



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Stephen G. Fulford
District 1

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe
District 5

Regular Session Agenda October 18, 2012 at the Courthouse Annex 435 W. Walnut St. Monticello, FL 32344

1. **6:00 P.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
3. **Consent Agenda**
 - a) **Approval of Agenda**
 - b) **Minutes of September 20, 2012 Regular Session**
 - c) **Minutes of September 28, 2012 Final Budget Hearing**
4. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit, No Commissioner Discussion)**
5. **General Business**
 - a) **Mine Report – Randy Hatch**
 - b) **Bike/Pedestrian Master Plan Recommendations– Scott Swearingen-Renaissance Group**
 - c) **2012-2013 Legislative Priorities – Dick Bailar**
 - d) **Canvassing Board Replacement of Chairman Boyd – Kirk Reams**
 - e) **Constitutional Amendment Presentation – Property Appraiser Angela Gray**
 - f) **FEMA General Road Repairs Engineer Recommendation – Alan Wise**
 - g) **FDOT CIGP Project Agreement & Resolution – Kirk Reams**
 - h) **Lamont Schoolhouse Hist. Renovation Architectural Svcs. Rec. – Comm. Monroe/Kirk Reams**
 - i) **Small Business Development Consulting Agreement – Dr. Dallas Garrett**
 - j) **Fire Station Recommendation – Alan Wise/Parrish Barwick**
 - k) **Personnel Policy Proposed Revisions – Commissioner Monroe**
6. **County Coordinator's Report**
 - a) **Department Head Reports**
 - b) **Road Construction Report**
 - c) **Requested Road Department Overtime Report by Commissioner Nelson**
7. **Citizen's Forum (3 Minute Limit, Commissioner Discussion Allowed)**
8. **Commissioner Discussion Items**
9. **Adjourn**

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

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

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

Bird & Sparkman, P.A.
County Attorney
Page 1 of 106

ITEM 3: CONSENT AGENDA MATERIALS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
September 20, 2012

The Board met this date in regular session. Present were Chairman Hines Boyd, Commissioners Betsy Barfield, Stephen Fulford, Danny Monroe and John Nelson. Also present were County Coordinator Parrish Barwick, County Attorney Paula Sparkman and Clerk of Court Kirk Reams.

ITEM 2: Public Announcements, Presentations & Awards

1. Commissioner Nelson gave a plaque of recognition to Jimmy Wilson recognizing his years of involvement in music education.
2. The presentation of refund from the Regional Landfill by Engineer Frank Darabi was tabled until November.

ITEM 3: Consent Agenda

3. Commissioner Monroe asked that emergency item related to NRCS items be placed as item I under general business. Commissioner Barfield requested that the Board take a break before this item in order to review. **On motion by Commissioner Fulford, seconded by Commissioner Monroe and unanimously carried, the consent agenda, consisting of the Approval of the Agenda as amended, the Minutes of the August 16th, 2012 Regular Session, the minutes of the September 6th, 2012 Regular Session, and the minutes of the September 11th, 2012 tentative budget hearing, was approved.**

ITEM 5(a): TDC 2012-2013 Budget/Marketing Plan

4. TDC Director Nancy Wideman presented the 2012-2013 TDC Budget/Marketing Plan. **On motion by Commissioner Barfield, seconded by Commissioner Monroe and unanimously carried, the Board approved the budget and plan as presented.**

ITEM 5(b): Agricultural Center Funding Request Application / Resolution

5. Extension Director John Lilly presented the funding request application and resolution to the Board. County Coordinator Parrish Barwick recommended the Board approve, subject to some minor changes. **On motion by Commissioner Monroe, seconded by Commissioner Fulford and unanimously carried, the Board approved the application and resolution.**

ITEM 5(c): Solid Waste Assessment Reduction Resolution

6. Chairman Boyd introduced two versions of the resolution and asked for a motion to approve. Commissioner Nelson stated that the assessment should be consistent with the amount discussed with the Property Appraiser. **On motion by Commissioner Fulford, seconded by Commissioner Monroe and unanimously carried, the Board approved version b presented by Chairman Boyd.**

ITEM 5(d): Road Work Approval List

7. County Coordinator Parrish Barwick presented a list of roads to the Board and asked for approval to begin work on the listed roads. Mr. Barwick and Clerk of Court Kirk Reams

reviewed the list before the Board. Citizens Don Howarth, Phil Calandra, Robin Lewis, Edna Henry, Ashley Knecht, Sissy Maloy and David Adams spoke in favor of performing work on these roads. Citizen John Hopkins stated he would like to see Casa Bianca Road better maintained but not necessarily paved. Chairman Boyd stated that it was important to buy gas in the county because the Road Department was funded by gasoline taxes on gasoline sold in the county. The discussion was tabled until after the public hearing.

ITEM 6: PUBLIC HEARING: CDBG Housing Application & Housing Assistance Plan

8. Gayle Brett with Guardian introduced this item and proposed to use \$75,000 of SHIP funds in order to leverage a better CDBG score. Citizen Paul Henry spoke out against the government's involvement in this program. **On motion by Commissioner Nelson, seconded by Commissioner Barfield and unanimously carried, the Board approved the 2012 CDBG Housing Application.**
9. **On motion by Commissioner Nelson, seconded by Commissioner Monroe and unanimously carried, the Board approved resolution number 2012-092012-01, approving the CDBG Housing Application fro submittal.**
10. **On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board approved resolution number 2012-092012-02, authorizing the use of \$75,000 of SHIP funds as leverage for the aforementioned application.**

ITEM 5(d) – cont'd: Road Work Approval List

11. Citizens Bill Benners, Ruby Davis, Juanita Crumity, James Robinson, John Cobb and Milly Christian spoke in favor of the road work approval list. **On motion by Commissioner Nelson, seconded by Commissioner Fulford and unanimously carried, the Board approved the road list as amended with Alexander, Groover and Seabrooks Roads added.**

ITEM 5(e): Extension of Road Bond

12. Commissioner Nelson stated that he had discussed costs of dirt road maintenance with the engineer and that the previous bond had eliminated many of the problems that the county had. **Commissioner Nelson made a motion to extend the Road Bond in order to lay pavement on the aforementioned approved road list, to which Commissioner Barfield seconded for discussion.** Citizen Paul Henry rose in support of Commissioner Nelson's motion. Citizen John Hopkins asked how the county was proposing to repay the bonds. Clerk of Court Kirk Reams stated that the previous bond was paid for through 5th and 6th cent gas taxes, with the remainder going to support the Road Department and that the new bond would operate in the same manner. Mr. Reams stated this was a financial decision in order to reduce the high maintenance cost of dirt roads while making these roads eligible for future state and federal funding. Chairman Boyd stated he was not an advocate of the Road Bond and that there were other alternatives for making the driving experience in the county a good one. Commissioner Barfield called the question and Commissioner Nelson made a point of order to end debate and move on to the vote. Attorney Paula Sparkman explained that calling the question was a non-debatable question. **By a vote of 4 to 1 (Boyd opposed), calling the question was approved. The above mentioned motion was then carried 4 to 1 (Boyd opposed).**

ITEM 5(f): Citizen Request RE: Tyson Road

13. Citizen John Cobb stated that all that needed to be said had been stated in the previous two items.

ITEM 5(g): Cash Reserve Resolution

14. Chairman Boyd introduced this item and stated his desire to monitor the cash reserve with quarterly reviews and projections, while establishing minimums and maximums for the reserve as well. He stated that past Commissions have done a good job of managing the county's finances. Clerk of Court Kirk Reams stated that the Board's focus needed to be on cutting expenses instead of balancing the budget off of reserves. Chairman Boyd relinquished the gavel to Commissioner Nelson and made a motion to adopt the resolution, which died for lack of a second. Commissioner Nelson then relinquished the gavel back to Chairman Boyd. Commissioner Fulford stated that the resolution needed to be discussed and vetted more and was concerned about the appearance of "hand-tying" future Boards.

ITEM 5(h): Personnel Policy Proposed Resolutions

15. Commissioner Monroe introduced the item and expressed his desire that the Board be the final decision maker on matters of personnel. Commissioner Barfield stated that the Board's job was policy and the Coordinator's job was to manage personnel. Clerk of Court Kirk Reams stated that the process in place with the County Coordinator working in conjunction with Department Heads and HR was operating very well. Chairman Boyd asked Commissioner Monroe to bring back to the Board after revisions were made to reflect the current process.
16. The Board recessed to allow Commissioners the opportunity to individually review the NRCS emergency item.

ITEM 5(i): NRCS Emergency Item

17. Commissioner Fulford informed the Board that during the break, it was brought to his attention that the Property Appraiser had been utilizing the \$175 amount for the Solid Waste Assessment in her system and therefore rescinded his early motion to approve version b of the Solid Waste Assessment Reduction Resolution, followed by Commissioner Monroe's rescission of his earlier second. **The decision to rescind the earlier motion passed 4 to 1 (Boyd opposed).**
18. Commissioner Monroe introduced NRCS proposals for 8 projects with a total cost of \$757,500. The county's obligation would be 25% or \$189,375. Commissioner Barfield inquired as to where the match would come from, to which Clerk of Court Kirk Reams stated that any remainder of 5th and 6th cents gas monies and fiscally constrained monies would be available for match. **On motion by Commissioner Monroe, seconded by Commissioner Fulford and unanimously carried, the Board approved the NRCS proposals and the appropriate match.**

ITEM 7: County Coordinator's Report

19. County Coordinator Parrish Barwick presented the Department Head reports to the Board.

ITEM 8: Citizen's Forum

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

20. Citizen Dana Morgan expressed desire to have the horse arena open for public use. Commissioner Barfield stated she would work with Mrs. Morgan, the County Coordinator and Extension Director John Lilly to resolve the problem of public access. Clerk of Court Kirk Reams stated that Park Rules needed to be established and insurance/liability issues researched.

ITEM 9: Commissioner Discussion Items

21. Clerk of Court Kirk Reams thanked the Board for moving forward with Road List and Road Bond, as he had worked hard on this project for the past few years.
22. Commissioner Monroe asked the Board to approve up to \$40,000 for extending the contract on Waukeelah Highway to resurface Wacissa Springs Road. By unanimous consent, the Board approved this request.
23. Commissioner Nelson stated he would be working with Earlene Knight on the first Veteran's Day parade and program for Jefferson County.
24. Commissioner Barfield stated that after December, the county would need to make another contribution towards expenses involved in the RESTORE Act.
25. Chairman Boyd expressed displeasure with parliamentary procedure shutting down discussion.

ITEM 9: Adjournment

26. The warrant register was reviewed and bills ordered paid.
27. **On motion by Commissioner Fulford, seconded by Commissioner Monroe and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
FINAL BUDGET HEARING
September 28, 2012

The Board met this date for the final budget hearing. Present were Chairman Hines Boyd, Commissioners Betsy Barfield, Stephen Fulford, Danny Monroe and John Nelson, County Attorney Buck Bird, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chairman Boyd announced that the FY 2012-2013 proposed millage rate of 8.3114 mills is the rollback rate equivalent of the current year millage rate of 8.3226 mills.
2. Chairman Boyd asked for public comment and questions regarding millage rate and budget.
3. Citizen Paul Henry stated that reductions in government were good and the county needed to continue to look at providing necessary functions of government.
4. On motion by Commissioner Barfield, seconded by Commissioner Nelson and unanimously carried, the Board adopted resolution number 12-092812-01, adopting the millage rate of 8.3114 mills.
5. On motion by Commissioner Monroe, seconded by Commissioner Fulford, and unanimously carried, the Board adopted resolution number 12-092812-02, adopting the budget at \$22,710,648.
6. On motion by Commissioner Fulford, seconded by Commissioner Nelson, and unanimously carried, the Board adopted resolution number 12-092812-03, adopting the Fire Assessment.
7. On motion by Commissioner Monroe, seconded by Commissioner Fulford, and unanimously carried, the Board adopted resolution number 12-092812-04, adopting the Solid Waste Assessment.
8. On motion by Commissioner Barfield, seconded by Commissioner Nelson and unanimously carried, the meeting was adjourned.

Chairman

Attest: _____
Clerk

ITEM 5(a): MINE CONSULTANT'S REPORT

MINE CONSULTANT'S REPORT

by Randy Hatch

October 1, 2012

- 1. The Mine Deposit Contains Very High Quality Limerock.** The first objective of my services was to determine the quality of the limerock deposit at the Jefferson County Mine site. We determined that quality by blasting and mining a "key cut" and collecting material from the blast. Tests showed a limerock deposit with exceptionally high quality. The LBR of the processed test rock was 156, as high as any limerock material I have seen in my several decades of mining experience. (An LBR of 100 is considered acceptable for road construction by the Florida DOT.)
- 2. The Mine Has Been Prepared for Safe and Efficient Mining.** The next step was to prepare the mine so that it could be mined safely and efficiently. Using county staff and equipment, we have prepared nearly a half-mile of mining "shelf" that can be used to position a dragline and other equipment for efficiently mining the deposit. We have also established a large processing area near the center of the mine where we have located the crushing equipment and prepared space for stockpiling and loading mined materials. We have established a network of internal roads that allows equipment and material to be easily moved through the mining site. We have built safety berms around all formerly mined areas that need protecting.
- 3. The County-owned Mining Equipment Has Been Tested and Adapted to Optimize Productivity.** With the exception of a dragline, the county has the equipment it needs to initiate efficient operation of a small limerock mine. The unexpected hardness of the rock required some time consuming modifications to the county's crushing equipment. We were able to field engineer and install the necessary modifications. A recent test of the modified crusher showed that it was capable of crushing about 180 tons of blasted material per hour. While we believe that a few relatively inexpensive pieces of used mining equipment, like a couple of conveyors and a small screening plant would increase production capacity and efficiency, by adding the dragline provided for in its current budget the county will have all of the equipment it needs to begin cost-effective production of limerock roadbase plus at least one limerock by-product (like #3 rock).
- 4. County Staff has Been Trained in Safe and Efficient Mine Operating Procedures.** The three county staff members assigned to the mine and placed under my temporary guidance have been trained in mine operating procedures and safety. The county has a competent staff that is now very capable of carrying out a cost-effective mining operation.
- 5. Two Blasts Have Been Made in Preparation for Deep Underwater Mining.** The county has paid for two rock blasts, the original 45-foot-deep key cut blast and a 50-foot-deep production blast. The depth of the blasts was based on the assumption that the county would acquire a dragline as originally discussed by the Commission. The blast area covered about one acre. We have mined all of the material that we can reach with an excavator. We have an estimated 70,000 tons of blasted material still in the hole awaiting mining by a dragline.

6. **We Estimate the County's Cost of Production at \$2.38 to \$3.33 per Ton.** Shortly after our initial blast and testing of the limerock material, we provided the Commission with an estimate that the mine was capable of producing about 150,000 tons of limerock per year at an annual operating cost of about \$500,000. That equates to an estimated unit cost of \$3.33 per ton. More recently, we have measured production of 180 tons/hour from the modified crusher. The current budget for the mine is \$418,000 per year. If we conservatively assume 1000 hours/year of crusher running time and a full production operating cost of \$500,000 per year, the cost per ton would be **\$2.78 per ton**. A reasonable range of production would be 150,000 to 210,000 tons per year, depending on crusher run time and processing speed. That would equate to a unit production cost of \$2.38 to \$3.33 per ton.
7. **Markets for the Mine's Production.** Currently, the mine is producing two products, about 90% limerock roadbase and about 10% #3 (rip rap) rock. The mine's primary customer, of course, is Jefferson County. The county's recent plan to improve about 40 miles of dirt roads will consume 120,000 to 150,000 tons of roadbase, or nearly a year's worth of production. The county's mine also has an opportunity to become a "regional mine" via interlocal agreements with neighboring counties. Jefferson recently signed an interlocal agreement with Lafayette County. Several other counties and governmental units have expressed interest in an interlocal agreement. I will be glad to pursue additional interlocal agreements as soon as Jefferson County begins to operate its mine at a level that can fulfill those commitments. In a worst case scenario, Jefferson County could produce and stockpile materials to supply its own needs for a couple of years then temporarily shutdown the mine until its stockpile of materials is depleted.

RECOMMENDATIONS: Jefferson County has proven the high quality of limerock in its mine deposit. It has invested in mining equipment valued at about \$750,000. In the last few months, it has invested about \$250,000 in site improvements and blasting. It has approximately \$350,000 worth of blasted limerock (processed value) that requires a dragline to extract. The county has its own uses and potential markets in neighboring counties for the high quality limerock products this mine is capable of producing. The county's current mine budget includes \$40,000 for annual payments on a dragline. **We recommend that the county immediately identify and purchase a suitable dragline to continue its mining operations and to protect its current investment in the mine and mining operation.**

Note: A "suitable" dragline is one that: (a) can be purchased for an annual payment of no more than \$40,000 amortized over a period of not more than ten years, (b) has a 4 to 6 yard rock bucket and a boom capable of digging at 50 to 60 foot depths, (c) is proven to be in good running condition, and (d) is purchased through a reliable source.

INTERIM RECOMMENDATION: While pursuing the purchase of a dragline, the county may want to consider blasting another "key cut." This blast would provide immediate material for extracting with an excavator and processing through the crusher. The blast would also be useful as a point to begin additional future production blasts.

**ITEM 5(b): BICYCLE/PEDESTRIAN MASTER
PLAN RECOMMENDATIONS**



Jefferson County Bicycle and Pedestrian Master Plan *Project Recommendations*

October 9, 2012



Overview

- 
- Presentation
 - Background and Process Overview
 - Goals and Strategies
 - Recommended Facility Improvements
 - Discussion, Feedback
 - Recommended Improvements
 - Project Priorities

Background and Process Overview

- CRTPA - Capital Region Transportation Planning Agency
 - *Primary author of this plan*
 - *Responsible for coordinating transportation planning within Florida's Capital Region*
 - *Long range transportation planning - creates an integrated regional multimodal transportation network*



Background and Process Overview



- CRTPA - Capital Region Transportation Planning Agency
 - *CRTPA annually requests funds from the FDOT*
 - *Jefferson County share – approximately \$40,000 annually for bicycle- and pedestrian-related facility improvement projects*
 - *Note: Jefferson County currently has \$133,000 accumulated for bicycle- and pedestrian-related projects*
 - *Funds must be spent on projects identified in the bicycle and pedestrian master plan*



Background and Process Overview



- **City's role**
 - *Consider recommended projects and priorities*
 - *Recommendations to CRTPA and County*

- **County's role**
 - *Consider recommended projects and priorities*
 - *Adopt master plan (including priority projects list)*
 - *Recommend projects to CRTPA (based on master plan) for funding*



Background and Process Overview

- **Public Outreach**

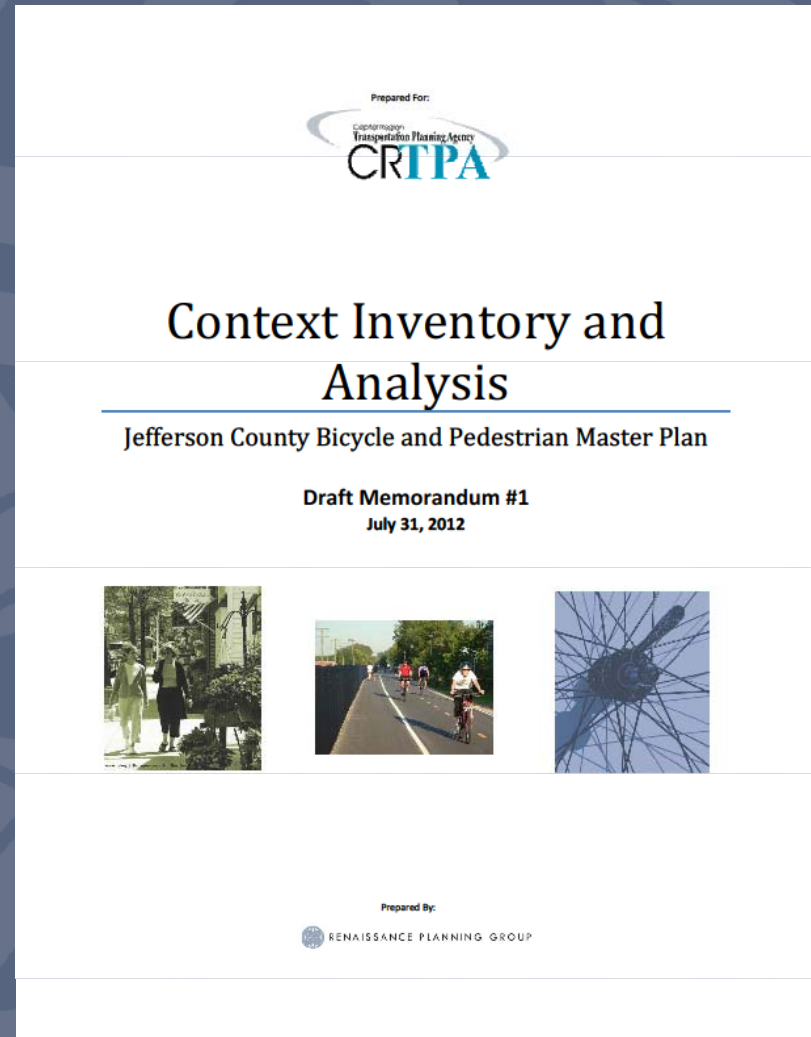
- **Stakeholder Interviews**

- **Issues**
- **Interests**
- **Desires**
- **Needs**



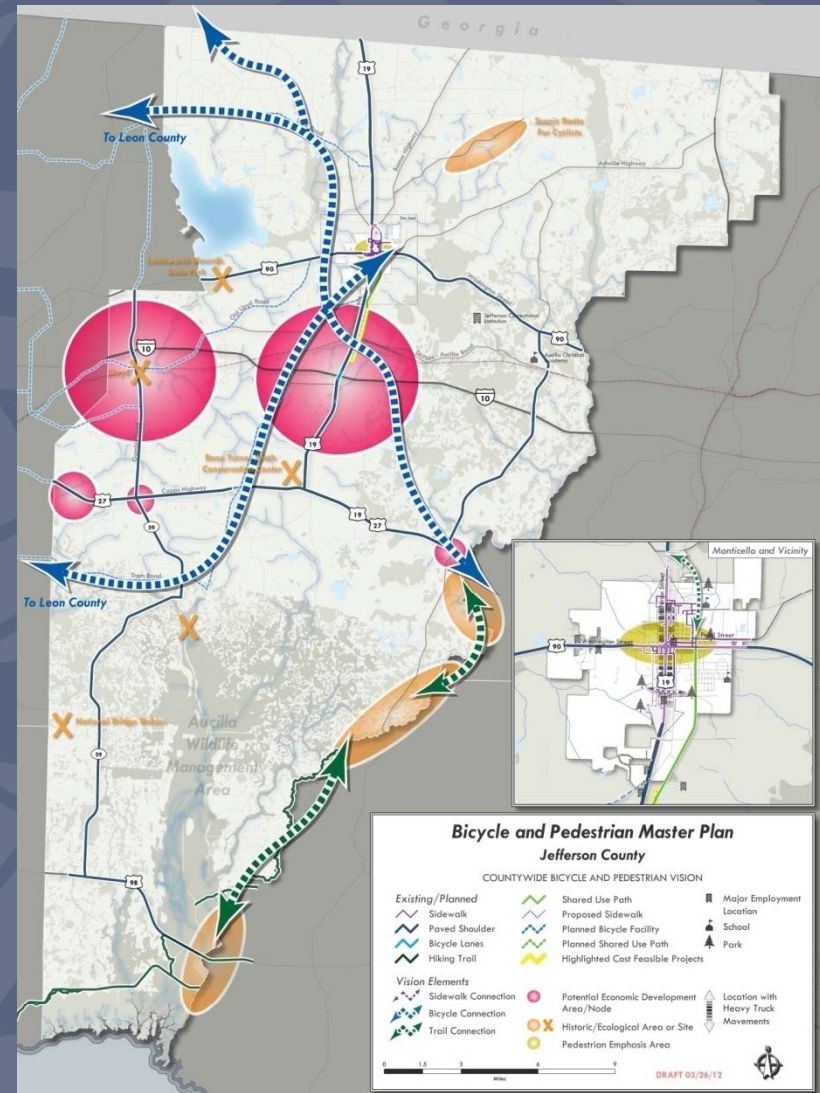
Background and Process Overview

- Context Inventory and Analysis
 - *Document Facilities*
 - *Gaps*
 - *Barriers*
 - *Policies*
 - *Opportunities*



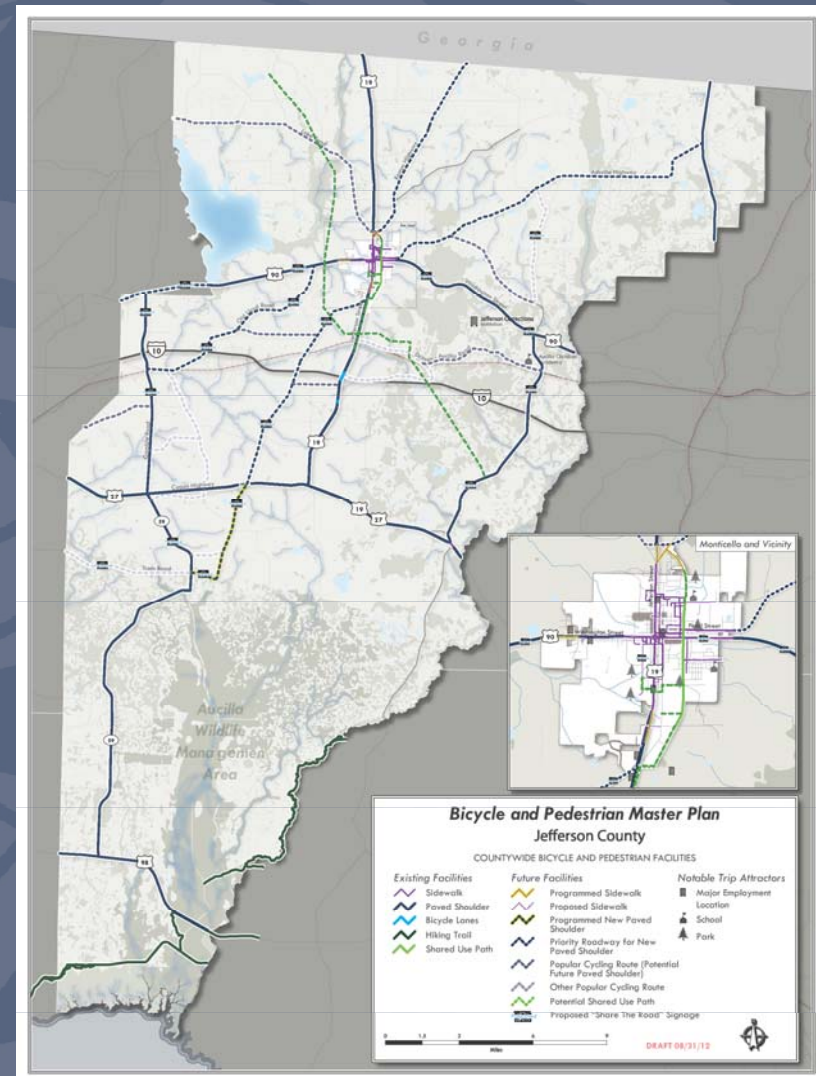
Background and Process Overview

- Countywide Vision Map
 - *Broad-brushed 'big idea' to guide the network plan*



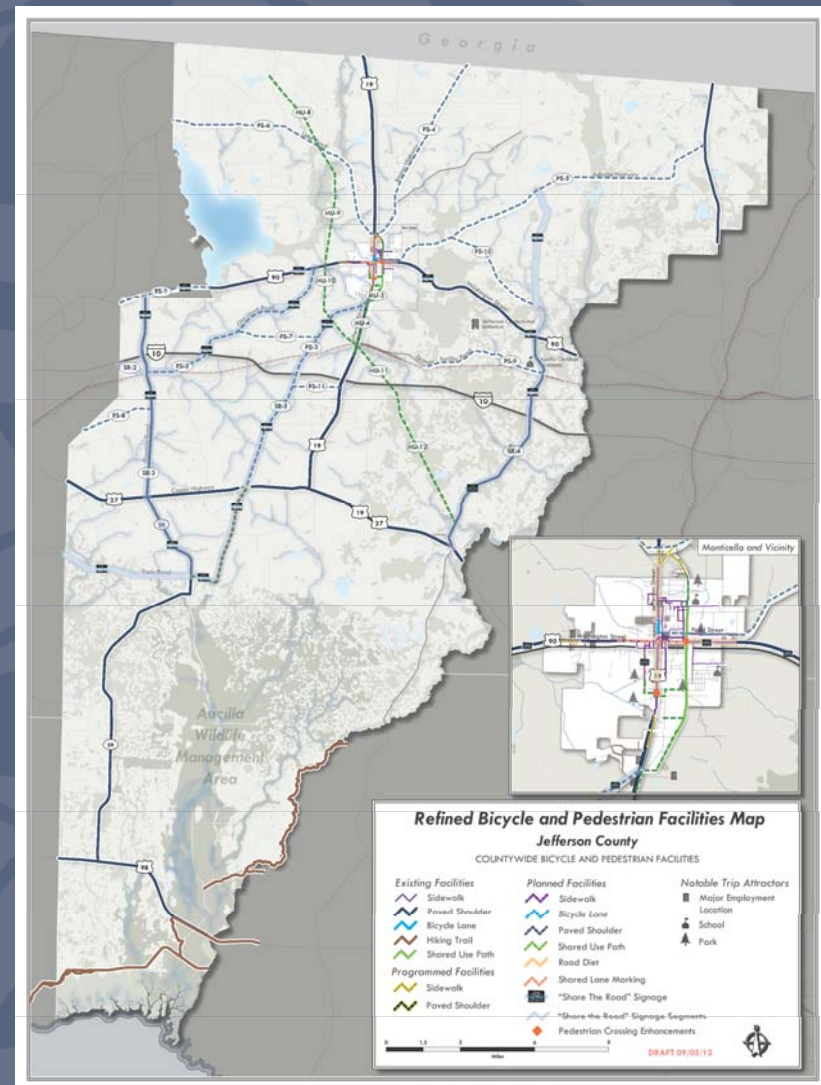
Background and Process Overview

- Conceptual Network
 - *'Kitchen sink' facilities network*
 - *Expressed desires, feedback*
 - *Complete non-motorized transportation system*



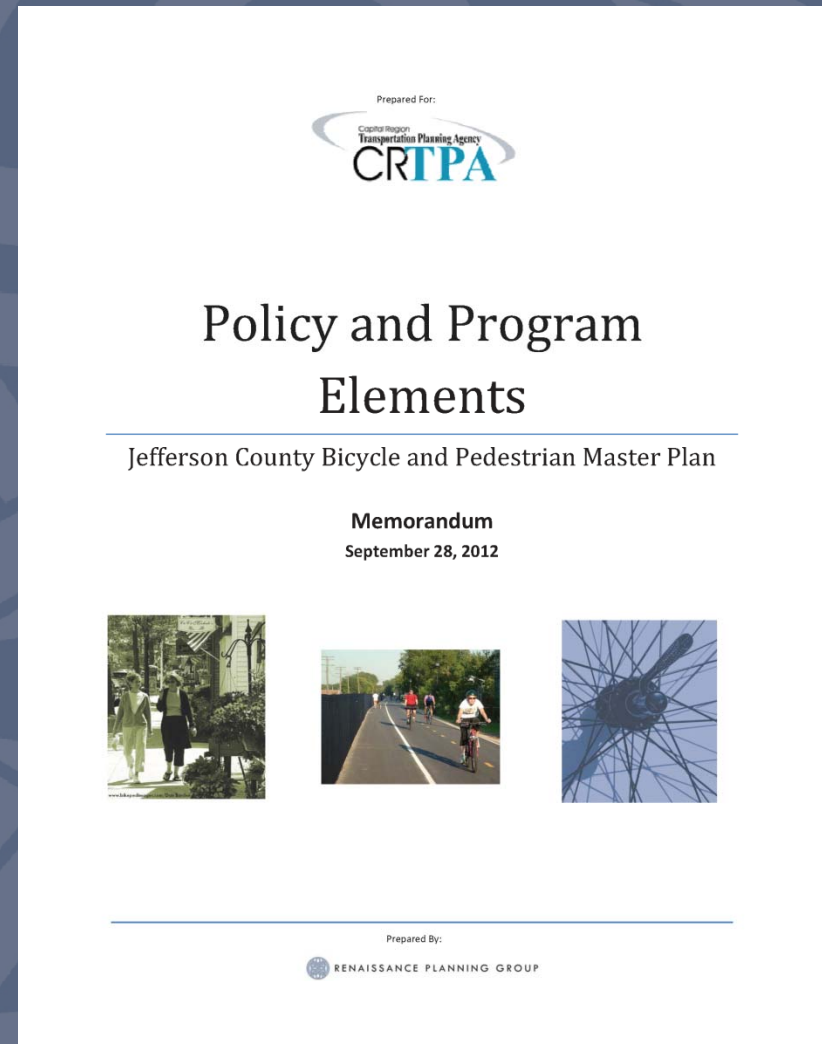
Background and Process Overview

- Refined Network
 - *Step-back look at priority corridors and projects that support:*
 - *Countywide Vision Map*
 - *Project goals*
 - *Policies*
 - *Core network of high priority corridors*



Background and Process Overview

- Policy and Program Elements
 - *Education*
 - *Encouragement*
 - *Enforcement*
 - *Engineering*
 - *Equity*
 - *Evaluation*
 - *Performance Measures*



Goals and Strategies

- **Project Goals** – what we heard, read, saw
 - Enhance *community mobility* options
 - Improve *livability, quality-of-life* for residents
 - Address environmental justice issues affecting the *transportation disadvantaged* population
 - Support *economic development* possibilities related to recreation and eco tourism
 - Increase *regional mobility and recreational opportunities*



Goals and Strategies

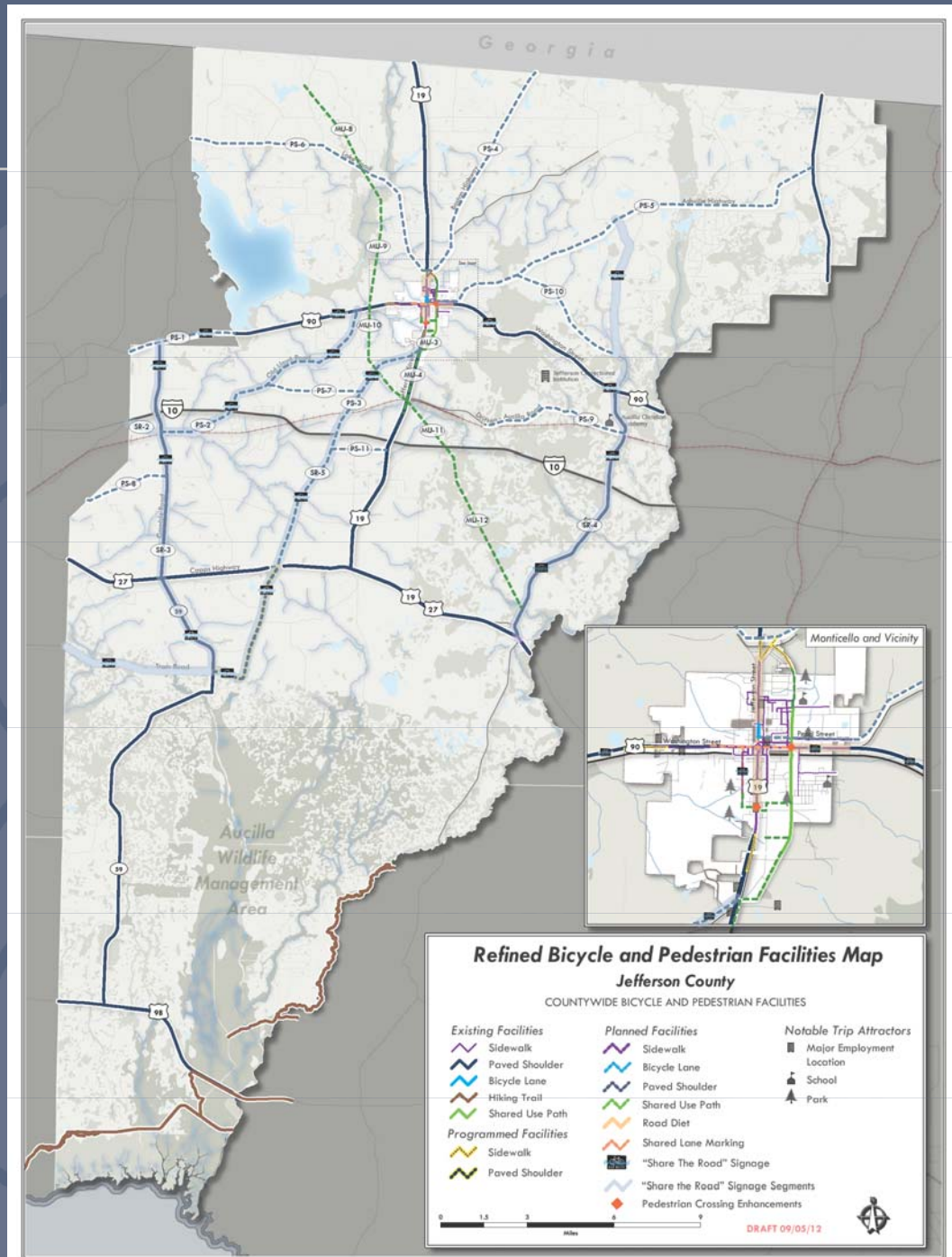
- **Project Strategies** – approach to implementing the goals
 - Connect **key destinations** (downtown, commerce, recreation)
 - Complete **gaps** in existing network
 - Return on **investment** (highest ‘bang for your buck’)
 - Recognize funding limitations – be **realistic**
 - Address **‘needs’** first, then ‘desires’

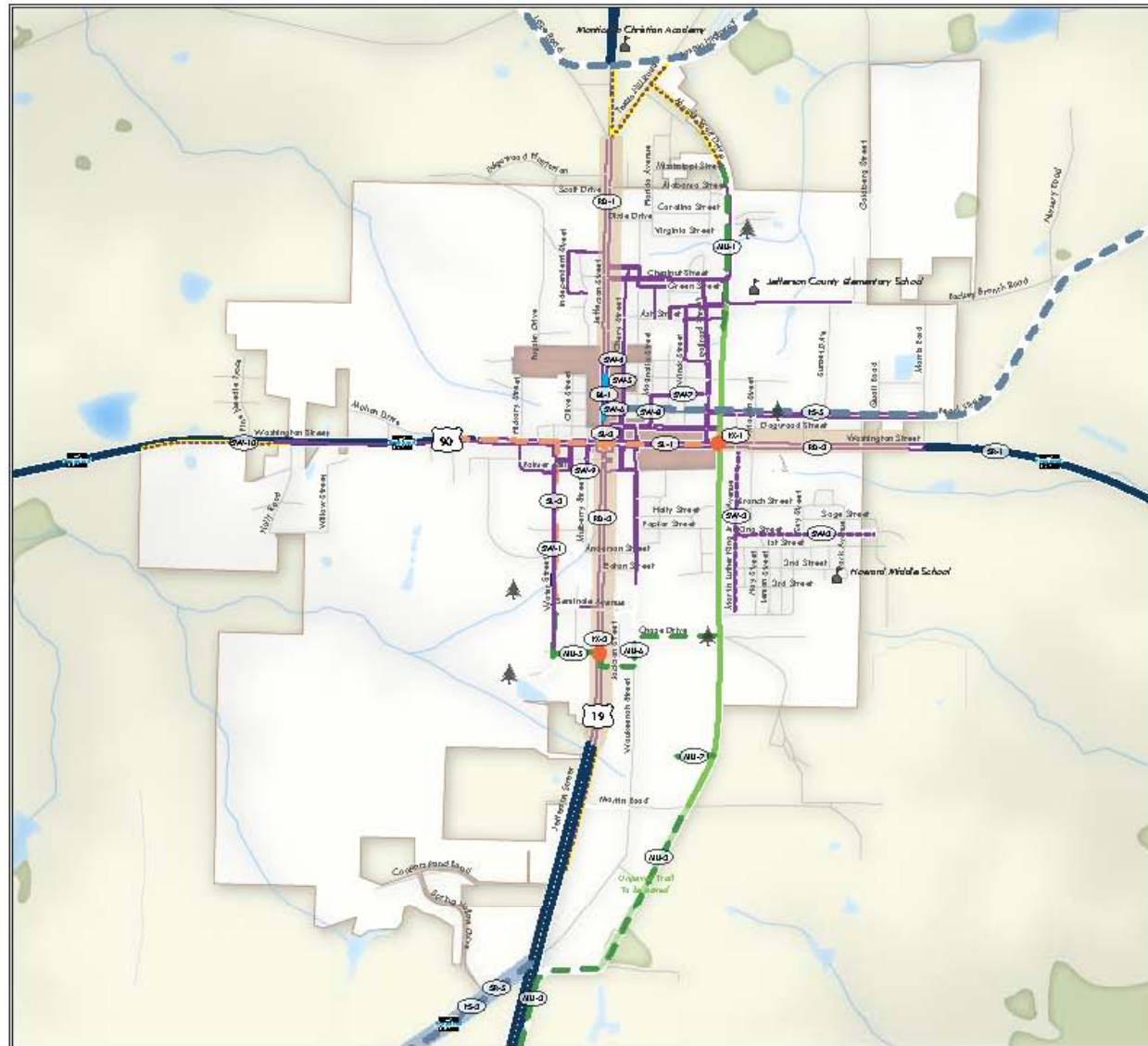




Refined Network Map

- Comprised of 50 recommended projects for consideration





Refined Bicycle and Pedestrian Facilities Map Monticello and Vicinity

BICYCLE AND PEDESTRIAN FACILITIES

Existing Facilities

- Sidewalk
- Paved Shoulder
- Shared Use Path

Programmed Facilities

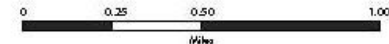
- Sidewalk

Planned Facilities

- Sidewalk
- Bicycle Lane
- Paved Shoulder
- Shared Use Path
- Road Diet
- Shared Lane Marking
- "Share The Road" Signage
- "Share the Road" Signage Segments
- Pedestrian Crossing Enhancements

Notable Trip Attractors

- School
- Park
- Historic District



Recommended Facility Improvements

- Recommended projects

Map ID	Roadway	From	To	Dist (miles)	Priority	Notes
Paved Shoulders - High Priority Corridors		County's primary bicycle network				
PS-1	US 90	Leon Co line (west)	Leon Co line (east)	3.7	Tier 1	
PS-2	CR 158/Old Lloyd Rd	SR 59	US 90	8.8	Tier 1	
PS-3	CR 259/Waukeenh Hwy	US 27	US 19	9.5	Tier 1	
PS-4	CR 149/Boston Hwy	US 19	GA state line	8.1	Tier 1	
PS-5	CR 146/Ashville Hwy	St. Margaret Rd	US 221	14.1	Tier 1	
Paved Shoulders - Low Priority Corridors		County's primary feeder routes				
PS-6	Lake Rd	Leon Co line	US 19	10.8	Tier 2	
PS-7	CR 158/Rabon Rd	CR 158/Old Lloyd Rd	CR 259/Waukeenh Hwy	3.3	Tier 2	
PS-8	Whitehouse Rd	Leon Co line	SR 59	2.9	Tier 2	
PS-9	CR 158/Drifton-Availka Rd	Turkey Scratch Rd	CR 257	5.2	Tier 2	
PS-10	Bassett Dairy Rd	CR 146/Ashville Hwy	CR 257/North Salt Rd	4.6	Tier 2	
PS-11	CR 158B/Nash Rd	CR 259/Waukeenh Hwy	US 19	1.9	Tier 2	
Share the Road Signage - Priority Corridors		Relatively inexpensive improvements - high value				
SR-1	US 90	Leon Co line (west)	Madison Co line	19.9	Tier 1	
SR-2	CR 158/Old Lloyd Rd	Leon Co line	US 90	10.0	Tier 1	
SR-3	SR 59	CR 259/Waukeenh Hwy	US 90	12.1	Tier 1	
SR-4	CR 257	US 19	CR 146/Ashville Hwy	16.6	Tier 1	
SR-5	CR 259/Waukeenh Hwy	Leon Co line	US 19	19.8	Tier 1	

Recommended Facility Improvements

- Recommended projects

Multi-Use Trail						
MU-1	Ike Anderson Trail Northern Extension	Rocky Branch Rd	Jefferson Co Recreation Park	0.4	Tier 2	
MU-2	Ike Anderson Trail Southern Extension I	Martin Rd	US 19 at Nacoosa Rd	0.8	Tier 2	
MU-3	Ike Anderson Trail Southern Extension II	US 19 at Nacoosa Rd	US 19 at Drifton-Aucilla Rd	1.7	Tier 2	
MU-4	Ike Anderson Trail Southern Extension III	US 19 at Drifton-Aucilla Rd	Jefferson Co MS/HS	0.7	Tier 2	
MU-5	Water St Eco-Park Trail Connector	Water St at Seminole Ave	US 19 at Cherokee St	0.3	Tier 1	Multimodal connection/crossing at major highway and shopping destination
MU-6	Water St Eco-Park Trail Connector	US 19 at Cherokee St	Ike Anderson Trail at Chase Dr	0.4	Tier 1	Multimodal connection/crossing at major highway and shopping destination
MU-7	Elliot Dr Connector	Elliot Dr at Melrose Dr	Ike Anderson Trail	0.04	Tier 3	Feasibility: easement, acquisition?
MU-8	Progress Energy Rail Trail I	GA state line	Lake Rd	5.8	Tier 3	
MU-9	Progress Energy Rail Trail II	Lake Rd	US 90	5.2	Tier 3	
MU-10	Progress Energy Rail Trail III	US 90	US 19	3.8	Tier 3	
MU-11	Progress Energy Rail Trail IV	US 19	Thompson Valley Rd	2.2	Tier 3	
MU-12	Progress Energy Rail Trail V	Thompson Valley Rd	CR 257	6.9	Tier 3	
Road Diet						
Complete as part of future resurfacing project						
RD-1	US 19	0.1 mi north of Madison St	Texas Hill Rd	0.6	Tier 2	From 4LU + parking to 3LU+bike lanes+parking
RD-2	US 19	0.25 mi south of E. Cherokee St	Courthouse Circle	0.9	Tier 2	From 4/5LU+some parking to 3LU+bike lanes+some parking
RD-3	US 90	Ike Anderson Trail	0.1 mi west of St. Margaret Rd	0.6	Tier 2	From 4LU + parking to 3LU+bike lanes+parking
Bicycle Lanes						
BL-1	US 19	Pearl St	0.1 mi north of Madison St	0.25	Tier 2	Complete as part of future resurfacing project

Recommended Facility Improvements

- Recommended projects

Shared Lane Markings					Complete as part of future resurfacing project	
SL-1	US 90	0.05 mi east of Mahan Dr	Ike Anderson Trail	0.8	Tier 2	Downtown 'main street'
SL-2	US 19	Courthouse Cir (south side)	Pearl St	0.15	Tier 2	Downtown 'main street'
SL-3	Water St	Seminole Ave	US 90	0.5	Tier 2	Multimodal connector between shopping/business destinations
Sidewalks						
SW-1	Water St (east side)	Walnut St	Seminole Ave	0.5	Tier 2	
SW-2	Martin Luther King Jr Ave	US 90	3rd St	0.4	Tier 3	Constrained ROW; shallow building setbacks
SW-3	King St	Ike Anderson Trail	Sage St	0.5	Tier 2	Constrained ROW; shallow building setbacks
SW-4	Madison St	US 19	Cherry St	0.06	Tier 1	Downtown Monticello's primary pedestrian network
SW-5	Cherry St	Pearl St	Madison St	0.14	Tier 1	Downtown Monticello's primary pedestrian network
SW-6	Pearl St	US 19	Cherry St	0.06	Tier 1	Downtown Monticello's primary pedestrian network
SW-7	High St	Magnolia St	Railroad St	0.15	Tier 1	Downtown Monticello's primary pedestrian network
SW-8	Magnolia St	Dogwood St	High St	0.09	Tier 1	Downtown Monticello's primary pedestrian network
SW-9	Palmer Mills Rd	150 ft west of Water St	Water St	0.03	Tier 1	Downtown Monticello's primary pedestrian network
SW-10	US 90	300 ft west of Holly Rd	Holly Rd	0.06	Tier 1	Add to adjacent programmed sidewalk project
Pedestrian Crossing Enhancements						
PX-1	US 90	at Ike Anderson Trail		N/A	Tier 1	Important trail crossing at major highway
PX-2	US 19	at Cherokee St/Jefferson Square Shopping Center		N/A	Tier 1	Major shopping destination; challenging crossing
PX-3	Ike Anderson Trail	at various cross streets		N/A	Tier 3	Mostly minor crossings
PX-4	Downtown Courthouse Area	various intersections		N/A	Tier 1	8 intersections; curb extensions; crosswalk enhancements; valley gutters...
PX-5	Jefferson Co ES Area	various intersections		N/A	Tier 2	Mostly minor crossing improvements

Recommended Facility Improvements



- Recommended projects
 - Paved shoulders
 - 'Share the Road' signage
 - Multi-use trails
 - Road diet
 - Bicycle lanes
 - Shared lane markings (i.e. Sharrows)
 - Sidewalks
 - Pedestrian Crossing Enhancements



Recommended Facility Improvements

- Paved shoulders



Recommended Facility Improvements

- 'Share the Road' signage



Recommended Facility Improvements

- Multi-use trails



Recommended Facility Improvements

- Road diet



Recommended Facility Improvements



- Road diet



Recommended Facility Improvements



- Road diet



Recommended Facility Improvements

- Bicycle lanes



Recommended Facility Improvements

- Shared lane markings (i.e. Sharrows)



Recommended Facility Improvements



- Sidewalks



Recommended Facility Improvements

- Pedestrian Crossing Enhancements



Recommended Facility Improvements

- Pedestrian Crossing Enhancements



Recommended Facility Improvements

- Pedestrian Crossing Enhancements



Discussion, Feedback



- Recommended Improvements
- Project Priorities





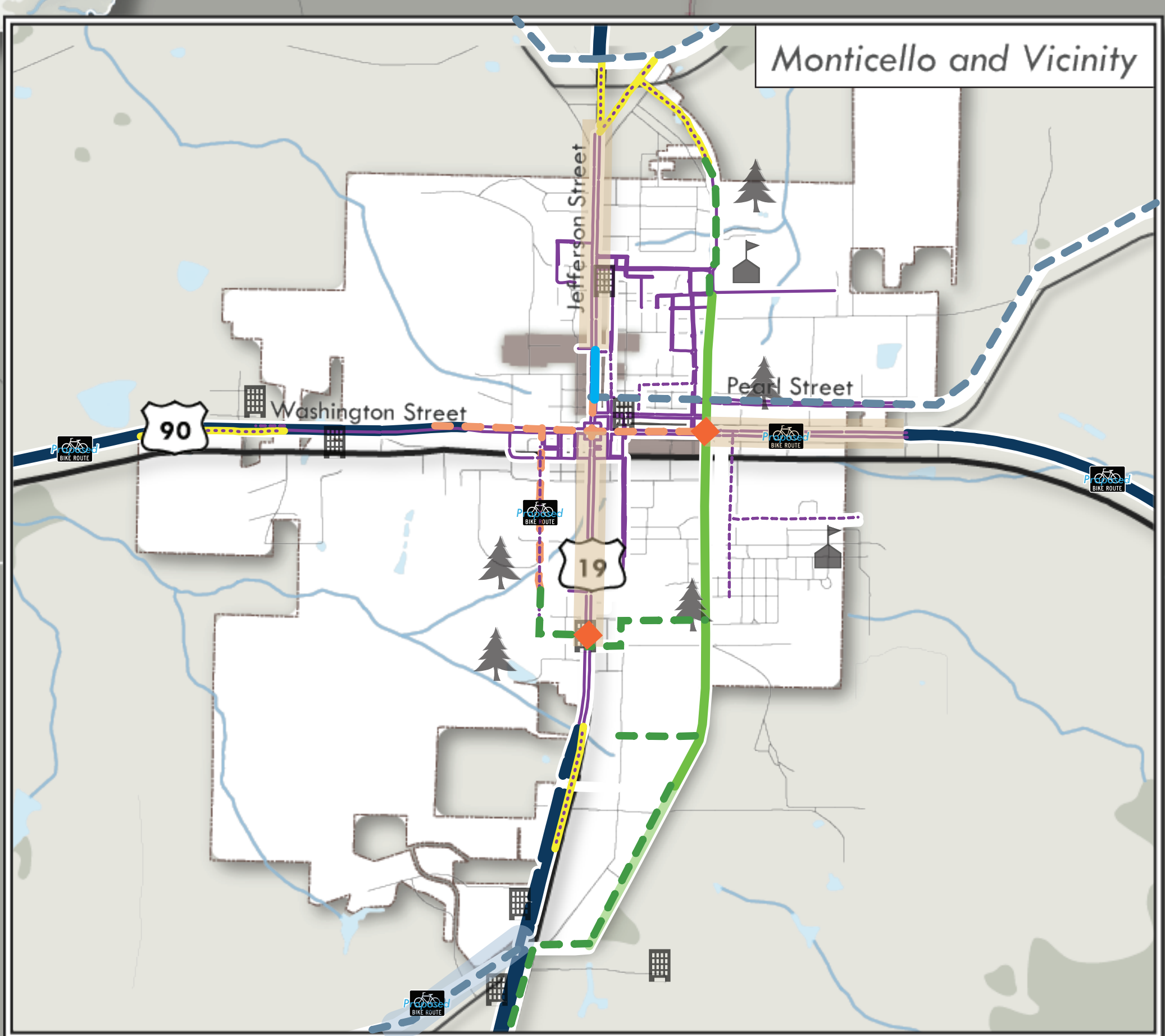
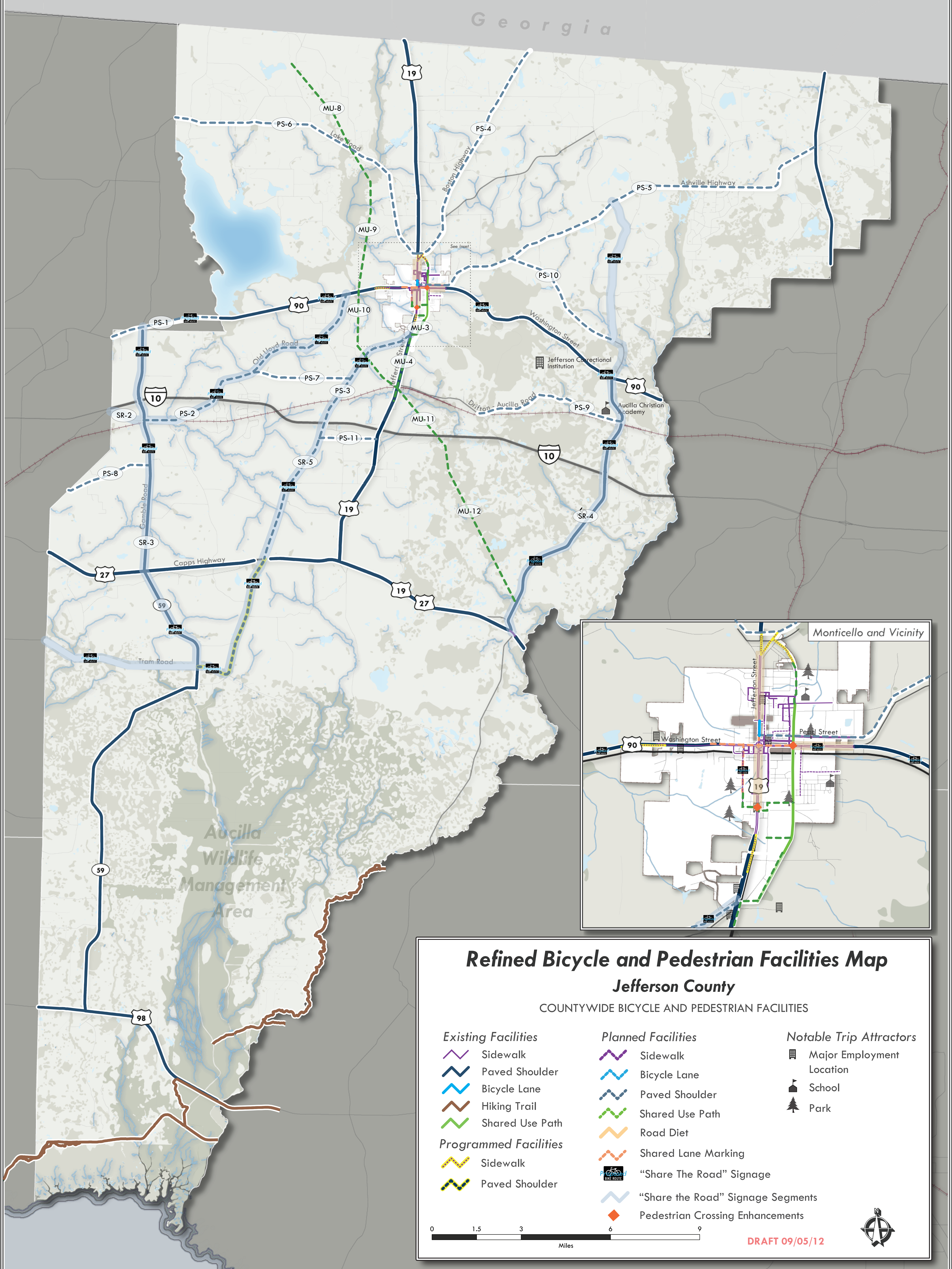
Thank you!



Jefferson County Bicycle and Pedestrian Master Plan

Recommended Facilities

Map ID	Roadway	From	To	Dist (miles)	Priority	Notes
Paved Shoulders - High Priority Corridors						
County's primary bicycle network						
PS-1	US 90	Leon Co line (west)	Leon Co line (east)	3.7	Tier 1	
PS-2	CR 158/Old Lloyd Rd	SR 59	US 90	8.8	Tier 1	
PS-3	CR 259/Waukeenhaw Hwy	US 27	US 19	9.5	Tier 1	
PS-4	CR 149/Boston Hwy	US 19	GA state line	8.1	Tier 1	
PS-5	CR 146/Ashville Hwy	St. Margaret Rd	US 221	14.1	Tier 1	
Paved Shoulders - Low Priority Corridors						
County's primary feeder routes						
PS-6	Lake Rd	Leon Co line	US 19	10.8	Tier 2	
PS-7	CR 158/Rabon Rd	CR 158/Old Lloyd Rd	CR 259/Waukeenhaw Hwy	3.3	Tier 2	
PS-8	Whitehouse Rd	Leon Co line	SR 59	2.9	Tier 2	
PS-9	CR 158/Drifton-Aucilla Rd	Turkey Scratch Rd	CR 257	5.2	Tier 2	
PS-10	Bassett Dairy Rd	CR 146/Ashville Hwy	CR 257/North Salt Rd	4.6	Tier 2	
PS-11	CR 158B/Nash Rd	CR 259/Waukeenhaw Hwy	US 19	1.9	Tier 2	
Share the Road Signage - Priority Corridors						
Relatively inexpensive improvements - high value						
SR-1	US 90	Leon Co line (west)	Madison Co line	19.9	Tier 1	
SR-2	CR 158/Old Lloyd Rd	Leon Co line	US 90	10.0	Tier 1	
SR-3	SR 59	CR 259/Waukeenhaw Hwy	US 90	12.1	Tier 1	
SR-4	CR 257	US 19	CR 146/Ashville Hwy	16.6	Tier 1	
SR-5	CR 259/Waukeenhaw Hwy	Leon Co line	US 19	19.8	Tier 1	
Multi-Use Trail						
MU-1	Ike Anderson Trail Northern Extension	Rocky Branch Rd	Jefferson Co Recreation Park	0.4	Tier 2	
MU-2	Ike Anderson Trail Southern Extension I	Martin Rd	US 19 at Nacoosa Rd	0.8	Tier 2	
MU-3	Ike Anderson Trail Southern Extension II	US 19 at Nacoosa Rd	US 19 at Drifton-Aucilla Rd	1.7	Tier 2	
MU-4	Ike Anderson Trail Southern Extension III	US 19 at Drifton-Aucilla Rd	Jefferson Co MS/HS	0.7	Tier 2	
MU-5	Water St Eco-Park Trail Connector	Water St at Seminole Ave	US 19 at Cherokee St	0.3	Tier 1	Multimodal connection/crossing at major highway and shopping destination
MU-6	Water St Eco-Park Trail Connector	US 19 at Cherokee St	Ike Anderson Trail at Chase Dr	0.4	Tier 1	Multimodal connection/crossing at major highway and shopping destination
MU-7	Elliot Dr Connector	Elliot Dr at Melrose Dr	Ike Anderson Trail	0.04	Tier 3	Feasibility: easement, acquisition?
MU-8	Progress Energy Rail Trail I	GA state line	Lake Rd	5.8	Tier 3	
MU-9	Progress Energy Rail Trail II	Lake Rd	US 90	5.2	Tier 3	
MU-10	Progress Energy Rail Trail III	US 90	US 19	3.8	Tier 3	
MU-11	Progress Energy Rail Trail IV	US 19	Thompson Valley Rd	2.2	Tier 3	
MU-12	Progress Energy Rail Trail V	Thompson Valley Rd	CR 257	6.9	Tier 3	
Road Diet						
Complete as part of future resurfacing project						
RD-1	US 19	0.1 mi north of Madison St	Texas Hill Rd	0.6	Tier 2	From 4LU + parking to 3LU+bike lanes+parking
RD-2	US 19	0.25 mi south of E. Cherokee St	Courthouse Circle	0.9	Tier 2	From 4/5LU+some parking to 3LU+bike lanes+some parking
RD-3	US 90	Ike Anderson Trail	0.1 mi west of St. Margaret Rd	0.6	Tier 2	From 4LU + parking to 3LU+bike lanes+parking
Bicycle Lanes						
BL-1	US 19	Pearl St	0.1 mi north of Madison St	0.25	Tier 2	Complete as part of future resurfacing project
Shared Lane Markings						
Complete as part of future resurfacing project						
SL-1	US 90	0.05 mi east of Mahan Dr	Ike Anderson Trail	0.8	Tier 2	Downtown 'main street'
SL-2	US 19	Courthouse Cir (south side)	Pearl St	0.15	Tier 2	Downtown 'main street'
SL-3	Water St	Seminole Ave	US 90	0.5	Tier 2	Multimodal connector between shopping/business destinations
Sidewalks						
SW-1	Water St (east side)	Walnut St	Seminole Ave	0.5	Tier 2	
SW-2	Martin Luther King Jr Ave	US 90	3rd St	0.4	Tier 3	Constrained ROW; shallow building setbacks
SW-3	King St	Ike Anderson Trail	Sage St	0.5	Tier 2	Constrained ROW; shallow building setbacks
SW-4	Madison St	US 19	Cherry St	0.06	Tier 1	Downtown Monticello's primary pedestrian network
SW-5	Cherry St	Pearl St	Madison St	0.14	Tier 1	Downtown Monticello's primary pedestrian network
SW-6	Pearl St	US 19	Cherry St	0.06	Tier 1	Downtown Monticello's primary pedestrian network
SW-7	High St	Magnolia St	Railroad St	0.15	Tier 1	Downtown Monticello's primary pedestrian network
SW-8	Magnolia St	Dogwood St	High St	0.09	Tier 1	Downtown Monticello's primary pedestrian network
SW-9	Palmer Mills Rd	150 ft west of Water St	Water St	0.03	Tier 1	Downtown Monticello's primary pedestrian network
SW-10	US 90	300 ft west of Holly Rd	Holly Rd	0.06	Tier 1	Add to adjacent programmed sidewalk project
Pedestrian Crossing Enhancements						
PX-1	US 90	at Ike Anderson Trail		N/A	Tier 1	Important trail crossing at major highway
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PX-4	Downtown Courthouse Area	various intersections		N/A	Tier 1	8 intersections; curb extensions; crosswalk enhancements; valley gutters...
PX-5	Jefferson Co ES Area	various intersections		N/A	Tier 2	Mostly minor crossing improvements



Refined Bicycle and Pedestrian Facilities Map Jefferson County

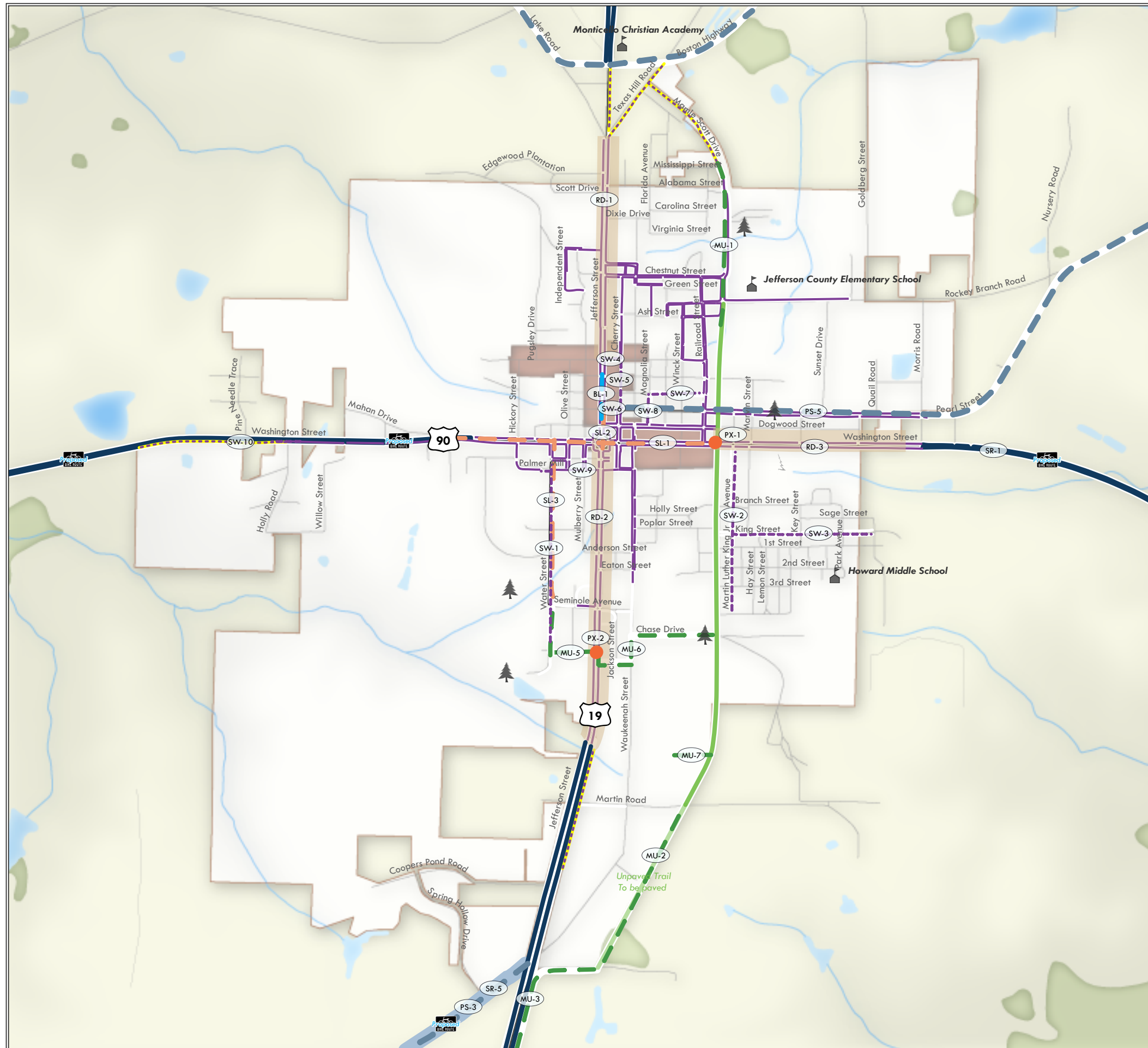
COUNTYWIDE BICYCLE AND PEDESTRIAN FACILITIES

- | Existing Facilities | Planned Facilities | Notable Trip Attractors |
|------------------------------|-----------------------------------|---------------------------|
| Sidewalk | Sidewalk | Major Employment Location |
| Paved Shoulder | Bicycle Lane | School |
| Bicycle Lane | Paved Shoulder | Park |
| Hiking Trail | Shared Use Path | |
| Shared Use Path | Road Diet | |
| Programmed Facilities | Shared Lane Marking | |
| Sidewalk | "Share The Road" Signage | |
| Paved Shoulder | "Share the Road" Signage Segments | |
| | Pedestrian Crossing Enhancements | |



DRAFT 09/05/12








Refined Bicycle and Pedestrian Facilities Map

Monticello and Vicinity

BICYCLE AND PEDESTRIAN FACILITIES

Existing Facilities

-  Sidewalk
-  Paved Shoulder
-  Shared Use Path




Programmed Facilities

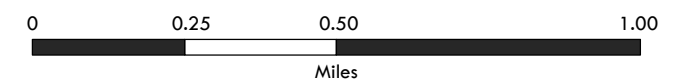
-  Sidewalk

Planned Facilities

-  Sidewalk
-  Bicycle Lane
-  Paved Shoulder
-  Shared Use Path
-  Road Diet
-  Shared Lane Marking
-  "Share The Road" Signage
-  "Share the Road" Signage Segments
-  Pedestrian Crossing Enhancements

Notable Trip Attractors

-  School
-  Park
-  Historic District



**ITEM 5(e): CONSTITUTIONAL
AMENDMENTS PRESENTATION**



2012 CONSTITUTIONAL AMENDMENTS

Impact Summary For County/School Government (Estimated)

Unknown	Amendment #2
\$100,000	Amendment #4 <i>projections from Capital Analytics</i>
Unknown	Amendment #9
\$ 10,500	Amendment #10 85 accounts
\$ 3,000	Amendment #11 <i>if enacted by County Government</i>
=====	
\$113,500	Depending on fiscally constrained reimbursement up to 95% of loss

These Property Tax related amendments will appear on the November, 2012 General Election Ballot, to be effective for the 2013 tax roll (unless specified otherwise):

AMENDMENT 2: VETERANS DISABLED DUE TO COMBAT INJURY; HOMESTEAD PROPERTY TAX DISCOUNT

This amendment would expand the discount for veterans disabled due to combat injury to include those who were not Florida residents when they entered the military. Currently, the law only provides the discount to those who were Florida residents when they entered the military. This benefit provides a percentage discount in property taxes equal to the percentage of a veteran's partial or total permanent combat related disability. (Fla. Const. art. VII s. 6(e))

Bill details & text: <http://www.flsenate.gov/Session/Bill/2011/0592>

AMENDMENT 4: PROPERTY TAX LIMITATIONS; PROPERTY VALUE DECLINE; REDUCTION FOR NONHOMESTEAD ASSESSMENT INCREASES; DELAY OF SCHEDULED REPEAL

- Changes the [non-homestead cap](#) amount from 10% to 5%.
- Gives the legislature the authority to remove the "[Recapture Rule](#)": the assessed value will no longer increase if the market value decreases and the assessed value is still less than the market value (the assessed value would stay the same).
- "New Owner" Exemption: Creates an exemption for new property owners who have not owned homestead property in the three calendar years preceding a purchase of the new homestead property (effective for homes purchased after January 1, 2012). The exemption amount is 50% of the property's just value for the 1st year of the homestead exemption; but the exemption amount cannot be more than the median just value of all homestead property within the county for the tax year prior to the homestead exemption. The exemption applies for 5 years or until the property is sold, and is reduced each year by 20% of the additional homestead (based on the amount granted in the first year) OR the SOH Cap differential, whichever is greater.

Bill details & text: <http://www.flsenate.gov/Session/Bill/2011/0381>

Laws of Florida: http://laws.flrules.org/files/Ch_2011-125.pdf

AMENDMENT 9: HOMESTEAD PROPERTY TAX EXEMPTION FOR SURVIVING SPOUSE OF MILITARY VETERAN OR FIRST RESPONDER

This is also called the "Fallen Heroes Family Tax Relief Act" and provides for a 100% exemption on the homestead property for the surviving spouse of:

- A military veteran who died from service-connected causes while on active duty as a member of the US armed forces;
- A first responder (which includes a law enforcement officer, correctional officer, firefighter, emergency medical technician, or paramedic employed by the state or any political subdivision of the state) who died in the line of duty.

This will require a letter from the state (or subdivision) that employed the first responder that he or she died in the line of duty.

The first responder & spouse must be permanent residents of Florida as of January 1 of the year the first responder died.

If the spouse moves he or she may "port" a portion of the exemption; if the spouse remarries the exemption is removed.

Bill details & text: <http://www.flsenate.gov/Session/Bill/2012/0093>

<http://www.flsenate.gov/Session/Bill/2012/0095>

AMENDMENT 10: TANGIBLE PERSONAL PROPERTY TAX EXEMPTION

This creates an additional exemption on tangible personal property valued at more than \$25,000 but less than \$50,000. It also authorizes counties and municipalities to provide additional TPP exemptions by ordinance.

Bill details & text: <http://www.flsenate.gov/Session/Bill/2012/1003>

AMENDMENT 11: ADDITIONAL HOMESTEAD EXEMPTION; LOW-INCOME SENIORS WHO MAINTAIN LONG-TERM RESIDENCY ON PROPERTY; EQUAL TO ASSESSED VALUE

This gives cities/counties the OPTION to adopt an additional exemption for seniors that would be effective based on the date the new exemption was adopted.

- Exempts 100% of the assessed value of the property if the just value is less than \$250,000; the property has been the owner's permanent residence for at least 25 years; the owner is 65; and the owner's household income is less than the limit established for the low-income senior exemption.

Bill details & text: <http://www.flsenate.gov/Session/Bill/2012/0357>
<http://www.flsenate.gov/Session/Bill/2012/0169>

For more information, please visit the Florida Division of Elections website, 2012 Proposed Constitutional Amendments page: <http://election.dos.state.fl.us/constitutional-amendments/2012-proposed.shtml>

**ITEM 5(f): FEMA GENERAL ROAD REPAIRS
ENGINEER RECOMMENDATION**



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

Gulf County

324 Marina Drive
Port St. Joe, FL 32456

P 850.227.7200

F 850.227.7215

Bay County

203 Aberdeen Parkway
Panama City, FL 32405

P 850.522.0644

F 850.522.1011

Walton County

877 CR 393 North
Santa Rosa Beach, FL 32459

P 850.267.0759

F 866.557.0076

Gadsden County

20 East Washington Street
Quincy, FL 32351

P 850.875.4751

Calhoun County

20684 Central Avenue East
Blountstown, FL 32424

P 850.674.3300

Wakulla County

36 Jasper Thomas Road
Crawfordville, FL 32327

P 850.528.0300

Jefferson County

Garden Square
187 East Walnut Street
Monticello, FL 32344

P 850.997.2175

Dixie County

23414 SE 349 Hwy
P.O. Box 3
Suwannee, FL 32692

P 352.542.2414

Okaloosa County

2110 Lewis Turner Boulevard
Ft. Walton Beach, FL 32547

P 850.200.4783

October 10, 2012

Via e-mail @ kreams@jeffersonclerk.net and via Hand Delivery

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

RE: Jefferson County General Road Repairs

Dear Mr. Reams:

As you know we received bids for the referenced project at 10:45am EST on September 21, 2012, and three (3) contractors submitted bids. Copies of all the bids have been provided under separate cover. The detailed bid results are attached.

After review of all bids, Capital Asphalt, Inc. was the lowest, qualified, responsive bidder. Therefore, we **recommend awarding the contract to Capital Asphalt, Inc.**

Working with FEMA through the disaster recovery process is what initiated this bid. This Contract would allow the County to utilize this Contractor on as needed basis, but does not obligate the County to any cost without further approval. This will simply allow the option to utilize this resource, should it desire to do so.

If you have any questions, please give me a call at 850.528.0300 or e-mail me at wisea@preble-rish.com.

Sincerely,

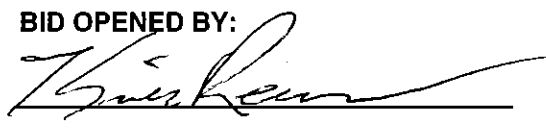
PREBLE-RISH, INC.

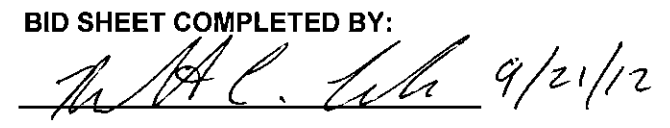
Alan Wise, P.E.
Sr. Project Manager

**JEFFERSON COUNTY
BIDDER TABULATION SHEET**

BID TITLE: General Road Repairs
OPENING DATE AND TIME: Friday, September 21, 2012 @ 10:45 A.M.

ITEM/VENDOR	Capital	Dixie	Peavy						
Cover Page	✓	✓	✓						
Narrative	✓	✓	✓						
References	✓	✓	✓						
Staffing	✓	✓	✓						
Pending/Past Litigation		✓	✓						
Response Form	✓	✓	✓						
Non-Collusion	✓	✓	✓						
Ethics Clause	✓	✓	✓						
Conflict of Interest	✓	✓	✓						
Drug Free Workplace	✓	✓	✓						
Local Preference	✓	✓	✓						
Pricing Information									
Grading and Shaping	0.85/SY	0.85/CY	1.25/SY						
Ditch Cleaning	1.50/LF	2.50/LF	2.50/LF						
Disposal of Deleterious Material	5.75/CY	9.50/CY	12.00/CY						
Placement of 3" of Limerock Base	0.25/SY	4.00/SY	5.00/SY						
Placement of 3" of #57 Aggregate Rock	0.85/SY	4.50/SY	6.00/SY						
Placement of 3" of Sand-Clay Base	4.43/SY	13.50/SY	6.00/SY						
Other Information									

BID OPENED BY:


BID SHEET COMPLETED BY:
 9/21/12

**ITEM 5(g): FDOT CIGP PROJECT
AGREEMENT & RESOLUTION**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT
(County Letting)

This Agreement is between the State of Florida, Department of Transportation ("DEPARTMENT") and **Jefferson** County ("COUNTY").

RECITALS

1. The DEPARTMENT has the authority, under Section 334.044 and 339.2817, Florida Statutes, "F.S.," to enter into this AGREEMENT; and
2. The County Incentive Grant Program has been created by Section 339.2817, F.S., to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and
3. The COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, F.S.; and
4. The DEPARTMENT shall reimburse the COUNTY for direct costs under Financial Project No. **43123815801** for the **resurfacing of County Road 158A (Old Lloyd Road) from Leon County Line to State Road 59 (Gamble Road)**, hereinafter referred to as the "PROJECT;" and
5. The COUNTY by Resolution No. 12-101812-01 dated the 18th day of October, 2012, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

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

6- SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of **resurfacing of County Road 158A (Old Lloyd Road) from Leon County Line to State Road 59 (Gamble Road)**. The scope of work for the PROJECT is set forth in Exhibit C, which is attached hereto and made a part of this Agreement.

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

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

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

E. For projects located on the State Highway System, the COUNTY must apply for and be granted a permit, from the DEPARTMENT, before the COUNTY can proceed with construction.

F. For projects located on the State Highway System, the PROJECT will be designed and constructed in accordance with all current DEPARTMENT specifications and standards. The construction engineering and inspection (CEI) services will be provided (when required by specifications) by personnel meeting the requirements of the DEPARTMENT'S Construction Training and Qualification Program. The COUNTY may choose to satisfy this requirement by either hiring a DEPARTMENT-prequalified consultant firm or utilizing COUNTY staff that meet these requirements, or a combination thereof. The CEI staff shall also include one individual that has completed the Advanced Maintenance of Traffic Advanced Level Training. The CEI staff shall be present on the PROJECT at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer.

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

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

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

TO DEPARTMENT:

ATTN: Myra Suggs
Florida Department of Transportation
PO Box 607
Chipley, Florida 32428

TO COUNTY:

J. The COUNTY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables are included on the attached Engineers Opinion of Probable Construction Cost.

7- TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The DEPARTMENT will provide the COUNTY with an official Notice to Proceed following the execution of this Agreement. The COUNTY shall not begin working on the PROJECT until the COUNTY receives the Notice to Proceed from the DEPARTMENT. The COUNTY agrees to complete the PROJECT in accordance with the schedule described below. If the COUNTY does not complete or maintain the PROJECT in accordance with the schedule, the DEPARTMENT may terminate this AGREEMENT unless an adjustment to the schedule is requested by the COUNTY and granted in writing by the DEPARTMENT.

- a) Design to be completed on or before- **January 31, 2013.**
- b) Construction contract to be let on or before- **March 31, 2013.**
- c) Construction to be completed on or before- **December 31, 2013.**

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

8 - COMPENSATION AND PAYMENT

A. **The DEPARTMENT shall reimburse the COUNTY for direct costs of the PROJECT. The parties agree that the estimated total PROJECT costs are Five hundred thirty six thousand seven hundred thirty dollars (\$536,730). The parties further agree that the DEPARTMENT's maximum participation is Two hundred sixty eight thousand three hundred sixty five dollars (\$268,365.00) and all remaining costs of the PROJECT will be borne by the COUNTY.**

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

-monthly, or
 -quarterly, or

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

ii) The DEPARTMENT shall reimburse the COUNTY upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the canceled check tendered by the COUNTY to the consultant/contractor who performed the work under the PROJECT. Supporting documentation shall also include dates of services and items of work performed on the PROJECT.

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

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

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), F.S.

C. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section above and Exhibit C. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 4 has been met.

D. The COUNTY shall notify the DEPARTMENT in writing within thirty (30) days after completion of the work authorized by this Agreement and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, (Exhibit A, Notice of Completion). The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are noted from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

F. If a warrant in payment of an invoice is not issued within forty (40) days after the invoice is received and the goods or services are received, inspected and approved, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (\$1.00) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to COUNT because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after final acceptance of the PROJECT.

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

I. Travel costs will not be reimbursed.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants, such as the COUNTY, who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000, and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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

for the excess indebtedness so contracted for Section 129.07, F.S.

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

O. The COUNTY may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all PROJECT services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

9 - INDEMNITY AND INSURANCE

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

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

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

C. LIABILITY INSURANCE. In accordance with Section 768.28(5) F.S., the COUNTY shall carry or cause its contractor/subcontractor, consultant/subconsultant, to carry and keep in force during the period of this AGREEMENT a general liability policy or policies with a company or

companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$200,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement and obtain an endorsement to such policy naming the DEPARTMENT as an additional insured. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits.

D. **WORKERS' COMPENSATION.** The COUNTY shall also carry or cause its contractor/subcontractor, consultant/subconsultant to carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

10 - COMPLIANCE WITH LAWS

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

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

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

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

11- TERMINATION AND DEFAULT

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

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

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

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

12 -MISCELLANEOUS

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

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

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

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

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

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

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

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

I. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

J. COUNTY:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

MONITORING

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

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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

PART II: STATE FUNDED

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

1. In the event that the recipient t expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT B to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d),

F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

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

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation
Attn: Financial Services Department
1074 Highway 90
Chipley, FL 32428
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Financial Project No.: 43123815801
Catalog of State Financial Assistance No. 55.008
County: Jefferson

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10 Street
Jeffersonville, TN 47132

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

Florida Department of Transportation
Attn: Financial Services Department
1074 Highway 90
Chipley, FL 32428

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

Florida Department of Transportation
Attn: Financial Services Department
1074 Highway 90
Chipley, FL 32428

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

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Financial Services Department
1074 Highway 90
Chipley, FL 32428

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

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

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Financial Services Department
1074 Highway 90
Chipley, FL 32428
5. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

The remainder of this page intentionally left blank.

Financial Project No.: 43123815801
Catalog of State Financial Assistance No. 55.008
County: Jefferson

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this ____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, 2012, and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, on the date below.

JEFFERSON COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
James T. Barfield, P.E.
DISTRICT SECRETARY

Date: _____

Legal Review:

_____ Office of the General Counsel

Availability of Funds Approval:

Date: _____

Exhibit A
NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and JEFFERSON COUNTY, Florida

PROJECT DESCRIPTION - _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____

(JEFFERSON COUNTY, Florida)

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications.

SEAL:

By: _____, P.E.

Name: _____

Date: _____

Financial Project No.: 43123815801
Catalog of State Financial Assistance No. 55.008
County: Jefferson

Exhibit B AUDIT

FEDERAL RESOURCES (if applicable; otherwise delete)

Federal Agency:
Catalog of Federal Domestic Assistance: (Number & Title)
Amount:

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

Agency:	Florida Department of Transportation
Catalog of State Financial Assistance:	County Incentive Grant Program (55.008)
Amount:	\$268,365.00

Compliance Requirements

The PROJECT must:

1. be a facility. CJGP funds cannot be used for operational expenses.
2. be located on the State Highway System or relieve traffic congestion on the State Highway System.
3. be consistent to the maximum extent feasible with the Florida Transportation Plan (FTP).
4. be consistent to the maximum extent feasible, where appropriate, with the local Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP).*
5. be consistent with, to the maximum extent feasible, with any local comprehensive plans.*

*If the PROJECT is not in these plans, it must be amended into them within six months of application.

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

Financial Project No.: 43123815801
Catalog of State Financial Assistance No. 55.008
County: Jefferson

**EXHIBIT C SCOPE OF
SERVICES**

Board of County Commissioners

Jefferson County, Florida

Stephen Fulford
District 1

John Nelson
District 2

Hines Boyd
District 3

Betsy Barfield
District 4

Danny Monroe, III
District 5

JEFFERSON COUNTY **BOARD OF COUNTY** **COMMISSIONERS** **RESOLUTION #12-101812-01**

WHEREAS, Jefferson County’s Old Lloyd Road is in need of repairs, and

WHEREAS, Jefferson County does not have the funds to pay for the entire amount of repairs/improvements, and

WHEREAS, the County Incentive Grant Program(CIGP) has been created by Section 339.2817, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

WHEREAS, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number **43123815801** for costs directly related to widening and resurfacing of County Road 158A (Old Lloyd Road), from SR 59 (Gamble Road) to the Leon County Line, hereinafter referred to as the “Project”,

NOW, THEREFORE, the Jefferson County Board of County Commissioners accepts the financial assistance offered by the Florida Department of Transportation, and authorized the Chairman of the Board to execute the “County Incentive Grant Program Agreement” related to the project.

DONE THIS 18th DAY OF OCTOBER, 2012.

Hines F. Boyd, Chairman

Attest: _____
Kirk B. Reams, Clerk

**ITEM 5(h): LAMONT SCHOOLHOUSE
HISTORIC RENOVATION ARCHITECTURAL
SERVICES RECOMMENDATION**



KIRK REAMS

**Jefferson County
Clerk of Court & CFO**

**1 Courthouse Circle
Monticello, FL 32344
(850) 342-0218
Fax (850) 342-0222**

October 12, 2012

Jefferson County Board of County Commissioners
1 Courthouse Circle
Monticello, FL 32344

RE: Lamont Schoolhouse Architectural Services RFQ Committee Recommendation

Commissioners:

Last fall I submitted an application for a historic preservation grant offered through the Division of Historical Resources program known as the Small Matching Grant for the preservation of the Lamont Schoolhouse. The purpose behind the restoration is an attempt to preserve part of our county's culture and rural heritage while putting the building back to a public use for one of our outlying communities that receives little services. The Board agreed by vote to match the first phase of this project with a cash amount equal to the grant of \$50,000 that we were awarded. It was clear that any future phases would be funded by grants only and I am happy to tell you that the second phase grant application that I submitted and defended was recently ranked 5th out of 34 projects statewide, which shows the importance level of preserving this property from a statewide perspective. After the legislature meets and settles on a statewide budget, I will be made aware of how far down the list projects will be funded.

Part of the grant requirements for this project require the County to go out for an RFQ for a historic preservation architect to administer the grant and develop a scope of work that he/she will then bid out to be completed while administering and monitoring the project and all future phases. The fee for these services is allowed to come from the grant itself and a customary fee for comparable projects is 10% for the scope of services outlined above. I issued an RFQ that was advertised in a Sunday edition of the Democrat and due to time constraints I asked Commissioner Monroe and incoming Commissioner Walker to individually and without conferring score the RFQs submitted along with myself. We received 5 responses and the ranking of each member is as follows:

Commissioner Monroe	Commissioner-Elect Stephen Walker	Clerk of Court Kirk Reams
1) MLD	1) MLD	1) MLD
2) CRA	2) 4M	2) CRA
3) Hammond	3) Barnett	3) Barnett
4) 4M	4) Hammond	4) 4M
5) Barnett	5) CRA	5) Hammond

It is the unanimous recommendation of the committee that the Architectural Services for the Lamont Schoolhouse Historic Preservation project be awarded to MLD Architects. The recommended fee of the committee based on similar projects is proposed as no more than 10% (up to \$10,000).

Respectfully,

Kirk Reams



**ITEM 5(i): SMALL BUSINESS
DEVELOPMENT CONSULTING
AGREEMENT**

Consulting Agreement for Economic Activity Strategic Planning Services and Small Business Development Program Services

This consulting agreement is between *Dallas Garrett* (Consultant) and the *Jefferson County Board of County Commissioners* (Board) for (1) the purpose of working on and providing support for county-wide economic strategic planning activities and to (2) simultaneously operate an interim small business development program to provide assistance to both new and existing local businesses.

The parties recognize that Dallas Garrett (Consultant) is not an employee of Jefferson County and is acting as an Independent Contractor.

STRATEGIC PLANNING SERVICES

The Consultant will assist the Board, an ad hoc economic development committee approved by the Board, and other interested citizens and groups, including the EDC, with strategic planning services to enhance economic activity. The strategic economic planning will provide clear goals, well defined strategies and specific tasks with time lines, individuals responsible for actions and estimated costs for each action necessary to complete the planning or plan.

The Consultant will meet with the various planning committees and groups a minimum of two times per month to develop a comprehensive economic strategic plan for Jefferson County. The planning activities will include, but not be limited to the following areas of study:

- Identify critical community and cultural assets and collect local business and economic statistics
- Develop an infrastructure assessment and a plan for necessary infrastructure improvement
- Develop a comprehensive plan for medium and large business recruitment to the county
- Develop a comprehensive Small Business Development Program plan
- Perform a business incubator analysis and develop a potential business incubator plan
- Develop a county-wide workforce development plan with the appropriate partners
- Identify the various groups needed to successfully implement a community-wide plan and a means to coordinate activities between such groups.

SMALL BUSINESS DEVELOPMENT SERVICES

The Consultant will provide consulting and mentoring services to local citizens who want to start or expand a small business. These services will include business feasibility analysis, business plan development, assistance in locating funding sources, advice on setting up and managing a successful small business, market planning, and developing a 3-year financial plan.

TERMS

The Consultant will work a minimum of 40 hours per week. The Board will provide the Consultant with an appropriate office space to work with potential small business clients, a laptop computer with business software and mobile internet connection, printer, projection equipment for presentations, binding equipment, cell phone and administrative assistant support of 8 hours per week to help with business plan printing and binding to send to potential funding sources.

The consultant will report the progress monthly to the Board, including the following:

- Number of potential clients that have come to the office for assistance.
- Number of existing businesses that have requested assistance
- Number of potential new businesses that have asked for assistance
- Business plans completed
- Business plans funded
- Verify funding received by clients with a letter from the source
- Number of job created for each business

The program goals for the first six months shall include:

- Recruit a minimum of 10 new clients per month
- Locate 1-2 new funding sources per month
- Fund 4-6 businesses
- Deliver presentations regarding the small business development program to a minimum of 500 people within the county

This consulting agreement is for a period of six months starting on April 20, 2012 and ending on October 19, 2012. The Board shall pay the Consultant a consulting fee of \$24,000 for the six month period, payable in twice monthly installments. The Board and the Consultant may renew this agreement by mutual consent.

The parties mutually covenants with each other to indemnify and hold harmless each other against any and all claims, demands, damages, or injuries arising from the activities from any work or thing whatsoever done in or about the matters arising from any act or negligence of the other, their agents, contractors, or employees, guests, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons, or to the property of any person, persons, corporation or corporations, occurring during such term on, in, or about this agreement.

Dallas Garrett, Consultant

Chairman
Jefferson County Board of County Commissioners

Date: _____

ATTEST:

Kirk Reams
Clerk of Court

Date: _____

**ITEM 5(j): FIRE STATION
RECOMMENDATION**



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

Gulf County

324 Marina Drive
Port St. Joe, FL 32456

P 850.227.7200

F 850.227.7215

Bay County

203 Aberdeen Parkway
Panama City, FL 32405

P 850.522.0644

F 850.522.1011

Walton County

877 CR 393 North
Santa Rosa Beach, FL 32459

P 850.267.0759

F 866.557.0076

Gadsden County

20 East Washington Street
Quincy, FL 32351

P 850.875.4751

Calhoun County

20684 Central Avenue East
Blountstown, FL 32424

P 850.674.3300

Wakulla County

36 Jasper Thomas Road
Crawfordville, FL 32327

P 850.528.0300

Jefferson County

Garden Square
187 East Walnut Street
Monticello, FL 32344

P 850.997.2175

Dixie County

23414 SE 349 Hwy
P.O. Box 3
Suwannee, FL 32692

P 352.542.2414

Okaloosa County

2110 Lewis Turner Boulevard
Ft. Walton Beach, FL 32547

P 850.200.4783

October 12, 2012

Via e-mail @ kreams@jeffersonclerk.net and via Hand Delivery

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

**RE: Jefferson County Fire Station
Preble-Rish, Inc. Project No. 751.013**

Dear Mr. Reams:

Following up on our recommendation from last Commission meeting, we are still recommending award to the lowest qualified responsive bidder. We understand that the Board desires to reduce the cost of the project, and we can identify specific areas that this can be achieved through negotiation with the Contractor.

One of the topics that came up in discussion at the last Board meeting was the use of inmate labor and the potential cost savings that would provide. Mark Matthews and Parrish Barwick were able to meet with the Warden of Jefferson Correctional Institute to discuss the use of inmate labor for the construction of this type of facility. I understand that the general consensus was that there is labor available, but not consistent, skilled labor. We can take this into consideration when we are preparing to perform tasks such as landscaping or clean up.

We are recommending that the Board award the project to RAM Construction & Development, LLC, perform negotiations with RAM Construction & Development, LLC to get the project within a desirable budget, and to provide direction as to the desirable budget. If negotiations are successful, we will bring the Contract back to the Board for consideration.

If you have any questions, please give me a call at 850.528.0300 or e-mail me at wisea@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.

Alan Wise, P.E.
Sr. Project Manager

**ITEM 5(k): PERSONNEL POLICY
RECOMMENDED CHANGES BY
COMMISSIONER MONROE**

positions when it is determined to be in the best interests of the County and when economically feasible to do so.

1.03 Administration

- A. The County Coordinator shall be ultimately responsible for the administration and direction of the County's personnel program, but not to include the powers to hire, suspend or terminate as set forth in Section 4, Section 8 and Section 10 hereinafter included.
- B. The County Coordinator, with the advice of the Board of County Commissioners when appropriate, shall have responsibility over the selection of new personnel; reassignment, promotion, demotion, reinstatement and retention of employees. The Board of Commissioners will provide input when appropriate and whenever sought by the County Coordinator.
- C. Department Heads will be responsible for the proper and effective administration of these Personnel Policies within their respective departments. Routine matters pertaining to enforcement may be delegated within the operating department.
- D. The County Coordinator shall report to the Board of County Commissioners and shall from time-to-time, and when requested, report to the Board on personnel related matters and the administration of the County's personnel program.
- E. The County Coordinator is an appointed official whose responsibilities are generally to manage the affairs of the County on a day-to-day basis. While it is impossible to define all of the roles and responsibilities of the County Coordinator, this position has the following primary responsibilities:
- Carry out the orders and policies of the Board of County Commissioners in the operation of Jefferson County Government; see that all orders, resolutions, and regulations of the Board are faithfully executed.
 - Submit to the Board recommendations concerning affairs of the County, its future financial needs, and its offices, departments and agencies.
 - Actively participate in the annual budget and levy setting process.
 - Act as County personnel administrator; develop general work rules and personnel policies; interpret personnel actions; interview prospective County Department Head employees; support Departments in hiring procedures as requested and as explained in more detail below; review all Unemployment Compensation and Worker's Compensation cases and related personnel duties.
 - Coordinate and monitor activities between the Board and the various operating Departments and between and within these Departments, providing follow up as needed.
 - Organize and direct the preparation of agenda for regular and special meetings of the Board.
 - Prepare necessary correspondence.

Comment [C1]: ADD:
"but not to include the powers to hire, suspend or terminate as set forth in Section 4, Section 8 and Section 10 hereinafter included."

Comment [C2]: DELETE
entire Paragraph 1.03 (B)

SECTION 4

EMPLOYMENT POLICIES

4.01 *Appointing Authority*

The County ~~Coordinator~~ has the authority of appointment and removal of personnel . Such authority may be delegated to a Department Head or other designated employee of the County, but only in writing, ~~and if approved by the County Coordinator.~~

Comment [C4]: change
to: COMMISSION
BOARD

Comment [C5]: DELETE

4.02 *Position Control*

All positions in the County are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the Board of County Commissioners subject to adequate justification on need and availability of funds. The number of positions to be funded may also be decreased at the discretion of the Board of County Commissioners.

4.03 *Types of Appointments*

- A. Regular – Employees who work full time.
- B. Seasonal – Employees appointed in the same manner and subject to the same procedure as regular employees, except that their employment shall cease at the close of the season for which they were appointed.
- C. Part Time – Employees who work less than the normal scheduled hours per week.
- D. Temporary – Positions (whether part-time, full-time, or hourly) that are anticipated to be of comparatively short or definitely limited duration, for special projects, grants, or programs.
- E. Trainee – Employees who do not meet the minimum qualification of the position. The length of training is at the discretion of the County.
- F. Interim Appointments – Individual(s) hired by the Board of County Commissioners for a limited period of time for a given assignment. This type of assignment is of a temporary nature and can be unilaterally by the Board of County Commissioners at any time. Compensation is given for the period of time of the assignment as determined by the Board of County Commissioners.
- G. Seasonal, part-time and temporary employees, trainees and interim appointments shall

not be entitled to accumulate annual or sick leave. The only leave benefits to which such employees are entitled, if at all, are those mandated by law.

4.04 Application Procedures

- A. When a Department Head submits a notification for persons to fill vacancies, the notification shall be made to the County Coordinator on the approved "Personnel Notification" form, including the title of the position and other pertinent information as may be needed to locate qualified applicants. Requests for personnel should be made reasonably far in advance of actual need when circumstances permit.
- B. Upon being notified of a vacancy, the County Coordinator or designee shall prepare a notice and advertisement where appropriate, outlining the qualification for the position.
- C. The Department Head concerned will make his or her recommendation to the County Coordinator as to which candidate should be selected. The County ~~Coordinator~~ has the authority for making the decision as to which applicant should be hired after considering all job related factors in the hiring process and the recommendation of the Department Head. The person to be hired by the County ~~Coordinator~~ shall be the individual who, given the needs and resources of the County at the time, is best suited for the position.
- D. All job offers will be formally communicated by the Department Head as the designated representative of the Board of County Commissioners. Any offer may be conditioned on the successful completion of a medical examination that is job related, so long as such examinations are done for all entering employees in that job category.
- E. When a vacancy has been filled, the remaining Employment Applications become inactive after one year.
- F. Employment with the County shall be based on merit, which includes considerations of qualifications such as ability, skill, experience, training, and other merit factors.
- G. As part of the pre-employment procedure, references provided by applicants or reference sources may be checked.
- H. All job vacancies will be advertised. The Department Head has the authority to make a temporary emergency appointment to fill a vacancy. The temporary appointment is to be no more than thirty (30) days, but may be extended for an additional thirty (30) days upon approval of the County Coordinator.
- I. With respect to the hiring and selection of Department Heads, the County Coordinator shall accept applications for any vacancy which may exist and interview the prospective candidate(s). Thereafter, the County Coordinator shall make his/her recommendation to the Board regarding the best suited candidate or candidates for the position. The Board may, consistent with Chapter 286, Florida Statutes, interview the candidate or candidates

Comment [C6]: change to: COMMISSIONER

Comment [C7]: change to: COMMISSIONER

1. During the probationary period, and at any time thereafter, an employee can be terminated upon recommendation of the Department Head and approval of the County Coordinator.

Comment [C9]: change to: COMMISSIONER

2. Directly by the County Coordinator.

Comment [C10]: DELETE entire paragraph 8.07 (D) (2)

3. With respect to Department Heads specifically, the County Coordinator shall make a recommendation to the Board whether a Department Head should be terminated, which shall be accepted or rejected by the Board by majority vote. With respect to employees who are below the level of County Coordinator, the County Coordinator shall make the final decision as to whether the employee should be terminated.

Comment [C11]: DELETE

E. The Department Head may, upon approval by the County Coordinator, suspend an employee with or without pay for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.

Comment [C12]: Change to: NOTICE TO AND ADVICE FROM

1. An employee may be suspended with or without pay for acts involving unsatisfactory performance, conduct unbecoming an employee of the County, violation of these Policies, conduct prejudicial to the public interest or for any other lawful reason. Any employee may also be suspended with or without pay pending the outcome of an internal or external investigation.

2. An employee may be suspended without pay indefinitely if the employee has been arrested for a felony or for a misdemeanor involving moral turpitude. If the employee is restored to the employment of the Board, accrual of leave credits shall not have been interrupted by the suspension.

3. The employee shall receive written notice, stating the nature and reason for the action, the duration and rights of appeal, if any.

8.08 Exit Interview

It is the desire of the Board to determine why employees leave the County Service. An exit interview program may be established and administered to determine the causes of and possible solutions for turnover within the work force.

- b. Employees should report the incident to their Department Head or, if the Department Head cannot be found, to the County Coordinator's office.
- c. Evaluate the threat for additional incidences of violence, warn other potential victims, inform victims of available medical services and cooperate with law enforcement.
- d. Refer media representatives to the County Coordinator.
- e. Contact the Department Head and/or the County Coordinator's office at the earliest possible time
- f. Once the immediate threat has been addressed and the work environment has been secured, the County Coordinator will initiate an investigation of the incident.

2. Immediate Threat Exists

- a. Employees should not put themselves or anyone else at risk during a threat or dangerous situation that is about to happen.
- b. Employees should report the incident to their Department Head or, if the Department Head cannot be found, to the County Coordinator's office..
- c. If the situation does not defuse and come under control by eliminating all threats of danger and violence, employees should warn potential targets, and take reasonable actions to immediately exit the area.
- d. Call 911.
- e. Once the immediate threat has been addressed and the work environment has been secured, the County Coordinator's office will initiate an investigation of the incident.

3. Threat Made, No Immediate Danger Apparent

- a. Employees should immediately report incident to their Department Head, or, if the Department Head cannot be found, to the County Coordinator's office.
- b. Call 911.
- c. Once the immediate threat has been addressed and the work environment has been secured, the County Coordinator's office will initiate an investigation of the incident.
- d. Department Heads shall develop a plan of action in collaboration with the County Coordinator, to include appropriate corrective action based upon assessment of the incident.

D. Weapons

~~The County prohibits the possession of weapons on County premises or properties, including housing/carrying a weapon in a private vehicle parked on County owned or leased property.~~

Comment [C13]: DELETE

1. Possession of a weapon shall be interpreted to include, but not limited to, an employee:

- a. Having a weapon on or about one's person concealed or unconcealed.
- b. Unlawfully or recklessly displaying a weapon.

- G. In addition to the general types of offenses listed, infractions of departmental rules and regulations will subject the employee to disciplinary action.
- H. The employee's file will be considered cleared for purposes of disciplinary action if a similar offense does not occur within one (1) year from the date of the last offense.
- I. Final decisions will be made by the County Coordinator.

10.02 Authority and Procedure

- A. Reprimands, suspensions, return to probationary status, demotions and dismissals for cause are effected by the Department Head with the permission of the County Coordinator.
- B. Whenever the Department Head determines that there are reasons for the suspension, demotion or discharge of a regular employee under their supervision, the Department Head shall notify the County Coordinator or his/her designee. The County Coordinator will make the final decision regarding all suspensions.
- C. In all cases of disciplinary action, the person initiating the action is required to complete an Employee Notice Form informing the employee of the action taken. A copy of the Notice must be given the Board or designee and a copy placed in the employee's file.

Comment [C14]: change to: AFFECTED

Comment [C15]: change to: NOTICE TO AND ADVICE FROM

Comment [C16]: change to: DEPARTMENT HEADS

10.03 Types of Offenses

The three (3) groups of offenses and guides for recommended penalties are as follows:

GROUP I OFFENSES

FIRST OFFENSE: VERBAL WARNING

SECOND OFFENSE: WRITTEN REPRIMAND AND/OR RETURN TO PROBATIONARY STATUS AND/OR UP TO FIVE (5) DAYS SUSPENSION

THIRD OFFENSE: UP TO DEMOTION AND/OR DISCHARGE

- 1. Operating, using, possessing tools, equipment or machines which the employee has not been assigned or performing other than assigned work.
- 2. Quitting work, wasting time, loitering or leaving assigned work area during working hours without permission.
- 3. Washing up or changing clothes during working hours without specific

of time for improvement may be allowed before initiating disciplinary measures.

- B. In situations where a verbal warning has not resulted in the expected improvement, a written reprimand may be issued defining the nature of the infraction under the rules. The written reprimand will be issued on the Employee Notice form issued to the employee. A copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand, but the County Coordinator or his/her designee is authorized to do so as well.

10.05 Suspensions

- A. An employee may be suspended for an indefinite period or for a specified period of time without pay for an offence as defined in the Personnel Policies or for violation of department rules and regulations by the immediate supervisor or other designated supervisor subject to the approval of the department head. In the case of Fire Rescue personnel, the immediate supervisor may suspend an employee and later obtain the necessary approval of the department head.
- B. In all cases of suspension, the Employee Notice Form must be completed and submitted to the employee along with a copy to the County Coordinator or designee.
- C. Except in cases of suspensions in contemplation of dismissal, and except where the employee's presence poses a continuing danger to persons or to the orderly operation of County government, the employee shall be notified orally or in writing of the accusations/charges against the employee and the factual basis therefore prior to the effective date of the suspension.
- D. Concurrently with or after said notice, but prior to suspension, the supervisor, superior, or department head must give the accused employee a reasonable opportunity to explain the employee's version of the facts surrounding the accusations. Immediately thereafter, the supervisor, superior, or department head may take such action as deemed appropriate.
- E. In cases where the employee's presence poses a continuing danger to persons or to the orderly operation of the County government, the employee may be suspended immediately but shall be notified in writing of the charges against the employee and shall be given an opportunity to rebut the charges within ten (10) days after suspension.
- F. ~~The County Coordinator shall make the final decision regarding whether a suspension is warranted.~~

Comment [C17]: DELETE

10.06 Demotion and Decrease in Pay

- A. A Department Head may recommend to the County Coordinator that an employee be demoted with a decrease in pay and job responsibilities for such times as necessary to

correct deficiencies in job performance or job qualifications.

- B. The duration of the demotion and reduction in pay and responsibilities may be temporary or permanent as appropriate, based on the circumstances involved.
- C. A permanently demoted employee is entitled to advance in pay within the pay plan similar to any other employee, after the demotion, based on future job performance.
- D. Prior to the proposed demotion, the employee shall be given written notice of the reasons for the proposed demotion and shall be given the opportunity to rebut the reasons for the demotion, before the department head. If the department head determines that the demotion is proper, the appropriate personnel form shall be completed and shall include the specific reasons for the demotion.
- E. The County Coordinator shall make the final decision as to whether a demotion and decrease in pay is warranted.

Comment [C18]: CHANGE
TO: Department Heads

Comment [C19]: ADD:
with notice to and
advice of the County
Coordinator

10.07 Discharge

- A. A probationary employee may be discharged with or without cause at the discretion of the department head.
- B. A regular employee may be discharged with or without cause as set forth in these Personnel Policies and other Board policies and procedures as may be written, by the Department Head with the approval of the County Coordinator and/or directly by the County Coordinator.

Comment [C20]: DELETE

Comment [C21]: CHANGE
TO: with notice to
and advice from the

Comment [C22]: DELETE

- A. ~~County~~ department heads or employees appointed directly by the Board.

10.08 Employee Appeals

- A. If an employee disagrees with any disciplinary action taken against him/her or any other action or application of these Personnel Policies, except for discharge, the employee may pursue the grievance procedure set forth in these Personnel Policies.

REVISIONS PROPOSED BY COMMISSIONER MONROE

1.03 ADMINISTRATION

A. The County Coordinator shall be ultimately responsible for the administration and direction of the County's personnel program as set forth in Section 4, Section 8, and Section 10 hereinafter included.

B. Delete entire Paragraph 1.03(B)

4.01 APPOINTING AUTHORITY

DELETE ENTIRE 4.01 PARAGRAPH

4.04 APPLICATION PROCEDURES

C. The Department Head concerned will make his/her selection known to the County Coordinator. The County Coordinator's duty is to sign off on the Department Head's selection upon consultation with the Department Head and HR to ensure that all employment hiring practices, policies, and procedures have been correctly followed. The person selected by the Department Head shall be the individual who, given the needs and resources of the County at the time, is best suited for the position.

8.07 DISMISSAL OR DISCHARGE

D.

1. During the probationary period, and at any time thereafter, an employee can be terminated upon recommendation of the Department Head and approval of the County Coordinator in consultation with HR to ensure that all personnel practices, policies, and procedures have been correctly followed.

2. DELETE #2

10.02 AUTHORITY AND PROCEDURE

A. Reprimands, suspensions, return to probationary status, demotions and dismissals for cause are affected by the Department Head with consultation with the County Coordinator and HR to ensure that all personnel practices, policies, and procedures have been followed.

B. Whenever the Department Head determines that there are reasons for the suspension, demotion, or discharge of a regular employee under their supervision, the Department Head shall notify the County Coordinator or his/her designee. The Department Head will make the final decision regarding all suspensions in concert with the County Coordinator and HR.

10.07 DISCHARGE

B. A regular employee may be discharged with or without cause as set forth in these Personnel Policies and other Board policies and procedures as may be written, by the Department Head with the consultation of the County Coordinator in conjunction with HR.

**ITEM 6(a): COUNTY COORDINATOR'S
REPORT/DEPARTMENT HEAD REPORTS**

JEFFERSON COUNTY/CITY OF MONTICELLO

BUILDING INSPECTION AND CONTRACTOR LICENSING

445 WEST PALMER MILL ROAD <> MONTICELLO, FLORIDA 32344

Phone: (850) 342-0223

Fax: (850) 342-0225

MONTHLY REPORT			
September 2012		September 2011	
Building	30	Building	28
Electrical	17	Electrical	19
Plumbing	1	Plumbing	9
Mechanical	7	Mechanical	10
Mobile Homes	3	Mobile Homes	1
Relocate	0	Relocate	0
Demolish	0	Demolish	0
Miscellaneous	2	Miscellaneous	3
City Permit	15	City Permit	7
City Fees	\$2,053.94	City Fees	\$601.89
County Permits	29	County Permits	63
County Fees	\$3,020.33	County Fees	\$11,310.76
Total		Total	
City/County Permits	44	City/County Permits	70
City/County Fees	\$5,074.27	City/County Fees	\$11,912.65

September 2012		September 2011	
Radon Fee	\$188.53	Radon Fee	\$424.87
Building Permit Fee	\$4,150.74	Building Permit Fee	\$11,257.78
Mobile Home Permit Fee	\$735.00	Mobile Home Permit Fee	\$230.00
Home Inspections Fee	\$0.00	Home Inspections Fee	\$0.00
Contractor License Fee	\$0.00	Contractor License Fee	\$275.00
Business/Home Occup Fee	\$4,400.00	Business/Home Occup Fee	\$4,200.00
Total	\$9,474.27	Total	\$16,387.65

September 2012		September 2011	
New Construction Permits (Residential)	2	New Construction Permits (Residential)	10
Commercial Permits (Non-Residential)	0	Commercial Permits (Non-Residential)	0
Mobile Home Permits	3	Mobile Home Permits	1
Repair & Addition Permits	37	Repair & Addition Permits	56
Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)	2	Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)	3
Total	44	Total	70
Valuation		Valuation	
Valuation Home Permits	\$273,083	Valuation Home Permits	\$1,241,250
Valuation Commercial Permits	\$0	Valuation Commercial Permits	\$0
Valuation Other Permits (Including Additions, Re-Roofs & Non-Residential Structures)	\$231,705	Valuation Other Permits (Including Additions, Re-Roofs & Non-Residential Structures)	\$311,516

JEFFERSON COUNTY PLANNING AND ZONING DEPARTMENT

445 WEST PALMER MILL ROAD ◊ MONTICELLO, FLORIDA 32344

Phone: (850) 342-0223

Fax: (850) 342-0225

MONTHLY REPORT			
September 2012		September 2011	
Zoning Verification Fee	\$0.00	Zoning Verification Fee	\$0.00
Simple Lot Split Fee	\$0.00	Simple Lot Split Fee	\$0.00
Variance Fee	\$0.00	Variance Fee	\$0.00
Family Subdivision Fee	\$0.00	Family Subdivision Fee	\$0.00
Minor Development Fee	\$0.00 (Waived)	Minor Development Fee	\$0.00
Major Development Fee	\$0.00	Major Development Fee	\$0.00
Minor Re-Plat Fee	\$100.00	Minor Re-Plat Fee	\$100.00
Comp Plan Amendment Fee	\$0.00	Comp Plan Amendment Fee	\$0.00
Development Permit Fee (Mobile Homes)	\$1,290.00	Development Permit Fee (Mobile Homes)	\$285.00
Development Permit Fee (Residential)	\$989.91	Development Permit Fee (Residential)	\$9,071.45
Development Permit Fee (Commercial)	\$0.00 (Waived)	Development Permit Fee (Commercial)	\$0.00
Development Permit Fee (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$495.00	Development Permit Fee (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$700.00
Total	\$2,874.91	Total	\$10,156.45

September 2012		September 2011	
Simple Lot Splits (No. Lots Created _____)	0	Simple Lot Splits (No. Lots Created _____)	0
Family Subdivisions (No. Lots Created _____)	0	Family Subdivisions (No. Lots Created _____)	0
Variances	0	Variances	0
Minor Development (No. Lots Created _____)	1	Minor Development (No. Lots Created _____)	0
Major Development (No. Lots Created _____)	0	Major Development (No. Lots Created _____)	0
Minor Re-Plats	1	Minor Re-Plats	1
Comp. Plan Amendments	0	Comp. Plan Amendments	0
Development Permit (Mobile Homes)	5	Development Permit (Mobile Homes)	1
Development Permit (Residential)	1	Development Permit (Residential)	11
Development Permit (Commercial)	1	Development Permit (Commercial)	0
Development Permit (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use, DW, 911)	2	Development Permit (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use, DW, 911)	3
Total	11	Total	16

September 2012		September 2011	
Emergency Medical Impact Fee	\$247.44	Emergency Medical Impact Fee	\$185.58
Fire/Rescue Impact Fee	\$192.64	Fire/Rescue Impact Fee	\$144.48
Transportation Impact Fee	\$0.00	Transportation Impact Fee	\$0.00
Law Enforcement Impact Fee	\$0.00	Law Enforcement Impact Fee	\$0.00
911 Address Fee	\$300.00	911 Address Fee	\$226.00
Driveway Permit Fee	\$159.00	Driveway Permit Fee	\$530.00
Total	\$899.08	Total	\$1,086.06

**Jefferson County Cooperative Extension Office
Monthly Report – Board of County Commissioners
Sept, 2012 (submitted to County Coordinator, Oct 2)**

4-H Youth Activities – John Lilly

- JGL – 4-H Newsletter prepared and sent to members
- JGL – 4-H Staff Planning Meeting - Sept. 4
- JGL – Leaders Council Meeting – Sept. 6
- JGL – 4-H Association Meeting – Sept.11
- JGL – National Association Extension 4-H Agents Conference Planning Meeting – Sept. 12
- JGL – 4-H Explores Club Officer Training – Sept. 7
- JGL – Water Street Park Meeting – Sept. 10
- JGL – 4-H Taxes Prep Meeting – Sept. 14
- JGL – 4-H County Council Meeting – Sept. 17
- JGL – 4-H Camp Advisory Meeting – Sept 18
- JGL - 3rd Grade 4-H Club Meeting - Sept. 19
- JGL - 5th Grade 4-H Club Meeting - Sept. 19
- JGL – Meeting with School Guidance Counselor – Sept 20
- JGL – 4th Grade 4-H Club Meeting – Sept. 21
- JGL - 4-H Explorers Club Officers Training Workshop – Sept 25
- JGL – Safe and Nurturing Environment Meeting – Sept 25
- JGL – Ag. Adventure Day – field teaching – “The Perfect Peanut” – Sept 26-27
- JGL – Ag. Adventure Day, All 4th Graders in Jefferson County – Sept. 28
- JGL - KDJ-4-H Planning Meeting-Sept 5
- KDJ - 4-H Camp video on social media-Sept 6
- KDJ - SWAT Training-Sept 15
- KDJ - 3rd grade 4-H- Sept 19
- KDJ - Ag Adventure- Sept 28
- JED - AG ADVENTURES-Quincy. “Let’s Learn About Cotton” – Field Teaching SEP 24, 25, 26 and 27

Family & Consumer Sciences/4-H – Kristin Jackson

- KDJ - BEST MTG- Sept 4
- KDJ - Financial Focus team- Sept 4
- KDJ - Baby Food/10 min meals- Sept 11
- KDJ - Tobacco Partnership Meeting- Sept 13
- KDJ - FCS Advisory Committee Meeting-Sept 17
- KDJ - HCE-Sept 18
- KDJ - Canning Class- Sept 24
- KDJ - Door to Door Health Outreach (50 Families)-Sept 25
- KDJ - Tooth Fairy Word press Article- Sept 20

FAMU, 4-H & Ag Agent – Jefferson County – Covey Washington

- CW – Met with Nancy Wideman on county wildflower project(extension office) – September 5
- CW – Extension Staff Mtg.(extension office) – September 10

- CW – Met with Dr. Coverson about starting JMG class(JCES) – September 11
- CW – Met with Coach Thompson about JMG class(JCES) – September 18
- CW – Taught 3rd grade 4H(JCES) – September 19
- CW – Taught JMG class(JCES) – September 25
- CW – Taught Peanuts at Ag Adventures(Quincy) – September 25

Agriculture and Natural Resources Activities – Jed Dillard

- JED – Staff Meeting SEP 10
- JED – Big Bend Horsemen's Association SEP 10
- JED – Equine Institute -Training- Ocala. SEP 13
- JED – Chaired and coordinated Pecan Field Day Live Oak, SEP 19
- JED – Presentation of Farm Family of the year; Jefferson County Farm Bureau Meeting, SEP 25

Administrative and Other Activities, Faculty and Staff

- JGL – BOCC Meeting – Sept. 6
- JGL – Office Staff Meeting – Sept 10
- JGL – District County Ext. Directors – Sept. 13
- JGL – Meeting with office staff individually – Sept. 20
- JGL – BOCC Meeting – Sept. 20
- JGL – Dept. Heads Meeting, Sept. 25
- JGL – Farm Bureau Dinner Meeting – Sept. 25
- KDJ - Staff Meeting-Sept 10
- KDJ - 4-H Tax Planning Meeting- Sept 14
- KDJ - Individual Employee Evaluation-Sept 20
- KDJ - Shared Service- Sept 25
- KDJ - SNTD-Sept 25

Jefferson County Fire Rescue
Monthly Department Report

TO: Mr. Parrish Barwick
County Coordinator

DATE: October 09, 2012

SUBJECT: Department Directors Report

FROM: Mark Matthews, Chief
Jefferson County Fire Rescue

REFERENCE: September 2012 Report
ATTACHMENTS: 0

JCFR CALLS FOR SERVICE – ALL CALLS-----

2012	September	YEAR to DATE
FIRE	33	415
EMS	210	1812

TOTAL: 243 TOTAL: 2,227

JCFR FIRE CALLS WITH MONTICELLO --

2012	September	JULY '11 to DATE
JCFR Response in City	5	111
MVFD Response in County	0	11

11/12 FISCAL YEAR EMS COLLECTIONS-----

2012	September	11/12 F/Y to DATE
	\$49,997.63	\$638,268.25

BAD DEBT COLLECTIONS DUE TO THE EFFORTS OF NCS Plus

2012	September	JULY '11 to DATE
	\$0	\$4,963.84

NEW STATION UPDATE Bids have been received and are ready for Board action.

BUDGET UPDATE There have been no unexpected expenditures from either the Fire or EMS budgets.

VOLUNTEER TRAINING No training in September.

COURTESY BLOOD PRESSUER and GLUCOSE CHECKS We had 5 people come to the station for either blood pressure or blood sugar checks in September.

GRANT UPDATES Annual EMS County Grant has been closed. We have not received any new updates on our two AFG grants.

Jefferson County Bialar Public Library Monthly Report for September, 2012

Statistics of Interest

7262	Door Count	2146	Materials Checked Out
1872	Computer Usage	344	Program Attendance
28	Inter Library Loans		

Community Room Usage

Democratic Party	Book Club
Crochet Club	Beta Sigma Phi
Jefferson County Quilters	Service Source
Weight Watchers	North Florida Workforce
Vocational Rehab	

Projects

- Continued work on federal E Rate forms
- Preliminary work started on Florida Humanities grant
- End of fiscal year review
- Finalized first OverDrive ebooks order

Other

Held two week intensive Basic Computers class and four week genealogy class
Natalie Binder did Power Point training session for Jeff Co Tobacco Free students
Back lab assisted 262 customers for 195 hours
Staff training on possible new Inter Library Loan system and homework help databases
Library participated at Howard Middle School's Health Day
Penny Hackett held in house adult art class
Held four in house preschool storytimes with crafts
Monthly outreach to Jefferson County elementary and daycares
Staff technical services area revamped
Materials purchased include best sellers and large print
Building issues addressed: burned AC motor in main unit, 7 new ballasts installed
Capital Area Community Action paid for 2 part time 4 week temporary employees
In discussions with Baker and Taylor to become new materials vendor
Reference section refurbished; seating with internet access added
Director attended Wilderness Coast Board meeting in Wakulla county
Library Advisory Board met
Home schooled book club had first meeting of the school year
Staff computers all upgraded to Windows 7
Natalie Binder attended Association of Small Rural Libraries conference
Library main interior area painted

Jefferson County Parks Department Mike Holm- Parks Director

SPORTS- Tackle Football program underway.
 There are 3 teams, one team in each age group. .

 Flag Football is also underway.
 Cheerleading ,6 to 12 years of age.

 Soccer Registration will begin on Dec. 2011

 Co-ed softball underway.

Recreation Park Improvements:

- A meeting between Parrish Barwick, Henry Gohlke, Nick Flynt, George Carswell and myself and we came up with a plan to upgrade the restrooms.

-New Doors have been installed on one set of restrooms and we are awaiting bids for some concrete sidewalks and other concrete work.

-Maintenance on fields and the park continues.

-Awaiting for the Road Department to finish digging the dirt from the upper field and moving it to the lower field for expansion.

Memo

To: **Jefferson County Board of County Commissioners**

From: **David R. Harvey, Road Superintendent**

Date: **October 8, 2012**

Re: Informational Item – Road Department Summary of Monthly Activities for September 2012

General Roadway and Drainage Maintenance

- A) Limited road surface grading, stabilization and ditch maintenance activities were conducted on 147 County Roads. Work on many roads was conducted up to 2 times during the month.
- B) Right-of-way brushing and trimming on 22 Road. Mowing on 42 roads.
- C) Patching also occurred on 5 roadways.

Driveway Connections

A total of 2 driveways were inspected.

Roadway and Drainage Repairs

Working on Connell Tram Rd

- 1. Connell Tram Rd open, cleanup and clip for final grade**
- 2. Tyson Rd road paving project-David, Billy and Gene**
- 3. Indian Hills Rd paving project-Parrish and Tom**
- 4. Casa Bianca Rd paving project-needs R/W surveyed**

