



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"
Bishop**

District 1, Vice-Chair

John Nelson, Sr.

District 2

Hines F. Boyd

District 3

Betsy Barfield

District 4, Chair

Stephen Walker

District 5

**Regular Session Agenda
July 15, 2014 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 July 1, 2014 Regular Session**
4. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
5. **General Business**
 - a) **PACE Resolution & Agreement – Lisa Miller**
 - b) **Mosquito Control MOU – Mark Positano**
 - c) **Code Enforcement Board Appointments – Parrish Barwick**
 - d) **Planning Commission Appointment – Chair Barfield**
 - e) **Canvassing Board Appointments – Attorney Bird**
 - f) **Road Petition Discussion – Commissioner Boyd**
6. **PUBLIC HEARING: ATV Use On Unpaved County Roads**
7. **County Coordinator**
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

T. Buckingham Bird
County Attorney

ITEM 3: CONSENT AGENDA ITEMS

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
July 1, 2014

The Board met this date in regular session. Present were Chairperson Betsy Barfield, Commissioners Benjamin “Benny” Bishop, Hines Boyd, John Nelson and Stephen Walker. Also present were County Coordinator Parrish Barwick, County Attorney Buck Bird and Chief Deputy Clerk Tyler McNeill.

ITEM 2: Public Announcements, Presentations & Awards

1. Economic Development Director Julie Conley announced the upcoming Economic Development Workshop on July 24th and urged the Board members to try to attend.
2. Citizen Troy Avera thanked everyone for their participation in the Watermelon Festival.

ITEM 3: Consent Agenda

3. **On motion by Commissioner Boyd, seconded by Commissioner Walker and unanimously carried, the Board approved the consent agenda, consisting of the Approval of the Agenda and the Minutes of the June 17th Regular Session.**

ITEM 4: Citizens Request & Input on Non-Agenda Items

4. Citizen Gene Hall presented an email he had submitted to Commissioners requesting that Road Bond money be transferred to address several roads in District 2. He also presented a petition with signatures related to these roads.
5. Dick Bailar, on behalf of the Legislative Committee, stated that he missed the deadline for submitting agenda materials with an update on the Legislative Committee but noted it had been a good year. He stated that economic indicators pointed to another good year next year and he respectfully requested some major actions/items from the Board for the upcoming legislative session. Chairperson Barfield requested an update on JCKC, to which Mr. Bailar stated he had a two part strategy in place and would provide updates.

ITEM 5a: Florida Pace Funding Program Presentation/Agreement/Resolution

6. Lisa Miller with the Florida Paced Funding Program introduced the above referenced subscription agreement to the Board. Ms. Miller introduced Mark Pearson who stated this would be an inter-local agreement and that there was presently \$200 million available to be loaned to commercial or residential owners that made wind mitigation or energy efficiency improvements to their property. He noted that owners could borrow up to 20% of their assessed property value. County Attorney Buck Bird stated a workshop or public forum would be helpful to inform the public if the Board elected to participate in this program. Chairperson Barfield inquired about difference language in the agreement, specifically that the Board have the option to renew the agreement annually. Chairperson Barfield stated she had more questions and would like to place this item on a future agenda for further discussion and possible action. Citizen Paul Henry expressed his support for this program and stated this is how government should operate.

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____**ITEM 5d: Code Enforcement Board Appointments**

7. Chairperson Barfield requested the Board move to items 5(d) and 5(e) in order excuse County Coordinator Parrish Barwick who was not feeling well. Chairperson Barfield stated the Board had been advertising for the CEB positions in the local paper and requested to seat this Board at the next meeting. She noted there had been very few applications thus far.

ITEM 5e: Road Bond Improvement Program/Projects

8. County Coordinator Parrish Barwick introduced this item and stated that there was approximately \$1.396 million left of the Road Bond money and that after the various projects underway, there would be approximately \$33,000 remaining. He stated that we were in the 20th month of a 3 year program and had three projects to be completed, including projects that were added. Commissioner Boyd presented information regarding bond figures as well as soft costs related to operating costs of the Road Department. Commissioner Boyd stated that if everything were stopped right now, his figures indicate the Board would have about \$907,000 of the Road Bond to spend. He suggested some higher priority hard surface roads to re-allocate funds toward (pave Goldberg/Rocky Branch, resurface Texas Hill/N. Noble, Clark St. and Spring Hollow). Commissioner Boyd's proposal was to redo the above roads instead of Oetinger. He implored the Board to "stop where we are" and assess the priorities of the County before encumbering the remaining funds. Commissioner Bishop stated that he did not have a problem with Commissioner Boyd was presenting but that he did not want to address the reallocation of funds until all projects underway were finished. **Commissioner Boyd made a motion to not pave Oetinger Road; the motion died for lack of a second.** County Coordinator Barwick noted that work on Oetinger had already commenced, to which Commissioner Boyd stated there had been no Board action approving work on Oetinger. Commissioner Boyd stated his concern that if there are discussions taking place about shifting funds but no Board action, there could be possible implications with the Sunshine Law. County Coordinator Barwick stated he was following the road improvement plan approved by the Board. Chairperson Barfield stated that Commissioner Nelson had been working with the County Coordinator for changes in his district but the changes were within the bounds of the money set aside. Citizen Phil Calandra stated there were two sources of funding: the Bond money and also the mine fund which was recurring. He stated there was no reason the additional work proposed by Commissioner Boyd couldn't be done next year and did not understand the sense of urgency. He also inquired as to the City's involvement on some of the roads that are in the city, to which Commissioner Boyd stated the roads on the list were the County's responsibility. Citizen Mark Kessler stated the Board should be united on the roads and expressed his displeasure that in District 3, where he resides, all of the roads got chip-seal. Citizen Dr. Vivian Royster stated there needed to be a spirit of cooperation and that she was disappointed in the Board's approach. She stated things should not be done on a whim. Citizen Roland Brumbley inquired about the work on Pinhook Road and also expressed concerns about speeding on roads in his district. Commissioner Walker stated there were no plans for asphalt on Pinhook and it was just stabilization at this point. Citizen C.P. Miller stated he lived on a chip-seal road but would rather have asphalt. He stated that previous Commissioners worried about their districts and didn't mettle in other districts. Citizen Willie Tyson stated the ditch on Tyson Road needed to be addressed. Citizen Ralph Burnquist stated there were many streets in Monticello that he noticed at the Watermelon Festival that were in need of attention and did not appear to have been re-surfaced in some time. Citizen Tommy Graham expressed displeasure with asphalt being put on one end of the road and chip-seal on the other. Citizen Troy Avera stated he had been involved with the roads for a longtime and expressed his desire that all discussions of funds related to the roads be

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

discussed in a public arena. Commissioner Boyd stated that he was accountable to people in all districts, not just his. He also noted his concern about off-the-record communication about how funds are spent. Commissioner Boyd requested that Spring Hollow be listed as one of the roads to be re-surfaced.

ITEM 5b: Proposed Financial Policies

9. Finance Director Charles Culp, with the Clerk's Office, introduced this item and discussed the four policies and revisions made since last presented to the Board. Commissioner Boyd noted he would like to see the language on the acknowledgment/oath page changed to "may be held personally liable." **On motion by Commissioner Nelson, seconded by Commissioner Walker and unanimously carried, the Board approved the Policies.** County Attorney Buck Bird recommended that the policies be passed by resolution and stated the Clerk could provide a resolution number. Commissioner Nelson amended his motion to state via resolution, **Commissioner Walker seconded and the motion was unanimously carried to approve the policies via resolution.** County Attorney Buck Bird stated it should be noted that this policy supersedes previous policies and should have an effective date. **Commissioner Nelson amended his motion to accept the new policies via resolution, effective 7/1/2014. Commissioner Walker seconded and the amended motion was unanimously carried to adopt the new policies via resolution effective 7/1/2014.**

ITEM 5c: Wacissa Dam Recognition as Historical Landmark

10. Commissioner Walker stated his desire to have the Board recognize the Wacissa Dam as a historical landmark and noted that 60 years ago the dam was built. He stated the recognition as a historical landmark was just at the County level at this time, but it would protect the dam and possibly provide funding if there were future repairs or work needed. Commissioner Boyd expressed his support. Citizen Roland Brumbley stated it was a historical monument for the county but also benefited every person that used the river. **On motion by Commissioner Walker, seconded by Commissioner Boyd and unanimously carried, the Board approved the Wacissa Dam as a historical landmark.**

ITEM 6: County Coordinator's Report / Library & EMS Budget Amendments

11. Assistant County Coordinator Nick Flynt presented the Library and EMS Grants Budget Amendments. He stated that the County had received additional funds and needed the authority to use the unanticipated revenue. He stated there was a matching component to the EMS grant and that Fire Chief Mark Matthews was working to re-allocate about \$20,000 out of his budget but would likely need \$20,000-\$25,000 from General Revenue. Chairperson Barfield asked Chief Deputy Clerk where the additional funds would come from, to which he responded out of contingency. Commissioner Boyd remarked that, to his knowledge, nothing had yet been taken from the \$200,000 contingency. **On motion by Commissioner Boyd, seconded by Commissioner Nelson and unanimously carried, the Board approved amending the budget for the Library to utilize the \$78,000 grant. On motion by Commissioner Boyd, seconded by Commissioner Walker and unanimously carried, the Board approved amending the budget to utilize the EMS grant with a county match, with up to \$22,000 from contingency.**

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

ITEM 7: Commissioner Discussion Items

12. Commissioner Nelson stated outgoing Road Superintendent David Harvey had asked if he could have the sign that said "Road Superintendent." It was the consensus of the Board that this was not a problem. Commissioner Nelson also noted that he would be bringing a resolution to a future meeting to recognize the Jefferson County High School Class of 1984.
13. Chief Deputy Clerk Tyler McNeill stated that the Departments had received their budget worksheets and the information was due back by July 7th. He also provided possible dates for the first budget workshop. The first budget workshop was set for July 14th at 6 p.m. Chairperson Barfield requested that the Clerk's Office provide a schedule at that workshop for the rest of the budget meetings/dates.
14. Commissioner Bishop mentioned a problem with limbs hanging over the road from I-10 to Lamont on Highway 257 and stated this needed to be addressed.
15. Chairperson Barfield briefly discussed the canvassing board for the upcoming election. County Attorney Buck Bird stated this needed to be placed on a future agenda and that we would need to get requirements from the Supervisor of Elections. Chairperson Barfield requested the County Coordinator's Office get with the Supervisor of Elections for these requirements.

ITEM 9: Adjournment

16. The warrant register was reviewed and bills ordered paid.
17. **On motion by Commissioner Walker, seconded by Commissioner Nelson and unanimously carried, the meeting was adjourned.**

Chairman

Attest: _____
Clerk

**ITEM 5(a): PACE RESOLUTION &
AGREEMENT**

EXECUTIVE SUMMARY

Background

1. As of March 13, 2014, the Florida PACE Funding Agency has up to \$200 million available to immediately fund improvements in Florida communities. This has actually taken some time to carefully accomplish, and represents a national breakthrough in stable long term funding for programs of this nature. The Agency has separated administration and funding to get better and more transparent financing for property owners. The Agency is designed to be the most competitive program in Florida and welcomes competition that follows the rules.

2. The Agency's program administrator is prepared to seek out and address expressed immediate interest from local contractors and material providers to assist interested local property owners. This will immediately create local jobs and material sales.

3. The Florida PACE Funding Agency is actually a local governmental entity that presents an innovative opportunity to immediately implement a PACE Program for property owners. The acronym PACE generally refers to "property assessed clean energy". The Program parameters are broadly outlined in section 163.08, Florida Statutes. The special assessments being offered to interested property owners are strictly voluntary and authorized by general law.

4. The Florida PACE Funding Agency PACE program and the documentation are 'open' and non-exclusive. Jefferson County (the "County") can participate in the advantages of a PACE program and access capital markets, without having to implement or deploy individual programs or individually seek capital from its treasury for County constituents. But, because the Agency advances an 'open' or 'non-exclusive' program, the County can bring in another PACE funding provider, or start their own local program at any time. The Agency embraces competition, seeks to be the best program and best cost alternative for the local constituents, and is simply a transparent and accountable alternative available to the County.

5. Three important points: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, an active funding provider with redundant servicing oversight, dedicated Program counsel, and an independent institutional trustee, -- all now in place; (2) the Agency is immediately ready to commence origination of job-creating applications from interested property owners and contractors (that means 'right now') for funding for Qualifying Improvements, and (3)

the Agency presently has large scale and long-term funding in place and available under an executed bond purchase agreement and trust indenture.

6. Based upon respect for the County and the State Constitution, the Agency (and any other governmental provider) needs to effectively be invited by resolution to come to the County before it can commence its funding operations in Jefferson County. That is all the County needs to do to get started. The Agency's mission is to facilitate the provision, funding, and financing of Qualifying Improvements through a uniform and efficient local platform capable of securing economies of scale and uniform implementation on a regional or statewide basis. Qualifying Improvements that can be financed include clean energy, renewable energy and wind resistant improvements of all kinds voluntarily requested by property owners.

7. The Florida PACE Funding Agency PACE Program provides an immediate opportunity to create private sector wind hardening, clean energy and renewable energy jobs and economic activity in the County.

8. Because the Agency is a special purpose local government, by law and the County's own procurement code, no procurement process is required – as well, the County can at the same time engage one or more programs, or do its own – that is what 'open' or 'non-exclusive means'. Entrance or use of other PACE programs remains within the exclusive domain of the County - now and in the future.

9. The attached resolution and short interlocal agreement is called a "subscription approach" and is quite attractive to create markets with little or no costs to Local Government treasuries. As well, the Agency was designed to insulate Local Governments from debt exposure or the heavy use of staff time for the Program. Local contractors and vendors of Qualifying Improvements also enjoy the advantages of a statewide platform and its uniform processes. Finally, the Program provides certainty as to both the nature of the assessments and the impact or reactions from mortgage lenders doing business in Florida, as well as the court approved absence of any liability exposure on subscribing or incorporating Local Governments.

10. Any county or a municipality desiring to make available a PACE program, can simply "subscribe" to the uniform Program offered by the Agency. This is done by entering into a short and concise interlocal agreement which lays out the details involved. Essentially the very limited role for Local Government is to authorize the Agency to implement the Program. Financing Agreements, to be executed by interested property owners will be prepared and provided by the Agency to the property owners, and then recorded to evidence the non-ad valorem assessments for

Qualifying Improvements. This is done only with willing property owners who meet the underwriting guidelines of the Agency's funding-servicer. This means there are 2 layers of oversight that protects the bond purchasers, the Agency (and the County Commission) from reputational risk from fraud and abuse: first the program administrator, and second the funding-servicer. All of the ministerial actions and activities and documentation (e.g., interface between interested property owners and qualified vendors, determining compliance with all requirements for a valid financing agreement, recording, assessment roll extension, etc.) will be performed by the Agency through its third party administrator, Leidos Engineering. Leidos is already proud to be a local employer in Florida, but also a world-wide solutions-focused business that employs over 20,000 people and has several offices throughout Florida. They are also subject to the funding party's servicer, CES, an expert organization selectively purchasing over \$275 million in tax certificates in Florida in the last several years.

11. The Agency is a qualified governmental issuer of debt obligations including revenue bonds and has no authority to create any debt against the State of Florida or any subscribing Local Governments. The ability of the Agency to issue debt has been judicially validated on a statewide basis. This program absolutely does not involve any debt which could be the responsibility of or needs to be issued by the County.

12. After a rigorous procurement process, the Agency selected Leidos Engineering as its third party administrator to accomplish its Program objectives. Leidos has steadfastly assisted the Agency in getting the Agency's originations going and securing strong independent market funding.

13. Staff and counsel have been provided the various detailed disclosure materials, the Agency's Charter, the \$2 billion Final Judgment in validation in favor of the Agency, proof of immediately available long-term funding availability, and considered the experience and competency of the professionals being used by the Agency, including Leidos.

Program Objectives

1. Right now – ready for fast launch of a competitive Program for your local community, which is uniform statewide, but creates local jobs and opportunities!

2. No financial risk to the Agency or the County, the financing is carefully underwritten by Leidos and the 'investor-servicer' to make sure that fraud, improper participation and abuse are eliminated.

3. An effective Program that enables interested local governments, like Jefferson County, to immediately subscribe and participate with minimal effort, expense or liability.

4. An effective Program that enables interested residential and commercial property owners to quickly and easily transact for Qualifying Improvements.

5. An efficient Program that operates smoothly within the unique Florida uniform tax bill collection and enforcement processes for non-ad valorem assessments, and pledges to work carefully and professionally with your local tax collector to implement to direction of the Supplemental Act.

6. Efficient cooperation and communication between the program administrator, property owners, vendors, and the Agency; provision for good and continuous communications with Local Governments on Program status, with very little or no cost to the general taxpayers. A direct communications commitment in the interlocal agreement with and between the County, the Agency and its program administrator.

7. Short and long-term job creation and material sales at the local level, in a way that encourages use of local vendors.

8. Commitment to environmental stewardship and smart wind-hardening that is hard to finance.

9. Commitment to customer service by Leidos, a well-known third party administrator (to subscribing Local Governments, property owners, vendors and the Agency).

Recommendation

Direct and authorize the adoption of attached Resolution No. _____ which provides for the execution of the attached standard subscription agreement (both attached); which will instantly make available the Florida PACE Funding Agency's PACE Program and voluntary financing opportunities to residential and commercial property owners, and contractors doing business within the entire geographic boundaries of Jefferson County.

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF JEFFERSON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, NECESSARY TO SERVE AND ACHIEVE THE COMPELLING STATE INTEREST OF FINANCING ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY; PURSUANT TO WHICH THE AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE BOUNDARIES OF THE COUNTY; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate interlocal local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the mission of the Agency is to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

WHEREAS, the Agency has provided evidence to the County that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense and not at the expense of the taxpayers of Jefferson County, open public governance and oversight, staffing in the form of qualified third-party administration, an active funding provider, servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in

Jefferson County, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

WHEREAS, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Jefferson County) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Jefferson County; and

WHEREAS, the Agency, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding, which, not only serves the risk concerns of the funding provider, but serves to provide a careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the County and the compelling State interests involved, while at the same time protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

WHEREAS, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any County financial support or use of its credit, is fundamentally designed to be the most market competitive program available in its terms and rates, offers significant advantages over other programs or individualized local approaches, including, (i) limited liability for local government subscribers ; (ii) the present availability of financial resources to begin funding immediately and to also fund growing demand; (iii) cost savings resulting from efficiencies of scale and reduced startup and

implementation expenditures; (iv) high quality and competitive set of program attributes and review processes which protect property owners and contractors alike ;and (v) the ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

WHEREAS, the County, given other priorities, does not wish to deploy, currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program, it may be necessary that it commit unanticipated significant time, staffing and monetary resources of derived from all taxpayers, to address damage and cleanup issues caused by windstorms and hurricanes that could be reduced through implementation of this Improvement Program and that, as an alternative or supplement to any other program or approach chosen by the County, the County can immediately authorize and approve the Agency to make the Agency's non-exclusive Program and funding for Qualified Improvements available to Property Owners and the local economy in JeffersonCounty; and

WHEREAS, the County finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the County as a direct and immediate means to non-exclusively implement and enhance positive local economic activity, job creation, energy efficiency, renewable energy, community safety and wind resistant activities; and

WHEREAS, it is reasonable and in the interest of the health, safety, and welfare of the County and its inhabitants and taxpayers that the County subscribe to and authorize the

availability of the Agency's Program within Jefferson County in the manner authorized herein by law;

WHEREAS, this Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JEFFERSON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT.
The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The Chairman of the Board of County Commissioners is hereby authorized and directed to execute the Subscription Agreement on behalf of the County. The County hereby delegates to the County Coordinator, or his or her designee, the discretion and authority to allow the Agency to use and display the County logo or seal for the Agency's written and, if applicable, televised communications associated with the Program. The County Coordinator or the County Coordinator's designee, County Attorney, County staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as

may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

SECTION 3. AUTHORIZATION. Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the County is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the County, pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the County authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the County to the Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the County, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act, as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the County.

*Resolution authorizing execution of
Non-exclusive Interlocal Subscription Agreement
with Florida PACE Funding Agency*

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this ____ day of _____ 20 ____.

JEFFERSON COUNTY, a political subdivision of the State of Florida

(SEAL)

By: _____
Betsy Barfield, Chair
Board of County Commissioners

ATTEST:

Approved as to form:

Kirk Reams, Clerk of Courts

T. Buckingham Bird, County Attorney

*Resolution authorizing execution of
Non-exclusive Interlocal Subscription Agreement
with. Florida PACE Funding Agency*

EXHIBIT A

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

Between

JEFFERSON COUNTY, FLORIDA,

and

THE FLORIDA PACE FUNDING AGENCY

TABLE OF CONTENTS

PAGE

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS 1
 SECTION 1.02. CONSTRUCTION..... 3
 SECTION 1.03. SECTION HEADINGS 3
 SECTION 1.04. FINDINGS..... 4

ARTICLE II
SUBSCRIPTION

SECTION 2.01. AUTHORITY 7
 SECTION 2.02. CREATION OF STATE, COUNTY
 OR MUNICIPAL DEBTS PROHIBITED..... 7
 SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES 8
 SECTION 2.04. FINANCING AGREEMENTS..... 8
 SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO
 FINANCING AGREEMENTS..... 9
 SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS 9
 SECTION 2.07. PLEDGE OF PROCEEDS
 FROM NON-AD VALOREM ASSESSMENTS 9
 SECTION 2.08. CARBON OR SIMILAR CREDITS 10

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS 11
 SECTION 3.02. DISCLOSURE 11
 SECTION 3.03. TERM OF AGREEMENT,
 DURATION OF AGREEMENT; EXCLUSIVITY 11
 SECTION 3.04. AMENDMENTS AND WAIVERS..... 12
 SECTION 3.05. NOTICES..... 13
 SECTION 3.06. QUALITY CONTROL AND COMMUNICATION 13
 SECTION 3.07. IMMUNITY; LIMITED LIABILITY 14
 SECTION 3.08. BINDING EFFECT 14
 SECTION 3.09. SEVERABILITY 14
 SECTION 3.10. EXECUTION IN COUNTERPARTS 15
 SECTION 3.11. APPLICABLE LAW 15
 SECTION 3.12. ENTIRE AGREEMENT 15

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of _____ 1, 20__ (the "Subscription Agreement"), by and between Jefferson County, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency" means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property

owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

“Subscriber” means Jefferson County, Florida, by and through its governing body.

“Subscription Agreement” means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government’s jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

“Supplemental Act” means the provisions of, and additional and supplemental authority described in, Section 168.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall

neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the overall usage of electric energy. The State of Florida has adopted a schedule for increasing the energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the inefficient use of energy by existing building stock. Installing energy efficiency and renewable energy improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood contribute to improved air quality, lower fossil fuels use, energy independence and security, promote the creation of jobs and economic development by stimulating "green industries" and save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage is smart and proactive hurricane mitigation and attracts sustainable long term employment and uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce insurance rates, reduce risk and liability, and protect persons, and property, and improvements to real property.

(F) There exists a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not nearly as energy efficient as typical newly constructed buildings, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs, nor are these structures as well protected from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(H) The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements.

(I) Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options.

(J) Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity.

(K) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(L) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(M) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the County and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in Jefferson County.

(N) The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency's funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This

additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) The Subscriber is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it borrow the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes. However, alternatively and supplementally to any other program or approach chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and local economy in Jefferson County.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber's jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

[Remainder of page intentionally left blank.]

**ARTICLE II
SUBSCRIPTION**

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the County. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect

to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, shall separately and expressly confirm that consideration therefore is in the form and substance of economies of scale provided by the Agency and its programs and \$1 and other good and valuable consideration provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency’s Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency’s mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency’s uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency’s mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30, 2017)

following execution hereof. At the request and direction of the County Commission the determination to extend the term of this Agreement after the initial term shall be submitted to the County Commission prior to the end of the initial term, and shall then be affirmatively renewed or not by resolution at the discretion of the County Commission. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the issuance of any Obligations of the Agency secured by Pledged Revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency's program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for “next business day” service) to the parties at the following addresses:

- Subscriber: Jefferson County
ATTN: County Coordinator
450 West Walnut Street
Monticello, Florida 32344

- With a copy to: Jefferson County
ATTN: County Attorney
P.O. Box 247
Monticello, Florida 32345-0247

- With a copies to: Jefferson County
ATTN: County Commission Chair and County Clerk of Courts
1 Courthouse Circle,
Monticello, Florida 32344

- Agency: Executive Director
Florida PACE Funding Agency
c/o City of Kissimmee
101 North Church Street, Fifth Floor
Kissimmee, Florida 34741

- With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder,

the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Subscription Agreement to be duly executed and entered into as of the date first above written.

**THE COUNTY COMMISSION OF
JEFFERSON COUNTY, FLORIDA**

(SEAL)

By: _____
Betsy Barfield, Chair

ATTEST:

Approved as to form:

Kirk Reams, Clerk of Courts

Paula Sparkman, County Attorney

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:

Donald T. Smallwood, Assistant Secretary

ITEM 5(b): MOSQUITO CONTROL MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

AND

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Whereas The Florida Department of Agriculture and Consumer Services, hereinafter referred to as “Department” is the State Agency designated to administer and enforce the provisions of Chapter 388, Florida Statutes relating to Mosquito Control and the Board of County Commissioners of Washington County, Florida , hereinafter referred to as “Board of Commissioners” has pursuant to Section 388.241, Florida Statutes been vested with the all the rights, powers and duties of a board of commissioners as conferred by Chapter 388, Florida Statutes; and

Whereas the Department and Board of Commissioners desire to cooperate in performing mosquito identification and trap counts in furtherance of the goal of mosquito control in Jefferson County, Florida, the parties enter into this Memorandum of Understanding (MOU) setting forth their duties and responsibilities and agree as follows:

I. SUBJECT:

The subject of this Memorandum of Understanding (MOU) is cooperation between the parties in meeting FEMA’s criteria for reimbursement of Vector Control related to a declared federal emergency.

II. PURPOSE: The purpose of this is to delineate the responsibilities of each party.

This MOU defines the board of commissioners’ responsibilities and obligations to receive assistance with mosquito identification and trap counts that meet Federal Emergency Management Agency's (FEMA) requirements. It is recognized that vector control may be used as an emergency protective measure and first response in the wake of a disaster to eliminate or lessen immediate threats to life, public health and safety.

III. SCOPE:

This MOU does not supersede the obligations and responsibilities of the United State Fish and Wildlife Service(USFWS) or FEMA that are publically mandated by the Fish and Wildlife Coordination Act (FWCA; 48 Stat 401,as amended; 16 USC 661 *et seq.*), Endangered Species Act (ESA; 87 Stat 884, as amended,16 USC 1531 *et seq.*), Migratory Bird Treaty Act (MBTA; 16 U.S.C. 703-712), National Environmental Policy Act (NEPA; PL 91-190, 42 USC 4321), Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.* (Stafford Act), and related Federal, state, tribal, and local statutes, regulations, and policies. It also formalizes the process that Applicants and involved agencies will follow for FEMA reimbursement of vector control, including efficient timing and delivery of the process (see Appendix B).

IV. RESPONSIBILITIES:

A. The Board of Commissioners shall have the following responsibilities:

1. To conduct Vector Control trapping for a period of six (6) months for each calendar year beginning the first day of April and ending the last day of September using the established Florida DEM Vector Control Quick Guide. (See Appendix A)
2. To ship the mosquitoes to the Florida Medical Entomological Lab (FMEL) located in Vero Beach. The Board of Commissioners will be responsible for shipping costs to the Lab.
3. In the event that the Board of Commissioners withdraw or do not complete their trapping obligation it would be responsible for reimbursing FDACS for the costs incurred in performing the above responsibilities of the Board of Commissioners .

B. The Department shall be responsible for paying the FMEL for Identification and for providing training to the Board of Commissioners for trapping of the mosquitoes according to the standard operating procedures in Appendix B.

It is anticipated that FMEL will provide the Identification results of the mosquitoes to the Board of Commissioners and the Department within two weeks of receipt of the mosquitoes from the Board of Commissioners and will train the Board of Commissioners' designated employees on how to conduct surveillance.

V. GENERAL PROVISIONS:

This MOU only applies to the Department and the Board of Commissioners and will become effective when signed by the authorized representatives of the Department and Board of Commissioners.

Either the Department or the Board of Commissioners may unilaterally revoke this MOU by providing 30 days written notice (from fax, email, or postmark date) to the other.

This MOU does not have an expiration date. Revisions or amendments to this MOU may be requested at any time by the Department or the Board of Commissioners and will be effective when agreed to in writing and signed by the authorized representatives of both.

VI. APPENDICES

These appendices can be updated at any time as processes and contacts change.

Appendix A - Florida DEM Vector Control Quick Guide.

Appendix B –Standard Operating Procedure for Vector Control.

Duplicate Copies of this MOU will be signed by both parties with each retaining a signed copy. The parties enter into this Memorandum of Understanding by the following signatures of the Authorized Representatives. The MOU will be effective when both representatives have signed and dated the MOU.

ADAM H. PUTNAM

COMMISSIONER OF AGRICULTURE

Authorized Representative

Print Name and Title

Signed this ___ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS of

JEFFERSON COUNTY, FLORIDA

Authorized Representative

Print Name and Title

Signed this ____ day of _____, 2014.

Authorized Representative

**ITEM 5(c): CODE ENFORCEMENT BOARD
APPOINTMENTS**

RECEIVED
 NOV 21 2011
 JEFFERSON COUNTY FLORIDA
 BY: BOARD OF COUNTY COMMISSIONERS
 COUNTY VOLUNTEER BOARD/AGENCY APPLICATION

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. Code enforcement Board - 2 YRS
2. _____
3. _____

Name: DON FOULKE
 Address: 295 Canopy Rd City/State Monticello Zip 32344
 Alternate Address: — City/State _____ Zip _____
 Telephone: (Home) 997-2540 (Cell) 556-7571 (Fax) 997-2835 (Work) —

Preferred Contact # Home () Cell Work ()

E-Mail Address: dona1dfoulke@yahoo.com

Are you: Jefferson County Registered Voter? Yes No _____

Please circle the months you would NOT be available for meetings:

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

Occupation: Sales - self employed - Auto Parts

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

Are you currently serving on any County Boards or Committees? Yes _____ No

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

1. _____
2. _____

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

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

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

Interested in cleaning up city and county of devalie property. Fair & balanced judgement and ability to make decisions.

Academic - Degrees, Diplomas

A A Degree T.C.C.

Professional - Certifications

Honorable Discharge USAF 6 yrs

Knowledge - Training, interests, or experience

34 yrs experience in running my own business
1 1/2 yrs continuing education towards B.A. from FSU

Community Involvement - List organizations/positions

Organizations - Membership

MEMBER ELIZABETH BAPTIST CHURCH 10 yrs

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

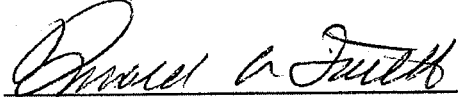
IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES

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

Terms on various boards and agencies vary and may be for a period up to three years. Appointments expire on the last day of August of each year on a staggered basis. In addition, vacancies occur throughout the year for various reasons and vacancies are filled for the remainder of the unexpired term. If any vacancy is for a period of less than six months, the Board of County Commissioners, at their discretion, may appoint an individual for the remainder of the current term, plus one full term at the time of appointment. County boards and agencies play a vital part in our community. You are encouraged to submit an application for appointment to a County board or agency prior to board appointment deadlines. The deadline to accept any application for annual appointments is 5:00 p.m. Wednesday of the week preceding the Regular Commission Meeting on the first Thursday of the month of August. There is no deadline for accepting applications to fill vacancies. For information concerning any board or agency or the appointment process, please call the Office of the County Coordinator at the Courthouse Annex, (850)342-0287, or visit our website at www.jeffersoncountyflorida.gov.

COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344


Applicant Signature

11-08-11
Date

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

Date Notified: _____

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

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. Jefferson County Code Enforcement Board
2. _____
3. _____

Name: David Hale

Address: 445 Gambles Road City/State Monticello FL Zip 32344

Alternate Address: P.O. Box 115 City/State Lloyd FL Zip 32337

Telephone: (Home) 997-6873 (Cell) 445-0141 (Fax) _____ (Work) 997-5198

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

E-Mail Address: CSS DR#
~~CS~~@Gmail.com

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

Please circle the months you would NOT be available for meetings:

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

Occupation: Customer Support, Premium Account Support Mgr / Beekeeper

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

Are you currently serving on any County Boards or Committees? Yes _____ No X

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

1. _____
2. _____

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

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

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

- I Have Been actively involved in the Planning Board
EAR + Comprehensive Plans + FLUM meetings
I am also aware of the changes in the land development code

Academic -- Degrees, Diplomas

Highschool Diplomas 1972, BA-1976, MA: 1978
+ postgraduate studies

Professional -- Certifications

FL Master Beekeeper: Advanced -
FL Dept of Ag Pesticide Certificate
Amateur Radio: General License,
Knowledge -- Training, interests, or experience

- Beekeeping
- Sunday School teacher

Community Involvement -- List organizations/positions

- Emergency Operations: Ham Radio Volunteers
- Teaching Introduction to Beekeeping at Jefferson County Correctional Institute

Organizations -- Membership

- FBCLloyd Member
- Apalachee Beekeepers Association, FL State Beekeep Association

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

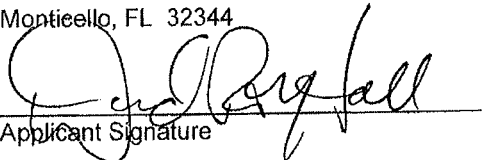
IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES

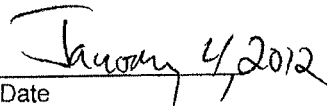
Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute.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

Terms on various boards and agencies vary and may be for a period up to three years. Appointments expire on the last day of August of each year on a staggered basis. In addition, vacancies occur throughout the year for various reasons and vacancies are filled for the remainder of the unexpired term. If any vacancy is for a period of less than six months, the Board of County Commissioners, at their discretion, may appoint an individual for the remainder of the current term, plus one full term at the time of appointment. County boards and agencies play a vital part in our community. You are encouraged to submit an application for appointment to a County board or agency prior to board appointment deadlines. The deadline to accept any application for annual appointments is 5:00 p.m. Wednesday of the week preceding the Regular Commission Meeting on the first Thursday of the month of August. There is no deadline for accepting applications to fill vacancies. For information concerning any board or agency or the appointment process, please call the Office of the County Coordinator at the Courthouse Annex, (850)342-0287, or visit our website at www.jeffersoncountyflorida.gov.

COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344


Applicant Signature


Date

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

Date Notified: _____

3/12 - called & welcomed
Send Link to Planning + C.E. ordinance -
update ap for fin Disc sheet form
Lee- 7-1076 - 3/2-LM.

**JEFFERSON COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
COUNTY VOLUNTEER BOARD/AGENCY APPLICATION**

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. Code Enforcement Board
2. _____
3. _____

Name: Ralph N. Burquist

Address: 1023 S. Main Ave City/State Monticello Zip 32344

Alternate Address: _____ City/State _____ Zip _____

Telephone: (Home) ⁽⁸⁵⁰⁾ 432-1110 (Cell) ⁽⁸⁵⁰⁾ 544-2507 (Fax) ⁽⁸⁵⁰⁾ 432-1110 (Work) _____

Preferred Contact # Home Cell Work

E-Mail Address: R-Burquist@yahoo.com

Are you: Jefferson County Registered Voter? Yes No

Please circle the months you would NOT be available for meetings:

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

Occupation: Retired General Contractor - City of Los Angeles Carpenter

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

Are you currently serving on any County Boards or Committees? Yes _____ No

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

1. _____
2. _____

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

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

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

I have been in construction from 1960 until my retirement
in 2004. During that period I have worked as a carpenter,
General contractor, and a civil service maintenance carpenter
for the final 13 years of my career.

Academic - Degrees, Diplomas

High school diploma

Professional - Certifications

State of California contractors licences #B-1 (General Contractor)
1980 - ~~2000~~ 1992 #C-8 (Cement Contractor)
#C-2B (Masonry Contractor)

Knowledge - Training, interests, or experience

General Contractor

Interaction with craftsmen and local officials

Thorough knowledge of building codes and principles

Community Involvement - List organizations/positions

(Chamber of Commerce) (Monticello)

Monticello Democratic origination

Organizations - Membership

Chamber of Commerce

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

IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES

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COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344

Robb M. Bupeccat
Applicant Signature

2/29/2002
Date

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

Date Notified: _____

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

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. CODE ENFORCEMENT BOARD
2. _____
3. _____

Name: ROBERT HALBERT

Address: 455 WILLOW ST. City/State MONTICELLO Zip 32344

Alternate Address: _____ City/State _____ Zip _____

Telephone: (Home) 850/9978677 Cell) _____ (Fax) _____ (Work) 850 921-7752

Preferred Contact # Home Cell () Work

E-Mail Address: bobhalbert@netzero.net

Are you: Jefferson County Registered Voter? Yes No _____

Please circle the months you would NOT be available for meetings:

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

Occupation: FL DEP. of Environmental Protection

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

Are you currently serving on any County Boards or Committees? Yes _____ No

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

1. _____
2. _____

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

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

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

Working knowledge of regulatory programs,
compliance, enforcement.

Academic – Degrees, Diplomas

BS WILDLIFE ~~EGG~~ ECOLOGY
MINOR FOREST RESOURCES

Professional – Certifications

OSHA 40-HOUR
EROSION/SEDIMENT CONTROL INSPECTOR

Knowledge -- Training, interests, or experience

State wide compliance officer for the
Bureau of Beaches and Coastal Systems

Community Involvement – List organizations/positions

Applying for FWC ~~HET~~ HUNTER EDUCATION INSTRUCTOR

Organizations – Membership

U.S NAVY RESERVE

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

IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES

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

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COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344

Robert Hallant
Applicant Signature

3/9/12
Date

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

Date Notified: _____

**JEFFERSON COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
COUNTY VOLUNTEER BOARD/AGENCY APPLICATION**

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. Code Enforcement Board
2. _____
3. _____

Name: Zandra D. Gilley

Address: 523 Barrington Rd City/State Monticello/FL Zip 32344

Alternate Address: _____ City/State _____ Zip _____

Telephone: (Home) 850 342 1403 Cell) 850 212 4534 (Fax) _____ (Work) _____

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

E-Mail Address: Zgilley@hotmail.com

Are you: Jefferson County Registered Voter? Yes No

Please circle the months you would NOT be available for meetings:

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

Occupation: VP of Community Relations/Marketing

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

Are you currently serving on any County Boards or Committees? Yes _____ No

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

1. _____
2. _____

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

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

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

I feel with my background and knowledge I can apply my skills in an area that will make a significant impact on the community ensuring that safety is a number one priority.

Academic - Degrees, Diplomas

BSW

MSW

Professional - Certifications

Business Coaching

Supervisor Coaching

Autism, CPR / First Aid

Knowledge - Training, interests, or experience

VP of Operations

Area Director

Education

Mental Health

Community Involvement - List organizations/positions

St. Peter Church

Flower Angels

Heart Association Heart Walk

Organizations - Membership

AKA - Alpha Kappa Alpha Society, Inc.

NASW - National Association of Social Work

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

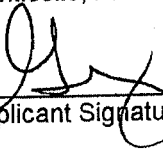
IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES

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COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344


Applicant Signature

3/29/12
Date

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

Date Notified: _____

Zandra Gilley
523 Barrington Rd
Monticello, Florida
850-212-6534

PROFESSIONAL EXPERIENCE

OPERATIONS MANAGEMENT

Vice President of Operations, Boys & Girls Clubs of the Big Bend, Tallahassee, FL (August 2009 – Present) Plan, implement, and manage overall daily operations of four Boys & Girls Clubs in two counties serving more than 600 children per day with the primary concern for programs and service delivery, supervision and training of 10 fulltime and 50 part-time staff, facilities management, community relations and budget management; Manage financial resources, participating in the development of individual club annual budgets totaling more than \$1,500,000 per year; Identify, communicate, and institute effective process improvements, focusing on fulfillment, customer satisfaction and increasing service quality; Lead the development and implementation of organizational program goals, in relation to need and available resources, to facilitate achievement of youth development outcomes; Assist with the management of human resources programs and systems including recruitment, employee relations, compensation and benefits, training and development; Interact regularly with and provide accurate and timely program information to Chief Professional Officer and as assigned with the Board and its Committees; Coordinate and manage specific large programs and grants within operations including the Summer Food Service Program (SFSP) serving approximately 2,000 breakfast and lunch meals per day and the 21st Century Community Learning Center Grants serving thousands of children per year in four different counties; Develop collaborative partnerships with individuals, local universities, city and county government, civic groups and social agencies within the community.

Leon/Jefferson County Area Director, Boys & Girls Clubs of the Big Bend, Tallahassee, FL (April 2006-March 2010). Managed overall daily operations of five Boys & Girls Clubs in Leon County serving more than 1,500 children per day with the primary concern for programs and service delivery, supervision and training of staff, facilities management, community relations and membership administration. Advised and assisted club directors in the areas of volunteers, facility management, personnel issues, budget development, and programs; Ensured the development and implementation of a strategic planning process for overall programs, including the development of annual program objectives; Managed financial resources, participating in the development of county and individual club annual budgets; Controlled expenditures against budget, making recommendations for expenditures to purchase supplies and equipment; Recruited, selected, managed and provided career development opportunities for Leon/Jefferson County staff and volunteers;

Club Director Bethel Family Life Center, Boys & Girls Clubs of the Big Bend, Tallahassee, FL (April 2004- May 2006). Supervised the operations of a 10,000 square foot youth center; Supervised fulltime Assistant Club Director, responsible for planning and coordinating youth programs servicing up to 250 children per day; Recruited, hired, trained, supervised and evaluated approximately 30 part-time employees; Marketed and advertised programs and events via monthly calendar of events, bulletin announcements, flyers, and correspondence. Generated reports using Microsoft Office tools and programs, spreadsheets and various graphic design programs for dissemination in /club/community.

Exceptional Education Teacher, Howard Middle School, August 2002-May 2003, Monticello, FL
Taught children with various; academic difficulties in least restrictive environment within classroom setting. Prepare structured lesson plans to promote intellectual growth and academic improvement on students level of academic learning. Supervise students to maintain appropriate behavior and maintain parental involvement in creating students individual education plan.

Exceptional Education Teacher, Jefferson Elem. School, August 1999- May2002, Monticello, FL
Taught children with special needs; basic academic skills and, living skills to ensure child is receiving adequate resources for academic improvement. Prepare structured lesson plans to promote intellectual growth and achievement through student's individual education plan. Supervise students to maintain appropriate behavior with parental contact and involvement to maintain current level of learning for child to develop within an academic environment.

Behavior Specialist, Apalachee Center for Human Service, August 1998-July 1999
Prepared various behavior modification plans and techniques for children and parents to implement which allowed children to increase their academic performance. Collaborated with parents and counselors to ensure child is maintaining current level of learning within academic areas of difficulty. Maintained an open communication policy for children; and parents with, continual growth/development in behavioral modification plans.

Day Treatment Coordinator, Nellies Retired Inn, August 1997-August 1998
Assessed client service plans to follow client behavior within program. Assisted staff with programs; which allowed clients an opportunity to maintain appropriate daily living skills, for independent functioning. Maintained open communication with doctor to ensure client follows daily medication dosages for independent functioning. Audited client's charts to follow progress of activities and dispensing of medications on weekly basis.

Social Service Worker, Brynwood Nursing Home October 1995- August 1997
Created various patient assessments to ensure patients were receiving structured activities to maintain current level and enhance daily living skills. Work closely with Activity Director and staff to provide optimum care for patients. Created and administered after care plans, organized patient records, provided and coordinated referrals with linkage service for patients to maintain adequate community resources.

COMPETENCIES

Operations Management; Program and Project Management; Interpersonal Communication Skills; Customer Service; Leadership and Managerial Skills; Familiarity with MS office and various associated programs, Internet Explorer and Netscape Communicator

EDUCATION

Florida A&M University, Tallahassee, Florida
Bachelor of Science, Social Work

Florida A&M University, Tallahassee, Florida
Masters of Social Work

PROFESSIONAL AFFILIATIONS

Whole Child Leon/United Way Economic Stability Action Team, Member
50 Large Steering Committee Member
Alpha Kappa Alpha Sorority, Inc., Member

REFERENCES

Available upon request

**ITEM 5(d): PLANNING COMMISSION
APPOINTMENT**

**JEFFERSON COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
COUNTY VOLUNTEER BOARD/AGENCY APPLICATION**

The Jefferson County Board of County Commissioners recognizes that citizen participation is a vital component of a vibrant democratic local government. The County also recognizes the unique contributions made by volunteers and encourages involvement in local government through service on a County volunteer board or agency.

(PLEASE TYPE OR PRINT CLEARLY)

Name of volunteer Board/Agency for which you are applying:

1. Planning Commission
2. _____
3. _____

Name: Marianne Arbulo

Address: 432 Oaklands Plantation City/State Monticello FL Zip 32348

Alternate Address: _____ City/State _____ Zip _____

Telephone: (Home) 997-0383 (Cell) 528-5788 (Fax) _____ (Work) 413-9951

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

E-Mail Address: m_arbulo@msn.com

Are you: Jefferson County Registered Voter? Yes No _____

Please circle the months you would NOT be available for meetings:

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

Occupation: Community program manager

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

Are you currently serving on any County Boards or Committees? Yes _____ No

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

1. _____
2. _____

Applicable County codes require appointments to the following Boards to be persons who are residents of the Jefferson County: Code Enforcement Board, Planning Commission. No person may serve on more than one of these boards concurrently.

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

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

Legislative + government experience
Familiar with ordinance development
& enforcement
Former elected official

Academic – Degrees, Diplomas

Master in Public Administration
B.S. Social Services

Professional – Certifications

Pending – Certified Floodplain Manager

Knowledge – Training, interests, or experience

Knowledge of comprehensive planning, floodplain
management, smart growth practices, some
knowledge of Florida Building Code

Community Involvement – List organizations/positions

Chairman of Camera
Former – Altruosa, Kiwanis, Legislative Committee

Organizations – Membership

see above

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

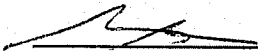
IMPORTANT INFORMATION ON APPOINTMENTS TO BOARDS OR AGENCIES

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

Terms on various boards and agencies vary and may be for a period up to three years. Appointments expire on the last day of August of each year on a staggered basis. In addition, vacancies occur throughout the year for various reasons and vacancies are filled for the remainder of the unexpired term. If any vacancy is for a period of less than six months, the Board of County Commissioners, at their discretion, may appoint an individual for the remainder of the current term, plus one full term at the time of appointment. County boards and agencies play a vital part in our community. You are encouraged to submit an application for appointment to a County board or agency prior to board appointment deadlines. The deadline to accept any application for annual appointments is 5:00 p.m. Wednesday of the week preceding the Regular Commission Meeting on the first Thursday of the month of August. There is no deadline for accepting applications to fill vacancies. For information concerning any board or agency or the appointment process, please call the Office of the County Coordinator at the Courthouse Annex, (850)342-0287, or visit our website at www.jeffersoncountyflorida.gov.

COMPLETE, SIGN, AND RETURN THIS FORM TO:

Office of the County Coordinator
Jefferson County
445 W. Palmer Mill Road
Monticello, FL 32344



Applicant Signature

7/1/14

Date

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

Date Notified: _____

**ITEM 6: PUBLIC HEARING: ATV USE ON
UNPAVED COUNTY ROADS**

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

ORDINANCE NO. 2014-071514-01

AN ORDINANCE OF JEFFERSON COUNTY FLORIDA, RELATING TO THE OPERATION OF ALL-TERRAIN VEHICLES ON UNPAVED ROADS; EXEMPTING JEFFERSON COUNTY FROM F.S. SEC. 316.2123(1), WITH EXCEPTIONS SPECIFYING THOSE UNPAVED ROADS OR ROAD SEGMENTS ON WHICH ALL-TERRAIN VEHICLES MAY BE OPERATED DURING DAYTIME HOURS ONLY; PROVIDING FOR POSTING OF RELATED SIGNAGE ON SUCH ROADS OR ROAD SEGMENTS; PROVIDING FOR COMPLIANCE WITH STATUTORY CONDITIONS FOR SUCH OPERATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: FINDINGS OF FACT

WHEREAS, the Florida Legislature has enacted F.S. Sec. 316.2123(1) to prohibit all-terrain vehicles from being operated on public roads and streets, but to provide the exception that all-terrain vehicles may be operated during daytime hours on any unpaved roadway where there is a posted speed limit of less than 35 miles per hour.; and

WHEREAS, F.S. Sec. 316.2123(2) enables a County to exempt its unpaved roadways from all-terrain vehicle operation, and, further, to designate certain unpaved roadways where all-terrain vehicles may be operated during daytime hours provided such roadways are posted with an operating speed of less than 35 miles per hour and are appropriately marked to indicate permissible use by all-terrain vehicles; and

WHEREAS, F.S. Sec. 316.2123(3) further provides that any all-terrain vehicle operation under the authorization of F.S. Sec. 316.2123 may be undertaken only by a licensed driver or a minor who is under the direct supervision of a licensed driver and that the operator must provide proof of ownership under F.S. Ch. 317 upon the request of a law enforcement officer; and

WHEREAS, the Board of County Commissioners of Jefferson County has held the public

hearing as required by F.S. Sec. 316.2123 and desires, through adoption of this ordinance, to generally exempt unpaved County roads from all-terrain vehicle operation, but, further, to designate certain other unpaved County roads, or road segments, where all-terrain vehicle operation is authorized in a manner that strictly complies with the above referenced State statutory requirements; and

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

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

SECTION 2: PURPOSE OF ORDINANCE

Under the authority of F.S. Sec. 316.2123, the purpose of this Ordinance is to generally exempt unpaved County roads from all-terrain vehicle operation, but, further, to designate certain other unpaved County roadways, or roadway segments, where all-terrain vehicle operation is authorized in a manner that strictly complies with State statutory requirements.

SECTION 3: AMENDMENT TO CHAPTER 34 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY, TRAFFIC AND VEHICLES.

Chapter 34 of the Jefferson County Code of Ordinances, Traffic and Vehicles, is hereby amended to add Sec. 34-2 as follows:

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

Chapter 34 - TRAFFIC AND VEHICLES

Sec. 34-1 [No change].

Sec. 34-2. - Operation of all-terrain vehicles on county roads prohibited; exceptions designating certain roads for such operation; posting of signs; conditions for operation; penalty for violation of section.

(a) Except as specifically provided herein below, Jefferson County is exempt from F.S. Sec. 316.2123(1), which allows all-terrain vehicles to be operated on unpaved roads under certain conditions; and, unless specifically authorized herein below, it shall be unlawful to operate any all-terrain vehicle, as defined in F.S. Sec. 316.2074(2), on any unpaved County road. Notwithstanding the above prohibition, as allowed by F.S. Sec. 316.2123(2), the following unpaved County roads or road segments are designated for operation of all-terrain vehicles during daytime hours only: Walker Springs Road from the intersection with Peter Brown Lane to the intersection with O'Neil Tram Road; O'Neil Tram Road from the intersection with Walker

Springs Road to the intersection with Goose Pasture Road; and Goose Pasture Road from the intersection with O'Neil Tram Road to Goose Pasture Landing on the Wacissa River.

(b) The County Road Department is directed to post each road or road segment on which all-terrain vehicle operation is allowed under this section with a speed limit of less than 35 miles per hour and shall post appropriate signage indicating that all-terrain vehicles are permitted on such road or road segment, and indicating the point where such operation is no longer permitted.

(c) As required by F.S. Sec. 316.2123(3), any all-terrain vehicle operation that is permitted under subsection (a) above may be undertaken only by a licensed driver or a minor who is under the direct supervision of a licensed driver. Further, the operator must provide proof of ownership under F.S. Ch. 317 upon the request of a law enforcement officer.

(d) Violations of this section shall be punishable as provided by F.S. Ch. 316.

SECTION 4: SEVERABILITY

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

SECTION 6: CONFLICT

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

SECTION 7: COPY ON FILE

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

SECTION 8: EFFECTIVE DATE

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

SECTION 9: AUTHORITY

This ordinance is adopted pursuant to the authority granted by F.S. Ch. 125.01, F.S. Ch. 162, and F.S. Sec. 316.2123.

PASSED AND DULY ADOPTED by a majority vote of the Board of County Commissioners of Jefferson County this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Betsy Barfield, Chair

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM:

Scott Shirley, County Land Use Attorney

This ordinance was submitted to the Secretary of State, State of Florida on the _____ day of _____, 2014.