

Board of County Commissioners

Jefferson County, Florida

Stephen G. Fulford District 1, Chair	John Nelson, Sr. District 2	Hines F. Boyd District 3	Betsy Barfield District 4	Danny Monroe, III District 5
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Regular Session Agenda

September 1, 2011 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344

1. **9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
 - a) **Capital Area Community Action Agency – Dorothy Inman-Johnson**
3. **Consent Agenda**
 - a) **Approval of Agenda**
4. **Citizens Request & Input on Non-Agenda Items**
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
 - a) **Legislative Priorities – Dick Bailar/Legislative Committee**
 - b) **CDBG Program Administration Services Contract – Roy Schleicher**
 - c) **EMS Grant Fund Distribution – Chief Matthews**
 - d) **EMS County Grant Fund Resolution – Chief Matthews**
 - e) **Resolution on Volunteer Board Appointments – Scott Shirley**
 - f) **Jefferson County Volunteer Application Approval – Scott Shirley**
 - g) **Assessments Presentation – Jeff Rackley/Government Services Group**
 - h) **Update on old Grants Building – Roy Schleicher**
 - i) **Wacissa River Easement Perimeter Fencing – Commissioner Monroe**
 - j) **NRCS Easement Issue – Commissioner Monroe**
6. **PUBLIC HEARING (10 A.M.): ORDINANCE NO. 2011-072111-01**
CODE ENFORCEMENT
(2ND READING)
7. **County Coordinator's Report**
 - a) **Road Department Mower Bids**
 - b) **Road Department Operational Management Analysis**
8. **Citizen's Forum**
(3 Minute Limit, Discussion Allowed.)
9. **Commissioner Discussion Items**
10. **Adjourn**

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

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

ITEM 5(a): LEGISLATIVE PRIORITIES

BOARD OF COUNTY COMMISSIONERS

2012 Legislative Priorities

The BOCC directs the Legislative Committee to pursue specific priorities during the 2012 Florida Legislative Session which begins January 10, 2012. Listed below are the 2011 Priorities, some of which may well be repeated for the 2012 Session. The DOR indicates at present that there may be a 1.2 billion increase of revenue over projected income. However, I have heard nothing about any chances for CBIR or FRDAP funding. In the past, we have operated on the principle of "Maintaining our base," and if you don't ask for it, you won't get it.

The BOCC also needs to appoint a Commissioner to serve a one-year term on the Legislative Committee. Commissioner Monroe is the present appointee.

Secure full funding for Fiscally Constrained Counties	Done Full funding
Secure PILOT for tax revenue lost from Amendment 1	Done Full funding
Secure PILOT for tax revenue lost from Amendment 4	Done Full funding
Restore full funding of Small County Solid Waste Grant	Did not restore full funding but did get same funding as 2 previous years
Seek re-funding of SHIP Affordable Housing Grant	Done Secured \$350K
Seek refunding of the SCRAP program	Done Limited funds
Seek refunding of SCOP program for unpaved roads	Done Limited funds
Seek funding to complete Industrial Park infrastructure	No Session Funds available, but EDC and PRI secured a grant
Seek funding for a new Fire / EMS facility	Seeking alternative Funding
Seek funding for Solid Waste/recycling building	Seeking alternative Funding
Seek funding for an Agricultural Center	No funding available, but project is top priority for Commissioner Putnam
Monitor the implications of Florida Septic Tank Code	Bill Cancelled
Continue to pursue Interchange Initiative Grant from FSU	Done contract signed
Put JCI Work Camp back on DOC radar	OK with Warden who is since gone, and DOC chief has resigned. I suggest we let this rest for a while
Lobbied for library funding on urgent basis when it was cut off	Done almost 100%

**ITEM 5(b): CDBG PROGRAM
ADMINISTRATION SERVICES CONTRACT**

**JEFFERSON COUNTY, FLORIDA
CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM ADMINISTRATION SERVICES**

THIS CONTRACT is made and entered into this _____ day of _____, 2011, by and between the Jefferson County Commission (hereinafter the OWNER) and Meridian Community Services Group, Inc., (hereinafter MERIDIAN). This Contract shall become effective immediately, with Program Administration Services subject to the beginning date of the OWNER's Grant Award Agreement between the OWNER and the Florida Department of Community Affairs (hereinafter DCA).

WHEREAS, the OWNER has solicited for competitive proposals, and selected MERIDIAN to perform Program Administration Services for a Community Development Block Grant (CDBG) for the FFY 2008 Disaster Recovery Grant.

NOW THEREFORE, in consideration of the mutual covenants and agreements as contained herein to be kept by and between the parties, the OWNER and MERIDIAN agree as follows:

A. Covenant for Services

The OWNER does hereby contract with MERIDIAN to perform the services described herein and MERIDIAN does hereby agree to perform such services under the terms and conditions set forth in this Contract.

B. Availability of Funds

Payment of funds pursuant to this Contract is subject to and conditioned upon the release of authorized appropriations from the DCA. MERIDIAN shall be paid in accordance with Section D of this Contract. The OWNER's Grant Award Agreement from DCA shall become part of this Contract consistent with the requirements established in Florida Administrative Code, Section 9B-43.014.

C. Scope of Services

(1) Intent of this Contract

MERIDIAN agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform, and complete the necessary Program Administration Services required to implement and complete the OWNER's FFY 2008 Disaster Recovery project in compliance with applicable laws and regulations.

(2) Scope of Services — Program Administration Services

- Representation during site visits and monitorings
- Develop project information management and filing system
- Develop project financial management system for receiving and disbursing funds
- Maintain project account records
- Develop Workplans for project contract document
- Preparation of project contract document
- Develop budget for project contract
- Environmental Review
- Oversight of project schedule and compliance
- Coordination with other agencies and contracts, as necessary
- Request Wage Decisions
- Budget tracking
- Review bid documents and contract documents for compliance
- Conduct Preconstruction Conference
- Oversight of citizen complaint process
- Monitor contractor, engineer, and construction specialist progress
- Supervision of payment authorizations
- Develop and process amendments, as needed
- Review change orders and amendments for compliance, as needed
- Provide regular project status reports to Commission
- Monitor all project activity to ensure compliance
- Provide all other necessary technical assistance
- Review final change order, pay request, and construction documents
- Balance final project budget
- Gather all necessary supporting documents
- Prepare documents for administrative/financial close out
- Prepare final status report

If the Grant Award Agreement between the OWNER and DCA is amended, the scope of services for the project shall be amended to be consistent with that Agreement.

D Consideration and Method of Payment for Services

(1) Amount of Consideration

For Program Administration Services, for a Housing Rehabilitation grant the OWNER will pay MERIDIAN the sum of 2.5% (4,927.78) of the grant award, subject to availability of grant funds. The OWNER shall issue the fee amount to MERIDIAN over a period of six (6) months. MERIDIAN shall receive the sum of \$0.00 upon submission to the OWNER all materials required for Release of Funds as specified in the OWNER's Grant Award Agreement from DCA. The remaining portion of MERIDIAN's lump sum fee shall be paid in 3 equal monthly payments beginning September 15, 2011. If the project is completed in less than 6 months, the balance of the administration fee will be paid to MERIDIAN after completion and submission of the Closeout Status Report to DCA.

(2) Method of Payments

MERIDIAN will submit a monthly invoice, which will reflect an equal monthly amount due for a CDBG Disaster Recovery grant. The invoice shall be submitted to the OWNER for the OWNER's review and approval. Payment will be issued within fourteen (14) days of approval of the invoice, subject to availability of project funds.

(3) Additional Services

If additional services are requested or required, then the additional services shall be established based on the hourly rates identified in Attachment C of this Contract. Additional services shall include additional project management due to construction delays beyond the construction contract period. The liquidated fee clause established in the construction contract would be utilized to pay for the additional services caused by the construction delays.

E Subcontracts

(1) If MERIDIAN subcontracts any of the work required under this Contract, MERIDIAN agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the OWNER.

(2) MERIDIAN agrees to include in the subcontract that the subcontractor shall indemnify and hold harmless the DCA, the OWNER and MERIDIAN from and against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance of work under this Contract.

F. Modification of Contract

All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to MERIDIAN will not be amended without mutual agreement of the OWNER and MERIDIAN, formally executed in writing, subject to availability of funds.

G. Termination (Cause and/or Convenience)

(1) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

(2) This Contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in G. (1) above.

(3) If termination for default is effected by the OWNER, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to MERIDIAN at the time of termination may be adjusted to cover any additional costs to the OWNER because of MERIDIAN's default.

For any termination, the equitable adjustment shall provide for payment to MERIDIAN for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by MERIDIAN relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.

(4) Upon receipt of a termination action under paragraphs (1) or (2) above, MERIDIAN shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by MERIDIAN in performing this Contract, whether completed or in process.

(5) Upon termination, the OWNER may take over the work and may award another party a Contract to complete the work described in this Contract.

(6) If, after termination for failure of MERIDIAN to fulfill contractual obligations, it is determined that MERIDIAN had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

H Remedies

Unless otherwise provided in this Contract, all other matters in question between the OWNER and MERIDIAN, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Jefferson County, Florida.

I Liability

(1) MERIDIAN shall be responsible for all damages to persons or property that occur as a result of MERIDIAN's fault or negligence in connection with work performed under the provisions of this Contract, and MERIDIAN shall be financially and otherwise responsible for the proper care and protection of all such work performed until completion thereof and final acceptance by the OWNER. MERIDIAN maintains \$1,000,000 of Professional Liability Insurance, \$2,000,000 of General Liability Insurance, \$1,000,000 of Automobile Liability Insurance and \$100,000 per accident of Workers Compensation and Employers' Liability Insurance through Sun Coast Insurance and will do so throughout the course of the project. Documentation regarding insurance will be made available upon request.

(2) MERIDIAN shall indemnify and save harmless the OWNER, its agents, and employees from liability for any injury or damages to persons or property resulting from MERIDIAN's prosecution of work pursuant to the provisions of this Contract.

J Energy Efficiency

MERIDIAN shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

K Project Representatives

The OWNER's Project Manager for this Contract is: James F. Moseley.

MERIDIAN's Project Grants Manager responsible for the planning and application services of this Contract is James F. Moseley, Senior Vice President, Meridian Community Services

Group, Inc., P.O. Box 13408, Tallahassee, FL 32317. In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this Contract.

L. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

M. Eligibility

MERIDIAN certifies that it is eligible to receive state and federally funded contracts. MERIDIAN also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.

N. Conflict of interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from it. No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, MERIDIAN shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

O. Federal Statutory Requirements

When applicable, MERIDIAN and the OWNER shall comply with the provisions contained in Attachment A and incorporated herein.

P. Attachments

This Contract is subject to the provisions of the following Attachments, which are attached to and made a part of this Contract:

- (1) Attachment A, "Federal Provisions", consisting of three (3) pages.
- (2) Attachment B, "Section 3 and Affirmative Action Plan", consisting of one (1) page.
- (3) Attachment C, "Fee Schedule", consisting of one (1) page.
- (4) Attachment D, "Sworn Statement on Public Entity Crimes", consisting of two (2) pages.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

MERIDIAN COMMUNITY SERVICES GROUP, INC.

By:  _____

Name and Title James F. Moseley, Senior Vice President

Attest: _____

JEFFERSON COUNTY

By: _____

Name and Title: _____

Attest: _____

ATTACHMENT A

FEDERAL PROVISIONS

1. Equal Employment Opportunity

During the performance of this Contract, MERIDIAN agrees as follows:

a. MERIDIAN will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. MERIDIAN will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. MERIDIAN agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.

b. MERIDIAN will, in all solicitation or advertisements for employees placed by or on behalf of MERIDIAN, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. MERIDIAN will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. MERIDIAN will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. MERIDIAN will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of MERIDIAN's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and MERIDIAN may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. MERIDIAN will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. MERIDIAN will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event

MERIDIAN becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, MERIDIAN may request the United States to enter into such litigation to protect the interests of the United States.

2. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. MERIDIAN will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. MERIDIAN will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. MERIDIAN will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance

provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5 Access and Retention to Records

The OWNER, the DCA, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of MERIDIAN which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. MERIDIAN shall retain all records relating to this Contract for six (6) years after the OWNER makes final payment and all other pending matters are closed.

ATTACHMENT B

SECTION 3 AND AFFIRMATIVE ACTION PLAN

1. MERIDIAN will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, MERIDIAN will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, MERIDIAN will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. MERIDIAN will utilize the HUD and Florida lists of minority businesses in filling subcontracting and/or purchasing needs.
5. MERIDIAN will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. MERIDIAN shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training.
7. MERIDIAN is under no contractual or other disability, which would prevent compliance with this policy.

ATTACHMENT C

FEE SCHEDULE

Where grant funds cannot be used or for additional services the following schedule will be utilized:

<u>Description</u>	Fee*
Principal	\$225.00 per hour
Project Manager	\$150.00 per hour
Financial Services Manager	\$140.00 per hour
Construction Manager	\$110.00 per hour
Construction Inspector	\$ 85.00 per hour
Accounting/Budget Specialists	\$ 85.00 per hour
Administrative Assistant	\$ 45.00 per hour

***Please note that all fees include overhead, profit, travel, office supplies, benefits, etc.**

Attachment G

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

- () The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

(1,014 M Nn, it)yJrc C
(Sub-Contractor's Name)

5 0-K) (:1)
(Recipient's Name)


(Authorized Signature)

Date: 8/25/11

Ja Aies 0 5c/e,u- 4¹
(Print Name and Title) /

10-S IODB-K4-0243-01-1:19
(DCA Contract Number)

500⁴ 44 1 > v
(Street Address)

14 h A55C 5z3 r
(City, State, Zip)

**ITEMS 5(c&d): EMS GRANT FUND
DISTRIBUTION & GRANT FUND
RESOLUTION**



Jefferson County Fire Rescue

Mark Matthews
Chief

July 22, 2011

Hello Roy and John,

Please place this resolution on the August 4th agenda for approval and signature.

This years EMS County Grant amount is \$4,654.00. We plan on using this year's amount along with \$10,405.54 that we saved from last years County Grant to put towards the purchase another used medium duty ambulance.

The first one we purchased has worked out very well for us at a great savings to the County.

Sincerely,

Mark Matthews, Chief
Jefferson County Fire Rescue



South Jefferson Street
Monticello, FL 34344
(850) 342-0178 / fax (850) 342-0181
[E-mail: mmatthews@jeffersoncountyfl.gov](mailto:mmatthews@jeffersoncountyfl.gov)

July 20, 2011

Chairman
Jefferson County Board
of County Commissioners
C/O County Courthouse, Room 10 Monticello,
Florida 32344

Dear Chairman:

You may now apply for your county's annual state grant for emergency medical services (EMS). The deadline for us to receive your application is October 12, 2011, 5:00 PM, Eastern Daylight Saving Time. The amount of your award is \$4,654.00, which is 45 percent of the funds your county deposited between July 1, 2010 and June 30, 2011 into the state EMS Trust Fund for traffic fine surcharges as specified in Section 401.113(1), *Florida Statutes*.

Please complete, sign, and send the original plus one copy each of: (1) DH Form 1684 which is the application form, (2) DH Form 1767P which is the Request for Grant Fund Distribution form, and (3) the current resolution to: DOH EMS County Grants, Attn: Alan Van Lewen, 4052 Bald Cypress Way Mail Bin C18, Tallahassee, FL 32399-1738. You may use the same application form previously used, which can be obtained online at <http://www.fl-ems.com/Grants/Grants.html> or from us directly.

Item 4 in the application form describes and requires a current county resolution. Your budget must improve and expand EMS because replacement and continuation are not allowed for any county, rural or urban, per section 401.113 (1), *Florida Statutes*. The funds will be provided after we receive your required forms, completed and signed, and your county is in compliance with other state EMS grant requirements.

Thank you very much for your cooperation and support to improve and expand quality EMS in Florida. Please contact me if you have any questions at (850) 245-4440, extension *2734.

Sincerely,
Alan Van Lewen
Health Services and Facilities Consultant

cc: Mr. Mark R. Matthews

Board of County Commissioners
Jefferson County, Florida
Room 10, County Courthouse, Monticello, Florida 32344

The Keystone County — Established 1827

Stephen G. Fulford
District 1, Chair

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe, III
District 5

RESOLUTION # _____

WHEREAS, The Board of County Commissioners of Jefferson County is in need of funds to enhance the County's existing Emergency Medical Service; and

WHEREAS, there are funds in the approximate amount of \$4,645.00, available to Jefferson County through the Florida EMS County Grant Program which can be used for Emergency Medical Services;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY IN REGULAR SESSION ASSEMBLED THIS 7th DAY OF JANUARY 2010 that the Grant Monies being applied for will be used to improve and expand the County's pre-hospital EMS system and not used to supplant existing County EMS budget allocations.

Stephen G. Fulford
Chairman

Attest:

Kirk Reams
Clerk of Court

Kirk Reams
Clerk of Courts

Voice 850/342-0218
FAX 850/342-0222

T. Buckingham Bird
County Attorney

FLORIDA DEPARTMENT OF HEALTH
EMS GRANT PROGRAM

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of Section 401.113(2)(b), F. S., the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion or continuation of pre-hospital EMS.

DOH Remit Payment To:

Name of Agency: Jefferson County Fire Rescue

Mailing Address: C/O County Courthouse, 1 Courthouse Circle
Monticello, Florida 32344

Federal Identification Number 59-6000-690

Authorized Agency Official: _____

Signature

Date

Stephen G. Fulford, Chairman BOCC

Type Name and Title

Sign and return this page with your application to:

*Florida Department of Health
BEMS Grant Program
4052 Bald Cypress Way, Bin C18
Tallahassee, Florida 32399-1738*

Do not write below this line. For use by Bureau of Emergency Medical Services personnel only

Grant Amount For State To Pay: \$ _____ Grant ID Code: _____

Approved By: _____

Signature of EMS Grant Officer
State Fiscal Year:

Date

Organization Code E.O. OCA Object Code
64-42-10-00-000 750000

Federal Tax ID: VF-----

Grant Beginning Date: _____ Grant Ending Date: _____

EMS COUNTY GRANT APPLICATION

**FLORIDA DEPARTMENT OF HEALTH
Bureau of Emergency Medical Services**

Complete all items

ID. Code (The State Bureau of EMS will assign the ID Code — leave this blank) C

1. County Name:	Jefferson County
Business Address:	Jefferson County Fire Rescue
	1456 South Jefferson Street
	Monticello, Florida 32344
Telephone:	(850) 342-0178
	Federal Tax ID Number (Nine Digit Number). VF <u>59</u> — 6 0 0 0— 6 9 0

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the County shall comply fully with the conditions outlined in the Florida EMS County Grant Application.
Signature: _____ Date: _____
Printed Name: Stephen G. Fulford
Position Title: Chairman, BOCC

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)
Name: Mark Matthews
Position Title: Chief
Address: Jefferson County Fire Rescue
1456 South Jefferson Street
Monticello, Florida 32344
Telephone: (850) 342-0178 Fax Number: (850) 342-0181
E-mail Address: mmatthews@jeffersoncountfla.gov

4. Resolution: Attach a current resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures.
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5. Budget: Complete a budget page(s) for each organization to which you shall provide funds. List the organization(s) below. (Use additional pages if necessary)
Jefferson County Fire Rescue

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	
TOTAL FICA	
Grand total Salaries and FICA	

C. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next

List the item and, if applicable, the quantity	Amount
TOTAL	

D. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
1) Used medium duty ambulance. Exact ambulance to be determined at a later date.	\$4,654.00
TOTAL	\$ 4,654.00
Grand Total	\$ 4,654.00

**ITEM 5(e): VOLUNTEER BOARD
APPOINTMENTS RESOLUTION**

RESOLUTION NO. 2011- 090111-01

A RESOLUTION OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO APPOINTMENTS TO VOLUNTEER BOARDS AND COMMISSIONS; APPROVING AN APPLICATION FORMAT FOR PERSONS INTERESTED IN SERVING ON COUNTY VOLUNTEER BOARDS AND COMMISSIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, AS FOLLOWS:

WHEREAS, the Jefferson County Board of County Commissioners routinely makes appointments to a number of volunteer boards and commissions; and

WHEREAS, volunteer boards and commissions serve essential functions in providing fair and balanced governance to the residents of Jefferson County, Florida; and

WHEREAS, the Jefferson County Board of County Commissioners seeks to establish a fair and equitable procedure for appointments, reappointments or replacement of members to County volunteer boards and commissions; and

WHEREAS, the Jefferson County Board of County Commissioners hereby finds and determines that adoption of these policies governing appointments to the County's volunteer boards and commissions are in the public interest and are necessary to protect the public health, safety and welfare.

SECTION 1. The Board of County Commissioners of Jefferson County hereby adopts the following policy regarding appointments to the various volunteer boards and commissions of Jefferson County, Florida:

A. PURPOSE:

It is the intent of the Board of County Commissioners by adoption of this policy to solicit public interest and to establish a fair and equitable procedure for appointments, reappointments or replacement of members to County volunteer boards and commissions. These policies shall apply to the following volunteer boards and commissions in Jefferson County, Florida: Planning Commission, Code Enforcement Board, Value Adjustment Board, Affordable Housing Advisory Committee, Animal Control Board, Library Advisory Board, Parks and Recreation Advisory Board and Contractor Licensing Board.

B. POLICY:

1. The County Coordinator's Office shall place a news release in a local newspaper of general circulation advertising any opening on County boards and commissions and shall include the qualifications for said positions. The news release will indicate that letters of interest and applications are being accepted by the Board of County Commissioners for these positions. A deadline will be established for receiving these applications and will be noted in the news release.

2. Unless a County Ordinance specifically provides otherwise, the terms of appointments to County boards and commissions expire on August 31 of each year on a staggered basis. Individuals who already are serving on a County board or commission whose terms are expiring shall be notified by the County Coordinator's Office of the expiration of their term approximately eight (8) weeks prior to the date of term expiration. They will be required to submit a letter of interest and a revised application as to whether or not they wish to continue serving on said board. If a letter is not received from the individual whose term is expiring three (3) weeks before the expiration of their term, it will be assumed that the individual no longer wishes to serve on said board.

3. Vacancies created by individuals who resign prior to the expiration of their term will be viewed as new appointments and the procedure outlined in Item No. 1 above will be followed. All resignations must be submitted in writing to the Board of County Commissioners. Remaining terms, caused by vacancies, will not apply toward the individual's total allowable service term but instead, their terms will begin on September 1st.

4. All members appointed to volunteer boards and commissions shall be residents of Jefferson County, Florida. Appointments to County boards and commissions shall be made at an advertised regular public meeting by the member of the Board of County Commissioners whose seat on such board or commission is being filled by such appointment. Appointments to the Planning Commission shall give first priority to the designation of members who reside in the district of the member of the Board of County Commissioners who is making the appointment; however, appointments to the Planning Commission residing outside such member's district shall be made by a majority vote of a quorum of the Board members present and voting. All appointments and action on appointments to volunteer boards and commissions shall be duly recorded in the minutes of the meeting at which such action is taken. The Board of County Commissioners shall consider all persons from whom qualified applications are received prior to the established deadline. Persons may serve on not more than one of the following County boards or commissions at a time: Planning Commission, Code Enforcement Board, Value Adjustment Board, and Contractor Licensing Board. This procedure of appointment will be followed for all County boards and commissions except where laws or Florida Statutes deem otherwise.

5. After the appointment is made, all individuals who submitted applications will receive notification advising whether or not they were selected for the particular position for which they indicated an interest.

6. As deemed necessary by the Board of County Commissioners, alternate County board or commission members, where alternate membership slots are provided, shall be appointed in the same manner as set forth in item 4.

7. The County Coordinator's Office shall insure that all individuals who were serving that were not reappointed or chose to resign receive a Certificate of Appreciation for their service to the County.

8. All members appointed by the Board to serve on various boards and commissions are expected to attend each and every meeting of the board or agency. If a member fails to comply with the attendance policy of any board or commission that member may be removed as provided in such attendance policy. If the particular board or commission does not otherwise have an attendance policy, then the following applies. If a member is absent from three or more consecutive meetings, without providing prior notice to the secretary of the board or commission, or if any member is absent from 33 percent of all regularly scheduled meetings within any calendar year regardless of prior notice, the County Coordinator's Office shall send a letter to such member and request to know their intentions with regard to the board or commission. The information will then be relayed to the Board of County Commissioners for consideration of whether such member should be removed.

9. In making appointments to the Planning Commission, the Board of County Commissioners may consider:

- a. Area of residence of the applicant. Alternate appointments may be made without regard to area of residence.
- b. Diversity in type of education and training among members.
- c. Diversity and degree of related experience, i.e.: membership on any land use or related public boards.
- d. Diversity in expertise among members.
- e. Diversity in professions of members.

Qualifications will be outlined pursuant to the items above in a report prepared by the Planning Official for review by the Board of County Commissioners prior to appointment.

10. Attendance records are required to be kept by the Department responsible for the board or commission, or in the event no department is responsible for the board or commission, by the Chairman of the board or commission for both full and alternate members. These attendance reports are to be submitted to the County Coordinator's Office in July as a yearly summary of attendance. The County Coordinator's Office shall provide an annual report in writing to the Board of County Commissioners as to attendance on all volunteer boards and commissions.

SECTION 2. APPLICATION FORMAT. The document entitled "Jefferson County Florida Board of County Commissioners County Volunteer Board/Commission Application" (see

attachment "A") is hereby adopted as the official application format for appointments to Jefferson County volunteer boards and commissions.

SECTION 3. CONFLICTING PROVISIONS. Any County Resolutions, or parts, thereof, in conflict with the provisions of this Resolution are hereby superseded by this Resolution to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, phase, sentence, or portion of this Resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon its adoption by the Board and signature by the Chairman.

ADOPTED THIS ___ DAY OF _____ 2011.

BY: Stephen Fulford
Chairman of the Board of County
Commissioners

ATTEST:

The form and legal sufficiency of the foregoing has
been reviewed and approved by the County Land
Use Attorney.

Kirk Reems, County Clerk

Scott Shirley, County Land Use Attorney

**ITEM 5(f): VOLUNTEER BOARD
APPLICATION APPROVAL**

JEFFERSON COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
COUNTY VOLUNTEER BOARD/COMMISSION APPLICATION

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or commission. This application shall apply to appointment to the following volunteer boards/commissions: Planning Commission, Code Enforcement Board, Value Adjustment Board, Affordable Housing Advisory Committee, Animal Control Board, Library Advisory Board, Parks and Recreation Advisory Board and Contractor Licensing Board. All members appointed to volunteer boards and commissions shall be residents of Jefferson County, Florida.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Commission for which you are applying (if appointed to PC, CEB, VAB or CLB, may only be appointed to serve on one at a time):

1. _____
2. _____
3. _____

Name:

Address: _____ City/State _____

Zip _____

Alternate Address: _____ City/State

_____ Zip _____

Telephone: (Home) _____ (Cell) _____ (Fax) _____

(Work) _____ Preferred Contact # Home () Cell () Work ()

E-Mail Address: _____

Are you: Jefferson County Registered Voter? Yes _____ No _____

Please circle the months you would be available for meetings:

Jan. Feb. Mar. Apr. May June July Aug. Sept. Oct. Nov. Dec.

Occupation:

(If retired, please indicate former occupation or profession.)

Are you currently serving on any County, municipal, Regional, State or Federal Boards or Commissions? Yes _____ No _____

If yes, please provide the name of the Board or Commission:

1. _____

2. _____

Complete the following: Please describe those facets of your background/experience that you feel may be useful for membership on this Board/Agency.

What do you feel you can contribute to the Board/Agency to which you are applying?

Academic – Degrees, Diplomas

Professional – Certifications

Knowledge – Training, interests, or experience

Community Involvement – List organizations/positions

Organizations – Membership

Please attach any other information or resume you feel will assist the Commissioner in your district and the Board of County Commissioners in making their decision on this appointment.

IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR COMMISSIONS
Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision and all members of bodies exercising planning, zoning, or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by Chapter 112, F.S. If appointed, please contact the County Supervisor of Elections to obtain the applicable disclosure forms.

Terms on various boards and commissions vary and may be for a period up to three years. Appointments expire on the August 31 of each year on a staggered basis. In addition, vacancies occur throughout the year for various reasons and vacancies are filled for the remainder of the unexpired term. County boards and commissions play a vital part in our community. You are encouraged to submit an application for appointment to a County board or commission prior to board appointment deadlines. The deadline to accept any application for annual appointments is 5:00 p.m. Wednesday of the week preceding the Regular Commission Meeting on the third Thursday of the month of August. There is no deadline for accepting applications to fill vacancies. For information concerning any board or commission or the appointment process, please call the Office of the County Coordinator at the Courthouse Annex, (850)342-0287, or visit our website at www.jeffersoncountyfl.gov.

COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
450 Walnut Street
Monticello, FL 32344

Applicant Signature

Date

Attachment "A" to County Resolution 2011 - _____

Staff Use Only: Appointed: Yes _____ No _____ Term Expiration Date: _____

Date Notified: _____

DRAFT

ITEM 5(g): ASSESSMENTS PRESENTATION

DISCUSSION OF SPECIAL ASSESSMENTS

Presented by:

Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
Office: (850) 681-3717
Fax: (850) 224-7206



Management
Services



Water and
Wastewater



Data
Management



Special
Assessments

Taxes vs. Assessments

Similarities

Both generate revenue to pay for services and facilities.

Both are mandatory and may be collected through enforcement of liens on homestead.

Taxes vs. Assessments

Differences

Taxes

Need not benefit property

Authorization by general law

Legislature must prescribe a tax base

Assessments

Must specifically benefit property

Authorization by home rule powers

Local governments may develop the rate of assessment and method of apportioning costs

Case Law Requirements

- Special Benefit to Property
and
- Fair and Reasonable Apportionment

Examples of Special Benefit

- Fire Protection
- Street Improvements
- Parking Facilities
- Downtown Redevelopment
- Solid Waste
- Water and Sewer Improvements
- Stormwater
- Canal Dredging

No Special Benefit

Case Law

- Public Hospitals
- Public Health Units
- Emergency Medical Services

Not Litigated Yet

- Law Enforcement
- Parks and Recreation

Fair and Reasonable Apportionment

- Logically and factually driven method must be developed to spread the costs among the benefited properties.
- Does method of apportionment make sense in terms of what is being provided?
- Legislative determination receives judicial deference.

Assessment Roll

- Using the County's ad valorem tax roll:
- Determine the parcels of property that derive a benefit from the service being provided.
- Determine the type and number of billing units on each parcel of property.

Assessable Budget

- Identify the full cost of the services being provided
- Including direct and indirect costs
- Account for any associated revenues
- Three to five year projections

Apportionment Methodology

Cost Apportionment

- Apportioning the assessable costs amongst the categories of property that are benefiting from the services being provided

Parcel Apportionment

- Further apportioning the share of the assessable costs apportioned to each property use category among the individual buildings of property within each property use category

Sample Update Schedule

EVENT	DATE
Notice to Proceed	January
Kickoff Meeting	January
Data Collection	January - February
Data Analysis	February - March
Proforma Budget Development	February - March
Preliminary Assessment Roll Development	March - April
Calculate Assessment Rates	March - April
Assessment Memorandum	April - May
Adopt Initial Assessment Resolution	July - August
Publish Notice of Public Hearing to Adopt Final Assessment Resolution	July - August
Mail First Class Notices	July - August
Adopt Final Assessment Resolution	August - September
Certify Assessment Roll to County Tax Collector	By September 15th

Why Use Assessments?

- Benefit based, not value based
- Tax equity tool
- Revenue diversification
- Dedicated revenue source
- Establishes cost per billing unit for services and facilities
- Annual decision
- Pledgeable for debt without referendum

END

**ITEM 5(h): UPDATE ON OLD GRANTS
BUILDING**

Jefferson County Board of County Commissioners
County Coordinator's Office
450 W. Walnut Street
Monticello, Florida 32344

The Keystone County - Established 1827

Stephen G. Fulford District 1, Chair	John Nelson, Sr District 2	Hines F. Boyd District 3	Betsy Barfield District 4	Danny Monroe, III District 5
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For the September 1, 2011 Commission Meeting Agenda

TO: County Commissioners
FROM: Roy Schleicher
RE: Update on the old Grants Building

Commissioners:

As directed by the Commission the old Grants Building has been evaluated by the following -

- * LLT Building Corp., John Daum & Ashley Bass
- * Riley Palmer Construction Company, Inc., Sutton Webb
- * Michael Schwier, P.E.

Mr. Daum, Mr. Bass and Mr. Webb inspected the old Grants Building at the same time. Mr. Schwier arrived later and inspected the building individually.

The building is essentially three (3) sections with the north one third added to the center building, apparently an old house, and the south one third also added for office space. It has not been occupied for 5-6 years.

The concerns expressed by the contractors and engineer centered on the lack of knowledge about "what is behind the walls." The general agreement was the center of the facility, the old house, would need to be removed due to the condition of the structure.

The common recommendation from all four individuals was to have the building inspected by a licensed building inspector (a structural engineer or equivalent) based on their initial inspection of the facility.

The requested action by the Commission is -

- 1) Approve the hiring of a qualified individual to do a thorough inspection of the structure with the intent to renovate the facility for office and storage space, or
- 2) Direct the staff to move forward with removal of the structure and the construction of a new facility for office space and storage.

[Kirk Reams](#)
Clerk of Courts 850/342-0218

[Roy Schleicher](#)
County Coordinator 850/342-0287

**ITEM 6: PUBLIC HEARING
CODE ENFORCEMENT**

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

ORDINANCE NO. 2011-072111-01

AN ORDINANCE OF JEFFERSON COUNTY FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING PREVIOUSLY RESERVED CHAPTER 21 IN THE JEFFERSON COUNTY CODE OF ORDINANCES TO BE ENTITLED "CODE ENFORCEMENT"; CREATING SECTION 21-1, GENERALLY; CREATING SECTION 21-2, DEFINITION OF CODE ENFORCEMENT OFFICER; CREATING SECTION 21-3, CREATION OF CODE ENFORCEMENT BOARD, COMPOSITION, TERMS AND REMOVAL OF MEMBERS, ORGANIZATION; CREATING SECTION 21-4, LEGAL COUNSEL; CREATING SECTION 21-5, JURISDICTION; CREATING SECTION 21-6, ENFORCEMENT PROCEDURES; CREATING SECTION 21-7, APPEAL; CREATING SECTION 21-8, NOTICES; AMENDING LAND DEVELOPMENT CODE CHAPTER 9.14.00, CODE ENFORCEMENT; DELETING LDC SECTION 9.14.01, DEFINITION OF CODE ENFORCEMENT OFFICER; DELETING LDC SECTION 9.14.02, ENFORCEMENT PROCEDURES; DELETING LDC SECTION 9.14.03, LIEN; AMENDING AND RENUMBERING SECTION 9.14.04, OTHER PENALTIES AND REMEDIES; AMENDING LDC SECTION 8.02.06.J: PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, Article VII of the Constitution of Florida authorizes Counties to exercise broad home rule powers; and

WHEREAS, Section 125.01(1), Florida Statutes, provides that the legislative and governing body of a County shall have the power to carry on County government and that said power includes, but is not restricted to, the enumerated powers set forth in Section 125.01, Florida Statutes, so long as any powers exercised are not inconsistent with general law; and

WHEREAS, Section 125.01(1)(t), Florida Statutes, provides that a County may adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, Sections 125.01(3)(a) and (b), Florida Statutes, recognize that the enumeration of powers in Section 125.01(1), Florida Statutes, incorporates all implied powers necessary and incident to carry out those powers and that Section 125.01, Florida Statutes, shall be liberally construed in order to effectively carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the State Constitution; and

WHEREAS, pursuant to Chapter 162, Florida Statutes, “The Local Code Enforcement Boards Act,” the Board of County Commissioners of Jefferson County Florida duly enacted Land Development Code Chapter 9.14.00, “Code Enforcement”; and

WHEREAS, the Board of County Commissioners has determined that it is necessary to clarify, restate and supplement certain provisions relating to the subject of code enforcement and to codify such provisions in previously reserved Chapter 21 of the Code of Ordinances; and

WHEREAS, the Jefferson Board of County Commissioners has determined that this ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Board of County Commissioners as follows:

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to clarify, restate, supplement and recodify certain local County codes relating to code enforcement into Jefferson County Code of Ordinances Chapter 21, and to make conforming amendments to the Land Development Code.

SECTION 3: AMENDMENT TO CHAPTER 21 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY IS AMENDED AS FOLLOWS.

Chapter 21 of the Code of Ordinances of Jefferson County is hereby amended as follows:

NOTE: Underlined language is language to be added and ~~Struck Through~~ language is language to be deleted.

Chapter 21 ~~RESERVED~~ CODE ENFORCEMENT

Sec. 21 – 1. Generally

The Jefferson County Code Enforcement Officer and Code Enforcement Board, pursuant to Chapter 162, F.S., shall enforce this Code, the Land Development Code, County Building Code requirements, and those codes as to which jurisdiction is stated herein, according to the procedures set forth below.

Sec. 21 – 2. Definition of Code Enforcement Officer.

For the purpose of this article, “Code Enforcement Officer” means any authorized agent or employee of the county whose duty it is to ensure compliance with the codes and ordinances of the County. The designated “Code Enforcement Officer” may be one individual, or may be more than one person with particular areas of jurisdictional responsibility, as determined by the Board of County Commissioners.

Sec. 21- 3. Creation of Code Enforcement Board; Composition, Terms and Removal of Members; Organization.

A. There is created a Code Enforcement Board for the County, which shall consist of seven members appointed by the Board of County Commissioners. The Board of County Commissioners may appoint up to two alternate members to serve on the Board in the absence of Code Enforcement Board members. All members of the Code Enforcement Board shall be residents of the County and shall serve without compensation.

B. The membership of the Code Enforcement Board shall, whenever possible, be made on the basis of experience or interest in the fields of zoning and building control and other areas listed in Sec. 21 - 5 and shall, whenever possible, include:

1. An architect;
2. A business person;
3. An engineer;
4. A general contractor;
5. A subcontractor;
6. A realtor; and
7. A citizen lay appointee.

C. The initial appointments to the Code Enforcement Board shall be as follows:

1. Two members shall be appointed for a term of one year.
2. Three members shall be appointed for a term of two years.
3. Two members shall be appointed for a term of three years.
4. Alternate members, if appointed, shall be appointed for a term of one year.

Thereafter, each member shall be appointed by the Board of County Commissioners for a term of three years. A member may be reappointed. Appointments to fill any vacancy on the Code Enforcement Board shall be for the remainder of the unexpired term of office.

D. If any member of the Code Enforcement Board fails to attend two of three successive meetings without providing prior notice to the Secretary of the Code Enforcement Board, or if any member is absent from 33 percent of the regularly scheduled meetings in a given calendar year regardless of prior notice, then the County Coordinator's Office shall send a letter to the member so failing to attend and request to know their intentions with regard to the continued service on the Code Enforcement Board. The response to the County Coordinator's letter shall be relayed to the Board of County Commissioners for consideration of whether a vacancy should be declared; any vacancy so created shall be promptly filled by appointment of the Board of County Commissioners.

E. Members of the Code Enforcement Board may be suspended and removed from office by the Board of County Commissioners for cause after ten days' written notice and hearing before the Board of County Commissioners.

F. At the first meeting of the Code Enforcement Board, the members shall elect a chair and a vice-chair, who shall be voting members, from among the members of the Code Enforcement Board. The presence of four or more members, including alternate members, shall constitute a quorum of the Code Enforcement Board necessary to take action. Special meetings of the Code Enforcement Board may be convened by the chair upon giving 48 hours' written notice to each member of the board.

G. Regular meetings of the board shall occur no less frequently than once per quarter, or as necessary.

H. Minutes and mechanical recordings shall be maintained for all meetings and hearings held by the Code Enforcement Board; and all meetings, hearings and proceedings shall be open to the public.

I. The Board of County Commissioners shall provide clerical support, including necessary supplies, to the Code Enforcement Board as may be reasonably required for the proper performance of its duties.

Sec. 21 – 4. Legal counsel.

A. The County Attorney is hereby designated by the Board of County Commissioners to attend meetings of the Code Enforcement Board in order to assist and advise the Code Enforcement Board in the conduct of its hearings, including the application of the procedures for hearings as set forth herein.

B. An attorney (other than the County Attorney) shall be appointed by the Board of County Commissioners to represent the County staff during such proceedings. The appointed attorney or a member of the administrative staff of the County shall present each case before the Code Enforcement Board. The Board may appoint the County Planning Commission Attorney to function in this capacity.

C. In no event may the County Attorney serve in both capacities.

Sec. 21 – 5. Jurisdiction.

A. The Code Enforcement Board shall have the jurisdiction to hear and decide alleged violations occurring within the unincorporated County and, if approved by interlocal agreement, within the municipal limits of the City of Monticello, of the following codes and ordinances that have been, or will in the future be, adopted by the County, or if applicable, by the City:

1. Florida Building Code, Building.
2. Florida Building Code, Residential.
3. Florida Building Code, Existing Building.
4. Florida Building Code, Plumbing.
5. Florida Building Code, Fuel Gas.
6. Florida Building Code, Mechanical.
7. Florida Building Code, Test Protocols.
8. Florida Building Code, Energy.
9. Florida Accessibility Code.
10. Florida Fire Prevention Code.
11. Florida Life Safety Code.
12. Land Development Code and Comprehensive Plan.
13. Subdivision codes.
14. Licensing codes, including business tax receipts and licensing.
15. Mobile home inspection code.

16. Code of Ordinances

B. The jurisdiction of the Code Enforcement Board shall not be exclusive. Any alleged violation of any of the codes and ordinances referred to in subsection A of this section may be pursued by appropriate remedy in court, or in any other manner, or using any procedure, provided by State statute or by any local code in effect, or which in the future may be in effect, at the option of the appropriate official whose responsibility it is to enforce that respective code or ordinance.

Sec. 21 – 6. Enforcement Procedures

A. When the Code Enforcement Officer has reason to believe that the provisions of this Code or any County Building Code requirements are being violated, it shall initiate enforcement proceedings via the process set forth in this section . No member of the Code Enforcement Board may initiate enforcement proceedings.

1. A notice of violation shall be served upon the owner, agent, custodian, lessee, or occupant to terminate and abate the violation in not less than thirty (30) days of the date such notice is received by certified mail, hand delivery, or advertised in a newspaper of general circulation in the county. Such notice of violation shall include a sufficient description by address and/or legal description to identify the property upon which the violation exists; a description of the violation to be terminated and abated; and a statement that if the described violation is not terminated and abated within a specified period of time, which shall be not less than thirty (30) days after notice as herein provided, the Code Enforcement Board may order the Code Enforcement Officer to cause the violation to be terminated and abated, and to impose a lien upon the property for the actual cost of such termination and abatement. The Code Enforcement Officer may provide additional time in which to cure a violation if, in the discretion of the Code Enforcement Officer, such additional time is reasonably necessary in view of the actions required to achieve compliance.
2. If such violation has not been terminated and abated within the time specified in the notice, a second notice shall be sent notifying the offender that a code enforcement hearing has been requested. Such notice of violation shall further state the date, time and place in which the violation will be called up for hearing before the Code Enforcement Board. The second notice as referenced herein shall be sent to the violator not less than thirty (30) days before the hearing before the Code Enforcement Board.
3. If a violation presents a serious threat to the public health, safety, and welfare, the Code Enforcement Officer shall immediately take the case before the Code Enforcement Board, even if the violator has not been notified.

4. If a repeat violation is found, the code inspector shall notify the violator; but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify the Code Enforcement Board and request a hearing. The Code Enforcement Board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to sub-section A. 2. above. The case may be presented to the Code Enforcement Board even if the repeat violation has been corrected prior to the board hearing; and the notice shall so state.

5. All hearings before the Code Enforcement Board pertaining to this article shall be public hearings and shall be noticed as provided in Land Development Code Section 9.02.07 A – C, and shall be conducted in accordance with the procedures set forth in this Code.

B. After a case is set for hearing, the Secretary to the Code Enforcement Board may issue subpoenas as requested by the Code Enforcement Officer Planning Department and the alleged violator. Subpoenas may be served by the Sheriff of Jefferson County. Subject to potential cost recovery in sub-section D below, the County shall initially pay all costs of issuing and serving up to and including four (4) subpoenas requested by any party. Should a party request more than four (4) subpoenas, that party shall pay all costs incurred in issuing and serving those in excess of four.

C. Hearings before the Code Enforcement Board shall be conducted as follows:

1. The Code Enforcement Officer shall read the Statement of Violations and Request for Hearing.
2. The alleged violator shall be asked if he wishes to contest the charges.
3. The County shall present its case and alleged violator shall present his case. The County's case shall be presented by an attorney representing the County or by a member of the administrative staff of the County. The alleged violator's case may be presented by an attorney, or other representative chosen by the alleged violator.
4. Both parties may call witnesses and all witnesses shall be sworn. All testimony shall be under oath and shall be recorded.
5. Formal rules of evidence shall not apply, but fundamental due process shall be observed.
6. Both parties may cross-examine witnesses and present rebuttal evidence.
7. The Code Enforcement Board and its attorney may call or question any witness.
8. After all evidence has been submitted, the Chair shall close presentation of evidence.

9. The Code Enforcement Board shall immediately deliberate and make a decision in open session. If a decision cannot be reached in the initial meeting, the Board shall adjourn and reconsider the matter as soon as possible at a time and date certain.

10. A decision of the Code Enforcement Board must be approved by simple majority, except that at least four (4) members of the Board must vote. The decision shall contain findings of fact and conclusions of law and shall state the affirmative relief granted by the Board.

11. The decision shall be announced as an oral order of the Code Enforcement Board and shall be reduced in writing within ten (10) days and mailed to the parties.

12. The Code Enforcement Board may, at any hearing, order the reappearance of a party at a future hearing.

D. The Code Enforcement Board may issue whatever orders are necessary to bring the violation into compliance, including an order which directs the code inspector to cause the violation to be terminated and abated, and which further orders that a lien be placed on the property in an amount equal to the actual cost of terminating and abating the violation. No order of the Code Enforcement Board shall cause a violation to be terminated and abated before the time has run out for appealing such order.

E. The Code Enforcement Board, upon finding a violation, shall issue an Order to Comply, setting a date certain for compliance and a fine to be levied if the deadline for compliance is not met. The fine shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for each repeat violation, such fines to accrue daily for each day the violation continues past the specified compliance date. In addition, in each instance in which the Code Enforcement Board determines that a violation has occurred, the Board shall include in its order or decision a requirement that the violator reimburse the County an amount equivalent to the reasonable costs of prosecuting the case before the Board, said amount to be specifically stated in the order or decision. If the violator fails to remit such reimbursement to the County within sixty (60) days following the violator's receipt of the order or decision of the Code Enforcement Board, such funds shall be recoverable as provided in Section 162.09(3), Florida Statutes.

F. In determining the amount of the fine, if any, the Code Enforcement Board shall consider the following factors:

1. The gravity of the violation.

2. The actions taken by the violator to correct the violation.

3. Any previous violations committed by the violator.

4. Whether imposition of the fine will constitute an undue hardship on the violator considering the financial resources of the violator.

G. The Code Enforcement Board may reduce a fine imposed pursuant to this section if mitigating circumstances shall be established and recorded in the minutes of the Code Enforcement Board.

H. After an order has been issued by the Code Enforcement Board and a date for compliance has been set, the Code Enforcement Officer or other designated County official shall make a re-inspection to determine compliance or noncompliance with the order.

I. The Code Enforcement Officer or other designated County official shall file an affidavit of compliance or noncompliance with the Secretary of the Code Enforcement Board, and a copy shall be sent to the violator by certified mail, return receipt requested.

J. If the Code Enforcement Officer files an affidavit of compliance, the Secretary of the Code Enforcement Board shall close the file and so report to the Board.

K. If the Code Enforcement Officer files an affidavit of noncompliance with the Secretary of the Code Enforcement Board, the Board may order the violator to pay the fine as specified in the Board's order.

L. A copy of the order imposing the fine shall be mailed to the violator by certified mail, return receipt requested, or personally served upon the violator.

M. If a fine remains unpaid for a period of fourteen (14) days, a certified copy of the order imposing the fine shall be recorded in the Official Records of Jefferson County, which shall thereafter constitute a lien against the land on which the violations exists, or if the violator does not own the land, upon any other real or personal property owned by the violator, and may be enforced in the same manner as a court judgment by the sheriffs of this State, including levy against personal property. If the fine or costs incurred by the County remains unpaid for a period of one (1) year following the date the lien was filed, the Board may authorize the County Attorney to foreclose on the lien, which shall be collected as provided in Section 162.09(3), Florida Statutes.

N. In addition to the penalties prescribed above, the Code Enforcement Board shall:

1. Direct the Planning Administrator not to issue any subsequent development orders for the development until the violation has been corrected.

2. Inform the violator that no further work under an existing approval may proceed until the violation has been corrected.

O. In any instance where the violation constitutes a serious threat to the public health, safety or welfare and has not been corrected within a reasonable period of time, the Code Enforcement Board may notify the Board of County Commissioners, which authorize entry onto the property

in order to make such repairs as are necessary, or take such other actions as law may allow to cure the violation and eliminate such threat, and the cost of such repairs or other actions shall constitute a lien as provided in Section 162.09(1), Florida Statutes.

Sec. 21 – 7. Appeal.

A. An aggrieved party, including the Board of County Commissioners, may appeal a final administrative order of the Code Enforcement Board to the Circuit Court. Any such appeal shall be filed within 30 days of the execution of the order to be appealed.

B. The scope of review shall be limited to the record made before the Code Enforcement Board and shall not be a trial de novo.

C. The Code Enforcement Board shall, by rule, establish reasonable charges for the preparation of the record to be paid by the appealing party if such is required by the Florida Rules of Appellate Procedure.

Sec. 21 – 8. Notices.

A. All notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested, by hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the Board of County Commissioners; or by leaving the notice at the violator's usual place of residence with any person residing there who is above 15 years of age and informing such person of the contents of the notice.

B. In addition to providing notice as set forth in subsection (a) of this section, at the option of the Code Enforcement Board, notice may also be served by publication, as follows:

1. Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under Chapter 50, Florida Statutes, for legal and official advertisements.

2. Proof of publication shall be made as provided in Sections 50.041 and 50.051, Florida Statutes.

C. In lieu of publication as described hereinabove, such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of the County, at the front door of the County Courthouse, or, in the case of the City of Monticello, at City Hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

D. Notice by publication or posting may run concurrently with, or may follow, an attempt to provide notice by hand delivery or by mail as required under subsection (a).

E. Evidence that an attempt has been made to hand deliver or mail notice as provided in this section, together with proof of publication or posting, shall be sufficient to show that the notice requirements of this section have been met, without regard to whether or not the alleged violator actually received such notice.

SECTION 4: AMENDMENT TO CHAPTER 9.14.00 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE IS AMENDED AS FOLLOWS.

Chapter 9.14.00 of the Jefferson County Land Development Code is hereby amended as follows:

NOTE: Underlined language is language to be added and ~~Struck Through~~ language is language to be deleted.

9.14.00 ~~CODE ENFORCEMENT OF~~ LAND DEVELOPMENT CODE

9.14.01 ~~Generally~~

~~The Jefferson County Code Enforcement Officer and Code Enforcement Board, pursuant to Chapter 162, F.S., shall enforce this Code and any County Building Code requirements according to the procedures set forth below.~~

9.14.02 ~~Enforcement Procedures~~

~~A. When the Planning Department has reason to believe that the provisions of this Code or any County Building Code requirements are being violated, it shall initiate enforcement proceedings via the code enforcement officer. No member of the Code Enforcement Board may initiate enforcement proceedings.~~

- ~~1. A notice of violation shall be served upon the owner, agent, custodian, lessee, or occupant to terminate and abate the violation in thirty (30) days of the date such notice is received by certified mail, hand delivery, or advertised in a newspaper of general circulation in the county. Such notice of violation shall include a sufficient description by address and/or legal description to identify the property upon which the violation exists; a description of the violation to be terminated and abated; and a statement that if the described violation is not terminated and abated within thirty (30) days after notice as herein provided, the Code Enforcement Board may order the code enforcement officer to cause the violation to be terminated and abated, and to impose a lien upon the property for the actual cost of such termination and abatement.~~
- ~~2. If such violation has not been terminated and abated within the thirty (30) period a second notice shall be sent notifying the offender that a code enforcement~~

hearing has been requested. Such notice of violation shall further state the date, time and place in which the violation will be called up for hearing before the Code Enforcement Board.

3. — If a violation presents a serious threat to the public health, safety, and welfare, the code enforcement officer shall immediately take the case before the Code Enforcement Board, even if the violator has not been notified.

4. — All hearings before the Code Enforcement Board pertaining to this article shall be conducted in accordance with the procedures set forth in this Code.

B. — After a case is set for hearing, the Secretary to the Code Enforcement Board may issue subpoenas as requested by the Planning Department and the alleged violator. Subpoenas may be served by the Sheriff of Jefferson County. The County shall pay all costs of issuing and serving up to and including four (4) subpoenas requested by any party. Should a party request more than four (4) subpoenas, that party shall pay all costs incurred in issuing and serving those in excess of four.

C. — Hearings before the Code Enforcement Board shall be conducted as follows:

1. — The Secretary shall read the Statement of Violations and Request for Hearing.

2. — The alleged violator shall be asked if he wishes to contest the charges.

3. — The County shall present its case and alleged violator shall present his case. The County's case shall be presented by an attorney representing the County or by a member of the administrative staff of the County. The alleged violator's case may be presented by an attorney, or other representative chosen by the alleged violator.

4. — Both parties may call witnesses and all witnesses shall be sworn. All testimony shall be under oath and shall be recorded.

5. — Formal rules of evidence shall not apply, but fundamental due process shall be observed.

6. — Both parties may cross-examine witnesses and present rebuttal evidence.

7. — The Board and its attorney may call or question any witness.

8. — After all evidence has been submitted, the Chair shall close presentation of evidence.

9. — The Board shall immediately deliberate and make a decision in open session. If a decision cannot be reached in the initial meeting, the Board shall adjourn and reconsider the matter as soon as possible at a time and date certain.

~~10.— A decision of the Board must be approved by at least four (4) members of the Board. The decision shall contain findings of fact and conclusions of law and shall state the affirmative relief granted by the Board.~~

~~11.— The decision shall be announced as an oral order of the Board and shall be reduced in writing within ten (10) days and mailed to the parties.~~

~~12.— The Board may, at any hearing, order the reappearance of a party at a future hearing.~~

~~**D.**— The Code Enforcement Board may issue whatever orders are necessary to bring the violation into compliance, including an order which directs the code inspector to cause the violation to be terminated and abated, and which further orders that a lien be placed on the property in an amount equal to the actual cost of terminating and abating the violation. No order of the Code Enforcement Board shall cause a violation to be terminated and abated before the time has run out for appealing such order. The Code Enforcement Board, upon finding a violation, shall issue an Order to Comply, setting a date certain for compliance and a fine to be levied if the deadline for compliance is not met. The fine shall not exceed \$250.00 for each day the violation continues past the specified compliance date.~~

~~**E.**— After an order has been issued by the Code Enforcement Board and a date for compliance has been set, the Code Enforcement Officer or other designated County official shall make a re-inspection to determine compliance or noncompliance with the order.~~

~~**F.**— The inspector shall file an affidavit of compliance or noncompliance with the Secretary of the Code Enforcement Board, and a copy shall be sent to the violator by certified mail, return receipt requested.~~

~~**G.**— If the Planning Official files an affidavit of compliance, the Secretary of the Code Enforcement Board shall close the file and so report to the Board.~~

~~**H.**— If the Planning Official files an affidavit of noncompliance with the Secretary of the Code Enforcement Board, the Board may order the violator to pay the fine as specified in the Board's order.~~

~~**I.**— A copy of the order imposing the fine shall be mailed to the violator by certified mail, return receipt requested, or personally served upon the violator.~~

~~**J.**— If a fine remains unpaid for a period of fourteen (14) days, a certified copy of the order imposing the fine shall be recorded in the Official Records of Jefferson County, which shall thereafter constitute a lien against the land on which the violations exists, or if the violator does not own the land, upon any other real or personal property owned by the violator, and may be enforced in the same manner as a court judgment by the sheriffs of this State, including levy against personal property. If the fine remains unpaid for a period of one (1) year following the date the lien was filed, the Board may authorize the County Attorney to foreclose on the lien.~~

~~K. — In addition to the penalties prescribed above, the Code Enforcement Board shall:~~

~~1. — Direct the Planning Administrator not to issue any subsequent development orders for the development until the violation has been corrected.~~

~~2. — Inform the violator that no further work under an existing approval may proceed until the violation has been corrected.~~

~~9.14.03 — LIEN~~

~~1. — If the Code Enforcement Board orders that a violation of this article to be terminated and that a lien be placed on the property for the actual cost thereof, the Planning Administrator shall, within fifteen (15) days from the date any such work is completed, cause to be prepared a claim of lien describing the real property upon which a lien is claimed, the date of completion of the work, the actual cost of terminating and abating the violation and have attached as an exhibit to the claim of lien a certified copy of the Code Enforcement Board order imposing the lien. The claim of lien shall be filed in the official record books of the public records of the county. The Planning Administrator shall further cause to be published a notice that such lien has been recorded as aforesaid, which notice shall be published one (1) time in a newspaper of general circulation in the county, setting forth the lien held by the county against each piece of real property by lot and block number or other proper description.~~

~~2. — Any person owning or having any interest, legal or equitable, in the real property shall have the right, within thirty (30) days after the publication of the notice of lien, to present to the Code Enforcement Board a sworn petition stating his interest in the property and alleging that, in the opinion of the petitioner, the cost of such work as shown in the claim of lien filed in the official records book of the public records of the county exceeds the actual cost thereof or is otherwise erroneously entered, and shall be heard upon such petition. The petition may be accompanied by the documentary evidence showing that the cost of the work as shown in the claim of the lien exceeds the actual cost or is erroneously entered. If it shall appear to the satisfaction of the Code Enforcement Board that the cost is erroneously stated, then the Planning Commission shall so declare, and shall fix the amount to be charged against such real property as is correct, and the Planning Administrator shall have the corrected claim of lien for such amount filed in the official record books of the public records of the county.~~

~~3. — Where no sworn petition is filed pursuant to subsection (b), the cost of such work as shown in the recorded claim of lien shall become a fixed lien on the real property upon which the work has been done.~~

~~9.14.041 Other Penalties and Remedies~~

~~A. *Generally.* In any instance where there is alleged to be a violation of this code, the Code Enforcement Officer is authorized to follow the procedures for code enforcement in Chapter 21, of the Code of Ordinances. If the Planning Administrator and/or the Code Enforcement Officer determines that the code enforcement process in Chapter 21 of the Code of~~

Ordinances delineated above would be an inadequate response to a given violation, it may pursue the following penalties and remedies, as provided by law.

B. Lot Sales Limited to Approved Subdivision. It shall be unlawful for anyone who is the owner or agent of the owner of any land to transfer, sell, agree to sell or negotiate to sell such land by reference to or exhibition of or by other use of a plat or subdivision of such land without having submitted a plan and plat of such subdivision for approval as required by these regulations and recorded the approved subdivision plat as required. If such unlawful use be made of a plat before it is properly approved and recorded, the owner or agent of the owner of such land shall be deemed guilty of a misdemeanor and shall be punishable as provided in this Section.

C. False Representation as to Maintenance Responsibility. Any owner or agent of the owner who falsely represents to a prospective purchaser of real estate that any facilities and services such as roads and streets, sewers, water systems or drainage facilities will be built, constructed or maintained by Jefferson County shall be deemed guilty of a misdemeanor and shall be punishable as provided by law.

D. Civil Remedies. If any building or structure is erected, constructed, reconstructed, altered, repaired, or maintained or any building, structure, land, or water is used in violation of this Code, the Planning Official, through the County Attorney, may institute any appropriate civil action or proceedings in any court to prevent, correct, or abate the violation.

E. Criminal Penalties. Any person who violates any provision of this Code shall be deemed guilty of a misdemeanor and shall be subject to fine and imprisonment as provided by law.

SECTION 5: AMENDMENT TO SECTION 8.02.06 J OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE IS AMENDED AS FOLLOWS.

Section 8.02.06 J of the Jefferson County Land Development Code is hereby amended as follows:

NOTE: Underlined language is language to be added and ~~Struck-Through~~ language is language to be deleted.

Section 8.02.06 Functions Powers and Duties

The Jefferson County Planning Commission shall have the following functions, powers, duties, and responsibilities as set forth in Chapter 163, of Florida Statutes:

A. – I. [No change.]

J. Perform any other duties which lawfully may be assigned by the Board of County Commissioners of Jefferson County on its activities and progress, ~~including functioning as the~~

~~Code Enforcement Board until such time as said Code Enforcement Board is designated otherwise by the Board of County Commissioners.~~

K. [No change.]

SECTION 4: SEVERABILITY

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and affect.

SECTION 6: CONFLICT

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

SECTION 7: COPY ON FILE

A certified copy of this enacting ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 9: AUTHORITY

This ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 162, Florida Statutes.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this ____ day of ____, 2011.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Stephen Fulford, Chairman

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Land Use Attorney

This ordinance was submitted to the Secretary of State, State of Florida on the _____
day of _____, 2011.

**ITEM 7(a): ROAD DEPARTMENT MOWER
BIDS**

Jefferson County Board of County Commissioners
County Coordinator's Office
450 W. Walnut Street
Monticello, Florida 32344

The Keystone County - Established 1827

Stephen G. Fulford District 1, Chair	John Nelson, Sr District 2	Hines F. Boyd District 3	Betsy Barfield District 4	Danny Monroe, III District 5
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For County Commission Meeting of September 1, 2011

TO: County Commissioners
FROM: Roy Schleicher/David Harvey
RE: Mower (Batwing 15') Bids for the Road Department

Specifications for a "15' Batwing Mower" were developed and advertised by the Road Department as per county Purchasing Policy. The bid deadline was 9:00AM, August 25, 2011. Three bids were received. All bids received met the advertised specifications.

The bids received are -

<u>Vendor</u>	<u>Model</u>	<u>Bid Price</u>
Greensouth Equipment, Inc.	Rhino FR180 15'	\$13,599.00
Nashville Tractor Inc.	Rhino FR180 15'	14,950.00
Ring Power Corp.	RC5615 Landpride 15'	*16,750.00

* Optional foam filled aircraft tires (item in the bid specifications) Add \$475 = \$17,225 total bid price.

Recommendation -

Motion to approve for purchase the Greensouth Equipment, Inc. Rhino FR180 15' batwing mower for a total price of \$13,599.00.

Attached -

Bid responses from the three vendors.

Thank you.

Kirk Reams
Clerk of Courts 850/342-0218

Roy Schleicher
County Coordinator 850/342-0287



JOHN DEERE

GREENSOUTH EQUIPMENT, INC.
2890 INDUSTRIAL PLAZA DRIVE
TALLAHASSEE, FL 323013551
Phone: 850-877-5522
Fax: 850-877-5879

GREENSOUTH
Equipment, Inc.

Quote Id : 5803871

Quote Summary

Prepared For : JEFFERSON COUNTY ROAD DEPT FL	Prepared By: MATTHEW B COBB 2890 INDUSTRIAL PLAZA DRIVE TALLAHASSEE, FL 323013551 MATTHEWC@GREENSOUTHE QUIPMENT.COM	Quote Id : 5803871 Created On : August 24, 2011 Last Modified On : August 24, 2011 Expiration Date: September 26, 2011
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Equipment Summary	Selling Price	Qty	Extended
RHINO FR180	\$ 13,599.00 X	1 =	\$ 13,599.00
Equipment Total			\$ 13,599.00

Quote Summary	
Equipment Total	\$ 13,599.00
SubTotal	\$ 13,599.00
Total	\$ 13,599.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 13,599.00

Salesperson : X _____

Accepted By : X _____

NASHVILLE TRACTOR INC-CONSOLIDATED LOCATION

807 Tifton Rd P O Box 847
NASHVILLE, GA 31639

Unit Quote for JEFFERSON CO ROAD DEPT

page 1

Quote #339.01

JEFFERSON CO ROAD DEPT

Customer #02036

Quote Date: 08/18/2011

1484 S JEFFERSON ST

Customer phone: (850) 997-2036

Expires: 09/18/2011

MONTICELLO FL 32344

Salesman: LB

Unit Sale: 2011 RHI FR180 MOWER

14950.00

stock number: 13424

serial number: 11008

FRONT AND REAR CHAINS

SIX FOAM FILLED AIRPLANE TIRES

Sales Tax

\$0.00

YOUR BUSINESS IS GREATLY APPRECIATED !!!!!
THANK YOU !!

Total Sale	\$14950.00
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ORIGINAL

Challenger

TO: Jefferson County Road Department

DATE: August 22, 2011

ATTN:

APPROX. DELIVERY DATE: 2-3- weeks

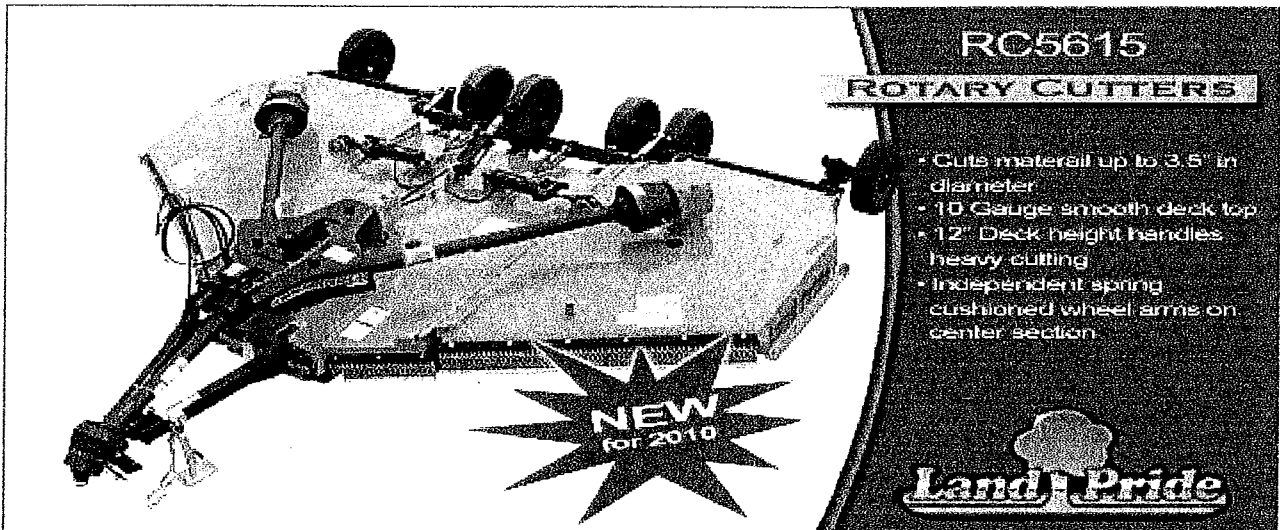
TERMS:

This offer to sell is made subject to buyer's acceptance within ten (10) days from this date. All quoted prices are subject to change without notice and those in effect on the date of shipment shall prevail.

RC5615 Landpride

One RC5615 Landpride Heavy duty 15 foot rotary cutter equipped with the following:

- Front and rear double chains with cable
- Double clevis up and down side to side
- 6 each used airplane tires
- Constant velocity u joint cat 4 slip clutch
- Hydraulic for individual wings



[Return to Rotary Cutter Selection](#)

The RC56 Series Rotary Cutters provide excellent cutting performance on gently sloping or slightly contoured right of ways, roadsides, pastures, set-aside-acres or for residue in row crop fields. The 15' cutting width, 2" to 14" cutting height and ability to cut weeds and brush up to 3 1/2" in diameter make them well suited for these applications. Both models offer pull-type self leveling clevis hitches for attachment to 50-250 hp tractors. They offer Cat. 5 main input drivelines for pull-type attachment to either 540 rpm or 1000 rpm tractors. Both models offer various axle configurations and safety guard selections making them an excellent choice for agricultural, state and municipal mowing applications.

Sales Price : \$16,750.00

1 year warranty

5 year prorated warranty on the gearboxes

Optional foam filled aircraft tires : ADD \$475.00

Accepted By: _____

Date: _____

Sales Representative:

Above Prices Are F.O.B. Jacksonville, FL
Florida State Sales Tax To Apply If Applicable
RING POWER CORPORATION

By: _____

John Duncan, AVP Challenger Division Mgr.

**ITEM 7(b): ROAD DEPARTMENT
OPERATIONAL MANAGEMENT ANALYSIS**

Jefferson County Board of County Commissioners
County Coordinator's Office
450 W. Walnut Street
Monticello, Florida 32344

The Keystone County - Established 1827

Stephen G. Fulford District 1, Chair	John Nelson, Sr District 2	Hines F. Boyd District 3	Betsy Barfield District 4	Danny Monroe, III District 5
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Date: August 18, 2011

TO: County Commissioners

FROM: John McHugh

RE: Road Department Operational Management Analysis

Introduction

Operations management focuses on carefully managing the processes to produce and distribute products and services. I will be focusing on the services not the production of rock or other tangible goods at this time. We will also look at related activities to include managing purchases, inventory control, quality control, storage, logistics and evaluations of processes. A great deal of focus will be on efficiency and effectiveness of processes. Therefore, we will include substantial measurements and analysis of internal processes.

Through this process we will perform a detailed Workplace Analysis of the current department and make recommendations on how to improve productivity throughout the department. The main focus will be coordinating the resources through the management process, which involves planning, organizing, staffing, directing, and controlling.

Current Workplace Analysis

The current workplace analysis will focus on:

- Review organization and staffing structure;
- Quantify the work current done;
- Analyze the current workflow; and
- Review current budget.

Preliminary Findings and Recommendations

- Upgrade software
- Set benchmarks
- Develop a Strategic Plan

[Kirk Reams](#)
Clerk of Courts 850/342-0218

[Roy Schleicher](#)
County Coordinator 850/342-0287
