

**Regular Session Agenda
June 15, 2017 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344**

- 1. 6 PM – Call to Order, Invocation, Pledge of Allegiance**
- 2. Public Announcements, Presentations, & Awards**
- 3. Consent Agenda**
 - a) Approval of Agenda**
 - b) Minutes of June 1, 2017 Regular Session**
 - c) General/Transportation Fund Vouchers**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
 - a) Wacissa River Committee Rec. Projects/St. Exp. Plan, RESTORE ACT, Pot 3 – Comm. Barfield**
 - b) Implementation of Chapter 2016-89, Laws of Florida – Attorney Scott Shirley/ PA Angela Gray**
 - c) SHIP Program Contract Renewal w/ GSG – Jay Mosely**
 - d) FDOT Lake Rd. Ward Creek Bridge Replacement Resolution/Agreement – Kirk Reams**
 - e) FDOT Curtis Mill Rd. Bridge Replacement Res./Temporary Rd. Closure Res. – Kirk Reams**
- 6. County Coordinator**
- 7. Commissioner Discussion Items**
- 8. Adjourn**

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

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

ITEM 3

CONSENT AGENDA ITEMS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
June 1, 2017

The Board met this date in regular session. Present were Chairman Gene Hall, Commissioners Stephen Fulford, J.T. Surles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley and Clerk of Court Kirk Reams.

1. Chairman Hall led the invocation and pledge of allegiance.
2. Sheriff David Hobbs gave an update on the grants he was requesting for emergency response and emergency management.
3. **On motion by Commissioner Surles, seconded by Commissioner Barfield and unanimously carried, the consent agenda—consisting of the approval of the agenda, minutes of the April 20th, 2017 regular session, May 4th, 2017 regular session, May 18th, 2017 regular session, General/Transportation Fund Vouchers, Bradley Cooley proclamation and Small Grant Applications for Capital Medical Society and Jefferson Senior Center—was approved.**
4. Clerk of Court Kirk Reams read the proclamation for artist Bradley Cooley and presented it to his family.
5. Planning Commissioner Bud Wheeler thanked the Board for ensuring the Planning Commission was adequately staffed.
6. Property Appraiser Angela Gray requested the Fire Assessment discussion be placed as an item on the next agenda.
7. Library Director Natalie Binder presented the library budget amendment request. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the Board approved the budget amendments. On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the library construction projects were approved.**
8. Anne Holt, with Main Street, formally introduced Tom Randle as the new Executive Director of Main Street.
9. State Director Paul Myers introduced the health department director item and introduced his recommended candidate Kim Albritton to fill this position. **On motion by Commissioner Barfield, seconded by Commissioner Fulford and unanimously carried, the Board approved Kim Albritton as the Health Department Director, with the caveat that she obtain her Master's Degree by the end of 2019.**
10. TDC/Chamber Director Katrina Richardson requested that the Board consider increasing the tourist tax by 1%. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board agreed to set for public hearing an ordinance increasing the tourist tax from 2% to 3%.**
11. Commissioner Barfield requested to add an item regarding the County Coordinator position. She expressed concern that someone needed to be the point of contact for the Board during Mr. Barwick's absence due to a medical issue. It was the consensus

of the Board that Diana Bullock would be the main point of contact for calls and questions, but that any extenuating circumstances could be directed to Solid Waste Director Beth Letchworth.

12. Clerk of Court Kirk Reams introduced the mosquito control spray machine replacement. He stated this request was needed and within the mosquito control budget. **On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Board approved the request.**
13. Clerk of Court Kirk Reams requested that the Road Improvement Program/Next Phase item be tabled to a later meeting.
14. Commissioner Walker asked that an update on the fertilizer ordinance be included on a future agenda.
15. Commissioner Fulford requested that the Economic Development workshop be scheduled for June 29th at 6 pm.
16. Commissioner Barfield gave updates on the US-90 paving project, Curtis Mill bridge repair and requested that RESTORE ACT projects be placed on the next agenda for approval.
17. The warrant register was reviewed and bills ordered paid.
18. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE NUMBER	VOUCHER TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000		CASH-CHECKING-GEN. FUND				
Advanced Business System	06/15/2017	-	286397	05/22/2017	VR 01061517-018	Mtr#70303,70312,70313	155.16	.00
Advanced Business System	06/15/2017	-	286414	05/22/2017	VR 01061517-003	Mtr#68594	3.37	.00
Advanced Business System	06/15/2017	-	286877	06/01/2017	VR 01061517-059	Mtr#69696	9.52	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS							168.05	.00
American Express	06/15/2017	-	05111701	05/11/2017	VR 01061517-089	#3782-981993-21005	99.00	.00
American Express	06/15/2017	-	05111702	05/11/2017	VR 01061517-090	#3782-981993-21005	93.02	.00
CHECK TO VENDOR==>VENDOR AMEXPRES American Express TOTALS							192.02	.00
Animal Medical Clinic*	06/15/2017	-	264606	05/12/2017	VR 01061517-076	#4512 Vet Services	18.00	.00
Animal Medical Clinic*	06/15/2017	-	265689	06/05/2017	VR 01061517-077	#4512 Vet Services	90.00	.00
Animal Medical Clinic*	06/15/2017	-	265689	06/05/2017	VR 01061517-078	#4512 T.K.X.	112.00	.00
CHECK TO VENDOR==>VENDOR ANIMALCL Animal Medical Clinic* TOTALS							220.00	.00
Antelope Computer Servic	06/15/2017	-	474	03/11/2017	VR 01061517-085	BuildingDept-InstallModem	80.00	.00
CHECK TO VENDOR==>VENDOR ANTELOPE Antelope Computer Service TOTALS							80.00	.00
Ard, Shirley & Rudolph,P	06/15/2017	-	11299	05/31/2017	VR 01061517-092	#2-101.1 JeffersonOverage	1967.25	.00
Ard, Shirley & Rudolph,P	06/15/2017	-	11306	05/31/2017	VR 01061517-040	#2-101.1 Camp Warrior	2627.50	.00
CHECK TO VENDOR==>VENDOR ARDSHIRL Ard, Shirley & Rudolph,PA TOTALS							4594.75	.00
Aucilla Area Solid Waste	06/15/2017	-	05311701	05/31/2017	VR 22061517-129	Tipping Fees	42886.05	.00
CHECK TO VENDOR==>VENDOR AUCILLAA Aucilla Area Solid Waste TOTALS							42886.05	.00
Big Bend Tire	06/15/2017	-	10527	05/01/2017	VR 22061517-132	SolidWaste-Oil Change	65.00	.00
Big Bend Tire	06/15/2017	-	10609	05/08/2017	VR 22061517-131	SolidWaste-SemiTireRepair	50.00	.00
Big Bend Tire	06/15/2017	-	10670	05/11/2017	VR 22061517-130	SolidWaste-TireRepair	20.00	.00
Big Bend Tire	06/15/2017	-	10721	05/15/2017	VR 22061517-136	SolidWaste-OxygenSen,Valv	559.56	.00
Big Bend Tire	06/15/2017	-	10738	05/16/2017	VR 22061517-133	SolidWaste-SemiTireRepair	95.00	.00
Big Bend Tire	06/15/2017	-	10905	05/26/2017	VR 22061517-134	SolidWaste-Oil Change	101.89	.00
Big Bend Tire	06/15/2017	-	10959	05/31/2017	VR 22061517-135	SolidWaste-New Tire	209.02	.00
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire TOTALS							1100.47	.00
Big Bend-Eubanks Termite	06/15/2017	-	203625	05/04/2017	VR 01061517-091	Act#8522 MonthlyPestCtrl	400.00	.00
Big Bend-Eubanks Termite	06/15/2017	-	203966	05/16/2017	VR 19061517-107	#10642 MonthlyPestCtrl	30.00	.00
CHECK TO VENDOR==>VENDOR BIGBTERM Big Bend-Eubanks Termite TOTALS							430.00	.00
Oliver Bradley	06/15/2017	-	92920517	05/31/2017	VR 01061517-014	VA Travel 05/17	220.72	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CHECK TO VENDOR==>VENDOR BRADLEYO Oliver Bradley							TOTALS	220.72	.00
CenturyLink	06/15/2017	-	08230417	04/16/2017	VR	01061517-037	Act#311830823	351.02	.00
CenturyLink	06/15/2017	-	08230517	05/16/2017	VR	01061517-038	Act#311830823	340.83	.00
CenturyLink	06/15/2017	-	37050517	05/17/2017	VR	01061517-097	Act#444093705	128.27	.00
CenturyLink	06/15/2017	-	37050517	05/17/2017	VR	19061517-098	Act#444093705	128.26	.00
CenturyLink	06/15/2017	-	87870617	06/01/2017	VR	01061517-151	Act#312248787	66.07	.00
CenturyLink	06/15/2017	-	87870617	06/01/2017	VR	01061517-152	Act#312248787	66.07	.00
CenturyLink	06/15/2017	-	97760517	05/16/2017	VR	23061517-147	Act#311709776	4498.34	.00
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink							TOTALS	5578.86	.00
City of Monticello	06/15/2017	-	01190517	05/26/2017	VR	01061517-044	Act#00020119	665.14	.00
City of Monticello	06/15/2017	-	01200517	05/26/2017	VR	22061517-113	Act#00020120	7.65	.00
City of Monticello	06/15/2017	-	02040517	05/26/2017	VR	22061517-115	Act#00050204	127.16	.00
City of Monticello	06/15/2017	-	02060517	05/26/2017	VR	22061517-114	Act#00050206	8.93	.00
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	808.88	.00
Corinne's Winner Center	06/15/2017	-	05041701	05/04/2017	VR	01061517-050	RecDept-Trophies	571.25	.00
Corinne's Winner Center	06/15/2017	-	05181701	05/18/2017	VR	01061517-051	RecDept-Trophies	20.00	.00
CHECK TO VENDOR==>VENDOR CORINNES Corinne's Winner Center							TOTALS	591.25	.00
Cornerstone Institutiona	06/15/2017	-	CS17-201	05/24/2017	VR	01061517-001	ReplaceSuicideCellDoors	12700.00	.00
CHECK TO VENDOR==>VENDOR CORNER Cornerstone Institutional							TOTALS	12700.00	.00
CurtisMorganGarageInc	06/15/2017	-	10686	05/26/2017	VR	22061517-116	#365-TransmissionAssembly	840.86	.00
CurtisMorganGarageInc	06/15/2017	-	10760	06/01/2017	VR	01061517-007	#213 Oil Change	37.50	.00
CurtisMorganGarageInc	06/15/2017	-	10760	06/01/2017	VR	01061517-008	#213 Oil Change	104.55	.00
CurtisMorganGarageInc	06/15/2017	-	10763	06/01/2017	VR	01061517-009	#213 Oil Change	75.00	.00
CurtisMorganGarageInc	06/15/2017	-	10763	06/01/2017	VR	01061517-010	#213 Oil Change	286.70	.00
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc							TOTALS	1344.61	.00
Dayco Services	06/15/2017	-	05281701	05/28/2017	VR	22061517-117	SolidWaste-RepairHoseLeak	1415.89	.00
CHECK TO VENDOR==>VENDOR DAYCO Dayco Services							TOTALS	1415.89	.00
DEMCO	06/15/2017	-	6136492	05/17/2017	VR	01061517-015	#090036800 PostIts,Marker	111.43	.00
DEMCO	06/15/2017	-	6139099	05/19/2017	VR	01061517-016	#090036800 DisposEarbuds	212.04	.00
CHECK TO VENDOR==>VENDOR DEMCO DEMCO							TOTALS	323.47	.00
Duke Energy	06/15/2017	-	22830617	06/01/2017	VR	01061517-093	Act#6872002283	6.36	.00
Duke Energy	06/15/2017	-	22830617	06/01/2017	VR	19061517-094	Act#6872002283	6.35	.00
Duke Energy	06/15/2017	-	35520617	06/01/2017	VR	01061517-039	Act#0392903552	130.70	.00

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						CHECK TO VENDOR==>VENDOR DUKE Duke Energy		
						TOTALS	143.41	.00
EQ-The Environ.Quality C	06/15/2017	-	330283	05/31/2017	VR 22061517-108	Haz Waste Grant	7440.29	.00
						CHECK TO VENDOR==>VENDOR EQENVRON EQ-The Environ.Quality Co		
						TOTALS	7440.29	.00
First Call Truck Parts	06/15/2017	-	64754	06/01/2017	VR 22061517-124	#4515 WIX-42809	77.74	.00
						CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts		
						TOTALS	77.74	.00
Fla Municipal Ins Trust	06/15/2017	-	029117Q4	06/01/2017	VR 01061517-046	#0291 Auto Liability	7224.75	.00
Fla Municipal Ins Trust	06/15/2017	-	029117Q4	06/01/2017	VR 01061517-047	#0291 Auto Physical	3424.00	.00
Fla Municipal Ins Trust	06/15/2017	-	029117Q4	06/01/2017	VR 01061517-048	#0291 Property	26031.75	.00
Fla Municipal Ins Trust	06/15/2017	-	029117Q4	06/01/2017	VR 01061517-049	#0291 Workers Comp	37823.50	.00
						CHECK TO VENDOR==>VENDOR FLAMUNIN Fla Municipal Ins Trust		
						TOTALS	74504.00	.00
FourStar Freightliner,In	06/15/2017	-	26758	05/26/2017	VR 22061517-138	#518280 IntakeNoxSensor	30.00	.00
						CHECK TO VENDOR==>VENDOR FOURSTAR FourStar Freightliner,Inc		
						TOTALS	30.00	.00
Fouts Bros Fire Equipmen	06/15/2017	-	24092	06/02/2017	VR 19061517-105	2000 Gal Super Tanker	226000.00	.00
						CHECK TO VENDOR==>VENDOR FOUTSBRO Fouts Bros Fire Equipment		
						TOTALS	226000.00	.00
FPI Unicor Recycling	06/15/2017	-	23450	05/18/2017	VR 22061517-109	Haz Waste Grant	2220.75	.00
FPI Unicor Recycling	06/15/2017	-	23451	05/18/2017	VR 22061517-110	Haz Waste Grant	4247.00	.00
						CHECK TO VENDOR==>VENDOR FPIUNICO FPI Unicor Recycling		
						TOTALS	6467.75	.00
Gulf Coast Lumber/Supply	06/15/2017	-	16765	05/12/2017	VR 01061517-052	#300166 CamoTarp,Bit,Bolt	60.76	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17014	05/17/2017	VR 01061517-053	#300166 HoseMender,Nozzle	92.43	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17015	05/17/2017	VR 01061517-054	#300166 MCQ 2x6x8	13.98	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17106	05/18/2017	VR 01061517-055	#300166 CableTie,Trowel	10.35	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17160	05/19/2017	VR 01061517-056	#300166 Glue,Seal Tape	13.01	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17469	05/25/2017	VR 01061517-058	#300166 Concrete Mix	141.37	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17501	05/25/2017	VR 01061517-057	#300166 MCQ 4x4x12,2x4x16	96.18	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17502	05/26/2017	VR 22061517-125	#300166 BoltsNutsWashers	6.00	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17710	05/31/2017	VR 01061517-061	#300166 Concrete,ChainLnk	174.58	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17757	05/31/2017	VR 01061517-060	#300166 PVC Adapter,Elbow	7.31	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17907	06/03/2017	VR 22061517-140	#300166 2 Cyc Oil	29.94	.00
Gulf Coast Lumber/Supply	06/15/2017	-	17976	06/05/2017	VR 22061517-139	#300166 Hacksaw	17.31	.00

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							CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply* TOTALS	663.22	.00
Total Funds by Hasler	06/15/2017	-	06021701	06/02/2017	VR	01061517-149 #7900 0110 0247 9908		500.00	.00
							CHECK TO VENDOR==>VENDOR HASLER Total Funds by Hasler TOTALS	500.00	.00
Jeff.Co.Health Departmen	06/15/2017	-	D3441488	06/01/2017	VR	01061517-011 #33-BID-3441488		60.00	.00
							CHECK TO VENDOR==>VENDOR HEALTH Jeff.Co.Health Department TOTALS	60.00	.00
Ingram Library Services	06/15/2017	-	98472554	05/11/2017	VR	01061517-035 Act#2005054		152.05	.00
Ingram Library Services	06/15/2017	-	98490212	05/12/2017	VR	01061517-033 Act#2005054		25.48	.00
Ingram Library Services	06/15/2017	-	98490213	05/12/2017	VR	01061517-034 Act#2005054		129.91	.00
Ingram Library Services	06/15/2017	-	98528495	05/16/2017	VR	01061517-030 Act#2005054		12.15	.00
Ingram Library Services	06/15/2017	-	98528496	05/16/2017	VR	01061517-031 Act#2005054		43.04	.00
Ingram Library Services	06/15/2017	-	98528497	05/16/2017	VR	01061517-032 Act#2005054		37.43	.00
Ingram Library Services	06/15/2017	-	98547325	05/17/2017	VR	01061517-029 Act#2005054		31.56	.00
Ingram Library Services	06/15/2017	-	98564339	05/18/2017	VR	01061517-028 Act#2005054		45.90	.00
Ingram Library Services	06/15/2017	-	98564340	05/18/2017	VR	01061517-027 Act#2005054		124.47	.00
Ingram Library Services	06/15/2017	-	98576567	05/19/2017	VR	01061517-026 Act#2005054		92.42	.00
Ingram Library Services	06/15/2017	-	98590588	05/21/2017	VR	01061517-023 Act#2005054		36.54	.00
Ingram Library Services	06/15/2017	-	98590589	05/21/2017	VR	01061517-024 Act#2005054		15.38	.00
Ingram Library Services	06/15/2017	-	98590590	05/21/2017	VR	01061517-025 Act#2005054		176.68	.00
Ingram Library Services	06/15/2017	-	98640053	05/24/2017	VR	01061517-020 Act#2005054		50.76	.00
Ingram Library Services	06/15/2017	-	98640054	05/24/2017	VR	01061517-019 Act#2005054		16.35	.00
Ingram Library Services	06/15/2017	-	98658982	05/25/2017	VR	01061517-021 Act#2005054		10.79	.00
Ingram Library Services	06/15/2017	-	98658983	05/25/2017	VR	01061517-022 Act#2005054		202.31	.00
							CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services TOTALS	1203.22	.00
Jefferson Community Wate	06/15/2017	-	05000617	06/01/2017	VR	22061517-142 Act#0320500		41.07	.00
Jefferson Community Wate	06/15/2017	-	12000617	06/01/2017	VR	19061517-106 Act#0311200		39.36	.00
Jefferson Community Wate	06/15/2017	-	18000617	06/01/2017	VR	01061517-087 Act#0201800		42.21	.00
Jefferson Community Wate	06/15/2017	-	20000617	06/01/2017	VR	01061517-043 Act#0212000		38.50	.00
Jefferson Community Wate	06/15/2017	-	41000617	06/01/2017	VR	22061517-141 Act#0424100		38.79	.00
Jefferson Community Wate	06/15/2017	-	56000617	06/01/2017	VR	22061517-143 Act#0415600		45.63	.00
							CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOTALS	245.56	.00
Jefferson Co. Extension	06/15/2017	-	06011701	06/01/2017	VR	01061517-012 Sams-DayCamp&VoluntLunch		75.54	.00
Jefferson Co. Extension	06/15/2017	-	06021701	06/02/2017	VR	01061517-080 Sams-2 Hour Fuel		15.48	.00
							CHECK TO VENDOR==>VENDOR JEFFEXTE Jefferson Co. Extension TOTALS	91.02	.00
Jones Welding & Industri	06/15/2017	-	VM29588	05/19/2017	VR	01061517-006 #58675 Oxygen		180.40	.00
							CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS	180.40	.00
Ketchum, Wood & Burgert	06/15/2017	-	9-21	06/05/2017	VR	01061517-148 Medical Fees 05/17		4756.20	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CHECK TO VENDOR==>VENDOR KETCHUMW Ketchum, Wood & Burgert							TOTALS	4756.20	.00
Lawson & Lawson Electric	06/15/2017	-	4024	06/01/2017	VR	22061517-144	SolidWaste-TrblshtCompact	187.50	.00
CHECK TO VENDOR==>VENDOR LAWSON&L Lawson & Lawson Electric							TOTALS	187.50	.00
Monticello Carquest Inc.	06/15/2017	-	38142703	04/03/2017	VR	22061517-121	Cust#263 Refrigerant	29.97	.00
Monticello Carquest Inc.	06/15/2017	-	38143038	04/10/2017	VR	22061517-123	Cust#263 Cable Ties	45.19	.00
Monticello Carquest Inc.	06/15/2017	-	38143358	04/17/2017	VR	22061517-122	Cust#263 Hyd Hose Bulk	82.62	.00
Monticello Carquest Inc.	06/15/2017	-	38145160	05/24/2017	VR	01061517-102	Cust#262 Battery,Sealant	84.94	.00
Monticello Carquest Inc.	06/15/2017	-	38145160	05/24/2017	VR	19061517-101	Cust#262 Battery,Sealant	91.98	.00
Monticello Carquest Inc.	06/15/2017	-	38145378	05/30/2017	VR	22061517-112	Cust#263 Hyd Hose-Bulk	153.56	.00
Monticello Carquest Inc.	06/15/2017	-	38145688	06/05/2017	VR	22061517-137	Cust#263 Hyd Hose Bulk	154.94	.00
CHECK TO VENDOR==>VENDOR MONTICARQ Monticello Carquest Inc.							TOTALS	643.20	.00
Monticello News	06/15/2017	-	5307	05/17/2017	VR	01061517-005	Extension-Graduates	75.00	.00
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News							TOTALS	75.00	.00
Mowrey Elevator Co. of F	06/15/2017	-	462446	06/01/2017	VR	01061517-042	#600483 Monthly Billing	184.34	.00
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL							TOTALS	184.34	.00
Municode	06/15/2017	-	00287059	06/07/2017	VR	01061517-154	#10-11624 Web Hosting	950.00	.00
CHECK TO VENDOR==>VENDOR MUNICIPC Municode							TOTALS	950.00	.00
MyOfficeProducts	06/15/2017	-	29312271	06/02/2017	VR	01061517-017	#325674 Safety Tape	61.43	.00
MyOfficeProducts	06/15/2017	-	29332421	06/06/2017	VR	01061517-150	#325674 WetFlrSign,Mop	89.40	.00
CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts							TOTALS	150.83	.00
Office Depot*	06/15/2017	-	8072216	05/31/2017	VR	01061517-084	Bill Number#8072216	274.95	.00
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*							TOTALS	274.95	.00
Osceola Supply Inc.	06/15/2017	-	079881	05/23/2017	VR	01061517-099	Cust#2938 Soap,Towels	92.71	.00
Osceola Supply Inc.	06/15/2017	-	079881	05/23/2017	VR	19061517-100	Cust#2938 Soap,Towels	92.72	.00
CHECK TO VENDOR==>VENDOR OSCEOLA Osceola Supply Inc.							TOTALS	185.43	.00
Piggly Wiggly	06/15/2017	-	3242	06/01/2017	VR	01061517-096	Act#103 CleaningSupplies	88.86	.00
Piggly Wiggly	06/15/2017	-	3242	06/01/2017	VR	19061517-095	Act#103 CleaningSupplies	88.86	.00
Piggly Wiggly	06/15/2017	-	865895	05/30/2017	VR	22061517-118	Act#105 Dog Food,Soap	16.66	.00
CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly							TOTALS	194.38	.00
Pitney Bowes Global	06/15/2017	-	01294123	06/01/2017	VR	01061517-155	Act#0016224117	72.00	.00
Pitney Bowes Global	06/15/2017	-	01294123	06/01/2017	VR	01061517-156	Act#0016224117	72.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR PITBOGLO Pitney Bowes Global		
						TOTALS	144.00	.00
Jefferson Co. Road Dept.	06/15/2017	-	05311704	06/02/2017	VR 22061517-146	Solid Waste Fuel	7138.31	.00
Jefferson Co. Road Dept.	06/15/2017	-	05311707	06/02/2017	VR 01061517-079	Extension Fuel	502.32	.00
Jefferson Co. Road Dept.	06/15/2017	-	05311711	06/02/2017	VR 01061517-086	Mosquito Control Fuel	541.62	.00
						CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.		
						TOTALS	8182.25	.00
Kirk B. Reams	06/15/2017	-	05311701	05/31/2017	VR 01061517-013	Filing Fees 05/17	1763.00	.00
						CHECK TO VENDOR==>VENDOR REAMSKIR Kirk B. Reams		
						TOTALS	1763.00	.00
Redwire	06/15/2017	-	121199	05/25/2017	VR 01061517-081	#W1M1603 Extension	69.91	.00
Redwire	06/15/2017	-	121658	05/30/2017	VR 01061517-041	#W1M0485 Library	80.50	.00
						CHECK TO VENDOR==>VENDOR REDWIRE Redwire		
						TOTALS	150.41	.00
Restoration Assistance	06/15/2017	-	I-022054	06/01/2017	VR 22061517-126	Site Inspection 05/17	2250.00	.00
						CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance		
						TOTALS	2250.00	.00
Right Way Welding & Fabr	06/15/2017	-	1084	04/17/2017	VR 22061517-145	ReplFloor&RepairSide,Door	2350.00	.00
						CHECK TO VENDOR==>VENDOR RIGHTWEL Right Way Welding & Fabri		
						TOTALS	2350.00	.00
Safety First Fire Equip.	06/15/2017	-	2292	04/25/2017	VR 19061517-103	RepairHalePumpCaseonFMC	5613.24	.00
						CHECK TO VENDOR==>VENDOR SAFETYFI Safety First Fire Equip.		
						TOTALS	5613.24	.00
Sniffen & Spellman, PA	06/15/2017	-	17254	06/02/2017	VR 01061517-004	Act#10007-001	604.00	.00
						CHECK TO VENDOR==>VENDOR SNIFFEN& Sniffen & Spellman, PA		
						TOTALS	604.00	.00
Standard Insurance Co.	06/15/2017	-	05151701	05/15/2017	VR 01061517-062	#001436380003 JCBOCC	748.62	.00
						CHECK TO VENDOR==>VENDOR STANDINS Standard Insurance Co.		
						TOTALS	748.62	.00
Suburban Propane	06/15/2017	-	04301701	04/30/2017	VR 19061517-104	Act#1784-228892	.44	.00
						CHECK TO VENDOR==>VENDOR SUBURBAN Suburban Propane		
						TOTALS	.44	.00
The Bancorp	06/15/2017	-	385428	05/31/2017	VR 01061517-088	#12788-36274,36275,32676	2397.72	.00
						CHECK TO VENDOR==>VENDOR THEBANCO The Bancorp		
						TOTALS	2397.72	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE NUMBER	VOUCHER TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Tri-County Electric Coop	06/15/2017	-	90090517	05/30/2017	VR 22061517-120	Act#72001059009	125.19	.00
Tri-County Electric Coop	06/15/2017	-	90110517	05/30/2017	VR 22061517-119	Act#72001059011	114.83	.00
CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop. TOTALS							240.02	.00
UniFirst Corporation	06/15/2017	-	0137845	06/01/2017	VR 22061517-127	Cust#1237569	245.82	.00
UniFirst Corporation	06/15/2017	-	0137855	06/01/2017	VR 01061517-036	Cust#1311916	80.67	.00
UniFirst Corporation	06/15/2017	-	0138314	06/08/2017	VR 01061517-153	Cust#1311916	80.67	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS							407.16	.00
US Postal Service	06/15/2017	-	546-2017	06/05/2017	VR 01061517-045	Box #547 Annual Fee	112.00	.00
CHECK TO VENDOR==>VENDOR USPS US Postal Service TOTALS							112.00	.00
Veolia ES Tech Solutions	06/15/2017	-	W1353495	06/01/2017	VR 22061517-111	#205152 Haz Waste Grant	766.94	.00
CHECK TO VENDOR==>VENDOR VEOLIAES Veolia ES Tech Solutions TOTALS							766.94	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-063	#222501100-1 #9786284600	20.62	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-064	#222501100-1 #9786284600	11.86	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-065	#222501100-1 #9786284600	11.87	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-066	#222501100-1 #9786284600	54.19	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-067	#222501100-1 #9786284600	.22	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-068	#222501100-1 #9786284600	2.20	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-069	#222501100-1 #9786284600	124.33	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-070	#222501100-1 #9786284600	132.42	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-072	#222501100-1 #9786284600	20.88	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 01061517-073	#222501100-1 #9786284600	94.85	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 19061517-071	#222501100-1 #9786284600	132.41	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 22061517-074	#222501100-1 #9786284600	470.32	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 22061517-075	#222501100-1 #9786284600	11.68	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							1087.85	.00
Wastebuilt	06/15/2017	-	3144183	05/31/2017	VR 22061517-128	Cust#111601 BanjoPin,Nut	50.37	.00
CHECK TO VENDOR==>VENDOR WASTEBUI Wastebuilt TOTALS							50.37	.00
W.E.C. Air Cond & Heatin	06/15/2017	-	1020-62	06/01/2017	VR 01061517-083	Drain Line	119.00	.00
CHECK TO VENDOR==>VENDOR WECAIR W.E.C. Air Cond & Heating TOTALS							119.00	.00
WEC Heating & A/C, Inc.	06/15/2017	-	C-19239	05/24/2017	VR 01061517-002	Heat Pump @ Jail	5226.00	.00
CHECK TO VENDOR==>VENDOR WECHEAT WEC Heating & A/C, Inc. TOTALS							5226.00	.00
2k webgroup	06/15/2017	-	5751	06/01/2017	VR 01061517-082	MonthlyMaint&Hosting	219.45	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup	TOTALS 219.45	.00
						CASH ACCOUNT # 011010000	TOTALS 430295.93	.00
						BANK ACCOUNT # 0101001611	TOTALS 430295.93	.00
						FINAL REPORT TOTALS	430295.93	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008		G/L CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
AG-PRO Companies	06/15/2017	-	P32634	06/01/2017	VR 11061517-013	JEFFE0006 Coolant,PushPul	156.29	.00
						CHECK TO VENDOR==>VENDOR AGPRO AG-PRO Companies TOTALS	156.29	.00
A Mining Group, LLC	06/15/2017	-	77839	05/23/2017	VR 11061517-024	Brock Rd, Yard	3978.88	.00
A Mining Group, LLC	06/15/2017	-	77877	05/24/2017	VR 11061517-023	Brock Rd, Yard	3040.84	.00
A Mining Group, LLC	06/15/2017	-	77912	05/25/2017	VR 11061517-025	Yard	2570.56	.00
A Mining Group, LLC	06/15/2017	-	77967	05/26/2017	VR 11061517-022	Brock Rd	562.35	.00
A Mining Group, LLC	06/15/2017	-	77993	05/30/2017	VR 11061517-021	Cedar Ln, Taylor Rd	216.06	.00
						CHECK TO VENDOR==>VENDOR AMININGG A Mining Group, LLC TOTALS	10368.69	.00
Antelope Computer Servic	06/15/2017	-	503	05/31/2017	VR 11061517-004	RoadDept-MicOff&AVGInstal	140.00	.00
						CHECK TO VENDOR==>VENDOR ANTELOPE Antelope Computer Service TOTALS	140.00	.00
BancorpSouth	06/15/2017	-	78000143	07/05/2017	VR 11061517-012	#002-0070780-001	1278.00	.00
						CHECK TO VENDOR==>VENDOR BANCORPS BancorpSouth TOTALS	1278.00	.00
Big Bend Tire	06/15/2017	-	10530	05/01/2017	VR 11061517-007	RoadDept-New Tire	368.96	.00
Big Bend Tire	06/15/2017	-	10727	05/16/2017	VR 11061517-006	RoadDept-New Tires (2)	628.00	.00
Big Bend Tire	06/15/2017	-	10737	05/16/2017	VR 11061517-005	RoadDept-ServCall,Tractor	153.18	.00
						CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire TOTALS	1150.14	.00
CSX Transportation Inc	06/15/2017	-	8334176	05/24/2017	VR 11061517-001	#DOT625535C TurkeyScratch	1701.00	.00
CSX Transportation Inc	06/15/2017	-	8334177	05/24/2017	VR 11061517-002	#DOT625568P LloydCreek	1701.00	.00
						CHECK TO VENDOR==>VENDOR CSX CSX Transportation Inc TOTALS	3402.00	.00
Jones Welding & Industri	06/15/2017	-	00493558	05/31/2017	VR 11061517-019	#58688 Cylinder Rental	65.10	.00
						CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS	65.10	.00
Kimball Midwest	06/15/2017	-	5638232	05/26/2017	VR 11061517-011	#085524 Terminal,CableTie	153.80	.00
						CHECK TO VENDOR==>VENDOR KIMBALLM Kimball Midwest TOTALS	153.80	.00
Grubbs Auto Parts, LLC	06/15/2017	-	220943	05/31/2017	VR 11061517-020	#1699 Oxygen	12.71	.00
						CHECK TO VENDOR==>VENDOR NAPAAUTO Grubbs Auto Parts, LLC TOTALS	12.71	.00
O'Reilly Automotive, Inc	06/15/2017	-	5-294540	05/31/2017	VR 11061517-018	#336410 Combo Pack	72.29	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
O'Reilly Automotive, Inc	06/15/2017	-	5-294669	06/01/2017	VR 11061517-017	#336410 CREDIT	-72.29	.00
O'Reilly Automotive, Inc	06/15/2017	-	5-294671	06/01/2017	VR 11061517-016	#336410 VacPump,GaugeSet	281.99	.00
O'Reilly Automotive, Inc	06/15/2017	-	5-295155	06/05/2017	VR 11061517-014	#336410 Drill Bits	19.57	.00
O'Reilly Automotive, Inc	06/15/2017	-	5-295207	06/05/2017	VR 11061517-015	#336410 Exchange	.00	.00
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc. TOTALS							301.56	.00
Ring Power Corporation*	06/15/2017	-	C3115747	05/31/2017	VR 11061517-010	#024320 Mirror	90.81	.00
Ring Power Corporation*	06/15/2017	-	C3123839	06/01/2017	VR 11061517-008	#024320 Mirror	90.81	.00
Ring Power Corporation*	06/15/2017	-	C3123840	06/01/2017	VR 11061517-009	#024320 CREDIT	-90.81	.00
CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation* TOTALS							90.81	.00
Tri-County Electric Coop	06/15/2017	-	90060517	05/30/2017	VR 11061517-003	Act#72001059006	30.68	.00
CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop. TOTALS							30.68	.00
Verizon Wireless	06/15/2017	-	97862846	05/23/2017	VR 11061517-026	#222501100-1 #9786284600	88.74	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							88.74	.00
CASH ACCOUNT # 111010000 TOTALS							17238.52	.00
BANK ACCOUNT # 0101006511 TOTALS							17238.52	.00
FINAL REPORT TOTALS							17238.52	.00

ITEM 5(a)

**WACISSA RIVER COMMITTEE
RECOMMENDED PROJECTS-
STATE EXPENDITURE PLAN-
RESTORE ACT, POT 3**

Wacissa River Committee Recommended Projects for the State Expenditure Plan, RESTORE Act, Pot 3

1. Wacissa Springs Park Improvements

Continued enhancements to the Wacissa River headwaters and park to include boat ramp improvements, parking expansion, restrooms, picnic shelters, boardwalk, storm water maintenance and other best management practices to reduce sediments. Funds will be used to match a Land and Water Conservation Grant already approved for Jefferson County. This project will continue the county's efforts to restore and protect the natural resources, especially protection of the springheads. Further, the project will enhance recreational uses and safety.

Estimated project cost: \$400,000; \$200,000 requested from RESTORE Act Pot 3 to be used as match for the Land and Water Conservation Grant

2. Land Acquisition for a New Boat Ramp (Malloy's Landing)

Acquire property commonly referred to as "Malloy's Landing" with intent to construct a second boat ramp to provide access to the Wacissa River. The project scope would include purchase, design, permitting and construction. Acquisition of this property will protect the Wacissa River's water sources and wetlands, and deflect subdivision developments and consumptive use that may threaten the quantity and quality of the river's water sources. Additionally, providing another boater access point will relieve pressure and use at the head of the river.

3. Eradicate Exotic Vegetation

Exotic vegetation and specifically hydrilla has become an increasing occurrence in the Wacissa River. Hydrilla is prevalent from Horsehead Spring all the way to the dam. Water quality is degraded and recreational activities are limited because of the thick infestation of the hydrilla and attached algae. Over the years, various forms of treatment have occurred with limited success. According to a report where the Wakulla River was treated for the same or very similar problem, an herbicide application of Aquathol K was done which met with remarkable success. The scope of this project is to examine this and other options for removing and eliminating exotic vegetation in the Wacissa River, and applying the preferred option. (See Degradation of Water Quality at Wakulla Springs, Florida dated December 2005, Appendix D, History of History of Hydrilla Removal Efforts at Wakulla Springs by Scott Savery, FDEP, Wakulla Springs, State Park Biologist.)

4. Walking Trails on East Side of Park

Enhance recreational opportunities by providing walking trails on the east side of the Wacissa River head waters park. Low impact trails would be designed to ensure maximum protection of the ecosystem.

5. Paving at Intersection of Dirt Roads with Water Bodies

Dirt roads are inherently unstable surfaces. During periods of very dry weather there is considerable dust blown into the surrounding areas by passing vehicles. The dust covers the vegetation and eventually is washed down by rain. During periods of wet weather and particularly heavy storm events the surface is simply washed off the roads. In both cases the road material goes into the water system and becomes silt. Flow and depth of the water impacts the immediate movement of the silt. Until a hurricane or tropical storm, it sits as a reservoir of silt waiting to be flushed down stream. The object of this projects it to eliminate this source of silt from the water system. All such intersections would be paved across the water body and for a distance on either side of the intersection to eliminate the deposit of the road material in the water system. A first step would be an inventory of all dirt road and water body intersections followed by an assessment of the amount of paving necessary to achieve the objective. Finally, the implementation of a road construction project would complete the objective.

6. Goose Pasture Park and Boating Improvements

Goose Pasture is approximately a 10 acre recreational site owned and managed by the Suwannee River Water Management District. It is a primitive park as recreation is not the primary function of the district. However, because of its location and size it has a big potential for environmental and recreational improvements. This project is expected to have at least three parts being 1) improving the camping and day use facilities, 2) improving the boat ramp and water access and 3) linking the site to near-by natural features and, education and environmental protection. Included in the camping and day-use facilities would be environmentally secure toilet facilities, designated picnic areas, limited number campsite system and associated rules for use. Included in ramp and water access would be an analysis for the best location of a multi-use ramp for launch and haul out of motor and paddleboats, construction of ramp and dock, and associated parking for vehicle and trailer control. Included in linking would be map and educational kiosks showing where trails (foot and paddle) are to primitive camping and natural features, information on the flora and fauna with educational facts about their habits and environmental sensitivity, and potential construction or clearing of trails to interconnect existing or future planned sites. Taking this large site from Suwannee River Water Management District and making the improvements would have the dual benefit of protecting the natural resource and establishing an enhanced set of features and facilities for education and use.

7. Land Acquisitions

This project will explore acquiring privately owned parcels along the Wacissa River aimed at protecting and restoring wetlands and riparian habitats adjacent to the river and enhancing recreational access and opportunities. Restoration will include hydrologic restoration of wetlands, riparian buffers, invasive species management, debris removal and bank stabilization. Recreational activities will include greenway trails and primitive campsites for the public. County ownership of these parcels will deflect subdivision developments and consumptive use that may threaten the quantity and quality of the river's water resources. Protection of these wetlands will help ensure a long future for anglers, boaters, hikers, campers and other nature lovers who enjoy the outdoors.

8. Improvements to the Dam During the 1950's a bridge was built across the Wacissa River as a railroad crossing for the logging industry. The bridge has become an integral part of the culture and community and defines the upper and lower Wacissa River. It has allowed the continuous use of the upper river during periods of drought and low water. This project would be an overhaul and improvement of the damn. By removing the trees and other vegetation growing through the structure, repairing the structure of the damn and building in flow features such as spillways and sluice gates the damn will become a management tool for the continued health of the river and safety of those who use it. Additionally, a boat lock would allow access for law enforcement and state agencies to have easier access to the entire river's length from the headwaters giving faster and easier access to fulfill their safety and environmental responsibilities. The lock would allow motor and non-motor craft access for birding, fishing and exercise. The flow features would allow for continued flow at the current rates as the river produces approximately a constant amount of water through the spring system. These features would allow for flow control during heavy hurricane or tropical storm periods thereby protecting the banks of the river from flooding and related erosion.

Community and Citizens Recommended Projects for the State Expenditure Plan, RESTORE Act, Pot 3

Aging Lift Stations within the City of Monticello

This project is intended to upgrade the existing wastewater system by replacing three outdated and aging lift stations within the wastewater treatment system owned, operated and maintained by the City of Monticello, in Jefferson County, Florida. This project is expected to increase the efficiency of the wastewater system owned and operated by the City of Monticello. The existing lift stations to be updated are outdated and repair and/or replacement will reduce maintenance costs, health and safety concerns and provides water quality through mitigation of possible wastewater overflows into the surface water system in the Lake Miccosukee basin.

Estimated project cost: \$400,000 requested from RESTORE Act Pot 3

SR 59 Life Station & Force Main

The purpose of this project is to project sanitary sewer service to the intersection of I-10 and SR 59. This area is developing and currently has only septic tanks and a package plant. Septic effluents impact the Aucilla basin. Economic development is impeded by lack of sewer availability. Reduce nutrient loads and improve water quality in the Aucilla basin.

Estimated Project Cost \$2.3 Million

I-10 and SR 59 SW quadrant infrastructure improvement

Provide infrastructural including utility, roadway and storm water management facilities to support economic development at the SW corner of the I-10 and SR 59 intersection. Existing package plant will not support full development of site. Other infrastructure is needed to fully access and develop property. Reduce nutrient loads and improve water quality in the Aucilla basin.

Estimated Project Cost \$4.2 Million – Leveraged Funds CDBG \$1.5 million for economic development

June 1, 2017

ITEM 5(b)

**IMPLEMENTATION OF CHAPTER 2016-89,
LAWS OF FLORIDA**

MEMORANDUM

Date: June 1, 2017

To: Board of County Commissioners

From: Angela C. Gray, CFA

Re: Prohibition of levying Special Assessments
On Certain Agricultural Lands for Fire Protection Services

The Property Appraiser's office respectfully requests your direction in regard to implementing the 2016 Legislative Session's passing of a prohibition of levying a Fire Assessment on Certain Agricultural Lands. (See Chapter 2016-89 attached).

This act is to take effect November 1, 2017. I am asking for a determination from the Board to do one of the following:

- Create assessment on the 2017 Tax Roll so it will appear on the TRIM Notice in August 2017 and Tax Bills November 2017

Or

- Create assessment on the 2018 Tax Roll so it will appear on the TRIM Notice in August 2018 and Tax Bills November 2018

As previously reported, the estimated impact of this change in the law is a \$11,000 decrease to the Fire Assessment revenues.

Please advise in writing to our office by Friday June 16th to allow our staff time to make data entries to complete the tax roll by July 1st. Attached are associated Florida Statutes and a copy of the County's Fire Assessment Ordinance for your reference.

Select Year: 2016

The 2016 Florida Statutes

[Title XI](#)[Chapter 125](#)[View Entire Chapter](#)

COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS COUNTY GOVERNMENT

125.01 Powers and duties.—

(1) The legislative and governing body of a county shall have the power to carry on county government. To the extent not inconsistent with general or special law, this power includes, but is not restricted to, the power to:

- (a) Adopt its own rules of procedure, select its officers, and set the time and place of its official meetings.
 - (b) Provide for the prosecution and defense of legal causes in behalf of the county or state and retain counsel and set their compensation.
 - (c) Provide and maintain county buildings.
 - (d) Provide fire protection, including the enforcement of the Florida Fire Prevention Code, as provided in ss. [633.206](#) and [633.208](#), and adopt and enforce local technical amendments to the Florida Fire Prevention Code as provided in those sections and pursuant to s. [633.202](#).
 - (e) Provide hospitals, ambulance service, and health and welfare programs.
 - (f) Provide parks, preserves, playgrounds, recreation areas, libraries, museums, historical commissions, and other recreation and cultural facilities and programs.
 - (g) Prepare and enforce comprehensive plans for the development of the county.
 - (h) Establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public.
 - (i) Adopt, by reference or in full, and enforce housing and related technical codes and regulations.
 - (j) Establish and administer programs of housing, slum clearance, community redevelopment, conservation, flood and beach erosion control, air pollution control, and navigation and drainage and cooperate with governmental agencies and private enterprises in the development and operation of such programs.
 - (k)1. Provide and regulate waste and sewage collection and disposal, water and alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems, and conservation programs.
2. The governing body of a county may require that any person within the county demonstrate the existence of some arrangement or contract by which such person will dispose of solid waste in a manner consistent with county ordinance or state or federal law. For any person who will produce special wastes or biomedical waste, as the same may be defined by state or federal law or county ordinance, the county may require satisfactory proof of a contract or similar arrangement by which such special or biomedical wastes will be collected by a qualified and duly licensed collector and disposed of in accordance with the laws of Florida or the Federal Government.
- (l) Provide and operate air, water, rail, and bus terminals; port facilities; and public transportation systems.
 - (m) Provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities; eliminate grade crossings; regulate the placement of signs, lights, and other structures within the right-of-way limits of the county road system; provide and regulate parking facilities; and develop and enforce plans for the control of traffic and parking. Revenues derived from the operation of toll roads, bridges, tunnels, and related facilities may, after provision has been made for the payment of operation and maintenance expenses of such toll facilities and any debt service on indebtedness incurred with respect thereto, be utilized for the payment of costs related to any other transportation facilities within the county, including the purchase of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of such transportation facilities; and the payment of indebtedness incurred with respect to such transportation facilities.
 - (n) License and regulate taxis, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire that operate in the unincorporated areas of the county; except that any constitutional charter county as defined in s. [125.011\(1\)](#) shall on July 1, 1988, have been authorized to have issued a number of permits to operate taxis which is no less than the ratio of one permit for each 1,000 residents of said county, and any such new permits issued after June 4, 1988, shall be

issued by lottery among individuals with such experience as a taxi driver as the county may determine.

(o) Establish and enforce regulations for the sale of alcoholic beverages in the unincorporated areas of the county pursuant to general law.

(p) Enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.

(q) Establish, and subsequently merge or abolish those created hereunder, municipal service taxing or benefit units for any part or all of the unincorporated area of the county, within which may be provided fire protection; law enforcement; beach erosion control; recreation service and facilities; water; alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems; streets; sidewalks; street lighting; garbage and trash collection and disposal; waste and sewage collection and disposal; drainage; transportation; indigent health care services; mental health care services; and other essential facilities and municipal services from funds derived from service charges, special assessments, or taxes within such unit only. Subject to the consent by ordinance of the governing body of the affected municipality given either annually or for a term of years, the boundaries of a municipal service taxing or benefit unit may include all or part of the boundaries of a municipality. If ad valorem taxes are levied to provide essential facilities and municipal services within the unit, the millage levied on any parcel of property for municipal purposes by all municipal service taxing units and the municipality may not exceed 10 mills. This paragraph authorizes all counties to levy additional taxes, within the limits fixed for municipal purposes, within such municipal service taxing units under the authority of the second sentence of s. 9(b), Art. VII of the State Constitution.

¹(r) Levy and collect taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit, and special assessments; borrow and expend money; and issue bonds, revenue certificates, and other obligations of indebtedness, which power shall be exercised in such manner, and subject to such limitations, as may be provided by general law. There shall be no referendum required for the levy by a county of ad valorem taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit.

(s) Make investigations of county affairs; inquire into accounts, records, and transactions of any county department, office, or officer; and, for these purposes, require reports from any county officer or employee and the production of official records.

(t) Adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law.

(u) Create civil service systems and boards.

(v) Require every county official to submit to it annually, at such time as it may specify, a copy of the official's operating budget for the succeeding fiscal year.

(w) Perform any other acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law.

(x) Employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the county and its agencies and governmental subdivisions. Entities that are funded wholly or in part by the county, at the discretion of the county, may be required by the county to conduct a performance audit paid for by the county. An entity shall not be considered as funded by the county by virtue of the fact that such entity utilizes the county to collect taxes, assessments, fees, or other revenue. If an independent special district receives county funds pursuant to a contract or interlocal agreement for the purposes of funding, in whole or in part, a discrete program of the district, only that program may be required by the county to undergo a performance audit. Not fewer than five copies of each complete audit report, with accompanying documents, shall be filed with the clerk of the circuit court and maintained there for public inspection. The clerk shall thereupon forward one complete copy of the audit report with accompanying documents to the Auditor General.

(y) Place questions or propositions on the ballot at any primary election, general election, or otherwise called special election, when agreed to by a majority vote of the total membership of the legislative and governing body, so as to obtain an expression of elector sentiment with respect to matters of substantial concern within the county. No special election may be called for the purpose of conducting a straw ballot. Any election costs, as defined in s. 97.021, associated with any ballot question or election called specifically at the request of a district or for the creation of a district shall be paid by the district either in whole or in part as the case may warrant.

(z) Approve or disapprove the issuance of industrial development bonds authorized by law for entities within its geographic jurisdiction.

(aa) Use ad valorem tax revenues to purchase any or all interests in land for the protection of natural floodplains,

marshes, or estuaries; for use as wilderness or wildlife management areas; for restoration of altered ecosystems; or for preservation of significant archaeological or historic sites.

(bb) Enforce the Florida Building Code, as provided in s. [553.80](#), and adopt and enforce local technical amendments to the Florida Building Code, pursuant to s. [553.73\(4\)\(b\)](#) and (c).

(cc) Prohibit a business entity, other than a county tourism promotion agency, from using names as specified in s. [125.0104\(9\)\(e\)](#) when representing itself to the public as an entity representing tourism interests of the county levying the local option tourist development tax under s. [125.0104](#).

(2) The board of county commissioners shall be the governing body of any municipal service taxing or benefit unit created pursuant to paragraph (1)(q).

(3)(a) The enumeration of powers herein may not be deemed exclusive or restrictive, but is deemed to incorporate all implied powers necessary or incident to carrying out such powers enumerated, including, specifically, authority to employ personnel, expend funds, enter into contractual obligations, and purchase or lease and sell or exchange real or personal property. The authority to employ personnel includes, but is not limited to, the authority to determine benefits available to different types of personnel. Such benefits may include, but are not limited to, insurance coverage and paid leave. The provisions of chapter 121 govern the participation of county employees in the Florida Retirement System.

(b) The provisions of this section shall be liberally construed in order to effectively carry out the purpose of this section and to secure for the counties the broad exercise of home rule powers authorized by the State Constitution.

(4) The legislative and governing body of a county shall not have the power to regulate the taking or possession of saltwater fish, as defined in s. [379.101](#), with respect to the method of taking, size, number, season, or species. However, this subsection does not prohibit a county from prohibiting, for reasons of protecting the public health, safety, or welfare, saltwater fishing from real property owned by that county, nor does it prohibit the imposition of excise taxes by county ordinance.

(5)(a) To an extent not inconsistent with general or special law, the governing body of a county shall have the power to establish, and subsequently merge or abolish those created hereunder, special districts to include both incorporated and unincorporated areas subject to the approval of the governing body of the incorporated area affected, within which may be provided municipal services and facilities from funds derived from service charges, special assessments, or taxes within such district only. Such ordinance may be subsequently amended by the same procedure as the original enactment.

(b) The governing body of such special district shall be composed of county commissioners and may include elected officials of the governing body of an incorporated area included in the boundaries of the special district, with the basis of apportionment being set forth in the ordinance creating the special district.

(c) It is declared to be the intent of the Legislature that this subsection is the authorization for the levy by a special district of any millage designated in the ordinance creating such a special district or amendment thereto and approved by vote of the electors under the authority of the first sentence of s. 9(b), Art. VII of the State Constitution. It is the further intent of the Legislature that a special district created under this subsection include both unincorporated and incorporated areas of a county and that such special district may not be used to provide services in the unincorporated area only.

(6)(a) The governing body of a municipality or municipalities by resolution, or the citizens of a municipality or county by petition of 10 percent of the qualified electors of such unit, may identify a service or program rendered specially for the benefit of the property or residents in unincorporated areas and financed from countywide revenues and petition the board of county commissioners to develop an appropriate mechanism to finance such activity for the ensuing fiscal year, which may be by taxes, special assessments, or service charges levied or imposed solely upon residents or property in the unincorporated area, by the establishment of a municipal service taxing or benefit unit pursuant to paragraph (1)(q), or by remitting the identified cost of service paid from revenues required to be expended on a countywide basis to the municipality or municipalities, within 6 months of the adoption of the county budget, in the proportion that the amount of county ad valorem taxes collected within such municipality or municipalities bears to the total amount of countywide ad valorem taxes collected by the county, or by any other method prescribed by state law.

(b) The board of county commissioners shall, within 90 days, file a response to such petition, which response shall either reflect action to develop appropriate mechanisms or shall reject such petition and state findings of fact demonstrating that the service does not specially benefit the property or residents of the unincorporated areas.

(7) No county revenues, except those derived specifically from or on behalf of a municipal service taxing unit, special district, unincorporated area, service area, or program area, shall be used to fund any service or project provided by the county when no real and substantial benefit accrues to the property or residents within a municipality or municipalities.

History.—s. 1, ch. 1882, 1872; s. 1, ch. 3039, 1877; RS 578; GS 769; s. 1, ch. 6842, 1915; RGS 1475; CGL 2153; s. 1, ch. 59-436; s. 1, ch. 69-265; ss.

1, 2, 6, ch. 71-14; s. 2, ch. 73-208; s. 1, ch. 73-272; s. 1, ch. 74-150; ss. 1, 2, 4, ch. 74-191; s. 1, ch. 75-63; s. 1, ch. 77-33; s. 1, ch. 79-87; s. 1, ch. 80-407; s. 1, ch. 83-1; s. 17, ch. 83-271; s. 12, ch. 84-330; s. 2, ch. 87-92; s. 1, ch. 87-263; s. 9, ch. 87-363; s. 2, ch. 88-163; s. 18, ch. 88-286; s. 2, ch. 89-273; s. 1, ch. 90-175; s. 1, ch. 90-332; s. 1, ch. 91-238; s. 1, ch. 92-90; s. 1, ch. 93-207; s. 41, ch. 94-224; s. 31, ch. 94-237; s. 1, ch. 94-332; s. 1433, ch. 95-147; s. 1, ch. 95-323; s. 41, ch. 96-397; s. 42, ch. 97-13; s. 2, ch. 2000-141; s. 34, ch. 2001-186; s. 36, ch. 2001-266; s. 3, ch. 2001-372; s. 20, ch. 2002-281; s. 1, ch. 2003-78; ss. 27, 28, ch. 2003-415; s. 184, ch. 2008-247; s. 2, ch. 2011-143; s. 122, ch. 2013-183; s. 1, ch. 2014-7; s. 1, ch. 2016-89.

¹Note.—Section 1, ch. 2016-89, amended paragraph (1)(r), effective November 1, 2017, to read:

(r) Levy and collect taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit, and special assessments; borrow and expend money; and issue bonds, revenue certificates, and other obligations of indebtedness, which power shall be exercised in such manner, and subject to such limitations, as may be provided by general law. There shall be no referendum required for the levy by a county of ad valorem taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit. Notwithstanding any other provision of law, a county may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under s. 193.461 unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. As used in this paragraph, the term “agricultural pole barn” means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

Select Year: 2016

The 2016 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 170](#)
SUPPLEMENTAL AND ALTERNATIVE METHOD OF MAKING LOCAL
MUNICIPAL IMPROVEMENTS

[View Entire
Chapter](#)

170.01 Authority for providing improvements and levying and collecting special assessments against property benefited.—

(1) Any municipality of this state may, by its governing authority:

(a) Provide for the construction, reconstruction, repair, paving, repaving, hard surfacing, rehard surfacing, widening, guttering, and draining of streets, boulevards, and alleys; for grading, regrading, leveling, laying, relaying, paving, repaving, hard surfacing, and rehard surfacing of sidewalks; for constructing or reconstructing permanent pedestrian canopies over public sidewalks; and in connection with any of the foregoing, provide related lighting, landscaping, street furniture, signage, and other amenities as determined by the governing authority of the municipality;

(b) Order the construction, reconstruction, repair, renovation, excavation, grading, stabilization, and upgrading of greenbelts, swales, culverts, sanitary sewers, storm sewers, outfalls, canals, primary, secondary, and tertiary drains, water bodies, marshlands, and natural areas, all or part of a comprehensive stormwater management system, including the necessary appurtenances and structures thereto and including, but not limited to, dams, weirs, and pumps;

(c) Order the construction or reconstruction of water mains, water laterals, alternative water supply systems, including, but not limited to, reclaimed water, aquifer storage and recovery, and desalination systems, and other water distribution facilities, including the necessary appurtenances thereto;

(d) Pay for the relocation of utilities, including the placement underground of electrical, telephone, and cable television services, pursuant to voluntary agreement with the utility, but nothing contained in this paragraph shall affect a utility's right to locate or relocate its facilities on its own initiative at its own expense;

(e) Provide for the construction or reconstruction of parks and other public recreational facilities and improvements, including appurtenances thereto;

(f) Provide for the construction or reconstruction of seawalls;

(g) Provide for the drainage and reclamation of wet, low, or overflowed lands;

(h) Provide for offstreet parking facilities, parking garages, or similar facilities;

(i) Provide for mass transportation systems;

(j) Provide for improvements to permit the passage and navigation of watercraft; and

(k) Provide for the payment of all or any part of the costs of any such improvements by levying and collecting special assessments on the abutting, adjoining, contiguous, or other specially benefited property.

However, offstreet parking facilities, parking garages, or other similar facilities and mass transportation systems must be approved by vote of a majority of the affected property owners. Any municipality which is legally obligated for providing capital improvements for water, alternative water supplies, including, but not limited to, reclaimed water, water from aquifer storage and recovery, and desalination systems, or sewer facilities within an unincorporated area of the county may recover the costs of the capital improvements by levying and collecting special assessments for the purposes authorized in this section on the specially benefited property; however, collections of the special assessment shall not take place until the specially benefited property connects to the capital improvement.

(2) Special assessments may be levied only for the purposes enumerated in this section and shall be levied only on benefited real property at a rate of assessment based on the special benefit accruing to such property from such improvements when the improvements funded by the special assessment provide a benefit which is different in type or degree from benefits provided to the community as a whole.

(3) Any municipality, subject to the approval of a majority of the affected property owners, may levy and collect special assessments against property benefited for the purpose of stabilizing and improving:

- (a) Retail business districts,
- (b) Wholesale business districts, or
- (c) Nationally recognized historic districts,

or any combination of such districts, through promotion, management, marketing, and other similar services in such districts of the municipality. This subsection does not authorize a municipality to use bond proceeds to fund ongoing operations of these districts.

History.—s. 1, ch. 9298, 1923; CGL 3022; s. 1, ch. 59-396; s. 1, ch. 67-552; s. 1, ch. 78-360; s. 32, ch. 79-164; s. 1, ch. 82-198; s. 32, ch. 83-204; s. 1, ch. 83-337; s. 1, ch. 87-103; s. 39, ch. 91-45; s. 1, ch. 92-156; s. 2, ch. 94-344; s. 4, ch. 95-323; s. 2, ch. 2016-89.

¹Note.—Section 2, ch. 2016-89, added subsection (4), effective November 1, 2017, to read:

(4) Notwithstanding any other provision of law, a municipality may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under s. 193.461 unless the land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of \$10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. As used in this subsection, the term “agricultural pole barn” means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

- [Sec. 30-59. - Exception.](#)

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- Chapter 30 - SPECIAL DISTRICTS
 - • ARTICLE I. - IN GENERAL
 -
 - Secs. 30-1—30-18. - Reserved.
 - • ARTICLE II. - SPECIAL FIRE DISTRICT
 -
 - Sec. 30-19. - Definitions.

- The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dwelling unit means any structure suitable or commonly used for residential purposes by a single-family or familial group, and includes all single-family residences, including modular homes and mobile homes, and includes each apartment, townhouse, condominium or cooperative unit of a multifamily structure. All mobile homes shall be included in this definition whether or not a mobile home has an RP tag, except a mobile home of less than 400 square feet of actual floor space, which is not occupied as a dwelling on a continuing and regular basis. Further, all residences, including those residences held as rental property, are included whether or not occupied, except mobile homes held as inventory on a sale lot by a mobile home dealer.

Property class code means the use code designating property type as set forth in F.A.C. 12D-8.008 and as used by the county property appraiser in identifying property types in the county ad valorem tax assessment role.

Special assessment means that nonad valorem assessment imposed upon a parcel of real property located within the boundaries of the county, to provide the specific services and facilities described in this article.

(Ord. No. 89-1, § 4-A, 2-1-1989; Ord. No. 89-4, § 3, 8-17-1989)

- Sec. 30-20. - Creation; boundaries.
- Pursuant to the powers granted to the board of county commissioners by the state constitution and the state statutes, in particular F.S. § 125.01, the affirmative referendum dated November 4, 1986, the board of county commissioners hereby creates a municipal service benefit unit to be known as special fire district, referred to in this article as the "district," and more particularly described as all unincorporated areas of the county.

(Ord. No. 89-1, § 1, 2-1-1989)

State law reference— Authority to create municipal service benefit units, F.S. § 125.01(1)(q).

- Sec. 30-21. - Purpose.

- The purpose of this district is to provide the unincorporated areas of the county with fire protection.

(Ord. No. 89-1, § 2, 2-1-1989)

- Sec. 30-22. - Governing body.

- The board of county commissioners shall be the governing body of this district.

(Ord. No. 89-1, § 3, 2-1-1989)

State law reference— Governing body, F.S. § 125.01(5)(b).

- Sec. 30-23. - General powers of governing body.

- The board of county commissioners shall have all powers necessary or convenient to carry out the purpose of this article and such additional rights and powers as are provided by the state constitution and the laws of the state.

(Ord. No. 89-1, § 4, 2-1-1989)

- Sec. 30-24. - Special assessments.

- (a)

The board of county commissioners shall have the right, power and authority to levy special assessments against the taxable benefited structural improvements within such district to provide funds for the purpose of the district.

(b)

The amount and/or rate of such special assessments shall be reasonable and shall be fixed by a resolution of the board of county commissioners so as to fairly apportion the cost of providing fire protection among the real property benefited within the district.

(c)

The amount and/or rate of such assessments may be changed annually by the board of county commissioners as authorized by law, providing that the amount and/or rate shall be reasonable so as to fairly, equitably and reasonably apportion the cost of providing solid waste disposal service among the property benefited thereby.

(d)

Pursuant to the provisions of F.S. § 197.3632, all special assessments levied hereby shall comply with the terms of F.S. § 197.2632 for all tax years beginning October 1, 1989, and thereafter all such special assessments or nonad valorem assessments shall be assessed and collected as provided for in F.S. § 197.3632.

(e)

The rates of such assessments for the tax year beginning January 1, 1989, shall be as follows:

(1)

For each single-family dwelling, \$45.00.

(2)

For each dwelling unit within multiple-family housing units, \$35.00.

(3)

For each commercial property, \$0.025 per base area square foot, with a minimum of \$85.00 per commercial parcel unit and a maximum of \$2,500.00 per continuous commercial parcel unit.

(f)

The special assessment imposed in this section does not include and is not for the purpose of providing pickup or hauling of solid waste from households or commercial establishments. Neither does this special assessment replace nor substitute for any tipping fee for the actual use of solid waste disposal facilities established or to be established by the county.

(g)

For the purpose of setting rates, each parcel shall be classified as residential, agricultural, business or as commercial business, with subclassifications as the board may establish by this article and subsequent resolution. The definition and criteria for distinguishing between classifications and subclassifications shall be fixed by ordinance of the board.

(Ord. No. 89-1, § 5, 2-1-1989; Ord. No. 89-4, § 5, 8-17-1989)

- Sec. 30-25. - Special charges for vehicular fires.
- There will be a charge of \$75.00 for responding to any vehicular fire within the county. The owner of the vehicle will be billed directly by the county fire department, with billing due 30 days after rendered. Persons assessed a special assessment under other provisions of this article will be exempted from the vehicular fire assessment.

(Ord. No. 89-4, § 6, 8-17-1989)

- Sec. 30-26. - Collection of special assessments.
- (a)

The special assessment is due and payable not later than January 1 of each year, and shall become delinquent as of April 1 of each year.

(b)

In each year subsequent to the initial year of assessment, at any time after April 1 of any year if the annual special assessment has not been paid, the special assessment shall be considered a lien and if the county shall cause to be filed, in the office of the clerk of the county circuit court, a notice of assessment lien showing a legal description of the property against which the lien is claimed, the name of the property owner, as reflected by the county, and an accurate statement of the total unpaid and delinquent special assessment claimed to be due. However, prior to such lien, the county shall first send the property owner a notice of delinquency and assessment lien. Such notice of lien shall be filed in the official records maintained by the clerk of the circuit court for such purposes.

(c)

Such liens, when filed, may be discharged when satisfied by payment to the county of the aggregate amount specified in the lien and beginning January 1, 1989, together with interest from the date the assessment became delinquent until payment date, with interest computed at 12 percent per annum, together with an additional sum of all recording costs incurred with respect to the lien and its discharge as determined by the clerk of the county court. When such lien has been fully paid or discharged, the county shall promptly cause evidence of the satisfaction and discharge of such lien to be entered into the official records. Any person, firm, corporate or legal entity, other than the present owner of the property involved who pays any such assessment lien, shall be entitled to receive an assignment of the assessment lien held by the county, and shall be subrogated to the rights of the county to the enforcement of the lien; provided, however, that no person shall be subrogated to the rights of the county to the enforcement of the lien until 15 days following publication, in a newspaper of general circulation within the county, of legal notice reasonably describing the property to which the lien has attached, prior to which time the legal owners of the property shall have the exclusive right to satisfy and discharge the lien.

(d)

Delinquent special assessments, after recordation of the lien, may be collected by appropriate civil action. In addition to collection of the lien, interest, as called for in this article, shall be collected together with attorney's fees and costs of collection of the same.

(e)

All assessments and collection, including notices, discounts, collection and enforcement procedures, shall be performed by and through the county property appraiser and tax collector,

all in the same manner as other ad valorem and personal property taxes dealing with real property.

(Ord. No. 89-1, § 6, 2-1-1989)

- Sec. 30-27. - County fire district fund.
- There is hereby created and established a fund to be known as the county fire district fund, from which the costs of fire protection may be paid, either in whole or in part. All funds collected as special assessments for the district shall be timely deposited to the county fire district fund. The board of county commissioners shall not expend funds received as special assessments by the district for any purpose other than as provided in [section 30-21](#).

(Ord. No. 89-1, § 7, 2-1-1989)

- Sec. 30-28. - Contracting for services.
- Any municipality, organized volunteer department or other unit of local government may contract for the provision of fire protection services with the board of county commissioners.

(Ord. No. 89-1, § 8, 2-1-1989)

- Sec. 30-29. - Advisory board.
- The governing body may appoint, on an annual basis, an advisory board to advise the governing body on matters of the needs and methods to attain the most effective fire protection for the entire district. The advisory board shall consist of at least one member of each organized voluntary fire association within the district, together with other citizens of the district, but not to exceed nine members total.

(Ord. No. 89-1, § 9, 2-1-1989)

- Sec. 30-30. - Budget.
- The governing body shall establish an annual budget for the district at the same time, procedure, manner and nature as the general revenue budget.

(Ord. No. 89-1, § 10, 2-1-1989)

- Secs. 30-31—30-48. - Reserved.
- • ARTICLE III. - SPECIAL SOLID WASTE DISPOSAL DISTRICT
-
- Sec. 30-49. - Creation; boundaries.

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MEMORANDUM

TO: Jefferson County Board of County Commissioners

FROM: Scott Shirley, Land Use Counsel

SUBJ: **Chapter 2016-89, Laws of Florida
Prohibition of Levying Special Assessments
On Certain Agricultural Lands for Fire Protection Services**

DATE: June 8, 2017

This office has been requested to provide an opinion concerning the request of Angela Gray, CFA, Jefferson County Property Appraiser, as to how Chapter 2016-89, Laws of Florida, should be implemented in Jefferson County. The legislation exempts certain agricultural lands from fire protection special assessments and has an effective date of November 1, 2017. Given the effective date, Ms. Gray has requested direction as to whether to implement the new fire protection special assessment exemption for the current 2017 tax year, or whether the exemption should be implemented for the 2018 tax year. Ms. Gray has stated that the estimated impact of this change is an \$11,000.00 decrease in fire assessment revenues.

Chapter 2016-89, Laws of Florida, amends Sections 125.01 and 170.01, Florida Statutes, to prohibit counties and municipalities from levying a special assessment for the provision of fire protection on lands classified as agricultural under Florida's greenbelt law. However, local governments are authorized to levy special assessments for fire protection services on lands classified as agricultural if the land contains a residential dwelling or nonresidential farm building, except an agricultural pole barn, provided the nonresidential farm building's value exceeds \$10,000. The special assessment for fire protection services must be based solely on the special benefit accruing to the portion of the property consisting of the residential dwelling or qualifying nonresidential farm buildings. "Agricultural pole barn" is defined as a nonresidential farm building

in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

Chapter 2016-89, Laws of Florida, provides little guidance as to when it should be implemented (2017 or 2018 tax year). The clearest indication that it was intended that the legislation be implemented in the 2017 tax year is the choice of the effective date. The legislation was adopted during the 2016 legislative session (approved by the Governor 3/24/2016) but has an effective date of November 1, 2017, a delay of approximately 19 months. It seems reasonable to conclude that this significant delay was intended to provide an adequate opportunity for the legislation to be implemented during the 2017 tax year. However, a slightly earlier effective date would have been clearer on this point. An even greater delay would indicate intent to implement during the 2018 tax year, such as an effective date some time in 2018.

In addition, Chapter 2016-89, Laws of Florida, is directed to the prohibition of a “levy” of fire protection services special assessment in certain agricultural lands. The County’s fire protection services special assessment implements Section 197.3632, Florida Statutes, which establishes the uniform method of levy, collection, and enforcement of no-ad valorem special assessments. Section 197.3632 (1)(a) defines *levy* as “the imposition of a non-ad valorem assessment...”. Therefore, after the effective date of the legislation, the County is prohibited from imposing a fire protection special assessment upon certain exempt agricultural lands. The only way to insure that a special assessment imposed in November of 2017 is compliant with Chapter 2016-89, Laws of Florida, is to begin implementing the new law before the effective date. Implementing the new law for the 2017 tax year will result that the Tax Bill issued in November of 2017 being compliant with the law in effect as of the date on which the tax bill is issued.

There is a least one argument that could support implementing Chapter 2016-89, Laws of Florida, during the 2018 tax year. This has to do with a possible view that special assessments, like ad-valorem taxes, are accrued and billed in arrears for the year just passed. However, there is little clear case law on this point. Also, pursuing implementation of Chapter 2016-89, Laws of Florida, during the 2018 tax year would leave the County vulnerable to an argument that it levied non-ad valorem special assessments for the 2017 tax year that were inconsistent with and failed to recognize the exemption therefrom of certain agricultural lands.

Based on the above, it is my recommendation that Jefferson County implement the exemption from fire protection services for certain agricultural lands as required in Chapter 2016-89, Laws of Florida, in the 2017 tax year.

Via hand delivery

Angela Gray, CFA
Jefferson County Property Appraiser
480 Walnut Street
Monticello, FL 32344

**Re: Chapter 2016-89, Laws of Florida
Prohibition of Levying Special Assessments
On Certain Agricultural Lands for Fire Protection Services**

Dear Ms. Gray:

I currently serve as Chairman of the Jefferson County Board of County Commissioners. You have requested that the Board provide a determination to you as to how Chapter 2016-89, Laws of Florida, should be implemented. The legislation exempts certain agricultural lands from fire protection special assessments and has an effective date of November 1, 2017. Given the effective date, you have requested direction as to whether to implement the new fire protection special assessment exemption for the current 2017 tax year, or whether the exemption should be implemented for the 2018 tax year. You have reported that the estimated impact of this change is an \$11,000.00 decrease in fire assessment revenues.

This is to notify you that, on the advice of counsel, last night the Board voted that the new fire protection special assessment exemption should be implemented for the 2017 tax year. This will have the result of the Tax Bill issued in November of 2017 being compliant with the law in effect as of that date.

Please contact me should you need additional information regarding the County's position concerning this bill.

Sincerely

Gene Hall
Chairman, Jefferson County
Board of County Commissioners

Cc: Board of County Commissioners
Parrish Barwick, County Coordinator

ITEM 5(c)

**SHIP PROGRAM CONTRACT RENEWAL
W/ GOVERNMENT SERVICES GROUP**

AMENDMENT

Program Administration Contract – Government Services Group, Inc.
Jefferson County Ongoing Housing, Community and SHIP Projects
Funding through FFY 2017/2018, and 2018/2019 (if appropriated).

Amendment

Program Administration for State Housing Initiatives Partnership (SHIP)
Program.

Scope of Services- Program Administration

- ✓ Review and update required local policies
- ✓ Review leveraging opportunities/other possible source of financing
- ✓ Representation during site visits and monitorings
- ✓ Develop project information management and filing system
- ✓ Develop project financial management system for receiving and disbursing funds
- ✓ Develop work plans for project contract document
- ✓ Preparation of project contract document
- ✓ Develop and track budget for project contract
- ✓ Oversight of project schedule and compliance
- ✓ Coordination with agencies and contracts, as necessary
- ✓ Review bid documents and contract documents for compliance
- ✓ Conduct pre-construction conference
- ✓ Monitor contractor and construction specialist progress
- ✓ Conduct preliminary inspections and work write-ups
- ✓ Conduct construction progress inspections
- ✓ Supervision of payment authorizations
- ✓ Develop and process contract amendments, as needed
- ✓ Review change orders and amendments for compliance, as needed
- ✓ Monitor all project activity to ensure compliance
- ✓ Provide all other necessary technical assistance
- ✓ Review final change orders, pay requests, and construction documents
- ✓ Balance final project budget for state annual reporting
- ✓ Prepare documents for administrative/financial close-out

Total Fee for Services: 10% Administration Fee of total funds received by the County, including program income to be paid in equal monthly payments over a twelve (12) month period based upon the allocation for each fiscal year noted under this contract Addendum. Should the project be completed prior to the twelve (12) month period ending, the balance will be due upon completion of the project. Invoices will be submitted monthly in accordance with Section C (2) of the contract and subject to the administrative ceilings imposed by the funding agency and/or the County's Local Housing Assistance Plan (LHAP).

This amendment and Fee for Services covered herein are hereby agreed upon on this _____ day of _____, 2017.

APPROVED BY GSG:



Signature



Printed Name

APPROVED BY COUNTY:

Signature

Printed Name

ITEM 5(d)

**FDOT LAKE ROAD
WARD CREEK BRIDGE REPLACEMENT
RESOLUTION/AGREEMENT**

RESOLUTION
2017-061517-01

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR, COUNTY ROAD 259 OVER WARD CREEK PURSUANT TO AN OFF-SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jefferson County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the, County Road 259 over Ward Creek (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.
4. This resolution shall be effective upon passage and adoption by the Board of County Commissioners of Jefferson County, Florida.

PASSED AND ADOPTED this ___ day of _____, 201__.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

By: _____
Stephen Walker, Chairman
Gene Hall

ATTEST:

Kirk Reams, Clerk of Circuit Court

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation (“DEPARTMENT”), and Jefferson County, a political subdivision of the State of Florida (“COUNTY”).

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Bridge No. 540043, County Road (CR) 259 over Ward Creek, requires replacement; and

3. Bridge No. 540043 is on CR 259 located in Jefferson County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 432289-1-52-01, generally described as the replacement of Bridge No. 540043 over Ward Creek (“PROJECT”), from Beginning MP 3.372 to End MP 3.648 on CR 259. The PROJECT is further described in the Construction Plans dated _____, 201__, including any revisions thereof as exist on file with the DEPARTMENT (“PLANS”). The PLANS and any revisions thereof as exist on file with the DEPARTMENT are hereby incorporated by reference and made a part of this Agreement. The COUNTY shall cooperate with and shall support the DEPARTMENT’s work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if

necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event, there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the

needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way as described in the PLANS and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

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

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the COUNTY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

- a. Should such shortfalls occur due to a determination that said costs are non-participating, the COUNTY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the COUNTY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final non-participating cost of the PROJECT. Both parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a

rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

The payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

25. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: County Coordinator
450 Walnut Street
Monticello, FL 32344

DEPARTMENT: FDOT Midway Operations Enginner
17 Commerce Boulevard
Midway, FL 32343-6601

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**JEFFERSON COUNTY, a political
subdivision of the State of Florida**

By: Phillip Gainer

Title: District Secretary

Date: _____

Attest: _____

Legal Review:

Office of the General Counsel

By: ~~Stephen Walker~~ Gene Hall

Title: Chair

Date: _____

Attest: _____

Legal Review:

ITEM 5(e)

**FDOT CURTIS MILL ROAD
BRIDGE REPLACEMENT RESOLUTION/
TEMPORARY ROAD CLOSURE
RESOLUTION**

ROAD CLOSURE INFORMATION

FPID #: 435782-1-52-01

Local Description: Curtis Mill Road over Buggs Creek (Bridge No. 544077) in Jefferson County

Type of Work: Bridge Replacement

Design Project Mgr.: Ray Corbitt

Letting Date: August 2019

Justification for Closure: Existing bridge requires replacement. Closure will reduce required right-of-way, reduce construction time, and reduce wetland impacts.

Length of Detour: 5.0 miles

Length of Closure (time): 9 months.

Coordination: Notification letters will be sent to local government officials, affected property owners, tenants, and the public to inform them of the Florida Department of Transportation's proposed improvements and anticipated dates for construction activities.

Approved By: _____
Phillip Gainer, P.E., District Three Secretary

Note: After approval, return to above mentioned Design Project Manager in the envelope provided.

Attached: Traffic Control Detour Plan Sheets

RESOLUTION
2017-061517-02

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR CURTIS MILL ROAD OVER BUGGS CREEK, BRIDGE NO. 544077 PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jefferson County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the, Curtis Mill Road over Buggs Creek, Bridge No. 544077 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.
4. This resolution shall be effective upon passage and adoption by the Board of County Commissioners of Jefferson County, Florida.

PASSED AND ADOPTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

By: _____
Stephen Walker, Chair
Gene Hall

ATTEST:

Kirk Reams, Clerk of Circuit Court

RESOLUTION
2017-061517-03

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF A BRIDGE REPLACEMENT PROJECT.

WHEREAS, the Florida Department of Transportation, "DEPARTMENT," proposes to undertake and complete the following bridge replacement project in Fiscal Year 2020 in Jefferson County, Florida, and

WHEREAS, the bridge replacement project includes:
Project No. FPID 435782-1-52-01, at Curtis Mill Road, Bridge No. 544077, over Buggs Creek;

WHEREAS, Jefferson County supports the DEPARTMENT'S efforts in these regards, and

WHEREAS, it is necessary that Curtis Mill Road, owned and maintained by Jefferson County, be temporarily closed to successfully complete the project, and

WHEREAS, said road closure will reduce construction time, minimize right-of-way purchase and/or construction easements, and minimize wetland impacts, and

WHEREAS, said road closure will be performed in accordance with the construction plans for this project utilizing detours upon County and State roads.

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

1. The Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close Curtis Mill Road.
2. The Board of County Commissioners agrees that Jefferson County will continue to maintain County owned detour roads during construction.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.
4. This resolution shall be effective upon passage.

PASSED AND ADOPTED this ___ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

By: _____
~~Stephen Walker~~, Chair
Gene Hall

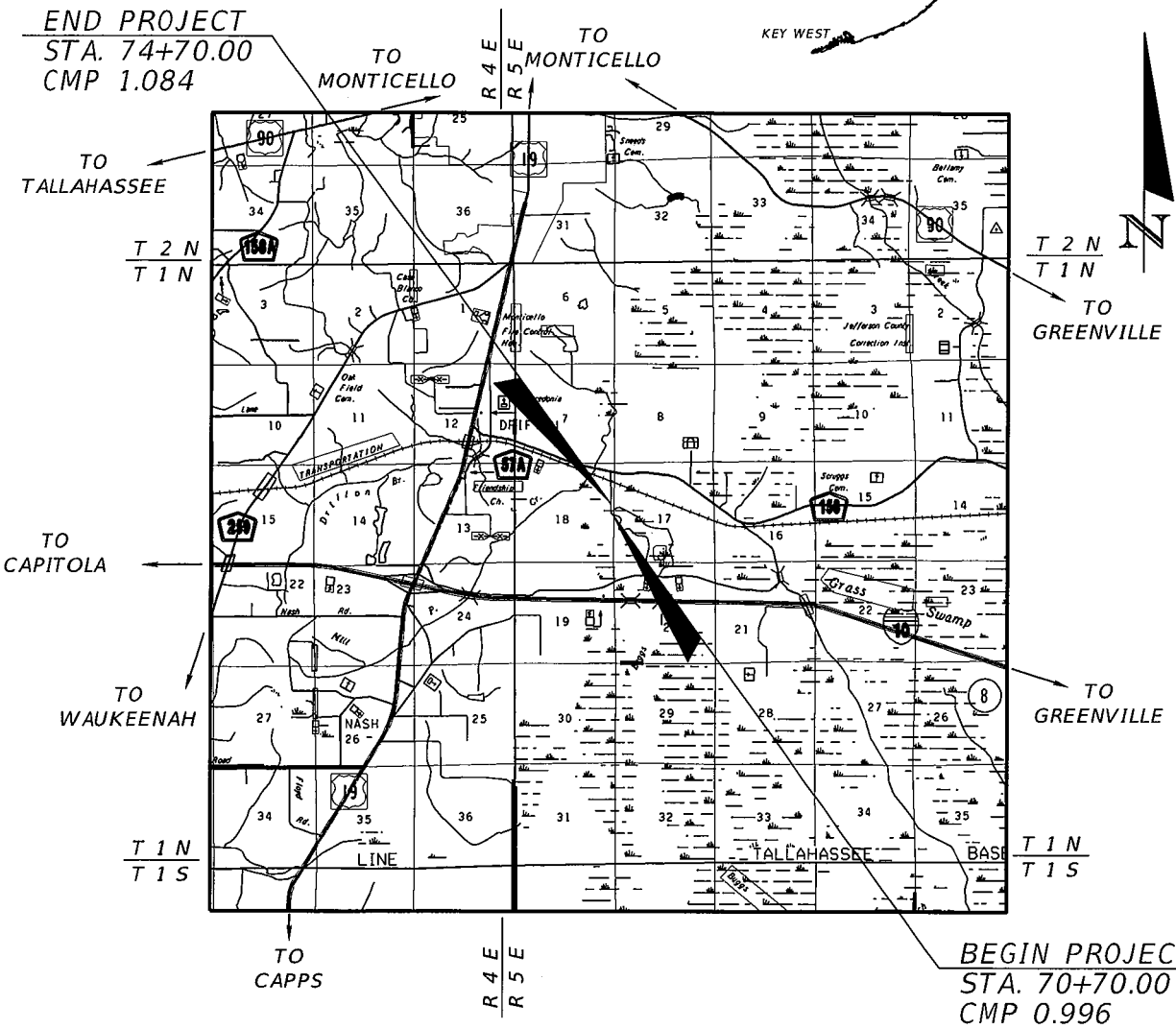
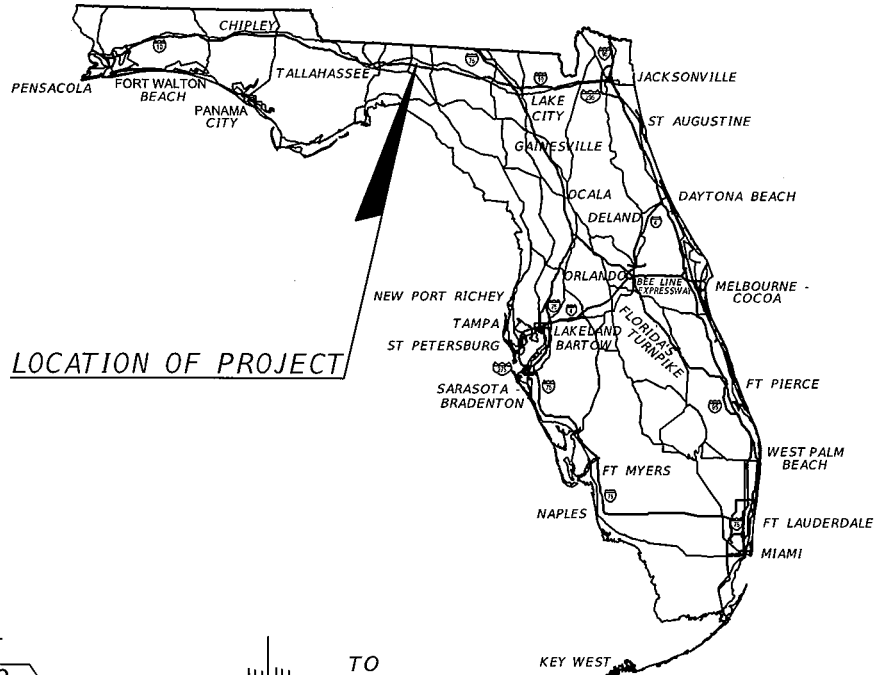
ATTEST:

Kirk Reams, Clerk of Circuit Court

PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435782-1-52-01 COUNTY (SECTION) JEFFERSON (54001000)

PROJECT DESCRIPTION CURTIS MILL RD. OVER BUGGS CREEK, EXISTING BRIDGE NO. 544077



PROJECT IDENTIFICATION

FINANCIAL PROJECT ID 435782-1-52-01 COUNTY (SECTION) JEFFERSON (54001000)
 PROJECT DESCRIPTION CURTIS MILL RD. OVER BUGGS CREEK, EXISTING BRIDGE NO. 544077

