

# 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

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**Regular Session Agenda (Revised)**  
**July 16, 2009 at the Courthouse Annex**  
**445 W. Walnut St. Monticello, FL 32344**

- 1. 6:00 P.M. – Call to Order, Invocation, Pledge of Allegiance**
- 2. Presentation to Jefferson County Volunteer Fire Depts. – Chairman Hall**
- 3. Consent Agenda**
  - a) Minutes – July 2, 2009 Regular Session
- 4. Citizens Request & Input on Non-Agenda Items**  
(3 Minute Limit, No Commissioner Discussion)
- 5. General Business**
  - a) Babe Ruth All Star Funding Request – Richard Finlayson
  - b) Concerns about Resolution 09-061809-01 – Kate Calvin
  - c) Nash Rd. SCRAP Resolution 09-071609-01 – Kirk Reams
  - d) Dills Rd. SCRAP Resolution 09-071609-02 – Kirk Reams
  - e) Census Partner Program Resolution 09-071609-03 – Roy Schleicher
  - f) Health Care Resolution 09-071609-04 – Gene Hall
  - g) Industrial Park Update – Julie Conley
  - h) Interim Lease for Head of Wacissa River Property – Buck Bird
- 6. PUBLIC HEARING: ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY  
SINGLE FAMILY MORTGAGE REVENUE BONDS  
(MULTI-COUNTY PROGRAM)**
  - a) Resolution 09-071609-05 Program Participation
  - b) Interlocal Agreement
- 7. PUBLIC HEARING: SITE PLAN REVIEW – APALACHEE CENTER**
- 8. County Coordinator's Report**
  - a) Department Head Reports
  - b) Affordable Housing Info Forum – July 21, 2009 at 3:30 P.M. @ Annex
  - c) FDOT Five Year Plan Presentation – August 6, 2009
  - d) Joint meeting of BOCC and Planning Commission – July 23, 2009 @ Library
- 9. Citizens Forum**  
(3 Minute Limit, Discussion Allowed)

**10. Commissioner Discussion Items**

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.

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Kirk Reams  
Clerk of Courts

Roy M. Schleicher  
County Coordinator

T. Buckingham Bird  
County Attorney

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JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
July 2, 2009

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

1. On motion by Commissioner Monroe, seconded by Commissioner Fulford and unanimously carried, the consent agenda consisting of the minutes from the June 18, 2009 regular session was approved.
2. Economic Development Director Julie Conley presented a draft economic development incentive ordinance to the Board. She also asked for a Board representative to assist with this project. Commissioner Fulford volunteered.
3. Citizen Richard Finlayson came before the Board requested funding for the Babe Ruth All-Star team. On motion by Commissioner Joyner, seconded by Commissioner Boyd and unanimously carried, the Board approved \$2764 for the Babe Ruth team to be transferred to the Recreation Park from the contingency fund.
4. Emergency Management Director Carol Ellerbc presented the Board with a FEMA funding agreement. On motion by Commissioner Monroe, seconded by Commissioner Fulford and unanimously carried, the FEMA funding agreement was approved with a county contribution cost of \$5062.30.
5. Planning Official Bill Tellefsen presented the Board with a proposed updated driveway packet for Board approval. He explained that driveway permits were not necessary on private roads or if someone was adding on to a structure. The amended driveway packet eliminated these requirements. On motion by Commissioner Joyner, seconded by Commissioner Monroe and unanimously carried, the driveway packet was approved.
6. County Attorney Buck Bird presented the Board with a draft lease agreement for land at the Head of the Wacissa River, where the diving board is located. Attorney Bird spoke of a potential land swap that he was working on and recommended the county enter into an interim lease until the details of the land swap could be worked out. He recommended tabling this until the July 16<sup>th</sup> meeting. Parks Director Henry Gohlke stated his desire for the diving board to be removed before any lease is signed. Attorney Bird recommended a sign be placed at the diving board, to which current land owner Jamic Boland agreed. Resident Roland Brumbleby objected to any removal and stated that the county built the diving board several years ago.
7. County Coordinator Roy Schleicher presented his report consisting of the CRTPA Community Information Session, College Park Master Planning Update, Announcement regarding Affordable Housing Community Informational Forum, County Departments Budget Update and Update on the Joint Meeting with BOCC and Planning Commission. He also stated that the volunteer fire chiefs would be at the next meeting to be recognized for the heroic acts at the Watermelon Festival accident.
8. Clerk of Court Kirk Reams announced the budget workshop for July 16<sup>th</sup> at 4:00 p.m.
9. Commissioner Boyd expressed concern over "hometown democracy", which he stated makes it difficult for small counties to manage their own growth. Commissioner Monroe also expressed his concern and stated that it was taking away county home rule.

10. Chairman Hall presented a comprehensive federal health reform resolution. Attorney Bird stated that this item needed to be a future agenda item.
11. Citizen Roland Brumbley stated his concern regarding the condition of Fanlow and Natural Bridge Roads. Commissioner Joyner responded that the Board had placed too many other jobs on the Road Department and that the county roads should be a priority from this point forward.
12. The warrant register was reviewed and bills ordered paid.
13. On motion by Commissioner Monroc, seconded by Commissioner Fulford, and unanimously carried, the meeting was adjourned.

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

\_\_\_\_\_  
Chairman

Kate Calvin  
223 Coopers Pond Road  
Monticello, Florida 32344

July 9, 2009

Dear Members of the Jefferson County Board of County Commissioners,

Having attended some contentious public county meetings in the past, I understand the need and desire to establish rules of order for county commission meetings. Establishing rules of order can provide a clean slate for renewed and improved interactions between the people, members of the board, constitutional officers and the auxiliary staff. However, Resolution 09-061809-01 in its current form has the potential to do more harm than good because in specific areas, its language is very one-sided and provocative. I believe the Board's intentions are good, however, with your approval of the language in this resolution, you have put yourselves in the position of meeting one of the working definitions of "censor"<sup>1</sup>. You have also inadvertently created a situation that comes across to the people as being consistent with a definition of "tyranny"<sup>2</sup>. The end result is, rather than establishing mutual cooperation and respect among meeting participants, there is instead hostility and the potential foundation for civil disobedience, as is frequently the case when the people feel as though our elected representatives no longer listen to us.

This is ironic, since we elected you. We want to respect you and we want for us all to succeed. You cannot stop listening to us when you don't like what you hear. You asked us to vote for you and we did--Now you must do the job we elected you to do. We also have to do our part to be courteous and as organized as possible in what we say in public meetings.

Therefore, I propose the following revisions to Resolution 09-061809-01, with the goal of removing points of contention and establishing policies and norms of behavior that are productive and positive for all participants at public county meetings, even amidst disagreements.

I will highlight the more important changes.

In the introduction as a whole, it appeared as though the Board was attempting to indirectly paint themselves as judicial officers, which they are not, not even when they serve in a quasi-judicial capacity. However, the role of the Board is very important in how a county governs itself.

To make the resolution more accessible to the public, in paragraph 1, the language was changed to incorporate more of the actual words found in the 2008 statutes and constitution that are available online.

In paragraph 2, "county government" and "county commission" were being used synonymously and this is not correct. The language was changed to include a more accurate description of "county government" and the role(s) played by county commissions.

In paragraph 3, note that I footnoted a citation for the definition of "competent substantial evidence" attributed to the Florida Supreme Court.

In Section V, Order of Business, these changes are made because it is important to the people to know what the public feedback was in an issue involving public input. Gathering basic data on the categories of concerns expressed and the numbers of people sharing those concerns can be accomplished during the meeting and complete by meeting's end. This will better enable the people to understand why the commissioners voted the way they did and the degree to which public comment was taken into consideration relative to the law.

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<sup>1</sup> <http://dictionary.reference.com/browse/censor>: -noun 2. any person who supervises the manners or morality of others.

<sup>2</sup> <http://dictionary.reference.com/browse/tyranny> -noun 5. undue severity or harshness.

In Section IX, Public Input, subsection E, the changes regarding yielding floor to another speaker were made because the rules of behavior should apply as equally as practicality allows.

In Section IX, Public Input, subsection G, the changes regarding disorderly conduct and arrest were made because:

1. The statute cited corresponds to trespass of a structure.
2. It cannot be pre-determined if a person will be arrested or on what charge(s). Only law enforcement can make such a determination at the time and based upon the circumstances. Therefore, the statement that "if the person does not do so (relinquish the podium), the Chairman may recess the meeting, and the individual may be subject to removal from the Commission Chambers or other meeting room and may be arrested by the Sheriff subject to Chapter Section 810.08(1), Florida Statutes, for failure to comply" is basically a nothing more than a threat, and whether intended or not, it comes across as an intimidation tactic.
3. This threat completely undermines the sentiment, "The Board recognizes the importance of protecting the right of all citizens to express their opinions on the operation of County government and encouraging citizen participation in the local government process."
4. While it is legally possible for a member of the public to be charged with trespass of a structure at a public meeting (if the circumstances warrant), to threaten such an arrest is in extremely poor form. As a general principle, the public cannot trespass at a public hearing; this image goes against the ideals of free speech.

I have spoken with several knowledgeable people with different perspectives on this, and the consensus of their remarks is that the circumstances occurring at the time of an incident determine the outcome.

According to Florida Statutes 125.01 and 901.01, county commissioners do not have the same powers as judicial officers, even when acting in a quasi-judicial capacity, and do not have the authority to order someone taken into custody or predetermine what someone will be charged with.

The suggested revisions are offered in the spirit of establishing a renewed and improved interactions between county staff, County Commissioners and the public.

Respectfully Submitted,



Kate Calvin

cc: Roy Schleicher, County Coordinator; Buck Bird, County Attorney; Kirk Reams, County Clerk

## RESOLUTION NO. 09-061809-01

### RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ADOPTING RULES OF PROCEDURE FOR MEETINGS OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS the Board of County Commissioners wishes to adopt meeting procedures to insure the orderly and efficient execution of its duties,

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA:

That the following Rules of Procedure shall govern all noticed meetings of the Board of County Commissioners and boards under its jurisdiction, and that these rules become effective immediately upon adoption:

#### INTRODUCTION: AUTHORITY AND ROLES

Counties are established under Article VIII, Section 1 of the Florida Constitution. As provided in the Florida Constitution and Chapter 125 of the Florida Statutes, county governments have broad powers of local self-government as consistent with general law and with any special law approved by vote of the people. The legislative and governing body of a county has the power to carry on county government. Except when otherwise provided by county charter, the governing body of each county is an elected board of county commissioners.

In addition to county commissioners, constitutionally elected officers including the Tax Collector, Clerk of the Circuit Court, Property Appraiser, Sheriff, and Supervisor of Elections comprise the county government. Other positions/personnel as deemed appropriate may also be included. County governments assume various functions in the provision and operation of all county services (including but not limited to: local road and transportation systems, law enforcement, fire protection, emergency medical and health services, refuse collection, parks, and libraries). Among the legislative functions of county government are the power to levy and collect taxes and to adopt ordinances and regulations that are consistent with existing local, state and federal law. Executive functions include the management of county departments, and the enforcement of ordinances, regulations and codes. As the county's elected governing body, County Commissions play critical roles in ensuring that these processes run smoothly.

Under certain circumstances, a County Commission may assume a quasi-judicial function. For example, it serves in a quasi-judicial capacity when it acts as a code enforcement board or hears and decides issues related to planning and zoning. Relative to their other functions, when serving in a quasi-judicial capacity, County Commissions have more stringent decision making standards and requirements for maintaining impartiality. Non-public contact with parties to a proceeding ( ex parte communication) should be both avoided and publicly disclosed. Commissioners are expected to set aside personal issues when making decisions in quasi-judicial hearings and instead require a basis in competent, substantial evidence presented at a public hearing. Competent, substantial evidence has been defined by the Florida Supreme Court as that evidence which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusions reached".

Therefore, to insure the orderly and efficient execution of its duties, the Jefferson County Board of County Commissioners adopts the following Rules of Procedure. It is the policy of the Jefferson County Board of County Commissioners that these Rules of Procedure shall govern all noticed meetings of the Board of County Commissioners and boards under its jurisdiction. A noticed meeting shall mean any meeting that requires notice under Florida law. The members, County Coordinator, County Attorney, constitutional elected officials, staff, and the public shall adhere to these rules, to wit:

- I. **Governing Rules.**  
Except as may be provided by these rules or by law, questions of order, the methods of organization and the conduct of business of the Board shall be governed by *Robert's Rules of Order, Newly Revised, 10<sup>th</sup> Edition* (or the current edition) in all cases in which they are applicable.
- II. **Open to the Public.**
  - A. *Meetings Open to Public.* All meetings of the Jefferson County Board of County Commissioners shall be open to the public and noticed in accordance with the Florida Government in the Sunshine Law, Section 286.011 of the Florida Statutes.
  - B. *Exempt Meetings.* The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions, Section 447.605(1), F.S. meetings regarding risk management claims, Section 768.28(15), F.S. and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

<sup>1</sup> Case precedent *DeGroot v. Sheffield*, 95 So. 2d 912, 916 (Fla. 1957) as footnoted in *Verizon Florida, Inc., vs. Lila A. Jaber, et al.*, September 2, 2004. <http://www.floridasupremecourt.org/decisions/2004/09/sc02-2647.pdf>, downloaded 7/8/09.

- C. *Seating Capacity.* Due to the need to comply with seating capacity requirements of the Fire Code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. Efforts will be made to ensure that people unable to enter the Commission Chambers will be able to hear the proceedings from the foyer.
- D. *Accessibility.* All meetings of the Commission will be conducted in a public building with access to all citizens in accordance with the Americans with Disabilities Act and Amendments of 2008.
- E. *Signs, Placards, Banners.* To maintain public safety and avoid unduly obstructing participants' views of the proceedings, no banners, signs or placards larger than 5' x 7' shall be allowed in board meeting rooms. If use of a sign or placard is disruptive to the proceedings or to other participants, participants responsible will be required to do one or more of the following: Stop the disruptive behavior, relinquish the sign or placard, or leave the meeting room.

\*\*\*\*\* Note: In this and any other circumstance arising during a meeting, a participant's continued failure to control personal conduct may result in being escorted or forcibly removed from the meeting room along with the risk of arrest, as warranted by the circumstances. \*\*\*\*\*

### III. Quorum.

- A. *Quorum.* A majority of the entire Board shall constitute a quorum. No ordinance, resolution, policy, or motion shall be adopted by the Board without the affirmative vote of the majority of the members present or, if required by the Florida Statutes, an extraordinary vote of the members present. In extraordinary circumstances, a board member may attend a meeting via teleconference or other electronic means in order to create a quorum and / or cast a vote. Such circumstances shall be determined by the Chairman.
- B. *Remaining in Chambers.* During a Board meeting, members should remain in the Chambers at all times unless an emergency or illness should occur. Board members present in the meeting should not absent themselves for a particular item without expressed permission of the Chairman.
- C. *Conflict of Interest.* Any member of the Commission who announces a conflict of interest on a particular matter pursuant to Section 112.3143 or Section 286.012, Florida Statutes, and decides to refrain from voting or otherwise participating in the proceedings related to that matter, shall be deemed present for the purpose of constituting a quorum.
- D. *Loss of Quorum.* In the event that a member is required to depart a Board meeting prior to adjournment, and the departure causes a loss of quorum, no further official action, other than adjournment, may be taken until or unless a quorum is restored.
- E. *No Quorum.* Should no quorum attend within 30 minutes after the hour appointed for the meeting of the Commission, or upon a meeting having commenced with a quorum, which quorum shall have been lost, the Chair or the Vice Chair, or in their absence, another Board member, in order of seniority, shall adjourn the meeting. The names of the members present and their action at such meeting shall be recorded in the minutes by the clerk.

### IV. Presiding Officer.

- A. *Chairman.* The Presiding Officer is the Chairman of the Jefferson County Board of County Commissioners. The Chairman presides at all meetings of the Board. The Chairman's responsibilities shall include, but not be solely limited to:
  1. Open the meeting at the appointed time and call the meeting to order, having ascertained that a quorum is present.
  2. Announce the business to come before the Board, in accordance with the prescribed order of business.
  3. Recognize all Board members, the County Coordinator, and the County Attorney, who seek the floor under correct procedure. All questions and comments are to be directed through the Chairman and restated by him or her, and he or she declares all votes. The Chairman shall repeat every motion and state every question coming before the Commission, and announce the decision of the Commission on all matters coming before it.
  4. Preserve decorum and order, and in cases of serious disturbance or disorderly conduct in the Commission Chambers, may order the Commission Chambers to be cleared or request that the non-compliant disruptive individual be forcibly removed.
  5. Call to order any member of the Board who violates any of these procedures and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal.
  6. Expedite business in every way compatible with the rights of the members.
  7. For the Chairman to make a motion, the gavel must be relinquished. Based upon these Rules & Procedures, the gavel shall be relinquished in the following order:
    - (a) Vice Chair;
    - (b) Another Board member based upon seniority.
 A presiding officer who relinquishes the chair should not return to it until the pending main question has been disposed of.
  8. Declare the meeting adjourned when the Board so votes, or at any time in the event of an emergency affecting the safety of those present.

- B. *Vice Chairman.* In the absence of the Chairman or in the event of the Chairman's inability to serve by reason of illness or accident, the Vice Chairman shall perform the duties and functions of the Chairman until the Chairman's return to the County or recovery and resumption of duty.

V. **Order of Business.**

- A. *Official Agenda.* There shall be an official agenda for every regularly scheduled official meeting of the Board. The agenda shall determine the order of business conducted at the meeting. All proceedings and the order of business at all such meetings of the Board shall be conducted in accordance with the official agenda. The Agenda Coordinator shall be the County Coordinator. The Clerk shall print and distribute the Official Agenda. For emergency meetings, workshops, retreats, and other special meetings, this requirement may be waived by consent of the members.
- B. *Agenda Form; Availability; Support Information.* The agenda shall be prepared by the County Coordinator and forwarded to the Clerk who shall place it in appropriate form approved by the Commission. The Clerk shall make available to the Board members a copy of the agenda before the meeting. Any support information for agenda items requiring a disposition vote shall be available no later than 4:00 PM on the third business day before the meeting. If support information is required but not available, the agenda item shall be downgraded to a discussion topic for further action or removed from the agenda and considered at a later meeting.
- C. *Agenda Format.* The agenda format for a regularly scheduled official meeting of the Commission shall be in substantially the form as set forth below:
1. Call to Order, Invocation and Pledge of Allegiance
  2. Awards and Presentations
  3. Approval of Agenda and Minutes of Prior Meeting(s)
  4. Consent
  5. Citizens Requests and Input on Non-Agenda Items (3-minute limit; no discussion by Commission)
  6. General Business
  7. Scheduled Public Hearings (at or soon after announced time)
  8. County Attorney
  9. County Coordinator
  10. Citizens Forum (3 minute limit, discussion allowed)
  11. Discussion Items Raised by Board Members
  12. Adjourn
- D. *Special Agenda for Quasi-Judicial Proceedings.* If a meeting, as determined by the Chairman in consultation with the County Attorney, requires a quasi-judicial proceeding, the format of this part of the meeting shall be as follows:
1. Opening Remarks, Announcements, and Disclosure of *Ex-Parte* Communications
  2. Introduction of Issue by Staff
  3. Applicant Presentation and Witnesses
  4. Sworn Testimony of Opponent and Proponent Witnesses
  5. Questions for/Cross-Examination of Staff, Applicant and Witnesses
  6. Citizens Comments (un-sworn). Time allotted for public comments and citizen input germane to the topic shall be at the Commission's discretion or as provided in the agenda. The Chairman has the discretion to minimize repetitive comments and shall acknowledge and document the numbers of people sharing the same concerns.
  7. Rebuttal/Summary by Applicant
  8. Board Discussion, Questions, and Action
- Competent, substantial evidence relevant to the issue shall be the primary basis for the Board's decision. All competent, substantial evidence shall be introduced by sworn testimony. Cross examination of sworn witnesses is allowed. Sworn testimony and comments by the Board and its staff shall become part of the official record for the proceedings of the meeting, along with categorized and counted citizens' comments. The Chairman, in consultation with the County Attorney, shall determine the time to be allocated for each part of the agenda and, at the beginning of the hearing, shall announce these time allocations along with any special rules for the proceeding. Otherwise, the rules herein shall apply to quasi-judicial proceedings.
- E. *Consent Agenda.* On the portion of the agenda designated as "Consent," all items contained therein may be voted on with one motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past Board direction or policy. However, any Board member, the County Coordinator, or the County Attorney may withdraw an item from the consent agenda, either in writing before the meeting or at the beginning of the meeting, and it shall then be voted on individually. Every effort shall be made to provide such a request in writing to the Chairman (via the County Coordinator) 24 hours before the subject meeting.
- F. *Citizens Requests and Input on Non-Agenda Items (no discussion).* This portion of the agenda is designated for citizens who want to provide information or who have requests for future consideration by the Commission or staff. Presentations shall be limited to 3 minutes unless extended by the Chairman. There shall be no debate and no official action by the Commission.
- G. *General Business.* General business items are items of a general nature that require Board action, Board direction, or pertain to Board policy.



- H. *Scheduled Public Hearings.* Prior to placing a matter on the agenda that requires a public hearing, the consent of the Commission is required pursuant to Section V, Subsection K (Placing Items on Agenda) of this policy. Public hearings shall be held as required to receive public comments on matters of special importance or as prescribed by law. Time allotted for public comments and citizen input germane to the topic shall be at the Commission's discretion or as provided in the agenda. The Chairman has the discretion to minimize repetitive comments and shall acknowledge and document the numbers of people sharing the same concerns. For regular official Board meetings, public hearings shall be heard at the time announced in the agenda or as soon thereafter as is possible. This time designation is intended to indicate that an item will not be addressed prior to the listed time.
- I. *Citizens' Forum (non-agenda items, discussion allowed).* In this portion of the agenda, designated near the end of the meeting as the "Citizens' Forum," up to 30 minutes shall be allocated for citizen input. The Chairman, at his/her discretion and with consent of the Board, may adjust the time allocated for this item and the time allowed each speaker, depending on the circumstances of the meeting. Speakers who have completed a Citizen Input Card shall speak first, including such speakers who may have waived their time to speaker at an earlier point in the agenda. If time permits, the Chairman may allow comments by speakers who have not completed a Citizen Input Card. There may be discussion or debate by the Commission. The Commission may determine appropriate future action for an item including, but not limited to, placing the item on a future agenda, requesting more information, or the Commission may act on an item by unanimous vote.
- J. *Discussion Items by Board Members.* On the portion of the agenda designated as "Discussion Items by Board Members," no assignments shall be given to the County Coordinator or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is accomplished through a unanimous vote of the Board. The remarks of each Board member during his or her "discussions items" time shall be concise and limited to no more than three (3) minutes, unless the Chairman extends the time.
- K. *Departure from Order of Business.* Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the members of the Commission present at the meeting.
- L. *Placing Items on Agenda.* With the consent of the Commission as a whole, matters may be placed on the agenda by any member of the Commission, the Coordinator, or the County Attorney. When a Board member wishes to place a matter on the agenda, the member should raise the matter at a regular Commission meeting and seek the Commission's consent for inclusion of the matter on the next available regular agenda. A Board member may not unilaterally add a matter to an agenda without the Commission's prior approval either at a prior meeting or at the beginning of the meeting in which the item is to be included.
- M. Prior to placing a matter on the agenda that requires a public hearing, the consent of the Commission is required. A request to schedule the public hearing shall be placed on the Consent Agenda for consideration by the Commission. Upon the Commission's approval of the request to schedule a public hearing, the public hearing shall then be scheduled for inclusion on the next available regular agenda or at a special meeting set by the Commission. In addition, the Commission may direct the scheduling of a matter that requires a public hearing by a majority vote. This rule of procedure does not apply to zoning and site and development plan approvals, which are placed on the agenda by staff pursuant to County Code and general law.
- N. *Additions, Deletions, or Corrections to Agenda.* Deletions or corrections to the agenda may be considered by the Commission and adopted by the passage of a single motion. Non-agenda matters shall be confined to items that are informational only.
- O. "Add On" agenda items (items that missed the deadline for agenda preparation for the meeting) should be considered by the Commission only in exigent circumstances for issues that are time critical or cost sensitive to the County. For such matters, the Chairman, County Coordinator and County Attorney should be consulted in advance of the meeting to approve of the "Add On" agenda item. If the "Add On" agenda is approved, the Agenda Coordinator should modify and reprint the agenda table of contents for redistribution to all persons who receive the initial agendas. Furthermore, the County's web site should be updated to reflect the new agenda. For matters of extreme emergency, a special meeting of the Commission may be called by the Chairman upon adequate notice being provided under Section 286.011, Florida Statutes.
- P. *Announcing Agenda Items.* The Chairman shall announce each item on the agenda. The County Coordinator, County Attorney, sponsoring Board member, or other appropriate person shall then present the item to the Board.

## VI. Parliamentarian.

The County Attorney shall act as parliamentarian and shall advise and assist the Chairman in matters of parliamentary law. In the absence of a Rule of Procedure as provided for by these Rules, the parliamentarian shall refer to *Roberts Rules of Order (Newly Revised, 10<sup>th</sup> Edition)* on all rulings.

## VII. Rules of Debate.

### A. Decorum

1. Every Board member desiring to speak should address the Chairman, and upon said recognition by the Chairman, should confine discussion to the question under debate, avoiding indecorous language and reference to specific people.
2. Board members shall refrain from: attacking a member's motives; speaking adversely on a prior motion not pending; speaking while the Chairman or other Board members are speaking; speaking against their own motions; and disturbing the Board.

3. A member once recognized should not be interrupted when speaking unless said member is being called to order. The member should then cease speaking until the question of order is determined, without debate, by the Chairman. If in order, said member shall be at liberty to proceed.

#### B. Motions

1. A motion and a second to the motion are to precede any action on an agenda matter unless there are speakers to be heard on the agenda matter.
  2. All motions shall be made and seconded before debate.
  3. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except as provided in *Robert's Rules of Order, Newly Revised* as adopted herein.
  4. Any Board member may move to close debate (move the previous question) on the motion being considered. Such move is not debatable. A successful majority vote on the motion to close debate will end discussion of the item, except that the Board member moving the adoption of an ordinance, resolution or motion shall have the privilege of closing the debate.
  5. If the Chairman wishes to put forth or second a motion, he or she shall relinquish the Chair to the Vice Chairman until the main motion, on which he or she spoke, has been disposed.
  6. The following motions require a majority vote and are not debatable: to adjourn; to lay on the table; to take from the table; or to close debate (move the previous question). A motion to suspend the rules requires a 2/3 majority vote and is not debatable.
- C. *Motions to Amend.* An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Board member may amend the main motion in either of the following two ways:
1. By Consent of the Members. The Chairman, or another member through the Chairman, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion or other members, the motion shall stand as amended.
  2. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

### VIII. Voting.

- A. *Voice Vote.* Unless otherwise directed by the Chairman, all votes shall be taken by voice.
- B. *Tabulating the Vote.* The Chairman shall tabulate the votes and announce the results. Upon any roll call, there shall be no discussion by any member prior to voting, and each member shall vote "aye" or "nay."
- C. *Voting.* Every member who was in the Commission Chambers when the question was put must give his or her vote, unless the member has publicly stated that he or she is abstaining from voting due to a conflict of interest pursuant to Sections 112.3143 or 286.012, Florida Statutes. If any member declines to vote "aye" or "nay" by voice, his or her silence shall be counted as an "aye" vote.
- D. *Absent for Vote. Changing Vote.* Any Board member momentarily absent for a vote on a particular item may record his or her vote, and any member may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the members who voted thereon.
- E. *Voting Conflict.* No Board member shall vote on a matter when that member has a voting conflict of interest as specified in Section 112.3143 or Section 286.011, Florida Statutes. A member abstaining from voting due to a conflict shall announce the conflict prior to discussion on the matter. A record of the abstention and the reason for the conflict shall be recorded in the minutes of the meeting or filed by the member in writing with the Clerk for inclusion in the minutes.
- F. *Majority Vote. Extraordinary Majority Vote; Tie Vote.* The passage of any motion, policy, ordinance or resolution shall require the affirmative vote of at least the majority of the members of the Commission who are present and eligible to vote. If an extraordinary majority vote is required by the Florida Statutes, this shall require the affirmative vote of an extraordinary majority of the members of the Commission who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.

### IX. Citizen Input: Addressing the Board of County Commissioners.

- A. *Citizen Input.* The Board recognizes the importance of protecting the right of all citizens to express their opinions on the operation of County government and encouraging citizen participation in the local government process. The Board also recognizes the necessity for conducting orderly and efficient meetings in order to complete County business in a timely manner.
- B. *Non-Agenda Inquiries.*
  1. At the regular official County Commission meetings, the Board provides two comment periods for citizens to speak on items not on the agenda. These public comment periods are denoted on the agenda as "Citizens Requests and Input on Non-Agenda Items" and "Citizens' Forum." Any citizen who did not speak during the first citizen comment period may have the opportunity to speak during the second comment period, as provided herein. For complex or lengthy issues, and to stay within the 3 minute per speaker time limit guidelines specified herein, citizens are encouraged to submit written data, evidence, or comments for distribution to member of the Board, staff, and the public.
  2. Any citizens who have non-agenda inquiries at regular official County Commission meetings may be asked to prepare a Citizen Inquiry Form to gain all the necessary information. The matter will then be addressed by staff, and the County Coordinator or County Attorney shall report back to the Board of County Commissioners by written memorandum, by electronic mail, or verbally at a subsequent meeting of the Board.
  3. If the inquiry is unable to be addressed or resolved by staff, an appropriate agenda item will be prepared by the County Coordinator or County Attorney if a change in policy, procedures, or ordinances is required and recommended by staff in order to address the general subject matter of the inquiry.

4. This procedure shall not be used if "appeal" mechanisms already exist to address the inquiry. Personnel issues should be addressed as provided in the County's Personnel Manual.

C. *Input on a Matter Pending Before the Commission.* Unless waived by the Chairman or consent of the Commission, or otherwise provided herein, each person who addresses the Commission on an agenda item pending before the Commission shall complete a Citizen's Input Card and submit the card to the Clerk or to the Chairman.

D. *Public Input at Workshops, Retreats and Forums.* Commission workshops, retreats and forums are established for in-depth discussion between members of the Commission. Speakers and other participants are at the invitation of the Commission only. Time allotted for public comments and citizen input germane to the topic of the workshops, retreats and forums shall be at the Commission's discretion or as provided in the agenda. No votes shall be taken at Workshops, Retreats, and Forums.

E. *Discussion and Meeting Time Limits.* In order to insure the efficient conduct of Commission meetings and out of consideration for all attendees of such meetings, the Board establishes the following guidelines to limit the time a speaker is allowed to hold the floor and for the time allotted to a single discussion issue. Exceptions to these guidelines are provided for quasi-judicial proceedings and public hearings or may be provided for any meeting by a majority vote of the Commission.

1. Unless an exception is granted by the Chairman or by consent of the Commission, the primary presenter of an item on the agenda shall hold the floor for no more than ten (10) minutes, and no speaker shall hold the floor for more than three (3) minutes. No speaker shall speak more than once on an item. Board members may yield the floor to another speaker. At the discretion of the Chairman, members of the public may be allowed to yield the floor to another speaker, provided it is clear that they are acting in good faith.
2. Except for workshops and public hearings, no single agenda item shall consume more than 30 minutes of a meeting unless an exception or extension is granted by a majority of the Commission. After 30 minutes, the Chairman shall close discussion and, if a vote is required, bring the agenda item to a vote. The Chairman may limit discussion time to less than three (3) minutes per speaker to accommodate large numbers of persons who want to speak.
3. For public hearings, unless excepted as above, the time limit shall be one (1) hour, provided at least 30 minutes are included for public comments.
4. For Commission workshops, retreats, and forums the time limits for the meeting and for each agenda item shall be determined as announced in the meeting agenda or adjusted at the beginning of the session by consent of the board.
5. Excluding workshops, retreats, and forums, and unless excepted as above, the Commission shall make every effort to adhere to a three (3) hour duration for meetings.
6. During quasi-judicial proceedings all discussion and remarks shall be relevant and germane to the item or items which are the subject of the proceeding.

F. *Addressing the Commission.*

1. When (and only when) recognized by the Chairman, speakers should rise, proceed to the podium, and speak clearly in an easily heard voice. Speakers shall introduce themselves, giving the following information for the record:
  - (a) Name;
  - (b) Place of residence or business address;
  - (c) If requested by the Chairman, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.
2. All remarks shall be addressed to the Commission as a body and not to any member thereof.
3. The Chairman shall control the dialogue. No person, other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chairman. No question may be asked except through the Chairman.
4. Speakers should make their comments concise and to the point, and present any data or evidence they wish the Commission to consider. Remarks should be germane and relevant to the question before the Commission.

G. *Decorum and Civility*

1. Participants in and attendees at County Commission meetings are expected to be respectful, courteous, civil, and orderly. No person or group shall, by speech or other non-decorous action, delay or interrupt the proceedings or the peace of the Commission, or disturb any person having the floor. Non-decorous actions shall include cheering, clapping, booing, heckling, verbal outbursts, and private conversations during proceedings. No person shall refuse to obey the reasonable orders of the Chairman or the Commission. No person shall use a Commission meeting as a forum for personal attacks. Any person making irrelevant, impertinent, threatening, or slanderous remarks or who becomes boisterous while addressing the Commission shall be considered disorderly and indecorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chairman and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred by the Chairman from making any additional comments during the meeting unless permission to continue or again address the Commission is granted by the majority of the Commission members present.
2. If the Chairman or the Commission declares an individual or group out of order, he, she or they will be requested to relinquish the podium. If the person does not do so and escalates or excessively prolongs the disruptive behavior, the Chairman may recess the meeting, and the individual may be subject to forcible removal from the Commission Chambers or other meeting room. Continued failure to control personal conduct may result in arrest.
3. If any person or group becomes disorderly, disruptive or interferes with the orderly business of the Commission, the Chairman may recess the meeting. If the person or group escalates or prolongs the disruptive behavior and fails to control personal conduct, they risk being forcibly removed from the Commission Chambers or other meeting room for the remainder of the meeting and/or arrest.

**X. Application of these Rules of Procedure**

Unless other rules apply, these rules shall govern all noticed meetings of the Board of County Commissioners and all county boards, commissions, committees and other bodies operating under the authority and jurisdiction of the Board of County Commissioners and to which the Florida open meeting laws (Section 286, F.S.) apply, including, but not limited to the Planning Commission and the Value Adjustment Board. For purposes of this rule, the term "Commission" or "Board" shall apply to all bodies referred to in this section.

RESOLVED this 18<sup>TH</sup> day of June 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Kirk Reams, Clerk

BY: \_\_\_\_\_  
Gene Hall, Chairman  
(As approved by the Board on June 18, 2009)

**Board of County Commissioners**  
**Jefferson County, Florida**

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Stephen Fulford District 1	Gene C. Hall District 2, Chair	Hines Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5
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**JEFFERSON COUNTY**  
**BOARD OF COUNTY**  
**COMMISSIONERS**  
**RESOLUTION #09-071609-01**

**WHEREAS**, Jefferson County Road 158B (Nash Road) is in need of repairs, and

**WHEREAS**, Jefferson County does not have the funds to pay for the repairs, and

**WHEREAS**, the Small County Road Assistance Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

**WHEREAS**, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 42487815801 for costs directly related to resurfacing and improvements on CR 158B (Nash Rd.) from US 19(CR 57) to CR 259, hereinafter referred to as the "Project",

**NOW, THEREFORE**, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the "Small County Road Assistance Agreement" related to the project.

**DONE THIS 16<sup>th</sup> DAY OF JULY, 2009.**

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Gene Hall, Chairman

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

Kirk B. Reams, Clerk

Catalog of State Financial Assistance No. 55.016  
Financial Project No.: 42487815801  
COUNTY: JEFFERSON

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

This is an Agreement by and between the State of Florida Department of Transportation, hereinafter referred to as the “DEPARTMENT”, and JEFFERSON County, hereinafter referred to as the “COUNTY”.

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Management Number 42487815801 for costs directly related to **resurfacing and reconstructing CR 158B(Nash Rd.) from CR 259 to CR 57**, hereinafter referred to as the “PROJECT”; and

WHEREAS, the COUNTY by Resolution No. 09-071609-01 dated the 16<sup>th</sup> day of July, 2009, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1-SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: **resurfacing and reconstructing CR 158B from CR 259 to CR 57.**

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2007), as amended.

E. The COUNTY shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Kirk Reams, Clerk of Court
P. O. Box 607	1 Courthouse Circle
Chipley, FL 32428	Monticello, FL 32344

**2-TERM**

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- a) Design to be completed on or before **01-31-2010**.
- b) Construction contract to be let on or before **03-31-2010**.
- c) Construction to be completed on or before **12-31-2010**.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

### 3-COMPENSATION AND PAYMENT

A. The parties agree that the DEPARTMENT's maximum participation is Four hundred seventeen thousand nine hundred fifty eight dollars (417,958.00) and all remaining costs of the project will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

- monthly, or

- quarterly, or

- once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in an Exhibit attached to this agreement. (not applicable)

iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has (5) five working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.



H. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

I. The COUNTY must submit the final invoice to the Department within 180 days after the final acceptance of the project. Invoices submitted after the 180 day time period will not be paid.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Service's Hotline, 1-800-848-3792.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

M. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### **4-INDEMNITY AND INSURANCE**

A. i) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

ii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2000), as amended.

C. **WORKERS' COMPENSATION.** The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

## **5-COMPLIANCE WITH LAWS**

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

The administration of resources awarded by the Department to the County may be subject to audits and/or monitoring by the Department, as described in this section.

## **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the County regarding such audit. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

### **audits**

## **PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in

OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:  
Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as

revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**EXHIBIT - 1**

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.016 Small County Road Assistance Program	\$417,958

Compliance Requirements

1. See attachment for Compliance Supplement
- 2.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
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Compliance Requirements

- 1.
- 2.

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



## **6-TERMINATION AND DEFAULT**

A. This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

## **7-MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this 16<sup>th</sup> day of July, 2009, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 09-071609-01 of the Board on the 16<sup>th</sup> day of July, 2009, and the DEPARTMENT has executed this Agreement through its District Secretary for District \_\_\_\_\_, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_.

**JEFFERSON COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
RENAE W. JENKINS  
Director of Transportation Support

NAME: \_\_\_\_\_

DOT Legal Review:

\_\_\_\_\_

Availability of Funds Approval:

\_\_\_\_\_

(Date)

**Board of County Commissioners  
Jefferson County, Florida**

Stephen Fulford District 1	Gene C. Hall District 2, Chair	Hines Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5
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**JEFFERSON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
RESOLUTION #09-071609-02**

**WHEREAS**, Jefferson County Road 149A (Dills Road) is in need of repairs, and

**WHEREAS**, Jefferson County does not have the funds to pay for the repairs, and

**WHEREAS**, the Small County Road Assistance Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

**WHEREAS**, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 42487615801 for costs directly related to resurfacing and improvements on CR 149A (Dills Rd.) from CR 149 (Boston Highway) to Brock Rd., hereinafter referred to as the "Project",

**NOW, THEREFORE**, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the "Small County Road Assistance Agreement" related to the project.

**DONE THIS 16<sup>th</sup> DAY OF JULY, 2009.**

\_\_\_\_\_  
Gene Hall, Chairman

Attest: \_\_\_\_\_  
Kirk B. Reams, Clerk

Catalog of State Financial Assistance No. 55.016  
Financial Project No.: **42487615801**  
COUNTY: JEFFERSON

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SMALL COUNTY ROAD ASSISTANCE AGREEMENT**

This is an Agreement by and between the State of Florida Department of Transportation, hereinafter referred to as the “**DEPARTMENT**”, and JEFFERSON County, hereinafter referred to as the “**COUNTY**”.

WITNESSETH

WHEREAS, the **DEPARTMENT** has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created by Section 339.2816, Florida Statutes, to assist small county governments in resurfacing of county roads; and

WHEREAS, the **COUNTY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the **DEPARTMENT** is willing to provide the **COUNTY** with financial assistance under Financial Management Number **42487615801** for costs directly related to **resurfacing and reconstructing CR 149A (Dills Road) from CR 149 (Boston Highway) to Brock Road**, hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the **COUNTY** by Resolution No. 09-071609-02 dated the 16<sup>th</sup> day of July, 2009, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1-SERVICES AND PERFORMANCE**

A. The **COUNTY** shall furnish the services with which to construct the **PROJECT**. Said **PROJECT** consists of: **resurfacing and reconstructing CR 149A (Dills Road) from CR 149 (Boston Highway) to Brock Road**.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2007), as amended.

E. The COUNTY shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Florida Department of Transportation	Kirk Reams, Clerk of Court
P. O. Box 607	1 Courthouse Circle
Chipley, FL 32428	Monticello, FL 32344

**2-TERM**

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- a) Design to be completed on or before **01-31-2010**.
- b) Construction contract to be let on or before **03-31-2010**.
- c) Construction to be completed on or before **12-31-2010**.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3-COMPENSATION AND PAYMENT**

**A. The parties agree that the DEPARTMENT's maximum participation is One million three hundred twenty four thousand four hundred forty two dollars (1,324,442.00) and all remaining costs of the project will be borne by the COUNTY.**

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

  X   - monthly, or

       - quarterly, or

       - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in an Exhibit attached to this agreement. (not applicable)

iii) In the event the COUNTY proceeds with the design, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. The COUNTY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has (5) five working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

H. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

I. The COUNTY must submit the final invoice to the Department within 180 days after the final acceptance of the project. Invoices submitted after the 180 day time period will not be paid.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Service's Hotline, 1-800-848-3792.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

M. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.



N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### **4-INDEMNITY AND INSURANCE**

A. i) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

ii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2000), as amended.

C. **WORKERS' COMPENSATION.** The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

## **5-COMPLIANCE WITH LAWS**

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

The administration of resources awarded by the Department to the County may be subject to audits and/or monitoring by the Department, as described in this section.

## **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the County regarding such audit. The County further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

### **audits**

## **PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in

OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### **PART III: OTHER AUDIT REQUIREMENTS**

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:  
Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as

revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation  
Attn: Regina Battles  
1074 Highway 90  
Chipley, FL 32428

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

**EXHIBIT – 1**

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

**NOTE:** Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

**FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Compliance Requirements

- 1.
- 2.

**STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
FDOT	55.016 Small County Road Assistance Program	\$1,324,442

Compliance Requirements

1. See attachment for Compliance Supplement
- 2.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Compliance Requirements

- 1.
- 2.

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## **6-TERMINATION AND DEFAULT**

A. This Agreement may be canceled by either the COUNTY or the DEPARTMENT upon sixty (60) days written notice.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

## **7-MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document



executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this 16<sup>th</sup> day of July, 2009, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number 09-071609-02 of the Board on the 16<sup>th</sup> day of July, 2009, and the DEPARTMENT has executed this Agreement through its District Secretary for District \_\_\_\_\_, Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_.

**JEFFERSON COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
RENAE W. JENKINS  
Director of Transportation Support

NAME: \_\_\_\_\_

DOT Legal Review:  
\_\_\_\_\_

Availability of Funds Approval:  
\_\_\_\_\_

(Date)

From: marion.m.mcgee@census.gov  
To: rschleicher1@aol.com  
Cc: canderson@mymonticello.net  
Sent: Thu, Jul 2, 2009 3:53 pm  
Subject: 2010 Census Follow Up

Good Afternoon Roy,

It was a pleasure talking with you on yesterday. As discussed, I have attached a copy of our sample Census Proclamation/Resolution for the Board of County Commissioners to execute.

I also had another item that I wanted to share with you to pass along to other Commissioners, which is an answer to two of the most frequently asked questions about the start of a CCC.

### **What is a CCC?**

A Local Government CCC ("Complete Count Committee") is a team of community members appointed by the highest elected official(s) of a local government for the **SOLE PURPOSE** of developing and implementing a census awareness campaign that will motivate every resident to complete the census questionnaire and mail it back in a timely manner.

### **Who should we ask to serve on the CCC?**

The CCC should reflect EVERY aspect of its respective community:

- Racial makeup
- Ethnic enclaves
- Cultural mix
- Intergenerational landscape (multiple age groups)
- Community advocates from all segments
- Inter-faith, Ecumenical, faith-based consortium
- Communication bridges and links

I also have included a spreadsheet (below) that you can use to record the names of each CCC appointee. The one attached includes the names of everyone who attended the first meeting on June 12th as well as the names of those persons who were mentioned as prospective committee members during that meeting. Please feel free to add names to the list as their names and information become available.

Also note that obtaining each person's meeting time preference will be helpful in scheduling future meetings at a time that is most convenient for all involved. The race/ethnicity and age information can help to ensure that your CCC is made up of a wide cross-section of the entire community, and all the information contained therein can assist in making your CCC as effective as possible.

Please don't hesitate to call me with any additional questions or concerns.

Thanks,

Marion Missy McGee  
Partnership Specialist  
Partnership and Data Services Program  
U.S. Census Bureau - Atlanta Regional Census Center  
285 Peachtree Center Ave. NE  
Marquis Tower Two, Suite 1000  
Atlanta, GA 30303  
(850) 276-7378  
[Marion.M.Mcgee@census.gov](mailto:Marion.M.Mcgee@census.gov)



**RESOLUTION 09-071609-03**

**A Resolution by the Jefferson County, Florida, Board of County Commissioners is supporting and participating in the 2010 Census Partner program "It's in our hands."**

**WHEREAS** an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day-care centers, roads and public transportation, hospitals and other public facilities, and is used to make decisions concerning business growth and housing needs;

**WHEREAS** more than \$300 billion per year in Federal and state funding is allocated to states and communities based on census data;

**WHEREAS** census data ensure fair Congressional representation by determining how many seats each state will have in the House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

**WHEREAS** the 2010 Census creates jobs that stimulate economic growth and increase employment opportunities in our community;

**WHEREAS** the information collected by the census is protected by law and remains confidential for 72 years;

Now, therefore, we **PROCLAIM** that Jefferson County, Florida Board of County Commissioners is committed to partnering with the U.S. Census Bureau to help ensure a full and accurate county in 2010.

As a 2010 Census partner, we will:

1. Support the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage those in our community to participate.
2. Encourage people in Jefferson County to place an emphasis on the 2010 Census and participate in events and initiatives that will raise overall awareness of the 2010 Census and ensure a full and accurate census.
3. Support census takers as they help our community complete an accurate count.
4. Create or seek opportunities to collaborate with other like-minded groups in our community, such as Complete Count Committees, to utilize high-profile, trusted voices to advocate on behalf of the 2010 Census.

Signed this 16<sup>th</sup> day of July, in the year 2009

---

Commissioner Gene Hall  
Chair, Jefferson County Board of County Commissioners  
Jefferson County, Florida

**RESOLUTION 09-071609-04**  
**A RESOLUTION URGING IMMEDIATE PASSAGE OF COMPREHENSIVE FEDERAL HEALTH REFORM**  
**LEGISLATION**

**WHEREAS**, experts from across the political spectrum agree that America's health system is "broken" and unsustainable in its present configuration; and

**WHEREAS**, families in Jefferson County are experiencing this crisis right now, confronting the high cost of health care that threatens their financial stability, leaves them exposed to higher premiums and deductibles, puts them at risk for a possible loss of health insurance; and

**WHEREAS**, employer-sponsored health insurance premiums have nearly doubled in recent years making it increasingly difficult for employers, including county governments, to provide health insurance coverage for their employees and retirees; and

**WHEREAS**, county officials are elected to protect the health and welfare of their constituents; and

**WHEREAS**, the National Association of counties (NACo) Health System Reform Working Group, appointed by President Don Stapley in July of 2008 and chaired by President-Elect Valerie Brown, has held three regional hearings to explore the health crisis and to hear what county officials believe should be done about it and has summarized its findings in *Restore the Partnership for American Health: Counties in a 21<sup>st</sup> Century Health System* which was approved and adopted by resolution of the NACo Health Steering Committee and the Board of Directors on March 9, 2009.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Jefferson County, Florida endorses NACo's health reform principles, as summarized in *Restoring the Partnership for American Health: Counties in a 21<sup>st</sup> Century Health System*; namely, that reform legislation should

1. Restore the partnership between county and Federal governments;
2. Provide access to affordable, quality health care to all;
3. Invest in public health, including health promotion and disease and injury prevention;
4. Stabilize and strengthen the local health care safety net system, especially Medicaid and disproportional share hospital (DSH) payments;
5. Invest in the development of the health professional and paraprofessional workforce;
6. Ensure that county health agencies have the resources to meaningfully use health information technology;
7. Enable elderly and disabled persons to receive the services they need in the least restrictive environment; and
8. Reform the delivery and financing of health services in the jail system.

**BE IT FURTHER RESOLVED** that the Board of County Commissioners strongly urges the 111<sup>th</sup> Congress of the United States to enact comprehensive health reform legislation without delay before the end of its first session.

**APPROVED, ADOPTED AND PASSED, THIS 16<sup>TH</sup> DAY OF JULY, 2009.**

**THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA**

---

Commissioner Gene Hall, Chair

LEASE AGREEMENT

THIS INDENTURE, made and entered into this \_\_\_\_\_ day of June, 2009, by and between **NEW RIVER HOLDINGS, LLC**, whose post office address is P.O. Box 337, Monticello, Florida 32344, and hereinafter called Lessors, and **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, a Political Subdivision of the State of Florida**, whose post office address is Jefferson County Courthouse, 1 Courthouse Circle, Monticello, Florida 32344, hereinafter called the Lessee:

**WITNESSETH:** Said Lessors do hereby lease to the Lessee for the terms hereinafter specified, the exclusive rights over and upon that certain tract of land in Jefferson County, Florida, known as the **Head of the Wacissa River**, including approximately half (1/2) acres, owned by the Lessors. The land included herein is described on Exhibit "A".

This lease is intended to include and does include the exclusive rights for the periods hereinafter specified over and upon the described properties.

1. Lessee hereby agrees to pay as rental for the privileges hereby granted the following sums, to-wit: One Dollar (\$1.00) Dollars and other valuable consideration, being paid upon signing of this Agreement.

2. The period covered by this Lease shall extend from June \_\_\_\_\_, 2009 to June 30, 2010. Lessor and Lessee agree to renew this lease on a year to year basis with the understanding that either party may terminate this lease upon a ninety (90) day written notice.

3. It is expressly understood that Lessee shall be in charge of the supervision and use of the premises. All applicable State and Federal laws shall be observed by the Lessee. As between Lessors and Lessee, Lessee shall be responsible for any and all accidents sustained by it or its guests on said premises and expressly agrees to hold Lessor harmless from any liability arising out of such accident.

4. Lessee agrees to vacate and return possession of said premises to Lessor upon a ninety (90) day written notice to terminate and further agrees to surrender possession of the said premises to the Lessors in as good condition as said premises are found at the beginning of the base period, reasonable wear and tear expected.

5. Lessee covenants to indemnify and hold harmless Lessors against any and all claims, demands, damages, or injuries arising from the conduct or management of, or from any work or thing whatsoever done in or about the leased premises during the terms of this lease or any extension thereof, or arising from any act or negligence of Lessee, its agents, contractors, or employees, guests, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation or corporations, occurring during such term on, in, or about the leased premises.

6. Lessee agrees to maintain general liability insurance to cover it's activities.

7. Lessee shall not assign or sub-let any rights under this agreement without the written consent of the Lessor, which consent will not be unreasonably withheld.



8. This Agreement contains the entire understanding between the parties and every term and condition hereof will be binding and to the benefit of the successors, assigns, heirs, and executors and administrators of the respective parties.

Signed, sealed and delivered  
in our presence:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

**NEW RIVER HOLDINGS, LLC**

\_\_\_\_\_  
**Lessee**

Date: \_\_\_\_\_

Signed, Sealed and Delivered  
in Our Presence:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Type or Print Witness Name

**JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Lessee**

Date: \_\_\_\_\_

Elbert Jones Jr  
Executive Director  
elbertjones@escambiahfa.com

Karyn Norton  
Assistant Executive Director  
karyn.norton@escambiahfa.com



**ESCAMBIA COUNTY**  
**HOUSING FINANCE AUTHORITY**  
WWW.ESCAMBIAHFA.COM

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Housing Program Director  
cjpipkins@escambiahfa.com

Fran Jones  
Accountant  
fran.jones@escambiahfa.com

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July 8, 2009  
(VIA FEDERAL EXPRESS)

Mr. Kirk Reams  
Clerk of the Circuit Court  
Jefferson County, Florida  
1 Courthouse Circle  
Monticello, Florida 32344

Re: Not Exceeding \$300,000,000 Escambia County Housing Finance Authority  
Single Family Mortgage Revenue Bonds (Multi-County Program)

Dear Mr. Reams

Enclosed for inclusion in the agenda package please find one copy of the Board of County Commissioners' Resolution and Interlocal Agreement authorizing Jefferson County, Florida to participate in above-referenced bond issue. Also enclosed please find one (1) original Affidavit of Publication for the Public Hearing scheduled for July 16, 2009 at 6:00 p.m. The Resolution should be adopted following the public hearing.

Also enclosed are six (6) execution copies of the Resolution, two (2) execution copies of the Interlocal Agreement, and two (2) execution copies of the Request for Allocation forms. Upon adoption by the Board, please have four (4) originals of the executed Resolution, two (2) originals of the executed Interlocal Agreement and two (2) executed originals of the Request for Allocation returned to the Authority at the above address no later than August 17, 2009. I have enclosed a self-addressed, pre-paid federal express label for your convenience.

If you have any questions or require additional information prior to the Board meeting, please do not hesitate to contact us. Thanks for all your help.

Sincerely,

  
C.J. Pipkins  
Assistant Executive Director

Enclosures

# AFFIDAVIT OF PUBLICATION

The *Monticello News & Jefferson County Journal* published every Wednesday and Friday in the City of Monticello, County of Jefferson and State of Florida. Before me, the undersigned authority personally appeared, LOIS REVELS who on oath says that she is a Bookkeeper for the Monticello News & Jefferson County Journal, both weekly newspapers, published in Monticello, Jefferson County, Florida; that the attached copy of the advertisement being a Legal notice to appear in ref:

**Legal Notice of Public Hearing**  
**Jefferson County, FL**  
**July 16, 2009**

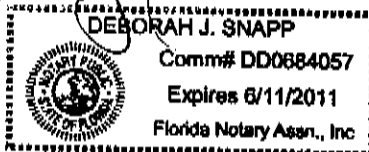
was published in said newspaper in the issue(s) of:  
7/1, 2009

Affiant further says that the said Monticello News, a newspaper published at Monticello, in Jefferson County, Florida, and that the said newspaper has heretofore been continuously published in said Jefferson County, Florida, each week and has been entered as second class mail matter at the post office in Monticello, in said Jefferson County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed by: Lois Revels

Sworn to and subscribed before me this day of July 16 A.D. 2009

Notary Public



## NOTICE OF PUBLIC HEARING

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Board of County Commissioners of Jefferson County, Florida (the "Board"), will conduct a public hearing on Thursday, July 16, 2009, at 6:00 p.m. or as soon thereafter as practicable, in the Board of County Commissioners meeting room, located at the Jefferson County Courthouse, 1 Courthouse Circle, Monticello, Florida 32344, to consider the approval of a plan of finance to provide capital, including the issuance from time to time by the Escambia County Housing Finance Authority (the "Authority"), on behalf of Jefferson County and other participating counties, of not exceeding \$300,000,000 Single Family Mortgage Revenue Bonds in multiple series from time to time.

The proceeds of such bonds together with funds from other sources available to the Authority, will be used to finance, or refund outstanding obligations, the proceeds of which will be used to finance the purchase of single family residences to be occupied primarily by first-time home buyers of moderate, middle or lesser income within Jefferson County, Florida and various other counties in the State of Florida.

The bonds and interest thereon shall not constitute a debt or indebtedness of the Authority within the meaning of any provisions or limitations of the statutes or Constitution of the State of Florida, Jefferson County, Florida, or other participating counties or housing finance authorities, but will be payable solely from payments made from the revenues generated from the housing program.

All persons are advised that, if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and for such purpose, they 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.

At the time and place fixed for said public hearing persons who appear will be given an opportunity to express their views for or against the proposal to issue said bonds, and any written comments received by the Clerk of the Circuit Court, ex-officio clerk to the Board will be considered.

In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in the proceeding should contact the County Coordinator at the Jefferson County Courthouse, Monticello, Florida 32344 no later than seven (7) days prior to the proceeding at Telephone: (850) 342-0287.

Chairman  
Board of County Commissioners  
Jefferson County, Florida

7/1/09,c.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE WITHIN THE BOUNDARIES OF JEFFERSON COUNTY, FLORIDA, AND APPROVING A PLAN TO FINANCE QUALIFYING SINGLE FAMILY MORTGAGE LOANS ON BEHALF OF JEFFERSON COUNTY, FLORIDA; AUTHORIZING THE BOARD TO ENTER INTO AGREEMENTS WITH THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY AND TO EXECUTE AND DELIVER CERTAIN DOCUMENTS AND INSTRUMENTS IN CONNECTION THEREWITH; APPROVING A FORM OF INTERLOCAL AGREEMENT; APPROVING THE ISSUANCE BY THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY OF NOT EXCEEDING \$300,000,000 SINGLE FAMILY MORTGAGE REVENUE BONDS ON BEHALF OF JEFFERSON COUNTY, PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING THAT SUCH BONDS CONSTITUTE LIMITED, SPECIAL OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 159, Part IV, Florida Statutes, (the "Act") authorized counties to create housing finance authorities to exercise powers of the Act within their boundaries or outside their boundaries with the consent of the governing body of the territory outside their area of operation; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida, (the "Escambia Board") on May 29, 1980, enacted Ordinance No. 80-12 and on March 20, 2003, the Escambia Board enacted Ordinance 2003-8 (collectively, the "Ordinance"), creating the Escambia County Housing Finance Authority (the "Authority") and authorized the Authority to exercise all powers under the Act subject to approval by the Escambia Board as a condition precedent to the effectiveness of the certain actions of the Authority; and

**WHEREAS**, there is no housing finance authority currently operating in Jefferson County, Florida ("Jefferson County"); and

**WHEREAS**, pursuant to the Act, the Board of County Commissioners of Jefferson County, Florida, (the "Jefferson Board") has found a shortage of affordable housing and capital for investment therein and a need for a housing finance authority to function in Jefferson County; and

**WHEREAS**, it is not practicable at this time under existing Florida and Federal laws and regulations for a single local agency to issue its mortgage revenue bonds for the purpose of

implementing a single family housing program, although the shortage of such single family housing and capital for investment therein is continuing in Jefferson County; and

**WHEREAS**, the Authority by a resolution duly adopted on January 13, 2009 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance, as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended, (the "Plan") for the issuance of not exceeding \$300,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

**WHEREAS**, the Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding \$300,000,000, exclusive of any amounts required for refunding purposes; and

**WHEREAS**, the Jefferson Board desires to authorize certain actions as necessary in connection with participation in the Plan and the Program and the issuance, sale, authentication and delivery of the Bonds by entering into an Interlocal Agreement, dated as of August 1, 2009 (the "Interlocal Agreement"); and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") requires public approval of certain private activity bonds and the Plan therefor by an applicable elected representative or governmental unit following a public hearing and the Jefferson Board constitutes an applicable elected representative or governmental unit; and

**WHEREAS**, pursuant to Section 147(f) of the Code a public hearing was scheduled before the Jefferson Board on behalf of the Jefferson Board, the Escambia Board and the Authority for July 16, 2009, at 6:00 p.m. or as soon thereafter as practicable, and notice of such hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such hearing; and

**WHEREAS**, the Jefferson Board, has on July 16, 2009, held the public hearing and provided at such hearing reasonable opportunity for all interested individuals to express their views, both orally and in writing, on the issuance of the Bonds; and

**WHEREAS**, the Jefferson Board diligently and conscientiously considered all comments and concerns expressed by such individuals; and

**WHEREAS**, the Jefferson Board desires to express its approval of the action to be taken pursuant to the Enabling Resolution and the Act, and as required by Section 147(f) of the Code;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA:**

**Section 1.** Because of the continuing shortage of affordable single family housing and capital for investment therein in Jefferson County and the continuing impediments to a bond issue to alleviate such shortages as to single family housing, it is hereby determined that the Jefferson Board consents to the Authority exercising its powers to issue the Bonds and to implement the Plan to provide capital from sources of funds available to the Authority, including but not limited to a portion of the proceeds of the Bonds, and proceeds of obligations refunded by the Bonds, to establish the Program to finance Mortgage Loans for single family housing within the statutory boundaries of Jefferson County ("Mortgage Loans"); provided, that the Authority and Jefferson County first enter into a written agreement setting forth the powers, duties and limitations of the Authority as they pertain to the use of said Bond proceeds within Jefferson County and payment of the issuance costs for such Bonds.

**Section 2.** In furtherance of the purposes set forth in Section 1 hereof the Chairman or Vice-Chairman and Clerk or Deputy Clerk of the Jefferson Board are hereby authorized to execute such consents, intergovernmental agreements, applications, instruments or other documents as shall be required to implement participation by the Jefferson Board of such Program and to provide for payment of Jefferson County's proportionate share of the costs thereof, including but not limited to the costs of issuance of such Bonds, all as shall be approved by counsel to Jefferson County.

**Section 3.** The Interlocal Agreement, in substantially the form attached hereto as Exhibit A, and made a part hereof, between Jefferson County and the Authority is hereby approved. The officers of Jefferson County are hereby authorized to enter into such Interlocal Agreement on behalf of Jefferson County with such changes not inconsistent herewith as the officers executing same may approve, such execution and delivery to be conclusive evidence of such approval. The appropriate officers of Jefferson County are hereby further authorized to execute and deliver such other documents and instruments as may be necessary to implement such Interlocal Agreement, including, without limitation, application for up to the maximum available private activity bond volume allocations pursuant to the Act, for the purposes set forth in the Interlocal Agreement.

**Section 4.** The Jefferson Board hereby approves, within the meaning of Section 147(f) of the Code, the Authority's Plan and the issuance by the Authority in multiple series from time to time of not exceeding \$300,000,000 Single Family Mortgage Revenue Bonds, initially designated as "(Multi-County Program)," with such particular Series designation as shall be appropriate, for funding the Authority's program for Mortgage Loans, and such other action to be taken pursuant to the Enabling Resolution or the Act.

**Section 5.** The principal of and premium, if any, and interest on the Bonds and all payments required under the proposed financing agreements, including the Interlocal Agreement, shall be payable solely by the Authority from the proceeds derived by the Authority under the proposed financing agreements, and Jefferson County shall never be required to (i) levy ad valorem taxes on any property within its territorial limits to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the proposed financing agreements, or (ii) pay the same from any funds of Jefferson County whatsoever. Adoption of this Resolution does not authorize or commit the expenditure of any funds of Jefferson County to pay the costs of issuance of such Bonds. The Bonds are limited, special obligations and will not constitute a debt of the State of Florida, Jefferson County, Escambia County, or other participating Counties or the Authority or other participating Housing Finance Authorities, but will be payable solely from payments made from the revenues generated from the Program.

**Section 6.** All resolutions or parts thereof of the Jefferson Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 7.** This Resolution shall take effect immediately upon its adoption.

Duly adopted in the regular session this 16th day of July, 2009.

**JEFFERSON COUNTY, FLORIDA**

(SEAL)

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

Its: Chairman  
Board of County Commissioners

**ATTEST:**

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

Its: Clerk,  
Board of County Commissioners



**Exhibit A**

**FORM OF INTERLOCAL AGREEMENT**

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** made and entered into this 1st day of August, 2009, by and between the **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State of Florida (hereinafter referred to as the "Escambia Authority"), and **JEFFERSON COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "Participating County");

### WITNESSETH:

**WHEREAS**, Chapter 159, Part IV, Florida Statutes, (the "Act") authorizes the creation of housing finance authorities within the State of Florida (the "State") for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

**WHEREAS**, the Escambia Authority by a resolution duly adopted on January 13, 2009 (the "Enabling Resolution"), as amended and supplemented, authorized a plan of finance, as permitted by Section 5f.103-2(f)(3) of the Regulations under the Internal Revenue Code of 1986, as amended, (the "Plan") for the issuance of not exceeding \$300,000,000 Single Family Mortgage Revenue Bonds (Multi-County Program) (the "Bonds" or the "Escambia Bonds") in multiple series (the "Program"); and

**WHEREAS**, the Escambia Authority has indicated that, pursuant to the Plan, it expects to issue the Bonds from time to time with such particular Series designations as shall be appropriate in an aggregate principal amount not exceeding \$300,000,000, exclusive of any amounts required for refunding purposes; and

**WHEREAS**, pursuant to Sections 143 and 146 of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of mortgage revenue bonds which may be issued in each year is limited by a private activity volume cap which has been established for such purpose within the State; and

**WHEREAS**, the limitations upon available portions of the private activity volume cap prevents the separate issuance of qualified mortgage bonds for each county from being feasibly and economically accomplished; and

**WHEREAS**, the Escambia Authority has authorized a sufficient amount of Bonds to fund, refund or refinance outstanding obligations, the proceeds of which will be used to finance a portion of the anticipated demand during the proposed Origination Period for qualifying single family mortgages ("Mortgage Loans") of both Escambia County and the Participating

County, as well as certain other counties which may also participate in joint bond programs; and

**WHEREAS**, the aggregation of mortgage loan demand and the securing of the related amount of the cumulative State private activity volume cap (the "Allocation Amounts") granted by the State through 2012 (the "Authorization Period") for the purpose of issuing qualified mortgage bonds to finance qualifying single family residences to be occupied primarily by first-time home buyers will result in a wider allocation of fixed expenses and certain other economies of scale; and

**WHEREAS**, unless such economies are realized, the issuance of mortgage revenue bonds for such purpose would be less economical, resulting in higher mortgage costs to qualified mortgagors; and

**WHEREAS**, because the restrictions attendant to qualified mortgage bonds under the Code limits the availability of mortgage funds for many eligible persons (within the meaning of the Act), the Escambia Authority may also issue taxable mortgage revenue bonds to increase the amount available for Mortgage Loans and to reduce or ameliorate such restrictions upon eligible persons; and

**WHEREAS**, Sections 159.603 and 159.604, Florida Statutes, authorize the Participating County to approve the issuance of qualified mortgage revenue bonds through the Escambia Authority to alleviate the shortage of affordable housing within the Participating County, which approval has been granted by a resolution of the Board of County Commissioners of the Participating County adopted on July 16, 2009 (the "County Resolution"); and

**WHEREAS**, Sections 163.01, 159.608 and 125.01, Florida Statutes, and the County Resolution authorize this Agreement by conferring the authority to exercise or contract by agreement upon the Escambia Authority to exercise those powers which are common to it and the other parties hereto and to include the Participating County within the Escambia Authority's area of operation pursuant to Florida Statutes, Section 159.603(1) for the purpose of issuing mortgage revenue bonds in one or more series from time to time, as qualified mortgage bonds based on the Allocation Amounts or as taxable mortgage revenue bonds which require no bond volume allocation, to (i) make available funds to finance qualifying single family housing development located within the Participating County in accordance herewith, (ii) establish the reserves therefor, and (iii) pay the costs of issuance thereof.

**NOW THEREFORE**, the parties agree as follows:

**Section 1. Allocation Amount; Substitution of Bonds.**

The Participating County hereby authorizes the Escambia Authority to issue, reissue, remarket or refund Single Family Mortgage Revenue Bonds in multiple series from time to time based on the available Allocation Amounts through the Authorization Period, or based upon the need for Mortgage Loans funded in whole or in part from taxable Bonds which require no bond volume allocation, for the purpose of financing the Program and making funds available for qualifying single family housing developments in the Participating County to the full extent permitted by the Act. Any Escambia Bonds issued, reissued, remarketed or refunded for such purposes in the Participating County are hereby deemed to be in full substitution for an equivalent principal amount of the Participating County's bonds that could have been issued for such purpose. The Participating County hereby authorizes the Escambia Authority to utilize the Participating County's Allocation Amounts on behalf of the Participating County as part of its Plan for the purpose of financing the Program, including, among other things, financing of qualifying single family mortgages in the Participating County, and the Escambia Authority is hereby designated as the bond issuing authority for the Participating County during the Authorization Period with respect to all Allocation Amounts. The proceeds of the Escambia Bonds shall be allocated and applied to the funding or refinancing of obligations, the proceeds of which will be used for the funding of Mortgage Loans within the various Participating Counties and for reserves and the payment of costs of issuing the Escambia Bonds, all in accordance with final Program documents approved by the Escambia Authority. All revenues generated by bonds issued pursuant to this Agreement and by the use of the proceeds thereof, will be administered by the Escambia Authority, or its agents, and all payments due from such revenues shall be paid by the Escambia Authority, or its agents, without further action by the Participating County.

**Section 2. Administration.**

The Escambia Authority hereby assumes responsibility for administering this Agreement by and through its employees, agents and officers; provided, however, that the Participating County retains and reserves its right and obligation to require reasonable reporting on programs designed for and operated within the Participating County, including, but not limited to, reasonably available mortgagor or profile data. The Escambia Authority and its agents shall provide the Participating County with such reports as may be necessary to account for funds generated by this Agreement.

The Escambia Authority shall have full authority and responsibility to negotiate, define, validate, market, sell, issue, reissue, deliver, refund or remarket its Escambia Bonds in amounts based upon mortgage loan demand and maximum available Allocation Amounts, to the extent permitted by law to finance the Program for qualifying single family housing developments in the Participating County; and to take such other action as may be necessary or convenient to accomplish such purpose. Each Participating County may apply for the full Allocation Amount available for such County. It is agreed that the initial regional Allocation Amount for the

Escambia Bonds in the Participating County and other Participating Counties located within the same bond volume allocation region under Section 159.804, Florida Statutes, shall be allocated ratably between Jefferson County and such other Participating Counties within such region based upon lender demand through June 15 of each year.

The issuance and administration costs and expenses related to the Escambia Bonds issued to finance the Program and administration of such Program shall be paid from proceeds of the Escambia Bonds and revenues generated from the Program or other sources available to the Escambia Authority.

### **Section 3. Program Parameters.**

(A) Upon request of the Escambia Authority, the Participating County shall, to the extent permitted by law, (i) approve, establish, and update, from time to time as necessary, upon the request of the Escambia Authority, such Program parameters including, but not limited to, maximum housing price and maximum adjusted family income for eligible borrowers, as may be required for any bonds issued by the Escambia Authority pursuant to this Agreement and (ii) approve the allocation of Mortgage Loan moneys for each lending institution offering to originate Mortgage Loans within the Participating County. Unless otherwise notified in writing by the Participating County, the Escambia Authority may from time to time approve and establish such maximum price and family income amounts at the maximum levels provided pursuant to the Code or the Act without further action of the Participating County.

(B) The fees and expenses of the Participating County shall be paid from the proceeds of the Program in the manner and to the extent mutually agreed upon by the officials of the Participating County and the Escambia Authority at or prior to issuance of the Escambia Bonds.

### **Section 4. Term.**

This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by any party upon ten (10) days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated by the Participating County during the Authorization Period, or by any party during any period that the Escambia Bonds issued pursuant to the terms hereof remain outstanding, or during any period in which the proceeds of such Escambia Bonds (or investments acquired through such proceeds) are still in the possession of the Escambia Authority, or its agents, pending distribution, unless either (i) the parties to this Agreement mutually agree in writing to the terms of such termination or (ii) such termination, by its terms, only applies prospectively to the authorization to issue Escambia Bonds for which no Allocation Amount has been obtained or used by the Escambia Authority and for which no purchase contract has been entered into. It is further agreed that in the event of termination the parties to this Agreement

will provide continuing cooperation to each other in fulfilling the obligations associated with the issuance of Bonds pursuant to this Agreement.

**Section 5. Indemnity.**

To the full extent permitted by law, the Escambia Authority agrees to hold the Participating County harmless from any and all liability for repayment of principal of and interest or penalty on the Escambia Bonds issued pursuant to this Agreement, and the members, officials, employees and agents of the Participating County harmless from any and all liability in connection with the approval rendered pursuant to Sections 159.603 and 159.604, Florida Statutes. The Escambia Authority agrees that any offering, circular or official statement approved by and used in marketing the Escambia Bonds will include a statement to the effect that Bond owners may not look to the Participating County or its respective members, officials, employees and agents for payment of the Escambia Bonds and interest or premium thereon.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

**ESCAMBIA COUNTY HOUSING  
FINANCE AUTHORITY**

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
Sandra J. Ward, Chairperson

By: \_\_\_\_\_  
Robert Ward, Secretary

**JEFFERSON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Its: Chairman

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
Its: Clerk

The undersigned \_\_\_\_\_ of Jefferson County, Florida, does hereby certify that the foregoing is a true and complete original of the Interlocal Agreement executed by the Chairman and Clerk as of August 1, 2009.

Date: August 1, 2009

**JEFFERSON COUNTY, FLORIDA**

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

Its: \_\_\_\_\_

**Board of County Commissioners**

(SEAL)





# PLANNING AND ZONING DEPARTMENT

JEFFERSON COUNTY/CITY OF MONTICELLO

445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345

---

Phone (850) 342-0223 Fax: (850) 342-0225

## MEMORANDUM

**TO:** Jefferson County Board of County Commissioners

**FROM:** Bill Tellefsen, Planning Official  
Diana Bullock, Planner II

**SUBJECT:** Apalachee Center for Human Services, Inc.  
Major Development Site Plan Review

**DATE:** July 10, 2009

---

### **Site Plan Review**

The proposal is to be located at 1996 South Jefferson (US 19 South) in Jefferson County on parcel number 01-1N-4E-0000-0270-0000. The development application is complete and includes a site plan drawing of the new proposed changes for review by the Planning Commission and staff. The proposal consists of a new clinic. The property is presently zoned Business/Residential. It should be noted that the site is consistent with the present use.

The Jefferson County Planning Commission Public Hearing was conducted on July 9, 2009 and the developer agreed to all of the conditions in the staff's recommendation as presented to the Planning Commission. The Planning Commission decision was to recommend approval as submitted and with staff conditions by the BOCC.

### **BOCC Action:**

**A decision to approve the major development site plan for the proposed new clinic as submitted, including all stipulated conditions recommended by the Planning Commission, with any additional or modified conditions of approval, disapprove the major development site plan for the proposed classroom building stipulating the reasons for disapproval, or continue review to a later date.**

**Attachments:** Major Development Site Plan (reduced)  
Planning Official's report to the Planning Commission

### **Enclosures:**

Developer's information packet;  
Site Plan layout map;  
Aerial photographs:

WCT

## **MEMORANDUM**

**TO:** Jefferson County Planning Commission  
**FROM:** William "Bill" Tellefsen, Planning Official  
**SUBJECT:** Apalachee Center for Human Services, Inc.  
Major Development Site Plan Review  
**DATE:** June 6, 2009

---

### **Site Plan Review**

The subject property is located at 1996 South Jefferson (US 19 South) in Jefferson County on parcel number 01-1N-4E-0000-0270-0000 and is in the Mixed Use Business/Residential Land Use Category. The development application is complete and includes a site plan of the proposed changes for review by the Planning Commission and staff. The proposed changes to the existing site includes of the construction of a new building for the existing clinic and the subsequent removal of the existing structure and a reconfiguration of the parking areas. The current use is a permitted use in MUBR.

### **Legal Notices**

The major development plan review application for a new clinic has been advertised in the local newspaper. The Planning Official required only one sign to be posted regarding the proposed development to avoid confusion, since the north half of the property will not be affected by the site reconfiguration. All property owners within 500 feet have been notified by certified mail regarding the proposed development and Post Office receipts are in the file.

### **Surrounding land use:**

The existing land uses are as follows:

- North – Mixed Use Bus/Res (2 parcels, one vacant, one residence fronting on Waukeelah Hwy)
- East – Mixed Use Bus/Res (across US 19 to southeast is 7<sup>th</sup> Heaven Flea Market, directly east of existing building is a parcel with several homes, then 2 vacant properties to the north of that)
- South – Mixed Use Bus/Res (1 parcel, Mobile Home Park)
- West – Mix Bus/Res (touches 3 parcels, northernmost being the Register property containing one residence and several mini-warehouse structures, center tract is vacant, southern 8.89-acre tract is undeveloped except that the southeastern corner of the property has the westernmost mini-warehouse building of the storage center south of the mobile home park listed above)

### **Roads:**

The property access is an existing driveway on South Jefferson (US 19 South), which is a paved, 4-lane divided, State-maintained roadway. The existing driveway is aligned with an existing median break.

**Drainage:**

The site is currently developed with stormwater a permit issued by DEP. The applicant is awaiting a determination from DEP as to whether or not the existing stormwater management facility needs any modification. The site is within the 500 year floodplain according to the National Flood Insurance Rate Map for Jefferson County.

**Water and Sewer facilities:**

The site is currently served utilities by the City of Monticello.

**Staff Recommendation on the Major Development site plan review for a new clinic proposal:**

Note: There are some significant live oak trees on the site, including a 55" Live Oak that is a Heritage Oak. During the pre-application process there was a lot of discussion between the applicant, his engineers, and county officials, including on-site visits by the county forester, Planning Official, Assistant County Coordinator, and at least two County Commissioners. The result of the various discussions is the submitted site design.

The entrance drive as shown is approximately 8 feet from the property line in order to create the least disturbance to the trees' root systems. This should be viewed as a design modification requested by County staff and not a variance requested by the applicant.

**Approval of the major development for the new clinic subject to the following conditions:**

1. The existing stormwater permit will be reviewed by DEP to determine any necessary modifications to the existing facilities which will then be incorporated into the final site construction plans.
2. Provide the new clinic specifications on the plans with approval sign off by the Jefferson County Fire Department.

**Planning Commission Action:**

A recommendation to the Board of County Commissioners to disapprove, approve or approve with conditions.

Attachment: Property parcel information and aerial photo  
Site development plan



**PLANNING AND ZONING DEPARTMENT**  
**JEFFERSON COUNTY/CITY OF MONTICELLO**  
 445 W. PALMER MILL RD; MONTICELLO, FLORIDA 32345

Phone (850) 342-0223 Fax: (850) 342-0225

**MAJOR DEVELOPMENT APPLICATION FORM**

SITE PLAN       LAND USE CHANGE       SUBDIVISION

Date of application 6/11/09      \*Date approved \_\_\_\_\_

APALACHEE CENTER FOR  
HUMAN SERVICES, INC.

Property Owner's Name \_\_\_\_\_ Applicant \_\_\_\_\_

Applicant's Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Property to be considered: 01-1N-4E-0000-0270-0000  
Tax ID Number

Location 1996 S. JEFFERSON ST., MONTICELLO, FL.

Purpose of application SITE PLAN APPROVAL

Signature of Applicant \_\_\_\_\_ Signature of Owner if different \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\*This permit is good for one (1) year from date approved. One (1) extension can be granted upon request.  
 \*\*If this application is to change the Comprehensive Plan or the Land Development Code of the Count attach a copy of the proposed ordinance and support material.

A public hearing will be conducted by the County Planning Commission on:  
JULY 9, 2009      7:00 PM      COUNTY COURTHOUSE  
Date      Time      Place

Hearing before the County Commissioners:  
JULY 16, 2009      6:00 PM      COURTHOUSE ANNEX  
Date      Time      Place



**PLANNING AND ZONING DEPARTMENT**  
**JEFFERSON COUNTY/CITY OF MONTICELLO**  
 445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345

Phone (850) 342-0223 Fax (850) 342-0225

Attach to this form everything required in Section 9 of the Jefferson County Land Development Code  
 Development Application Instructions

1. Fill out for as complete as you can.
2. Dates for public hearings will be supplied when you return the form.
- 3. If notice to the public within 500 feet is required, include a copy of the list supplied by the Property Appraiser's Office.
- 4. The receipts from the Post Office must be added to the application 15 days before the meeting date or the hearing will be cancelled.
5. Allow the Planning Department a few days to review the application and determine that is complete before notice is sent to property owners.
6. If you have questions, ask them before you waste time doing the wrong thing.

**WARNING!** *If you are planning a subdivision for mobile homes, you will have a more difficult time getting it approved and will be required to have more regulations that if it is for site built homes.*

**Development Review Checklist**

This checklist is designed to help you, the developer, meet all the requirements for development review. This merely a summation of the requirements found in Article 9 of the Jefferson County Land Development Regulations, which have been included for your benefit. Please take time to familiarize yourself with the requirements in Article 9 and use this checklist as a reference. Failure to include any of these requirements in your application will result in a processing delay. If you have further questions about any of the requirements, please contact the Jefferson County Department of Building and Planning, at (850) 342-0223.

<b>General Plan Requirements</b>	
1. Subdivision Name: Every subdivision must have a legal name different from any other recorded plat in the County	✓ N/A
2. Plans: Plans must be submitted and they must conform to the specifications on page 3, item C: 2-4, of Article 9 of the code.	✓
3. Cover Sheet: The front cover sheet of each plan must include the following	✓
A. Location Map: Position of the proposed developed in section, township, and range, with roads, city limits, and other pertinent information.	✓
B. Boundary Survey: The boundary survey must meet the requirements of Florida Statutes chapter 177, part I; including metes, bounds and legal description.	✓
C. Name, Address and Telephone Number of Owner(s).	✓
D. Name, Address and Telephone Number of Developer (if different from owner).	N/A
E. Title Block: Must at minimum contain name of development, date and north arrow	✓
F. Area of Property: The area of the property must be clearly shown.	✓
4. Residential Units: The number type (characterize by number of bedrooms) of residential units. Also, gross density and floor area ratio	N/A
5. Office, Commercial, or Industrial Units: Floor area, height and type.	✓
6. Restrictions: Any deed restrictions or restrictive covenants must be submitted	
7. List of Land Owners within 500 feet: All Post Office receipts must be added to the	



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application at least <u>15 days</u> before the scheduled hearing on the proposed development or the hearing will be cancelled.	
<b>Development Review Requirements</b>	
1. Vegetation Cover Map: Location and identity by common name of all protected trees on the site (refer to Article 2.05.04B of the county Land Development Code). If the proposed development would remove protected trees, see page 7, g:1-	✓
2. Tree Removal: A statement must be submitted describing which protected trees are to be removed and why.	N/A
3. Environmentally Sensitive Areas Map: A map must be submitted depicting all land within 500 feet containing environmentally sensitive areas. Environmentally sensitive areas include shoreline protection zones, lakes, streams, and wetlands. If proposed development is within 100 feet of any of these areas; see page 9, E: 1-2	N/A
4. Topographic Map	✓
5. Soils Map	✓
6. Area Map: Existing hydrology and runoff of the site and the size, location, topography, and land use of any off-site areas that drain onto, through, or around the project area	✓
7. Existing Surface Waters: All surface waters, if not included in other required submittals.	N/A
8. FIRM Map Location	✓
9. Engineering Agreement: A written agreement with a certified engineer for the preparation of a storm water management plan must be included. The plan must be included for final plat approval (see page 5, 10).	✓
10. Erosion and Sedimentation Control Plan	✓
11. Location of Off-Site Water Resource Facilities	✓
12. Impervious surface ratio.	✓
13. Grading Plans.	✓
14. Construction Phases: Schedule, acreage and intensity of each phase.	✓
15. Building Plans.	✓
16. Building Setbacks.	✓
17. Water System Information: Proposed system for water and wastewater must be submitted.	✓
18. Location of Existing or Proposed Fire Hydrants	✓
19. Location of Utilities, Culverts and Drains within 500 feet	✓
20. Streets, Parking and Loading: See page 7, f: 1-6	✓
21. Landscaping: Buffer zones and plant materials	✓
22. Signs: See page 8, 15: a-c	✓
23. Amount and Location of Proposed Land Uses.	✓
<b>Additional Major Review Requirements</b>	
1. Public Recreation, Open Space and All Phasing Requirements	
2. Streets, Pedestrian/Bike Routes and Ingress and Egress	
3. Public Uses.	

# Letter of Transmittal



DATE: 06/01/09	JOB NO: 09-5114
ATTENTION: Bill Tellefsen	
Apalachee Center Clinic	
90% CD's for Site Plan Approval	

TO CRA  
2027 Thomasville Road  
Tallahassee, FL 32308

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

Copy of letter     Change Order     CD     Shop drawings     Plans     Specifications

COPIES	DATE	NO.	DESCRIPTION
3	06/01/09		Apalachee Center Clinic 90% CD Plan Set (14 sheets, 24x36).
20	06/01/09		C1.1 & C6.1 Plan Sheets reduced to 11x17 to be used as Existing Conditions & Site Plan Map.
20	06/01/09		Apalachee Center Clinic Site Narrative.
1	06/01/09		Major Development Application Form.

TRANSMITTED BY:

Hand Delivery     Postal Service     FedEx     Pick up

THESE ARE TRANSMITTED as checked below

For approval     For your use     As requested     Returned for corrections

FOR BIDS DUE \_\_\_\_\_ 2008 \_\_\_\_\_  PRINTS RETURNED AFTER LOAN TO US

REMARKS

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COPY TO P:\Projects\09-5114\Correspondance\Trns - CRA 060109.doc

SIGNED: Calvin A. Oller *Calvin A. Oller*

**Apalachee Center Clinic  
Site Narrative  
June 1, 2009**

**EXISTING CONDITIONS:**

The Apalachee Center Clinic is located at 1996 Jefferson Street in Monticello, Florida, which is in Section 1 of Township 01N and Range 04E. This site is globally located at Latitude 30° 30' 59.55" N and Longitude 83° 52' 30.10" W. Please refer to location map on the Cover Sheet of the submitted plans. The site currently has 4,152 s.f. of buildings, 1,704 s.f. of concrete and 25,592 s.f. of asphalt to produce a total existing impervious area of 31,448 s.f. The site is currently served utilities (water and sewer) by the City of Monticello. The existing topography of the site slopes from west to east and drains into the existing stormwater management facility (SWMF). The SWMF collects, treats and discharges the stormwater into an existing FDOT drainage swale along side Jefferson Street (US 19). The site also contains several protected trees as regulated by Jefferson County Planning and Zoning and enforced by the Jefferson County Board of County Commissioners. In general, the existing conditions of the site appear to be well maintained and function as intended.

**PROPOSED IMPROVEMENTS:**

The project will disturb approximately 1.65 acres. The project activities consist of the construction of approximately 8,700 s.f. of building area, 3,116 s.f. of concrete sidewalk and other miscellaneous concrete area, and 34,230 s.f. of asphalt. Therefore, the total amount of proposed impervious area equals 46,046 s.f. This produces a net increase of 14,598 s.f. from the current site conditions. In addition to the improvements listed above, the project activities will include continued utility service from the City of Monticello as well as a project long Sedimentation and Erosion Control Plan that includes the protection of the protected trees on site.

**PROJECT CONCEPTUAL SCHEDULE:**

Secure all necessary local and state permits – August 1, 2009  
Mobilization and Install Erosion Control and Tree Protection Measures – August 15, 2009  
If necessary, begin construction of SWMF expansion – September 1, 2009  
Begin site clearing and grubbing – September 15, 2009  
Complete building pad and rough in new driveway and parking area – October 1, 2009  
Begin construction of new building – October 15, 2009  
Finish grade and stabilize site improvements – November 1, 2009  
Complete new building and pave driveway and parking areas – April 1, 2010  
Substantial completion – May 1, 2010  
Project close out – June 1, 2010

\*Conceptual dates are subject to change due to actual owner approved construction schedule, permitting, weather and other unforeseen conditions.



FILED FOR RECORD

APR 15 2 27 PM '96

IN THE PUBLIC RECORDS  
OF JEFFERSON CO., FLA.  
SECTION 2, PAGE 101  
CLERK OF CIRCUIT COURT

DOC STAMPTAX PAID

\$840.00

APR 15 2 27 PM '96

IN THE PUBLIC RECORDS  
OF JEFFERSON CO., FLA.  
CLERK JOR L. HAWKINS  
CLERK OF CIRCUIT COURT

WARRANTY DEED

084149

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

THIS INDENTURE, Made this 15<sup>th</sup> day of April, 1996.

BETWEEN PATRICK M. MCCARTHA and MADELINE M. MCCARTHA, his wife, whose post office address is Rt. 1, Box 21A., Monticello, Florida 32344, and TOMMY L. MCCARTHA, a married man, whose post office address is Rt. 1, Box 248, Bloomingburg, NY 12721, PATRICK A. MCCARTHA, a married man, whose post office address is 10300 N. Shannon Road, Tucson, AZ 85741, and DONNA J. CRAFT, a married woman, whose post office address is Box 297-A May Lane, Dover Plains, NY 12511, as joint tenants, Grantors, and APALACHEE CENTER FOR HUMAN SERVICES, INC., a Florida corporation, whose post office address is 625 E. Tennessee St., Tallahassee, Florida 32308, Grantee.

WITNESSETH, That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, their heirs and assigns forever, the following described land, situate, and being in the County of Jefferson, State of Florida, to-wit:

A parcel of land lying in Section 1, Township 1 North, Range 4 East, Jefferson County, Florida, and being more particularly described as follows: Commence at the Northwest corner of Southeast Quarter of Northeast Quarter of said Section 1, said point also being the point of beginning, from said point of beginning run North 89 degrees 54 minutes 27 seconds East 678.81 feet to the Westerly right of way of State Road No. 19 (County Road No. 57), thence South 13 degrees 23 minutes 52 seconds West along said right of way 735.39 feet, thence leaving said right of way run North 89 degrees 58 minutes 16 seconds West 492.43 feet, thence North 01 degrees 16 minutes 54 seconds West

URGN PAGE

0350 0160

JEFFERSON CO., FL

714.21 feet to the point of beginning, containing 9.61 acres, more or less, which includes a double-wide mobile home, ID numbers 50121079TA and 50121079TB

And being all that portion of the Southeast Quarter of Northeast Quarter of said Section 1 lying West of U.S. 19, less the south 600.00 feet as per ORB 30, page 69.



SUBJECT to any easements, covenants and restrictions of record which are specifically not hereby reimposed or extended.

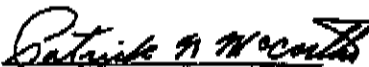
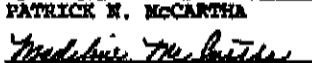
THIS IS THE HOMESTEAD OF THE GRANTORS PATRICK N. MCCARTHA AND MADELINE M. MCCARTHA, HUSBAND AND WIFE.

And the Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

  
WITNESS RUFUS O. JEFFERSON  
  
WITNESS BEVERLEY C. SCHERDIN

  
PATRICK N. MCCARTHA  
  
MADELINE M. MCCARTHA


STATE OF FLORIDA:  
COUNTY OF LEON:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared PATRICK N. MCCARTHA and MADELINE M. MCCARTHA, his wife, who are personally known to me or who produced Florida driver licenses as identification and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15<sup>th</sup> day of April, 1996.

  
NOTARY PUBLIC  
My Commission Expires:

ORBK PAGE  
0350 0161  
JEFFERSON CO., FL

 BEVERLY C. SCHERDIN  
MY COMMISSION # 02 218481 EXPIRES  
July 16, 1998  
ISSUED BY THE FLORIDA BAR ASSOCIATION, INC.

Diane C. McCarthy  
Witness DIANE C. MCCARTHA  
Rita Munkelt  
Witness RITA MUNKELT

Tommy L. McCarthy  
TOMMY L. MCCARTHA

STATE OF New York :  
COUNTY OF Dutchess :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared TOMMY L. MCCARTHA, who is personally known to me or who produced DIVERS LICENSE as identification and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of April, 1996.

Richard W. Downer  
NOTARY PUBLIC  
My Commission Expires: 11-5-96  
RICHARD W. DOWNER  
Notary Public, State of New York  
No. 0148000004  
Qualified in Dutchess County  
Comm. Exp. 11-5-96

Carol S. McCarthy  
Witness CAROL S. MCCARTHA  
Kelly McCarthy  
Witness KELLY MCCARTHA

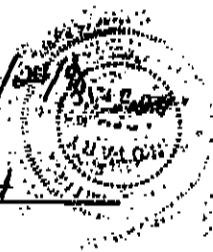
Patrick A. McCarthy  
PATRICK A. MCCARTHA

STATE OF Arizona :  
COUNTY OF Pima :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared PATRICK A. MCCARTHA, who is personally known to me or who produced AZ DIVERS LICENSE as identification and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of April, 1996.

Lynn Martin  
NOTARY PUBLIC  
My Commission Expires: 12/26/96



Howard Craft  
Witness HOWARD CRAFT  
Brad Conklin  
Witness BRAD CONKLIN

Donna J. Craft  
DONNA J. CRAFT

STATE OF New York :  
COUNTY OF Dorchester :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared DONNA J. CRAFT, who is personally known to me or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of April, 1996.

Rufus O. Jefferson  
NOTARY PUBLIC  
My Commission Expires: 12-5-96

REC'D BY W. H. VUS II  
Notary Public, State of Florida  
No. 0140235004  
Qualified in Dutchess County, NY  
Commission Expires 12-5-96

This Instrument Prepared By:  
Rufus O. Jefferson, Esquire  
103 North Gadsden Street  
Tallahassee, Florida 32301



George & Associates, Consulting Engineers Inc.  
 1967 Commonwealth Lane, Suite 200  
 Tallahassee, FL 32303  
 (850) 521-0344

PREMIER BANK  
 63-1410/631

11433

6/1/2009

Pay to the Order of Jefferson County BOCC \$\*\*2,400.00

Two Thousand Four Hundred and 00/100\*\*\*\*\*

Dollars

Jefferson County BOCC

Receipt # 5519067

memo Site Plan Approval -ACI Clinic Monticello

⑈01433⑈ ⑆063114108⑆ 201058997⑈

George & Associates, Consulting Engineers Inc.

Jefferson County BOCC  
 84 · PERMITS:5060-10 · Permits

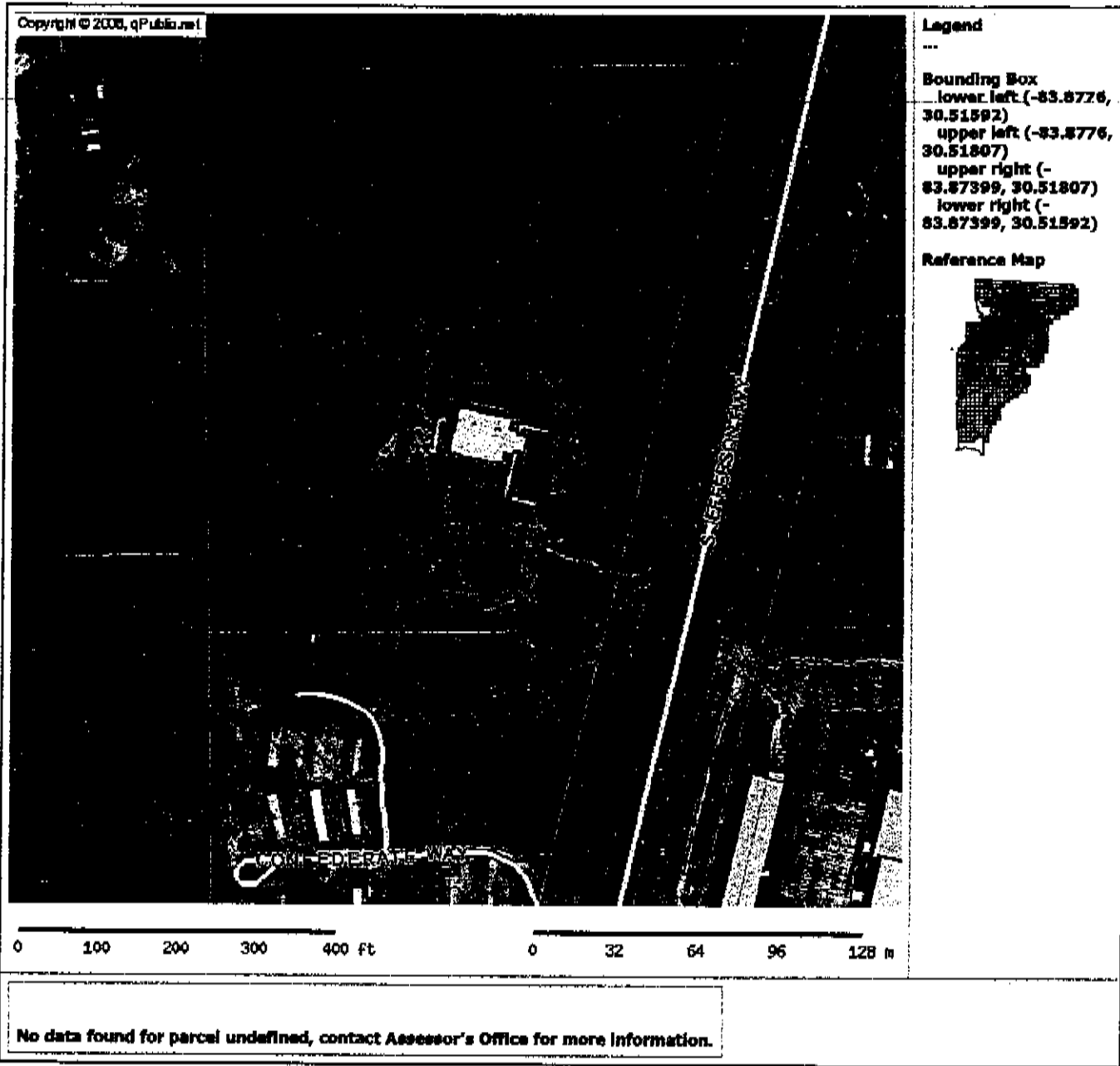
Site Plan Approval

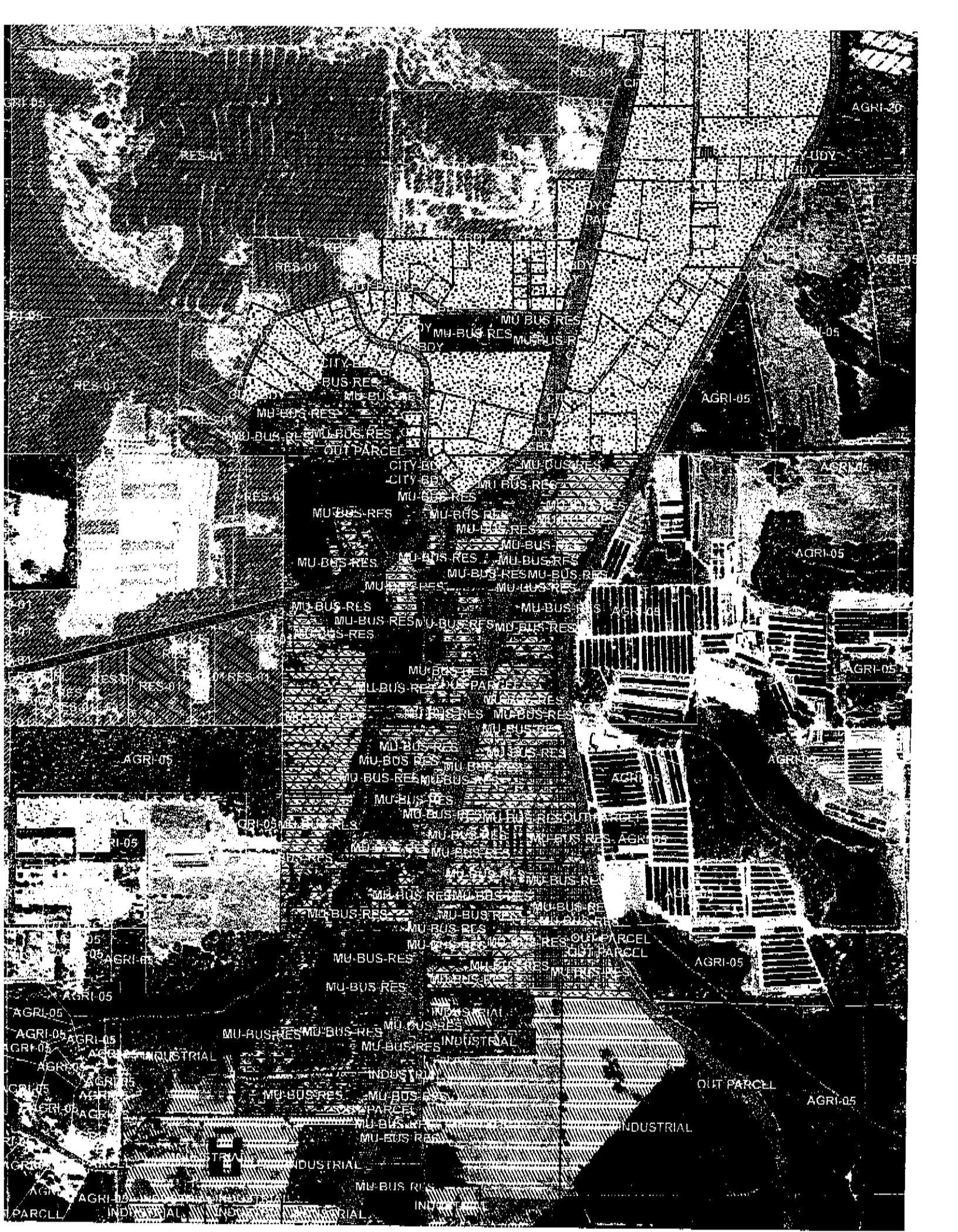
6/1/2009

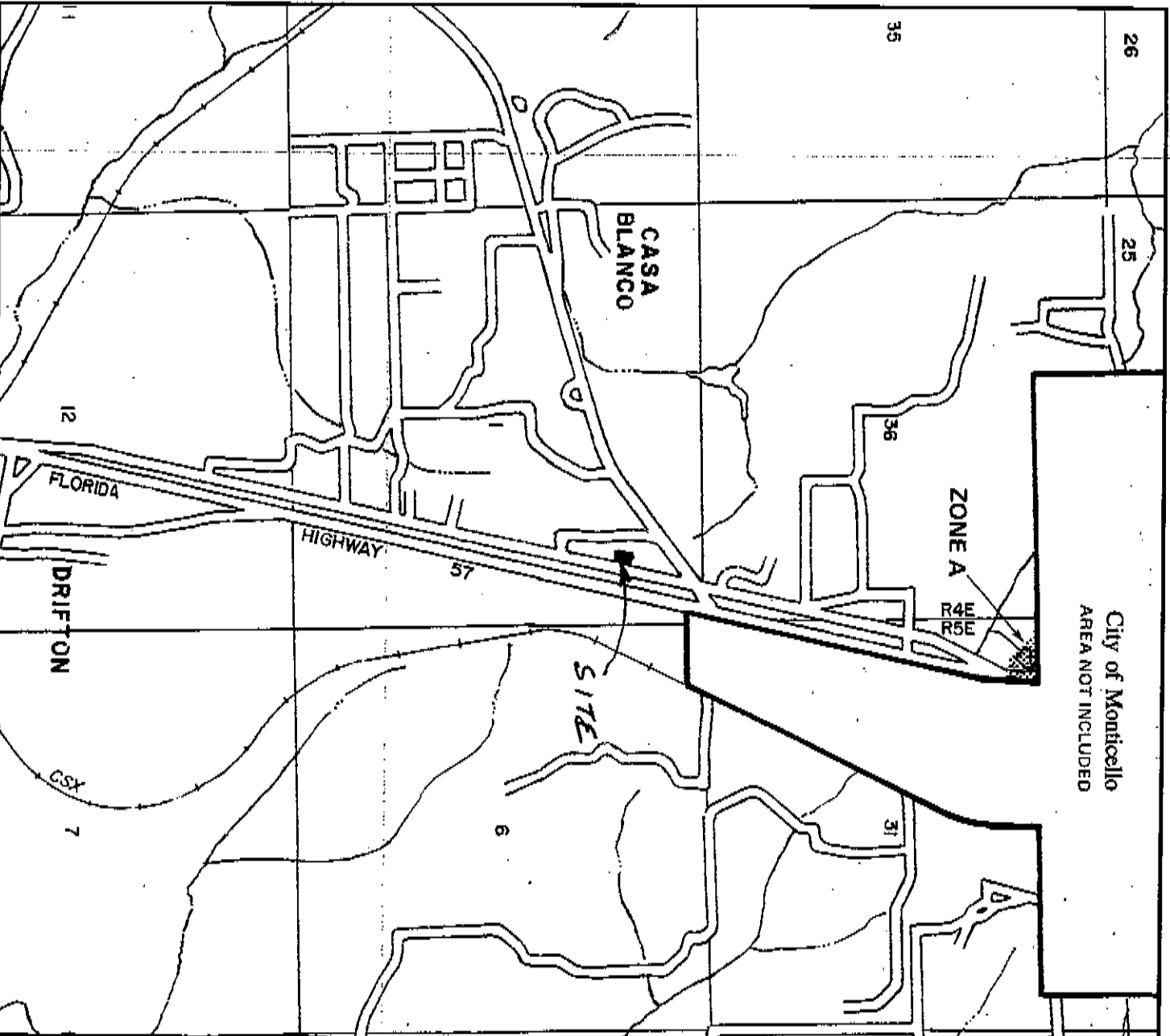
11433  
 2,400.00

PREMIER BANK-Che Site Plan Approval -ACI Clinic Monticello

2,400.00







City of Monticello  
AREA NOT INCLUDED

ZONE A

CASA  
BLANCO

HIGHWAY 57

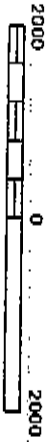
FLORIDA

DRIFTON

SITE



APPROXIMATE SCALE IN FEET



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

JEFFERSON COUNTY,  
FLORIDA  
(UNINCORPORATED AREAS)

PANEL 150 OF 325

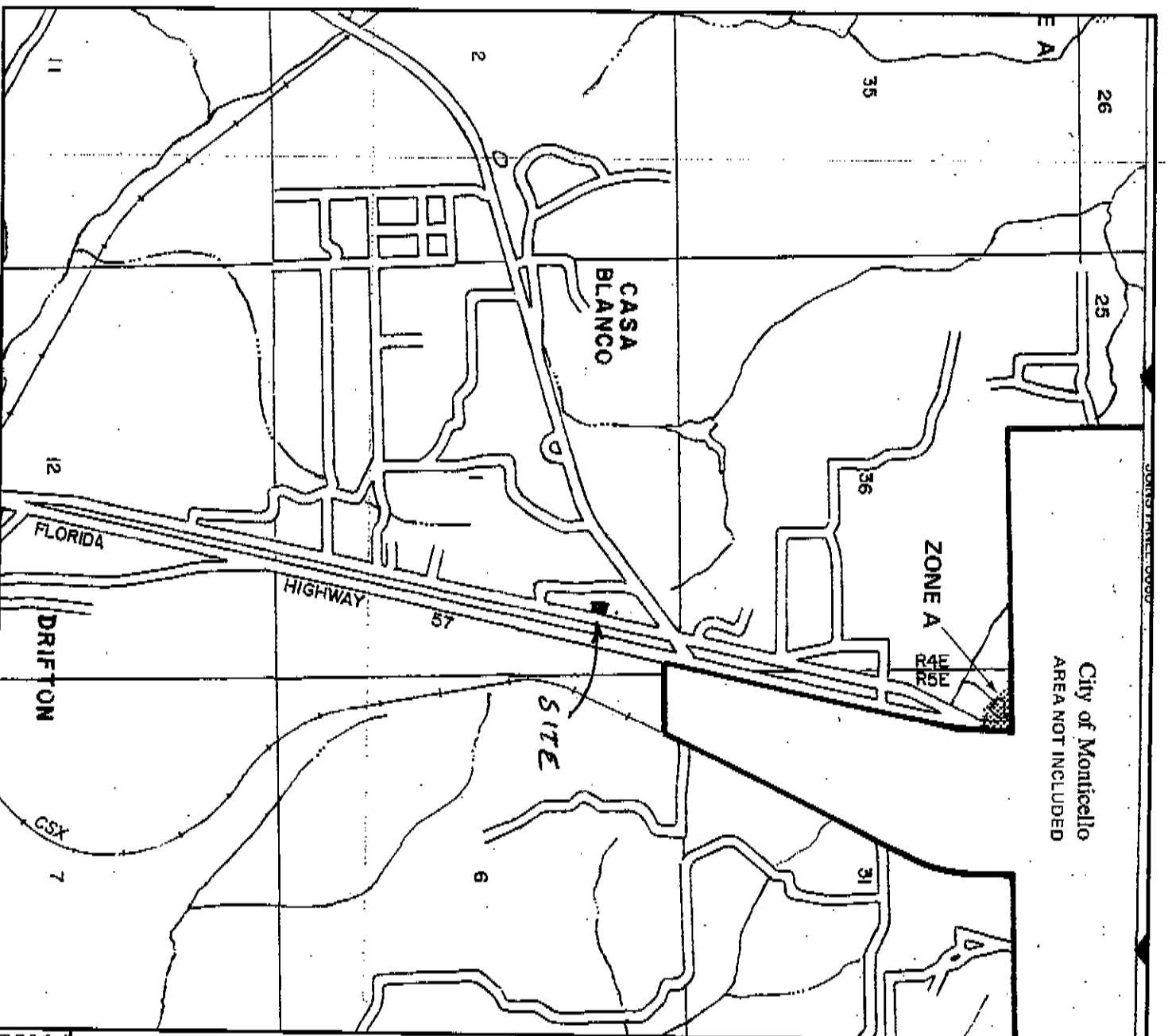
COMMUNITY-PANEL NUMBER:  
120331 0150 B  
EFFECTIVE DATE:  
JULY 16, 1991



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at [www.nmfc.fema.gov](http://www.nmfc.fema.gov)

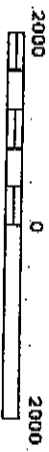




City of Monticello  
AREA NOT INCLUDED










APPROXIMATE SCALE IN FEET






**LEGEND**






**SPECIAL FLOOD HAZARD AREAS INDICATED BY 100-YEAR FLOOD**




-  **ZONE A** No base flood elevation determined.
-  **ZONE AE** Base flood elevation determined.
-  **ZONE AH** Flood depths of 1 to 3 feet (usually result of ponding). Base flood elevation determined.
-  **ZONE AD** Flood depths of 1 to 3 feet (usually street flow or surface runoff). Average depths determined.
-  **ZONE A99** To be protected from 100-year flood by Federal Flood protection system under construction; no base elevations determined.
-  **ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
-  **ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

**FLOODWAY AREAS IN ZONE AE**

-  **OTHER FLOOD AREAS**  
Areas of 500-year flood areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 100-year flood.

-  **OTHER AREAS**  
**ZONE X** Areas determined to be outside 100-year flood plain.
-  **ZONE D** Areas in which flood hazards are undetermined.
-  **UNDEVELOPED COASTAL BARRIERS**

-  Flood Boundary
-  Floodway Boundary
-  Zone D Boundary
-  Boundary, Existing Special Flood Hazard Zone, and Boundary, Existing Area of Offshore Coastal Barrier Reserve System (Special Flood Hazard Zone).
-  Base Flood Elevation Line; Elevation is feet.

-  (EL. 5'0") Base Flood Elevation is Feet When Uniform Within Zone\*
-  RMIS Evacuation Reference Mark
-  M3.0 Mile Mark

**NOTES**

This map is for use in implementing the National Flood Insurance Program. It does not represent liability of Federal, State, or local government. Flood Hazard Areas are all areas subject to flooding, particularly from local drainage sources of each file.

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. The map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.fema.gov](http://www.fema.gov).

Special Flood Hazard areas include zones A, AE, AH, AD, A99, V, VE, X, D, and Undeveloped Coastal Barriers.

Referenced to the National Coastal Vertical Datum of 1929.



**PLANNING AND ZONING DEPARTMENT**  
**JEFFERSON COUNTY/CITY OF MONTICELLO**  
445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345

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Phone: (850)342-0223  
Fax: (850) 342-0225

June 4, 2009

Mr. Frank Darabi, Professional Engineer  
Darabi and Associates, Inc.  
730 Northeast Waldo Road, Suit  
Gainesville, FL 32641

Dear Mr. Darabi:

The County has received the enclosed Apalachee Clinic Center Development Application and requests that you review and provide the County with your comments. This development application is scheduled on the agenda for the July 9, 2009 Planning Commission Meeting. I would appreciate it if you would e-mail your comments to me prior to June 24, 2009.

Please verify that your review fee for this project will be \$1200. If you have any questions, please call me at 850-342-0223. Thank you.

Sincerely,

  
Bill Tellefsen  
Jefferson County Planning Official

Enclosure

BT/kl

## **Bill Tellefsen**

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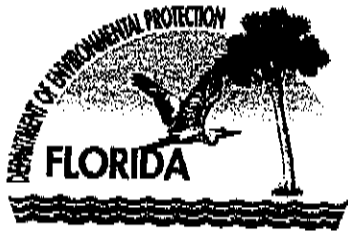
**From:** Frank Darabi [fdarabi@darabiassociates.com]  
**Sent:** Tuesday, June 09, 2009 8:57 AM  
**To:** Bill Tellefsen  
**Subject:** Apalachee Center Clinic

As requested, I just reviewed the site plan and construction documents for the facility. Here are my comments.

1. Please make sure that Applicant provides ERP permit or exemption letter
2. I did not see roadway traffic markings and stop and yield sign, these needs to be installed.

Other than above comments, Plans look acceptable.

**Frank Darabi, P.E.**  
**President**  
**Darabi and Associates, Inc.**  
**4140 NW 37th Place, Suite A**  
**Gainesville, FL 32606**  
**tel: 352-376-6633**  
**Fax: 352-692-5390**  
**Mobile: 352-857-6278**  
**[fdarabi@darabiassociates.com](mailto:fdarabi@darabiassociates.com)**



# Florida Department of Environmental Protection

Northwest District Branch Office  
630-3 Capital Circle Northeast  
Tallahassee, Florida 32301

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

June 10, 2009

Mr. Dan Rutherford  
George and Associates, Consulting Engineers, Inc.  
1967 Commonwealth Lane, Suite 200  
Tallahassee, Florida 32303

Dear Mr. Rutherford:

The information you submitted to the Department for the Apalachee Community Mental Health Services, Jefferson County Branch, commercial outparcel has been reviewed. It has been determined that the proposed building and parking expansion is within the original permitted drainage area of Pond #1, reference Apalachee - Jefferson County Branch permit no. RC33-295365, and is excused from additional permitting requirements in accordance with Rule 62-25, Florida Administrative Code, (F.A.C.).

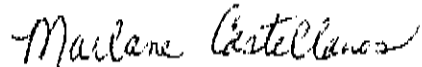
All practical and necessary effort should be taken during construction to control and prevent sediments transfer to surface waters or onto property other than your own. Stabilization of all disturbed surfaces should be completed as quickly as possible to prevent erosion and to reduce the possibility of a turbid discharge.

As per our discussion on June 9, 2009, replacement of the sand filter would be considered routine custodial maintenance only if reconstructed to the original design, as shown on the original approved drawings. Due to the scope of this expansion project and the replacement of the sand filter, the facilities shall be certified by the engineer of record pursuant to Section 62-25.801 (2) (e), F.A.C.

Dan Rutherford  
George & Associates, Consulting Engineers, Inc.  
Apalachee Community Mental Health Services, Inc.  
Page 2 of 2

This letter does not relieve the permittee from obtaining a collection system or distribution system permit where it is required. If you have any questions, please contact Michael Dalton at 850/488-3704 or via email at [Michael.Dalton@dep.state.fl.us](mailto:Michael.Dalton@dep.state.fl.us).

Sincerely,



Marlane Castellanos  
Branch Manager

MC: md

c: Cliff Street, P.E.

# Letter of Transmittal



DATE	06/05/09	JOB NO.	09-5114
ATTENTION	Bill Tellefsen		
	Apalachee Center Clinic		
	90% CD's for Site Plan Approval		

TO Planning Dept.  
445 West Palmer Mill Road  
Monticello, FL 32344

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

- Copy of letter     Change Order     CD     Shop drawings     Plans     Specifications

COPIES	DATE	NO.	DESCRIPTION
3	06/05/09		90% CD's for Apalachee Center Clinic (45 sheets, 24x36)
1	06/05/09		signed & sealed Property Survey
1	06/15/09		Proposed Building Elevation Plan (24x36)
20	06/15/09		C3.1 Site Plan (11x17)
1	06/15/09		Major Development Application Form (faxed copy of signed).
1	06/15/09		500' Buffer Property Owners Mailing List.
1	06/15/09		Copy of Property Deed
1	06/15/09		Site Narrative
	06/15/09		LETTER FOR TREE REMOVAL

TRANSMITTED BY:

- Hand Delivery     Postal Service     FedEx     Pick up

THESE ARE TRANSMITTED as checked below

- For approval     For your use     As requested     Returned for corrections

FOR BIDS DUE \_\_\_\_\_ 2008     PRINTS RETURNED AFTER LOAN TO US

REMARKS

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COPY TO P:\Projects\09-5114\Correspondance\Trns-Tellefsen 060509.doc

SIGNED: Calvin A. Oller *Calvin A. Oller*

Site Narrative  
Apalachee Center Clinic  
June 1, 2009

George & Associates  
Consulting Engineers, Inc.



EXISTING CONDITIONS:

The Apalachee Center Clinic is located at 1996 Jefferson Street in Monticello, Florida, which is in Section 1 of Township 01N and Range 04E. This site is globally located at Latitude 30° 30' 59.55" N and Longitude 83° 52' 30.10" W. Please refer to location map on the Cover Sheet of the submitted plans. The site currently has 4,152 s.f. of buildings, 1,704 s.f. of concrete and 25,592 s.f. of asphalt to produce a total existing impervious area of 31,448 s.f. (0.72 acres) which will be demolished. The site is currently served utilities (water and sewer) by the City of Monticello. The existing topography of the site slopes from west to east and drains into the existing stormwater management facility (SWMF). The SWMF collects, treats and discharges the stormwater into an existing FDOT drainage swale along side Jefferson Street (US 19). The site also contains several protected trees as regulated by Jefferson County Planning and Zoning and enforced by the Jefferson County Board of County Commissioners. In general, the existing conditions of the site appear to be well maintained and function as intended.

PROPOSED IMPROVEMENTS:

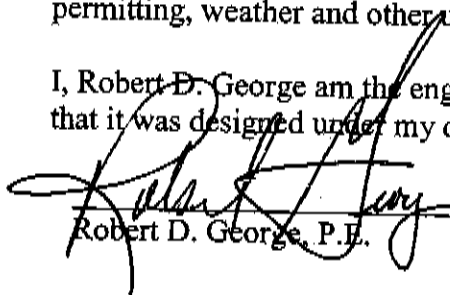
The project will disturb approximately 1.65 acres. The project activities consist of the construction of approximately 8,700 s.f. of building area, 3,116 s.f. of concrete sidewalk and other miscellaneous concrete area, and 34,230 s.f. of asphalt. Therefore, the total amount of proposed impervious area equals 46,046 s.f. (1.06 acres). This produces a net increase of 14,598 s.f. from the current site conditions. In addition to the improvements listed above, the project activities will include continued utility service from the City of Monticello as well as a project long Sedimentation and Erosion Control Plan that includes the protection of the protected trees on site.

PROJECT CONCEPTUAL SCHEDULE:

Secure all necessary local and state permits – August 1, 2009  
Mobilization and Install Erosion Control and Tree Protection Measures – August 15, 2009  
If necessary, begin construction of SWMF expansion – September 1, 2009  
Begin site clearing and grubbing – September 15, 2009  
Complete building pad and rough in new driveway and parking area – October 1, 2009  
Begin construction of new building – October 15, 2009  
Finish grade and stabilize site improvements – November 1, 2009  
Complete new building and pave driveway and parking areas – April 1, 2010  
Substantial completion – May 1, 2010  
Project close out – June 1, 2010

\*Conceptual dates are subject to change due to actual owner approved construction schedule, permitting, weather and other unforeseen conditions.

I, Robert D. George am the engineer for the stormwater management plan and do certify that it was designed under my direct supervision.

  
Robert D. George, P.E. 5940  
4/5/09

One Source. Many Solutions.

George & Associates  
Consulting Engineers, Inc.



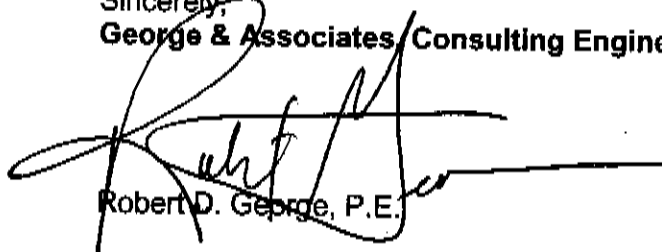
June 5, 2009

Mr. Bill Tellefsen, Planning Official  
Planning Department for Jefferson County  
445 West Palmer Mill Road  
Monticello, FL 32344

Dear Mr. Tellefsen,

This is a letter stating that there are not any "Protected Trees" (24" dia. Or larger) shown to be removed during construction on the proposed Apalachee Center Clinic. The trees to be removed are due to new site layout and to avoid removal of any "Protected Trees". The trees to be removed are shown on the "Tree Removal Table" on sheet C2.1 in the proposed Apalachee Center Clinic plans.

Sincerely,  
George & Associates Consulting Engineers, Inc.



Robert D. George, P.E.

Cc: P:\Projects\09-5114\Permitting\tr-Tellefsen060509.doc

One Source. Many Solutions.



**Johnnie Abron**

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**From:** Calvin Oller [coller@gaceng.net]  
**Sent:** Friday, May 29, 2009 12:22 PM  
**To:** johnnie.abron@jeffersonpa.net  
**Cc:** Dan Rutherford  
**Subject:** 500 foot Buffer Request of Adjacent Land Owners

Johnnie,

This is a request for the 500' buffer of adjacent land owners to the Apalachee Center Property, parcel # 01-1N-4E-0000-0270-0000 to be used for a "Major Development Application". Someone with George & Associates, Inc. will pick it up and pay the fee Monday afternoon, 6/1. Please send e-mail to verify completion. If you have any questions, please call or e-mail.

Thank you,  
Calvin



**Calvin Oller**  
*Designer CADD Technician*  
**George & Associates Consulting Engineers, Inc.**  
1967 Commonwealth Lane, Ste. 200  
Tallahassee, Florida 32303  
P 850.521.0344 F 850.521.0345  
[coller@gaceng.net](mailto:coller@gaceng.net)

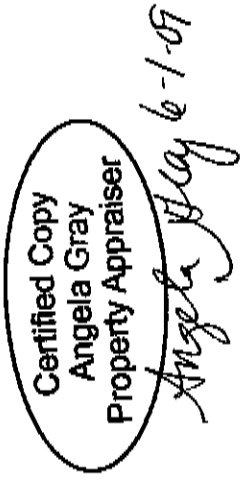
**Waiver of Liability Notice:**

This electronic format is provided for informational purposes only. It is intended exclusively for the individual or entity to which it is addressed.

Users of this electronic format are responsible for checking its consistency with current original signed and sealed plans and specifications as prepared, issued, and held by George & Associates, Consulting Engineers, Inc. George & Associates, Consulting Engineers, Inc. shall not be responsible or liable for any changes made electronically or otherwise. Information regarding any alleged conflicts, errors, or omissions should be submitted in writing to George & Associates, Consulting Engineers, Inc.

Use of this electronic format by any party constitutes acceptance of this Waiver of Liability. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

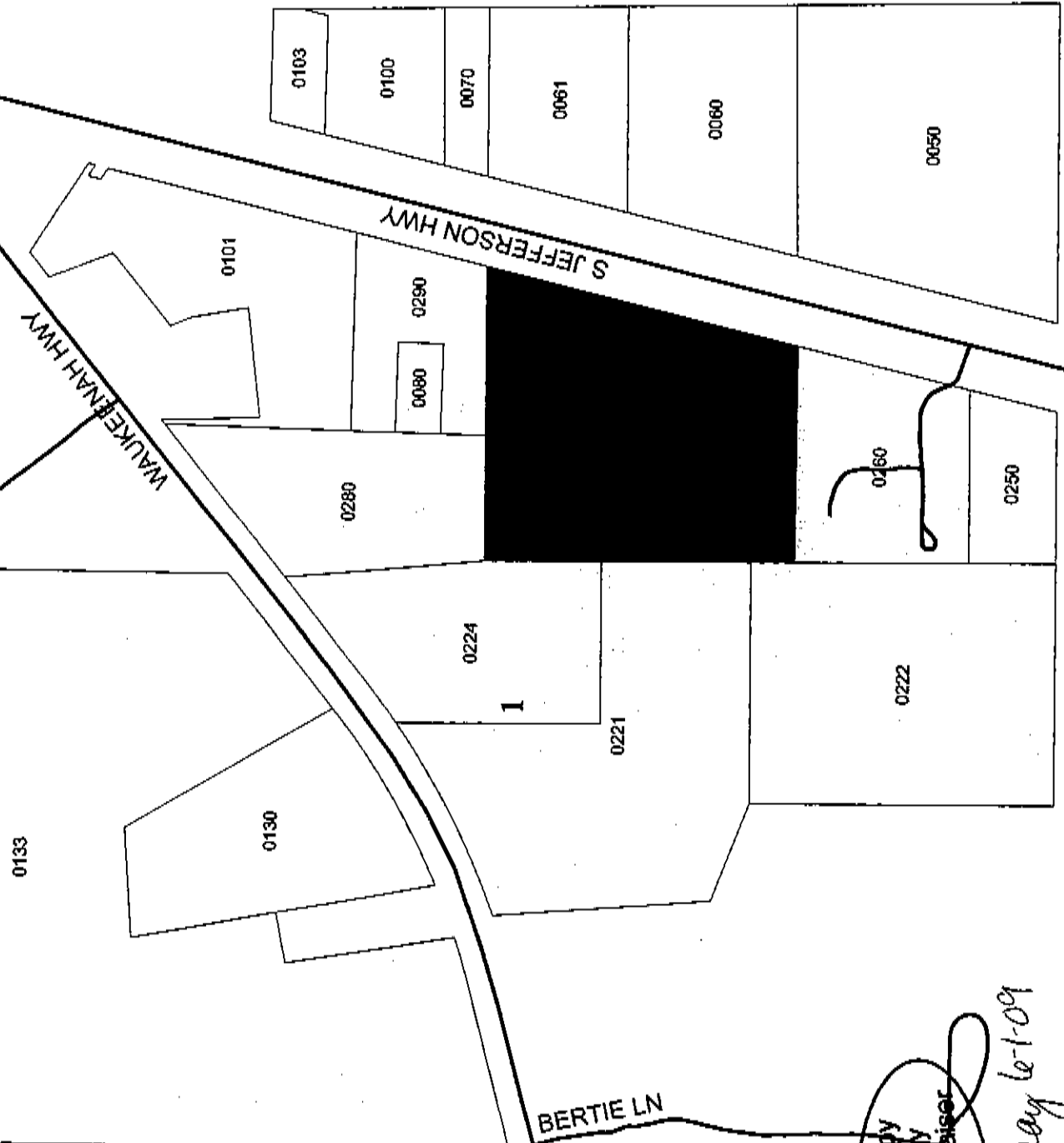
PARCELID	PARIDT	TXT2	OWNER	STR_ADD_1	STR_ADD_2	CITY	STATE	ZIP_CODE
01-1N-4E-0000-0133-0000	0133		STANTON ROBERT F & MARY K	43 KIM'S LANE		LAMONT	FL	32336.000000
01-1N-4E-0000-0101-0000	0101		JEFFERSON COUNTY SCHOOL BOARD	1490 W WASHINGTON ST		MONTICELLO	FL	32344.000000
01-1N-4E-0000-0130-0000	0130		VAN SCOTER W DAVID & MIRIAM C		404 WAUKEENAH HWY	MONTICELLO	FL	32344.000000
01-1N-4E-0000-0280-0000	0280		REGISTER TED & JACQUELYN TRUSTEES		271 WAUKEENAH HWY	MONTICELLO	FL	32344.000000
01-1N-4E-0000-0103-0000	0103		SMITH DONNIE E	1779 S JEFFERSON		MONTICELLO	FL	32344.000000
01-1N-4E-0000-0224-0000	0224		REGISTER TED C & JACQUELYN R TRUSTEES		271 WAUKEENAH HWY	MONTICELLO	FL	32344.000000
01-1N-4E-0000-0100-0000	0100		TIERA CIELO LLC	P O BOX 160		MONTICELLO	FL	32345.000000
01-1N-4E-0000-0290-0000	0290		TRUSTEES PALBEARERS	LODGE 1 NW NO 2		MONTICELLO	FL	32344.000000
01-1N-4E-0000-0080-0000	0080		TR CASA BIANCA MISS BAPTIST CHURCH			MONTICELLO	FL	32344.000000
01-1N-4E-0000-0221-0000	0221		LU JOHN H T & RUTH C N	1124 CARLOS PRIVADA		MOUNTAIN VIEW	CA	94040.000000
01-1N-4E-0000-0070-0000	0070		A P PROPANE, INC #9793	P O BOX 798		VALLEY FORGE	PA	19482.000000
01-1N-4E-0000-0061-0000	0061		GINCO LLC	P O BOX 945		MONTICELLO	FL	32345.000000
01-1N-4E-0000-0270-0000	0270		APALACHEE CENTER FOR HUMAN SERVICES INC		2634-J CAPITAL CIRCLE N E	TALLAHASSEE	FL	32308.000000
01-1N-4E-0000-0060-0000	0060		RABON FRANCES H REV TR	P O BOX 343		MONTICELLO	FL	32345.000000
01-1N-4E-0000-0222-0000	0222		MEDIATE ROY D & YVONNE J	66 MEDIATE LANE		MONTICELLO	FL	32344.000000
01-1N-4E-0000-0050-0000	0050		M R M REALTY CORP	PO BOX 271		GREENVALE	NY	11548.000000
01-1N-4E-0000-0260-0000	0260		SPINNENWEBER DICK & CATHERINE	346 KOA ROAD		MONTICELLO	FL	32344.000000
01-1N-4E-0000-0250-0000	0250		MEDIATE ROY D & YVONNE	P O BOX 788		MONTICELLO	FL	32345.000000


  
 Certified Copy  
 Angela Gray  
 Property Appraiser  
*Angela Gray 6-1-09*

LACAPRA RD 36

NACODSA RD 31

6



BERTIE LN

Certified Copy  
 Angela Gray  
 Property Appraiser

*Angela Gray 6-1-09*



## Bill Tellefsen

---

**From:** Dan Rutherford [drutherford@gaceng.net]  
**Sent:** Monday, June 22, 2009 1:23 PM  
**To:** 'Simmons, Howard'  
**Co:** 'Calvin Oller'; bill.tell@co.jefferson.fl.us  
**Subject:** RE: Apalachee Mental Health Improvements  
**Attachments:** image001.jpg; image003.jpg

Thank you for your review. We will take care of the striping and signage.

Dan



**Dan Rutherford**  
*George & Associates Consulting Engineers, Inc.*  
1967 Commonwealth Lane, Suite 200  
Tallahassee, Florida 32303  
850.521.0344 (office)  
850.521.0345 (fax)  
[drutherford@gaceng.net](mailto:drutherford@gaceng.net)

---

**From:** Simmons, Howard [mailto:SimmonsH@transfieldservices.com]  
**Sent:** Thursday, June 18, 2009 1:11 PM  
**To:** Dan Rutherford  
**Cc:** Calvin Oller  
**Subject:** RE: Apalachee Mental Health Improvements

Dan,  
The existing driveway meets the current FDOT requirements so another permit is not required at this time. However, you will need to place a stop sign, stop bar and striping on the existing pavement to correct the current access.

**Howard E. Simmons, Sr.**  
Permits / Field Engineer | Five County

**Transfield Services** | North America | Transportation Infrastructure

1455 N. Jefferson Street, Monticello, FL 32344, USA  
T: 850.997.5000 | F: 850.997.5002 | C: 850.544.4022  
E: [simmonsh@transfieldservices.com](mailto:simmonsh@transfieldservices.com) | W: [www.transfieldservices.com/na](http://www.transfieldservices.com/na)

Partners for Change | We lead the way | We do what's right | We care for each other | We take responsibility

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**From:** Dan Rutherford [mailto:drutherford@gaceng.net]  
**Sent:** Monday, June 15, 2009 3:14 PM  
**To:** Simmons, Howard  
**Cc:** 'Calvin Oller'  
**Subject:** Apalachee Mental Health Improvements

Mr. Simmons,  
We are the civil engineering consultants for a project involving the Apalachee Mental Health Facility in Jefferson County on US 19. Our plans are to build a new facility on the current site behind the existing building and remove the existing building at the completion of construction. I do not anticipate any increase in the number of trips per day for this facility and we are purposefully, not altering the driveway connection. Our plans and proposed design does not call any improvements/disturbance within the FDOT R/W. Will VMS or FDOT require any type of permitting for this project? I have been asked by the county to supply to them a letter from the appropriate agency concerning the driveway connection, which states something on the order of "No improvements Warranted".

I have attached the site plan for this project for your review. If you need any additional information or wish to discuss, please call or contact our office.

Thank you for your help with this,  
Dan



**Dan Rutherford**  
*George & Associates Consulting Engineers, Inc.*  
1967 Commonwealth Lane, Suite 200  
Tallahassee, Florida 32303  
850.521.0344 (office)  
850.521.0345 (fax)  
[drutherford@gaceng.net](mailto:drutherford@gaceng.net)

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"This email and any attachments are confidential and are for the intended addressee[s] only. Unauthorised use of this communication is prohibited. If you have received this communication in error, please notify the sender and remove them from your system. Confidentiality is not waived or lost by reason of the mistaken delivery to you. Before opening or using any attachments, it is your responsibility to check them for viruses and defects."

Thank You.

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**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent To:  
MONTICELLO FL 32344

Postage	\$ 0.44	0693
Certified Fee	\$2.80	19
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/08/2009

Name (Please Print Clearly) (To be completed by mailer)  
David & Miriam Van Scoter  
Street, Apt. No., or PO Box No.  
404 Waukeenah Highway  
City, State, ZIP+4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent To:  
MONTICELLO FL 32344

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Certified Fee	\$2.80	19
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/08/2009

Name (Please Print Clearly) (To be completed by mailer)  
Ted & Jacquelyn Register, Trustees  
Street, Apt. No., or PO Box No.  
271 Waukeenah Highway  
City, State, ZIP+4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service  
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Article Sent To:  
MONTICELLO FL 32345

Postage	\$ 0.44	0693
Certified Fee	\$2.80	19
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/08/2009

Name (Please Print Clearly) (To be completed by mailer)  
Tiera Cleo LLC  
Street, Apt. No., or PO Box No.  
P.O. Box 160  
City, State, ZIP+4 Monticello, FL 32345

PS Form 3800, July 1999 See Reverse for Instructions

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CERTIFIED MAIL RECEIPT  
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Article Sent To:  
MONTICELLO FL 32344

Postage	\$ 0.44	0693
Certified Fee	\$2.80	19
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/08/2009

Name (Please Print Clearly) (To be completed by mailer)  
Jefferson County School Board  
Street, Apt. No., or PO Box No.  
1490 W Washington Street  
City, State, ZIP+4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
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Article Sent To:  
LEADONT FL 32336

Postage	\$ 0.44	0693
Certified Fee	\$2.80	19
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/08/2009

Name (Please Print Clearly) (To be completed by mailer)  
Robert F. & Mary K. Stanton  
Street, Apt. No., or PO Box No.  
43 Kim's Lane  
City, State, ZIP+4 Monticello, FL 32336

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
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Article Sent To:  
MONTICELLO FL 32344

Postage	\$ 0.44	0693
Certified Fee	\$2.80	19
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.54	06/08/2009

Name (Please Print Clearly) (To be completed by mailer)  
Donnie Smith  
Street, Apt. No., or PO Box No.  
1779 S Jefferson  
City, State, ZIP+4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

7099 3220 0004 2945 7870

7099 3220 0004 2945 7887

7099 3220 0004 2945 7900

7099 3220 0004 2945 7856

7099 3220 0004 2945 7863

7099 3220 0004 2945 7894

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:  
 MONTICELLO FL 32344

Postage	\$ 00.44	0693	
Certified Fee	\$ 2.80	19	
Return Receipt Fee (Endorsement Required)	\$ 2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 45.54</b>		<b>06/08/2009</b>

Name (Please Print Clearly) (To be completed by mailer)  
 TR.CASA Bianca Miss.Baptist Church  
 Street, Apt. No.; or PO Box No. P.O. Box 826  
 City, State, ZIP+4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
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Article Sent To:  
 VALLEY FORGE PA 19482

Postage	\$ 00.44	0693	
Certified Fee	\$ 2.80	19	
Return Receipt Fee (Endorsement Required)	\$ 2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 55.54</b>		<b>06/08/2009</b>

Name (Please Print Clearly) (To be completed by mailer)  
 AP Propane, Inc. #9793  
 Street, Apt. No.; or PO Box No. P.O. Box 798  
 City, State, ZIP+4 Valley Forge, PA 19482

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
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Article Sent To:  
 MONTICELLO FL 32345

Postage	\$ 00.44	0693	
Certified Fee	\$ 2.80	19	
Return Receipt Fee (Endorsement Required)	\$ 2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 45.54</b>		<b>06/08/2009</b>

Name (Please Print Clearly) (To be completed by mailer)  
 Rabon Frances H REV TR  
 Street, Apt. No.; or PO Box No. P.O. Box 343  
 City, State, ZIP+4 Monticello, FL 32345

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:  
 MONTICELLO FL 32344

Postage	\$ 00.44	0693	
Certified Fee	\$ 2.80	19	
Return Receipt Fee (Endorsement Required)	\$ 2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 45.54</b>		<b>06/08/2009</b>

Name (Please Print Clearly) (To be completed by mailer)  
 Trustees Palbearers  
 Street, Apt. No.; or PO Box No. Lodge 1 NW No 2  
 City, State, ZIP+4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:  
 MOUNTAIN VIEW GA 94040

Postage	\$ 00.44	0693	
Certified Fee	\$ 2.80	19	
Return Receipt Fee (Endorsement Required)	\$ 2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 45.54</b>		<b>06/08/2009</b>

Name (Please Print Clearly) (To be completed by mailer)  
 Joh HT. & Ruth CN.LU  
 Street, Apt. No.; or PO Box No. 1124 Carlos Privada  
 City, State, ZIP+4 Mountain View, GA 94040

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
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Article Sent To:  
 MONTICELLO FL 32345

Postage	\$ 00.44	0693	
Certified Fee	\$ 2.80	19	
Return Receipt Fee (Endorsement Required)	\$ 2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 45.54</b>		<b>06/08/2009</b>

Name (Please Print Clearly) (To be completed by mailer)  
 Ginco LLC  
 Street, Apt. No.; or PO Box No. P.O. Box 945  
 City, State, ZIP+4 Monticello, FL 32345

PS Form 3800, July 1999 See Reverse for Instructions

7099 3220 0004 2945 7924  
 7099 3220 0004 2945 7948  
 7099 3220 0004 2945 7937  
 7099 3220 0004 2945 7962  
 7099 3220 0004 2945 7955



**U.S. Postal Service**  
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7099 3220 0004 2945 7986

Article Sent To:  
 GREENVALE NY 11548

Postage	\$ 0.44	0693	
Certified Fee	\$2.80	19	
Return Receipt Fee (Endorsement Required)	\$2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>	<b>06/08/2009</b>	

Name (Please Print Clearly) (To be completed by mailer)  
 MRM Realty Corp  
 Street, Apt. No., or PO Box No. P.O. Box 271  
 City, State, ZIP+ 4 Greenville, NY 11548

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
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7099 3220 0004 2945 8006

Article Sent To:  
 MONTICELLO FL 32345

Postage	\$ 0.44	0693	
Certified Fee	\$2.80	19	
Return Receipt Fee (Endorsement Required)	\$2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>	<b>06/08/2009</b>	

Name (Please Print Clearly) (To be completed by mailer)  
 Roy & Yvonne Mediate  
 Street, Apt. No., or PO Box No. P.O. Box 788  
 City, State, ZIP+ 4 Monticello, FL 32345

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

7099 3220 0004 2945 7979

Article Sent To:  
 MONTICELLO FL 32344

Postage	\$ 0.44	0693	
Certified Fee	\$2.80	19	
Return Receipt Fee (Endorsement Required)	\$2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>	<b>06/08/2009</b>	

Name (Please Print Clearly) (To be completed by mailer)  
 Roy & Yvonne Mediate  
 Street, Apt. No., or PO Box No. 66 Mediate Lane  
 City, State, ZIP+ 4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

7099 3220 0004 2945 7993

Article Sent To:  
 MONTICELLO FL 32344

Postage	\$ 0.44	0693	
Certified Fee	\$2.80	19	
Return Receipt Fee (Endorsement Required)	\$2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>	<b>06/08/2009</b>	

Name (Please Print Clearly) (To be completed by mailer)  
 Dick & Catherine Spinnenveber  
 Street, Apt. No., or PO Box No. 346 KOA Road  
 City, State, ZIP+ 4 Monticello, FL 32344

PS Form 3800, July 1999 See Reverse for Instructions



**PLANNING AND ZONING DEPARTMENT**  
**JEFFERSON COUNTY/CITY OF MONTICELLO**  
445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345

Phone: (850) 342-0223  
Fax: (850) 342-0225

June 3, 2009

Re: Major Development Site Plan Review

Dear Property owner:

A parcel of land located within approximately 500 feet of your property is under review for a proposed major development site plan review for a new clinic for the Apalachee Center for Human Services, Inc. The proposed site plan is located at 1996 South Jefferson (US 19 South) on parcel number 01-1N-4E-0000-0270-0000, Jefferson County.

If you have any comments concerning the proposed major development site plan review for a new clinic, please provide them to the Jefferson County Planning Office at the above address. The Jefferson County Planning Commission will review and make their recommendation to the Jefferson County Board of County Commissioners on July 9, 2009 @ 7:00 pm. And the Jefferson County Board of County Commissioners will review and make their decision on the above major development site plan review for a classroom addition on July 16, 2009 @ 6:00 pm in the courthouse annex located at 435 West Walnut Street, Monticello, Florida.

The meeting may be continued as necessary. From the Florida "Government in the Sunshine Manual", page 36, 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 or she will need a record of the proceedings, and that, for such purpose, he or she 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. Thank you.

Sincerely,



William "Bill" Tellefsen  
Planning Official

Enclosure: Location Map



**Jefferson County  
Emergency Management Office  
169 Industrial Park  
Monticello Fl. 32345  
(850) 342-0211**

**"We help prepare, because we care"**

**Carol A. Ellerbe  
Director**

**July 9, 2009**

**Jefferson County Board of County Commissioners  
1 Courthouse Circle, Rm. 10  
Monticello, FL 32344**

**Reference: July 16, 2009 Meeting Monthly Report**

### **Emergency Management**

Good Evening,

**During the month of JUNE our office was busy with the following issues:**

- June 1<sup>st</sup> - Our office participated in the Statewide Hurricane Exercise. This was a small participation due to the fact that we were in the process of moving from the old EOC to the NEW EOC.
- June 3<sup>rd</sup> - Met with Progress Energy and Dispatchers from the Sheriff's Office and Monticello Police Department. The purpose of the meeting was to discuss if there has been any problems with the communicating during any events. To be sure that everyone new how Progress Energy handles their operations during events and who could be contacted if any problems should arise. Over all it was a very good meeting. All agencies came out of the meeting with a better understanding of others operations.
- June 8th - Our office met with Brynwood director to address updates made to their disaster plan. Most updates were notification (names) information.
- June 11th - Carol from our office attended the Board of County Commissioners Retreat. We presented our list of 5 year capital Improvements.
- June 15th - Carol met with Rusty Hamrick and Demott Anderson of Simpson Nurseries. Simpson Nurseries were very kind in donating the shrubs and pine straw that is located around the new EOC. When you get a chance to see any of their owners or Mr. Hamrick or Mr. Anderson please give them a big "THANK YOU".

- June 19<sup>th</sup> – Attended the department head meeting held at the Courthouse Annex that morning. That afternoon our office held a small ribbon cutting ceremony for the new EOC. It was very well attended. We had about 70 to 75 folks that attended. Represented were Current Jefferson County Board of County Commissioners and a former Commissioner, City of Monticello Council Members, the Mayor of Monticello, City of Monticello Manager + 1 other, Monticello Police Chief, folks from the State Emergency Management, Representative Leonard Bemby, Tallahassee Weather Service, Riley Palmer Construction, Johnson Architects, Jefferson County Sheriff's Office, Jefferson County Solid Waste, Jefferson County Health Department, American Red Cross, Embark, Progress Energy, Jefferson County Clerk's Office, Jefferson County Fire/Rescue, Lloyd Volunteer Fire/Rescue, Jefferson County Coordinator's Office, Jefferson County Parks and Recreation Dept., Capital City Bank, Members of the Jefferson County Legislative Committee, Madison County Emergency Management, Jefferson County Ham Radio Volunteers, Jefferson County Emergency Management Volunteers and other several citizens of the county. **Just want to say a big "THANK YOU FOR ATTENDING".**
  
- June 30<sup>th</sup> – Carol attended the Retirement Party for Madison County Emergency Management, Director Jim Stanley.

If any of you have any questions for me please either come see me or give me a call at 342-0211 (office) or 545-5098 (cell).

Thank You,  
Carol A. Ellerbe

**Jefferson County Board of County Commissioners  
Monthly Status Report**



Jefferson County Courthouse

**Program Administration for SHIP and Housing Choice Voucher (Section 8) programs**

**Grants Department**

**May 2009**

**Prepared by:  
Meridian Community Services Group, Inc.**

The monthly status report applies to SHIP and Section 8 programs for Jefferson County and is intended as a summary of activities. To date the following activities have been completed:

**SHIP DOWN PAYMENT & NEW CONSTRUCTION**  
**(\$300,000)**

**Scope:** Down Payment, Rehabilitation and New Construction assistance.

**Status:** Six pending closing.

**Issues:** *Project on schedule.*

**Activities:**

Processing Potential Rehabilitation Participants Income/Asset Verification	Ongoing
Review of the SHIP budget	
Review of AHAC responsibilities	Ongoing
Processing eight down payment applications for eligibility	

**Section 8 Program HAP (\$599, 988):**

**Scope:** Section 8 is a Tenant Based Voucher program design to increase affordable rental housing choices for very low income families.

**Status:** Currently the County has 101 voucher holders.

**Issues:** *Project on schedule.*

**Activities:**

Conducted 5 recertifications and 6 inspections	5/6/09 & 5/7/09
In house audit of tenant files	5/14/09
One pending admission	In process
Updating Admin Plan	Ongoing
Preparing for Financial Audit	Ongoing

**Jefferson County Board of County Commissioners  
Monthly Status Report**



Jefferson County Courthouse

**Program Administration for SHIP and Housing Choice Voucher (Section 8) programs**

**Grants Department**

**June 2009**

**Prepared by:  
Meridian Community Services Group, Inc.**

The monthly status report applies to SHIP and Section 8 programs for Jefferson County and is intended as a summary of activities. To date the following activities have been completed:

**SHIP DOWN PAYMENT & NEW CONSTRUCTION**  
**(\$300,000)**

**Scope:** Down Payment, Rehabilitation and New Construction assistance.

**Status:** Two closings. Four pending closing

**Issues:** *Jefferson County has been allocated SHIP funds for the Florida Homebuyer Opportunity Program a newly created program designed to assist first-time homebuyers whose maximum adjusted gross income does not exceed \$75,000 for single taxpayer households or \$150,000 for joint-filing taxpayer households. The Florida Homebuyer Opportunity Program was created during the 2009 legislative session to supplement provisions of The American Recovery and Reinvestment Act of 2009 by providing subordinate down payment assistance loans to first time homebuyers who are eligible to receive the federal first-time homebuyer tax credit under the American Recovery and Reinvestment Act of 2009.*

**Activities:**

Received Social Security Verifications on five rehabilitation applications	6/15/09
Waiting on asset verifications on five rehabilitation applications	In process
Review of the SHIP budget	Ongoing
Processing eight down payment applications for eligibility	In process
SHIP training Orlando	6/25-6/26

**Section 8 Program HAP (\$599, 988):**

**Scope:** Section 8 is a Tenant Based Voucher program design to increase affordable rental housing choices for very low income families.

**Status:** Currently the County has 102 voucher holders.

**Issues:** *Project on schedule.*

**Activities:**

Conducted 30 recertifications and 15 inspections	6/5, 6/11, 6/15, 6/16,6/29, 6/30
In house audit of tenant files	6/12
One new admission	In process
Updating Admin Plan	Ongoing
Preparing for Financial Audit	Ongoing



## Memorandum

**Date: July 9, 2009**

**To: Roy Schleichner/County Coordinator  
County Commissioners**

**From: Beth Thorne**

**Subject: Monthly Report for June**

---

Revenue from:	Recyclables	\$ 1,099.30
	Roll-off Rentals	\$ 200.00
	Refuse Billing	<u>\$ 1,681.00</u>
Total Month Revenues:		\$ 2,980.30

Manned Site Tonnage from:	Aucilla Site	40.12
	Bassett Site	16.15
	Fulford Site	16.91
	Lamont Site	36.65
	Lloyd Site	61.20
	Nash Site	71.18
	New Monticello Site	59.44
	Main Office Site	13.07
	Pinckney Hill Site	14.09
	Recreation Park Site	63.42
	Tyson Road Site	10.93
	Wacissa Site	48.76
	Waste Tires	11.27

Landfill Budgeted Amount:	\$1,658,644.00
Current Month Expenditures:	\$ 102,952.26
Year-to-date Expenditures:	<u>\$ 970,631.49</u>
Remaining Balance:	\$ 688,012.51

Refuse Budgeted Amount:	\$248,892.00
Current Month Expenditures:	\$ 16,752.11
Year-to-date Expenditures:	<u>\$141,324.03</u>
Remaining Balance:	\$107,567.97

Animal Control Budgeted Amount:	\$17,000.00
Year-to-date Expenditures:	\$13,824.33
Year-to-date Revenues:	<u>\$ 1,835.00</u>
Remaining Balance:	\$ 6,078.34



## Jefferson County Parks and Recreation Department

"Where EveryBODY Plays"

Recreation Park- 1380 Mamie Scott Drive -850-342 0240 Mike Holm Park Manager

College Park – 2726 West Washington Street- no phone or manager at this time (under construction)

River Park – no phone or manager at this time (planning stage)

Monthly Report

June 2009

### Recreational Park

The Road Department has ordered and delivered the pipe for the repairs to the walk track due to Tropical Storm Fay. Repairs and maintenance at the park continue to be a problem due to the lack of tools and equipment. Tools and equipment have to be borrowed in order to perform the daily maintenance required. We have had people wanting to volunteer to do work at the park but without tools and equipment it is impossible to utilize the help.

**I ( Henry Gohlke ) have had donated from a out of town business 100 t-shirts which I plan on selling to raise money for the parks. Cost of the t-shirts will be \$12.00.**

### College Park

The Horse Arena is coming along slow, finishing touches are needed but once again equipment and tools are needed to GET THE JOB DONE. The Road Department has help so much with the construction and is planning on working on the parking area, and cutting grass.

A meeting was held with Green Industries regarding access to the property and they plan on fencing in the entire area which they are leasing from the county, this will eliminate the much needed parking for any large event at the arena site.

**The county needs to review and redo the lease with North Florida Community College in order to take possession of more of the property along the North side. The Health Department would like to put in a Frisbee park. I suggest that we redo the lease and let the college use the approx 10 acres or less which they may need and the parks department use the rest of the property to set up a road side park for the use of the residents of the community. It is a shame for all that property at College Park not to be utilized by the Park Department for the residents of Jefferson County. We will not be able to apply for nor obtain any FRDAP grants on the property without possession of the property. The county should not give up this prime property for the residents, just so that Green Industries/ NFCC can obtain the \$ 200,000.00 from the State of Florida and approx. \$ 247,000.00 from the Federal Government. PLEASE REDO THE LEASE!**

There are a few organizations wanting to use the classroom for meetings but we need to purchase chairs and tables. Once again we need equipment to prepare the arena in order to properly market the facility.

**I ( Henry Gohlke ) have purchase and personally donated 190 box wood plants to be planted around the building, I am looking for volunteers to help plant the hedge and the equipment to dig holes, and spread the mulch which was obtained from the solid waste department.**

### River Park

The facility is inspected on a weekly basis to insure the area is maintained and kept clean by the Parks and Recreational Department. Meetings with the sub-committee continue on the planning of the River Park.

Henry Gohlke continues to monitor the repairs, construction, maintenance and all the FRDAP grants for the Recreational Park and College Park and River Park. **A draft of Parks Department Rules and Regulations along with a Parks Facilities Use and Fee Schedule were submitted to the Board of County Commissioner's .**

Submitted by,

*Henry G. Gohlke*

6/2009