



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

**Stephen Fulford**

District 1

**Gene Hall**

District 2

**J T Surles**

District 3 Vice-Chair

**Betsy Barfield**

District 4 Chairwoman

**Stephen Walker**

District 5

### **REGULAR SESSION AGENDA:**

February 7, 2019 at the Courthouse Annex

435 W. Walnut Street, Monticello, FL 32344

#### **1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE**

#### **2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS**

*Health Department Director Educational Status Update*

#### **3. CONSENT AGENDA**

- a) Approval of Agenda
- b) General Fund / Transportation Vouchers For Approval:  
1.22.2019 & 2.7.2019, Bond 2.7.19, Debt. Register 1.25.19
- c) BOCC Minutes For Approval 1.3 - 1.17.2019 – Regular Board Meeting
- d) Amended TDC Agreement with Chamber of Commerce

#### **4. GENERAL BUSINESS**

- a) Supervisor of Elections Request to Move into Annex Facility in July 2019
- b) Duke Rail Bed Corridor / Bike Trail – Comm.'s Surles & Hall
- c) Thompson Valley Road SCRAP Project Bid Recommendation
- d) Land and Water Conservation Fund Grant Application, (Malloy Property)
- e) SHIP Housing Project Change Order Request:  
1) Dosber Cuyler - \$11,327.00 2) Leatha Holmes - \$225.00

#### **5. CLERK OF COURTS - Discussion Item**

Request for reimbursement of personal Attorney Fees of Kirk Reams

#### **6. Citizens Request & Input on Non-Agenda Items (3 Minute Limit Please)**

#### **7. COUNTY COORDINATOR**

Engineering Proposals Request for Review and Direction

#### **8. COUNTY ATTORNEY**

#### **9. COMMISSIONER DISCUSSION ITEMS**

### **ADJOURN:**

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**Kirk Reams**

Clerk of Courts

**Parrish Barwick**

County Coordinator

**T. Buckingham Bird**

County Attorney

REPORT DATE 01/22/2019  
SYSTEM DATE 01/22/2019  
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1  
TIME 10:22:53  
USER KNEWBERRY

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	011949525341	CONSTRUCTION SERVICES	VR 01012219-013	12/21/2018	-	Pinhook Road	131316.30
CHECK TOTAL FOR CHECK NUMBER 314183 DATED 01/22/2019 WRITTEN TO CAPITALA Capital Asphalt for the amount of							131316.30
01 Bank Code TOTALS for 00001 Checks to 00001 Vendors for the amount of							131316.30
REPORT TOTALS for 00001 Checks to 00001 Vendors for the amount of							131316.30

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L CASH ACCOUNT-011010000					CASH-CHECKING-GEN. FUND			
ADPI Intermedix	02/07/2019	-	DPI28415	12/31/2018	VR	28020719-126	JeffCntyFireRescue 12/18	3793.88	.00
		CHECK TO VENDOR==>VENDOR	ADPI	ADPI Intermedix		TOTALS		3793.88	.00
Advanced Business System	02/07/2019	-	326000	01/14/2019	VR	01020719-045	Mtr#70308	16.54	.00
Advanced Business System	02/07/2019	-	326001	01/14/2019	VR	01020719-047	Mtr#70304	44.15	.00
Advanced Business System	02/07/2019	-	326002	01/14/2019	VR	22020719-096	Mtr#70301	37.59	.00
Advanced Business System	02/07/2019	-	326003	01/14/2019	VR	01020719-054	Mtr#70302,70315,70316	168.67	.00
Advanced Business System	02/07/2019	-	326004	01/14/2019	VR	01020719-055	#70317,70318,70319,70323	138.17	.00
Advanced Business System	02/07/2019	-	326126	01/15/2019	VR	01020719-027	#70303 Maintenance	52.00	.00
Advanced Business System	02/07/2019	-	326472	01/22/2019	VR	01020719-013	Mtr#71985	38.93	.00
Advanced Business System	02/07/2019	-	326682	01/25/2019	VR	19020719-113	Mtr#68863	29.25	.00
Advanced Business System	02/07/2019	-	326682	01/25/2019	VR	28020719-114	Mtr#68863	29.25	.00
		CHECK TO VENDOR==>VENDOR	ADVBSIN	Advanced Business Systems		TOTALS		554.55	.00
American Express	02/07/2019	-	01101901	01/10/2019	VR	01020719-033	MicrosoftSurfacePro(2)	2998.00	.00
American Express	02/07/2019	-	01101901	01/10/2019	VR	01020719-034	Dock,Bluetooth,3YrAgreem	1399.92	.00
		CHECK TO VENDOR==>VENDOR	AMEXPRES	American Express		TOTALS		4397.92	.00
Animal Medical Clinic*	02/07/2019	-	292772	01/18/2019	VR	01020719-007	#4512 Supplies	48.38	.00
Animal Medical Clinic*	02/07/2019	-	293004	01/23/2019	VR	01020719-012	#4512 Meds/Products	23.04	.00
Animal Medical Clinic*	02/07/2019	-	293129	01/26/2019	VR	01020719-057	#4512 T.K.X.	112.00	.00
		CHECK TO VENDOR==>VENDOR	ANIMALCL	Animal Medical Clinic*		TOTALS		183.42	.00
Ard, Shirley & Rudolph,P	02/07/2019	-	11714	01/22/2019	VR	01020719-019	#2-101.1 Plan Rep 02/19	2188.33	.00
		CHECK TO VENDOR==>VENDOR	ARDSHIRL	Ard, Shirley & Rudolph,PA		TOTALS		2188.33	.00
Beall Tire Company	02/07/2019	-	10449	01/22/2019	VR	22020719-104	#12091 Tires (2)	1080.68	.00
Beall Tire Company	02/07/2019	-	10507	01/23/2019	VR	22020719-110	#12091 Tires (7)	2456.84	.00
		CHECK TO VENDOR==>VENDOR	BEALL	Beall Tire Company		TOTALS		3537.52	.00
Big Bend Tire	02/07/2019	-	20146	01/16/2019	VR	28020719-123	JCFR-Dsmnt/Mnt,Balance	110.52	.00
Big Bend Tire	02/07/2019	-	20253	01/23/2019	VR	28020719-121	JCFR-Alignment	99.00	.00
		CHECK TO VENDOR==>VENDOR	BIGBENTI	Big Bend Tire		TOTALS		209.52	.00
Big Bend-Eubanks Termite	02/07/2019	-	216832	01/02/2019	VR	01020719-072	#10437 Quarterly Service	150.00	.00
Big Bend-Eubanks Termite	02/07/2019	-	216834	01/02/2019	VR	01020719-071	#8522 Monthly Pest Ctrl	400.00	.00
Big Bend-Eubanks Termite	02/07/2019	-	217263	01/21/2019	VR	19020719-077	#10642 Monthly Pest Ctrl	30.00	.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 BIGBTERM Big Bend-Eubanks Termite	TOTALS	580.00 .00
T. Buckingham Bird	02/07/2019	-	02011901	02/01/2019	VR 01020719-003	Monthly Budget 02/19	2366.41	.00
						CHECK TO VENDOR==>VENDOR BIRDTBUC T. Buckingham Bird	TOTALS	2366.41 .00
Marty Bishop	02/07/2019	-	02011901	02/01/2019	VR 01020719-001	Monthly Budget 02/19	20759.45	.00
						CHECK TO VENDOR==>VENDOR BISHOPM Marty Bishop	TOTALS	20759.45 .00
Oliver Bradley	02/07/2019	-	92920119	01/30/2019	VR 01020719-070	VA Travel 01/19	220.72	.00
						CHECK TO VENDOR==>VENDOR BRADLEYO Oliver Bradley	TOTALS	220.72 .00
Brown's Refrigeration &	02/07/2019	-	01281901	01/28/2019	VR 01020719-009	Jail-NewIceMachine	3375.00	.00
						CHECK TO VENDOR==>VENDOR BROWNS Brown's Refrigeration &	TOTALS	3375.00 .00
Capital Truck, Inc.	02/07/2019	-	41713	01/15/2019	VR 22020719-095	#70224 PreventativeMainte	458.09	.00
						CHECK TO VENDOR==>VENDOR CAPTRUCK Capital Truck, Inc.	TOTALS	458.09 .00
CenturyLink	02/07/2019	-	00181218	12/17/2018	VR 01020719-017	Act#424520018	189.98	.00
CenturyLink	02/07/2019	-	17430119	01/23/2019	VR 01020719-068	Act#463021743	101.63	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-058	Act#312042207	611.52	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-059	Act#312042207	83.29	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-060	Act#312042207	83.28	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-061	Act#312042207	230.63	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-062	Act#312042207	373.14	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-063	Act#312042207	232.40	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 01020719-065	Act#312042207	115.11	.00
CenturyLink	02/07/2019	-	22070119	01/16/2019	VR 22020719-064	Act#312042207	54.52	.00
CenturyLink	02/07/2019	-	24390119	01/17/2019	VR 01020719-067	Act#438952439	188.83	.00
CenturyLink	02/07/2019	-	37050119	01/17/2019	VR 19020719-119	Act#444093705	84.83	.00
CenturyLink	02/07/2019	-	37050119	01/17/2019	VR 28020719-120	Act#444093705	84.83	.00
CenturyLink	02/07/2019	-	97760119	01/16/2019	VR 23020719-112	Act#311709776	5353.22	.00
						CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink	TOTALS	7787.21 .00
City of Monticello	02/07/2019	-	00090119	01/25/2019	VR 01020719-020	Act#00010009	174.13	.00
City of Monticello	02/07/2019	-	01200119	01/25/2019	VR 22020719-092	Act#00020120	7.80	.00
City of Monticello	02/07/2019	-	01250119	01/25/2019	VR 01020719-024	Act#00050125	7.65	.00
City of Monticello	02/07/2019	-	01330119	01/25/2019	VR 19020719-078	Act#00050133	91.49	.00
City of Monticello	02/07/2019	-	01350119	01/25/2019	VR 19020719-079	Act#00050135	10.60	.00
City of Monticello	02/07/2019	-	01500119	01/25/2019	VR 01020719-021	Act#00010150	28.26	.00
City of Monticello	02/07/2019	-	01660119	01/25/2019	VR 01020719-025	Act#00010166	40.07	.00
City of Monticello	02/07/2019	-	02040119	01/25/2019	VR 22020719-093	Act#00050204	79.70	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
City of Monticello	02/07/2019	-	02060119	01/25/2019	VR 22020719-094	Act#00050206	9.33	.00	
City of Monticello	02/07/2019	-	03920119	01/25/2019	VR 01020719-022	Act#00010392	43.01	.00	
City of Monticello	02/07/2019	-	04090119	01/25/2019	VR 01020719-023	Act#00010409	107.87	.00	
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	599.91	.00
Dept of Environmental Pr	02/07/2019	-	01281901	01/28/2019	VR 22020719-087	Jefferson Renewal	35.00	.00	
CHECK TO VENDOR==>VENDOR DEPSOWST Dept of Environmental Pro							TOTALS	35.00	.00
Dewberry Engineers, Inc.	02/07/2019	-	1645155	01/14/2019	VR 01020719-048	South Main Avenue	1233.80	.00	
Dewberry Engineers, Inc.	02/07/2019	-	1645156	01/14/2019	VR 01020719-049	River Road	354.25	.00	
Dewberry Engineers, Inc.	02/07/2019	-	1645157	01/14/2019	VR 01020719-050	Waukeelah Hwy	3189.00	.00	
CHECK TO VENDOR==>VENDOR DEWBERRY Dewberry Engineers, Inc.							TOTALS	4777.05	.00
Duke Energy	02/07/2019	-	30570119	01/15/2019	VR 19020719-081	Act#8325563057	21.15	.00	
Duke Energy	02/07/2019	-	30570119	01/15/2019	VR 19020719-082	Act#8325563057	104.88	.00	
Duke Energy	02/07/2019	-	30570119	01/15/2019	VR 19020719-083	Act#8325563057	50.40	.00	
Duke Energy	02/07/2019	-	45190119	01/17/2019	VR 22020719-088	Act#0374194519	430.61	.00	
Duke Energy	02/07/2019	-	60800119	01/16/2019	VR 01020719-031	Act#3663516080	25.55	.00	
Duke Energy	02/07/2019	-	75781218	01/10/2019	VR 01020719-046	Act#1644507578	250.55	.00	
Duke Energy	02/07/2019	-	90640119	01/17/2019	VR 01020719-030	Act#3193189064	726.40	.00	
Duke Energy	02/07/2019	-	90641218	01/17/2019	VR 01020719-029	Act#3193189064	830.68	.00	
Duke Energy	02/07/2019	-	95941218	01/14/2019	VR 01020719-053	Act#5010229594	506.30	.00	
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	2946.52	.00
ESO Solutions, Inc.	02/07/2019	-	00014682	01/30/2019	VR 28020719-125	JeffCnty-FH Cloud Annual	1464.00	.00	
CHECK TO VENDOR==>VENDOR ESO ESO Solutions, Inc.							TOTALS	1464.00	.00
First Call Truck Parts	02/07/2019	-	38173	01/17/2019	VR 22020719-102	#4515 Fuel Power	143.76	.00	
First Call Truck Parts	02/07/2019	-	38647	01/24/2019	VR 22020719-107	#4515 Tubing	42.89	.00	
CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts							TOTALS	186.65	.00
Gulf Coast Lumber/Supply	02/07/2019	-	48285	01/16/2019	VR 22020719-097	#300166 ReflVinylNumber	2.97	.00	
Gulf Coast Lumber/Supply	02/07/2019	-	48304	01/16/2019	VR 22020719-099	#300166 Brush,VinylNumber	21.38	.00	
Gulf Coast Lumber/Supply	02/07/2019	-	48630	01/23/2019	VR 22020719-108	#300166 2x2x8,2x4x8	27.50	.00	
Gulf Coast Lumber/Supply	02/07/2019	-	48713	01/24/2019	VR 22020719-109	#300166 FldLight,LmpCover	26.47	.00	
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply*							TOTALS	78.32	.00
Howdys Rent A Toilet	02/07/2019	-	632858	01/18/2019	VR 01020719-032	#15916 Wacissa River Head	128.00	.00	
CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet							TOTALS	128.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Jeff.Co. Clerk of Courts	02/07/2019	-	01301901	01/30/2019	VR 01020719-066	Filing Fees 01/19	1370.00	.00
Jeff.Co. Clerk of Courts	02/07/2019	-	02011901	02/01/2019	VR 01020719-002	Monthly Budget 02/19	30000.00	.00
						CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts TOTALS	31370.00	.00
Jefferson Co. School Bd.	02/07/2019	-	FY19QTR1	01/30/2019	VR 14020719-074	Oct-Dec Dori Slosberg	1718.96	.00
						CHECK TO VENDOR==>VENDOR JEFFCOSC Jefferson Co. School Bd. TOTALS	1718.96	.00
Jeff Cnty Sheriff's Offi	02/07/2019	-	01251901	01/25/2019	VR 14020719-073	Budget Req. #5	325140.16	.00
						CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS	325140.16	.00
Jones Welding & Industri	02/07/2019	-	VM35115	01/10/2019	VR 28020719-122	#58675 Oxygen	110.80	.00
						CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS	110.80	.00
Treadmaxx Tire Distr. In	02/07/2019	-	351294	01/15/2019	VR 28020719-124	#38757 Tires (4)	661.00	.00
						CHECK TO VENDOR==>VENDOR KAUFFMAN Treadmaxx Tire Distr. Inc TOTALS	661.00	.00
Ketchum, Wood & Burgert	02/07/2019	-	9-41	01/16/2019	VR 01020719-051	Medical Fees 01/19	1010.00	.00
						CHECK TO VENDOR==>VENDOR KETCHUMW Ketchum, Wood & Burgert TOTALS	1010.00	.00
MAC PAPERS, INC.	02/07/2019	-	681505	01/11/2019	VR 01020719-028	#JE0312 Paper	411.00	.00
						CHECK TO VENDOR==>VENDOR MAC MAC PAPERS, INC. TOTALS	411.00	.00
Madison County	02/07/2019	-	01281901	01/28/2019	VR 01020719-069	VA Shared Costs 01/19	1926.11	.00
						CHECK TO VENDOR==>VENDOR MADISONB Madison County TOTALS	1926.11	.00
MailFinance	02/07/2019	-	N7539915	01/21/2019	VR 01020719-026	Cust#00777345	315.18	.00
						CHECK TO VENDOR==>VENDOR MAILFIN MailFinance TOTALS	315.18	.00
McClellan Five, LLC	02/07/2019	-	1194	01/18/2019	VR 22020719-105	WacissaCompactor-Cylinder	635.56	.00
						CHECK TO VENDOR==>VENDOR MCCLELLA McClellan Five, LLC TOTALS	635.56	.00
Monticello Carquest Inc.	02/07/2019	-	38176977	01/16/2019	VR 19020719-086	Cust#262 Oil	198.89	.00
Monticello Carquest Inc.	02/07/2019	-	38177063	01/17/2019	VR 19020719-085	Cust#262 Fitting,HydHose	150.98	.00
Monticello Carquest Inc.	02/07/2019	-	38177131	01/18/2019	VR 22020719-103	Cust#263 MultiPurpose	4.97	.00
Monticello Carquest Inc.	02/07/2019	-	38177362	01/22/2019	VR 22020719-101	Cust#263 HydHoseBulk	50.12	.00
Monticello Carquest Inc.	02/07/2019	-	38177506	01/24/2019	VR 01020719-035	Cust#132 Blade,Air,Lube	188.44	.00

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Monticello Carquest Inc.	02/07/2019	-	38177617	01/25/2019	VR 19020719-076	Cust#262 Maxi Blade	11.91	.00	
Monticello Carquest Inc.	02/07/2019	-	38177859	01/30/2019	VR 19020719-075	Cust#262 Nozzle Pump	181.25	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS	786.56	.00
TMFM-Monticello*	02/07/2019	-	01171902	01/17/2019	VR 22020719-090	#470257080 Clark, Raymond	5.00	.00	
TMFM-Monticello*	02/07/2019	-	01171903	01/17/2019	VR 22020719-091	#470263470 Hughes, Charlie	128.02	.00	
CHECK TO VENDOR==>VENDOR MONTIFAM TMFM-Monticello*							TOTALS	133.02	.00
Bill Moody	02/07/2019	-	01111901	01/11/2019	VR 01020719-038	Cell Phone 11/09-12/08	45.00	.00	
Bill Moody	02/07/2019	-	01111902	01/11/2019	VR 01020719-039	Data Access 11/12-12/11	30.00	.00	
Bill Moody	02/07/2019	-	01111903	01/11/2019	VR 01020719-040	Data Access 12/12-01/11	30.00	.00	
Bill Moody	02/07/2019	-	01111904	01/11/2019	VR 01020719-041	Data Access 01/12-02/11	30.00	.00	
CHECK TO VENDOR==>VENDOR MOODYBIL Bill Moody							TOTALS	135.00	.00
MyOfficeProducts	02/07/2019	-	6445125	01/17/2019	VR 01020719-006	#40534 Labels, Clips	192.34	.00	
MyOfficeProducts	02/07/2019	-	6454957	01/18/2019	VR 01020719-056	#40534 Binder Clips	3.50	.00	
CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts							TOTALS	195.84	.00
O'Reilly Automotive, Inc	02/07/2019	-	5-360494	01/16/2019	VR 22020719-098	#336410 Degreaser	6.78	.00	
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.							TOTALS	6.78	.00
Piggly Wiggly	02/07/2019	-	3772	01/24/2019	VR 01020719-011	Act#105 Cat Food	6.39	.00	
CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly							TOTALS	6.39	.00
Artezia	02/07/2019	-	0458380	12/12/2018	VR 01020719-044	Act#302577	30.00	.00	
CHECK TO VENDOR==>VENDOR QUALWATE Artezia							TOTALS	30.00	.00
Redwire	02/07/2019	-	172929	01/25/2019	VR 01020719-018	#W1M1414 Annex	246.91	.00	
CHECK TO VENDOR==>VENDOR REDWIRE Redwire							TOTALS	246.91	.00
Register's Mini Storage	02/07/2019	-	02011901	02/01/2019	VR 01020719-004	Units B 17, 21-22	225.00	.00	
CHECK TO VENDOR==>VENDOR REGISTMI Register's Mini Storage							TOTALS	225.00	.00
DAVIS REVELL	02/07/2019	-	01111901	01/11/2019	VR 01020719-042	Data Access 12/09-01/08	30.00	.00	
DAVIS REVELL	02/07/2019	-	01111902	01/11/2019	VR 01020719-043	Data Access 01/09-02/08	30.00	.00	
CHECK TO VENDOR==>VENDOR REVELL DAVIS REVELL							TOTALS	60.00	.00
Ring Power Corporation*	02/07/2019	-	C4607161	01/22/2019	VR 22020719-089	#024323 Pin, Fitting, Washe	54.89	.00	
CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation*							TOTALS	54.89	.00
Royal Mini Storage, Inc.	02/07/2019	-	02011901	02/01/2019	VR 01020719-005	Unit #47	110.00	.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 ROYALMIN Royal Mini Storage, Inc. TOTALS	110.00	.00
Shiver's Auto Rep & Part	02/07/2019	-	7818	01/17/2019	VR 19020719-084	Lloyd-IgnSwitch,Connector	191.19	.00
						CHECK TO VENDOR==>VENDOR SHIVERAU Shiver's Auto Rep & Parts TOTALS	191.19	.00
The Shoe Box Inc.	02/07/2019	-	26709	01/14/2019	VR 19020719-116	JCFR-LaMendola	65.00	.00
The Shoe Box Inc.	02/07/2019	-	26709	01/14/2019	VR 28020719-115	JCFR-LaMendola	65.00	.00
						CHECK TO VENDOR==>VENDOR SHOEBOX The Shoe Box Inc. TOTALS	130.00	.00
James Skipworth	02/07/2019	-	01181901	01/18/2019	VR 01020719-052	Janitorial Svcs 01/19	420.00	.00
						CHECK TO VENDOR==>VENDOR SKIPWORJ James Skipworth TOTALS	420.00	.00
Stewart Heating & Coolin	02/07/2019	-	18-21181	10/02/2018	VR 01020719-015	Public Defender-Labor	95.00	.00
						CHECK TO VENDOR==>VENDOR STEWARTH Stewart Heating & Cooling TOTALS	95.00	.00
The Stitch Witch	02/07/2019	-	7592	01/29/2019	VR 19020719-117	JCFR-EMT Pants	117.90	.00
The Stitch Witch	02/07/2019	-	7592	01/29/2019	VR 28020719-118	JCFR-EMT Pants	117.90	.00
						CHECK TO VENDOR==>VENDOR STITCHWI The Stitch Witch TOTALS	235.80	.00
Tri-County Electric Coop	02/07/2019	-	10010119	01/14/2019	VR 19020719-080	Act#87301001001	33.37	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop. TOTALS	33.37	.00
ULTRA SHRED TECHNOLOGIES	02/07/2019	-	115772	01/24/2019	VR 01020719-014	Document Destruction	72.00	.00
						CHECK TO VENDOR==>VENDOR ULTRASH ULTRA SHRED TECHNOLOGIES TOTALS	72.00	.00
UniFirst Corporation	02/07/2019	-	0179492	01/17/2019	VR 22020719-100	Cust#1237569	220.30	.00
UniFirst Corporation	02/07/2019	-	0179502	01/17/2019	VR 01020719-036	Cust#1311916	89.40	.00
UniFirst Corporation	02/07/2019	-	0179511	01/17/2019	VR 01020719-037	Cust#1381144	30.78	.00
UniFirst Corporation	02/07/2019	-	0180017	01/24/2019	VR 22020719-106	Cust#1237569	162.74	.00
UniFirst Corporation	02/07/2019	-	0180027	01/24/2019	VR 01020719-010	Cust#1311916	90.87	.00
UniFirst Corporation	02/07/2019	-	0180036	01/24/2019	VR 01020719-008	Cust#1381144	34.78	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS	628.87	.00
Verizon Wireless	02/07/2019	-	98209767	12/23/2018	VR 01020719-016	#842179031-1 #9820976729	36.11	.00
Verizon Wireless	02/07/2019	-	98220812	01/10/2019	VR 23020719-111	#942128132-2 #9822081214	36.07	.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 VERIZONW Verizon Wireless	TOTALS 72.18	.00
						CASH ACCOUNT # 011010000	TOTALS 427795.04	.00
						BANK ACCOUNT # 0101001611	TOTALS 427795.04	.00
						FINAL REPORT TOTALS	427795.04	.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-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND			
Conrad Yelvington Distri	02/07/2019	-	962546	01/07/2019	VR 27020719-001	Limerock Base	1756.81	.00	
Conrad Yelvington Distri	02/07/2019	-	963405	01/08/2019	VR 27020719-002	Limerock Base	990.94	.00	
Conrad Yelvington Distri	02/07/2019	-	964085	01/10/2019	VR 27020719-003	Limerock Base	1379.45	.00	
Conrad Yelvington Distri	02/07/2019	-	966889	01/14/2019	VR 27020719-004	Limerock Base	726.38	.00	
Conrad Yelvington Distri	02/07/2019	-	968240	01/16/2019	VR 27020719-005	Limerock Base	251.10	.00	
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	5104.68	.00
CASH ACCOUNT # 011010000							TOTALS	5104.68	.00
BANK ACCOUNT # 0101001611							TOTALS	5104.68	.00
FINAL REPORT TOTALS								5104.68	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008		G/L CASH ACCOUNT-111010000			CASH-CHECKING-CO TRANS				
Advanced Business System	02/07/2019	-	326376	01/18/2019	VR	11020719-034	Mtr#70306,70314	98.35	.00
		CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems					TOTALS	98.35	.00
Beard Equipment Company	02/07/2019	-	1076437	11/30/2018	VR	11020719-037	Parts CREDIT	-1000.00	.00
Beard Equipment Company	02/07/2019	-	1093235	01/24/2019	VR	11020719-036	Idler,Yoke,TrackPin,Bolt	2234.73	.00
		CHECK TO VENDOR==>VENDOR BEARD Beard Equipment Company					TOTALS	1234.73	.00
Borden Access Control*	02/07/2019	-	01151901	01/15/2019	VR	11020719-029	Service Charge	335.00	.00
		CHECK TO VENDOR==>VENDOR BORDENAC Borden Access Control*					TOTALS	335.00	.00
Bruce Fire & Safety, Inc	02/07/2019	-	86952	01/11/2019	VR	11020719-038	RoadDept-Annual Inspectio	533.00	.00
		CHECK TO VENDOR==>VENDOR BRUCEFIR Bruce Fire & Safety, Inc*					TOTALS	533.00	.00
CenturyLink	02/07/2019	-	83040119	01/16/2019	VR	11020719-001	Act#312168304	421.29	.00
		CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink					TOTALS	421.29	.00
City of Monticello	02/07/2019	-	01120119	01/25/2019	VR	11020719-031	Act#00050112	66.58	.00
		CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello					TOTALS	66.58	.00
Conrad Yelvington Distri	02/07/2019	-	961923	01/02/2019	VR	11020719-019	Stone,Limerock Base	1760.82	.00
Conrad Yelvington Distri	02/07/2019	-	962105	01/03/2019	VR	11020719-020	Stone,Limerock Base	615.02	.00
Conrad Yelvington Distri	02/07/2019	-	962328	01/04/2019	VR	11020719-021	Limerock Base	671.36	.00
Conrad Yelvington Distri	02/07/2019	-	962546	01/07/2019	VR	11020719-026	Limestone	913.12	.00
Conrad Yelvington Distri	02/07/2019	-	963405	01/08/2019	VR	11020719-027	Limestone	471.68	.00
Conrad Yelvington Distri	02/07/2019	-	963654	01/09/2019	VR	11020719-022	Limestone,Limerock Base	992.13	.00
Conrad Yelvington Distri	02/07/2019	-	964085	01/10/2019	VR	11020719-028	Limestone	869.76	.00
Conrad Yelvington Distri	02/07/2019	-	967824	01/15/2019	VR	11020719-023	Limerock Base	458.79	.00
Conrad Yelvington Distri	02/07/2019	-	968117	01/15/2019	VR	11020719-025	Stone,LimerockBase,Limest	5724.94	.00
Conrad Yelvington Distri	02/07/2019	-	968119	01/15/2019	VR	11020719-024	CREDIT	-5229.12	.00
Conrad Yelvington Distri	02/07/2019	-	972143	01/17/2019	VR	11020719-045	Limerock Base	377.31	.00
Conrad Yelvington Distri	02/07/2019	-	972791	01/22/2019	VR	11020719-046	Limerock Base	841.26	.00
Conrad Yelvington Distri	02/07/2019	-	973603	01/23/2019	VR	11020719-047	Limerock Base	1146.30	.00
Conrad Yelvington Distri	02/07/2019	-	973828	01/24/2019	VR	11020719-048	Limerock Base	1875.56	.00
Conrad Yelvington Distri	02/07/2019	-	975075	01/25/2019	VR	11020719-049	Limerock Base	1278.46	.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 CONRADYE Conrad Yelvington Distrib	TOTALS	12767.39 .00
Crystal Springs	02/07/2019	-	01251901	01/25/2019	VR 11020719-042	Act#671493115070266	68.04	.00
						CHECK TO VENDOR==>VENDOR CRYSTALS Crystal Springs	TOTALS	68.04 .00
Custom Pine Straw, Inc.	02/07/2019	-	88139	01/17/2019	VR 11020719-018	Square Bale (1100)	3120.00	.00
						CHECK TO VENDOR==>VENDOR CUSTPINE Custom Pine Straw, Inc.	TOTALS	3120.00 .00
Duke Energy	02/07/2019	-	33120119	01/16/2019	VR 11020719-003	Act#2070303312	344.27	.00
						CHECK TO VENDOR==>VENDOR DUKE Duke Energy	TOTALS	344.27 .00
First Call Truck Parts	02/07/2019	-	38200	01/17/2019	VR 11020719-008	#4505 Synthetic,TogSwitch	669.89	.00
First Call Truck Parts	02/07/2019	-	38640	01/24/2019	VR 11020719-043	#4505 Bulk Gallon Def	423.70	.00
						CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts	TOTALS	1093.59 .00
Howdys Rent A Toilet	02/07/2019	-	632859	01/18/2019	VR 11020719-005	#18072 Hwy 19 N	64.00	.00
Howdys Rent A Toilet	02/07/2019	-	632860	01/18/2019	VR 11020719-004	#19214 Hold Pond Hwy 19	64.00	.00
						CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet	TOTALS	128.00 .00
Jefferson Co. Tax Coll.	02/07/2019	-	01111901	01/11/2019	VR 11020719-014	2019 Ford Title/Reg	118.55	.00
						CHECK TO VENDOR==>VENDOR JEFFCOTX Jefferson Co. Tax Coll.	TOTALS	118.55 .00
Monticello Carquest Inc.	02/07/2019	-	38176852	01/14/2019	VR 11020719-009	Cust#132 Hyd Hose-Bulk	104.75	.00
Monticello Carquest Inc.	02/07/2019	-	38177505	01/24/2019	VR 11020719-040	Cust#132 HydHose-Bulk	244.62	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.	TOTALS	349.37 .00
TMFM-Monticello*	02/07/2019	-	01171901	01/17/2019	VR 11020719-044	#470593760 Sparks,Timothy	5.00	.00
						CHECK TO VENDOR==>VENDOR MONTIFAM TMFM-Monticello*	TOTALS	5.00 .00
Monticello News	02/07/2019	-	11259	01/15/2019	VR 11020719-010	Classifieds	630.00	.00
						CHECK TO VENDOR==>VENDOR MONTINEW Monticello News	TOTALS	630.00 .00
Office Depot*	02/07/2019	-	25934796	01/14/2019	VR 11020719-011	#259347967-1 Pens,Markers	85.60	.00
Office Depot*	02/07/2019	-	25934840	01/14/2019	VR 11020719-012	#259348402-1 Advil	31.68	.00
						CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*	TOTALS	117.28 .00
O'Reilly Automotive, Inc	02/07/2019	-	5-360549	01/17/2019	VR 11020719-007	#336410 Solenoid	14.69	.00
O'Reilly Automotive, Inc	02/07/2019	-	5-361262	01/23/2019	VR 11020719-041	#336410 Trans Fluid	71.76	.00
O'Reilly Automotive, Inc	02/07/2019	-	5-361551	01/25/2019	VR 11020719-039	#336410 5 Gal Tractor	139.96	.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 OREILLY O'Reilly Automotive, Inc.	TOTALS	226.41 .00
Ring Power Corporation*	02/07/2019	-	C4588686	01/14/2019	VR 11020719-006	#024320 TroubleshootMachi	476.69	.00
						CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation*	TOTALS	476.69 .00
Shiver Diesel Injection	02/07/2019	-	I005215	01/25/2019	VR 11020719-035	JEF002 HighPressOilPump	2323.57	.00
						CHECK TO VENDOR==>VENDOR SHIVERDI Shiver Diesel Injection	TOTALS	2323.57 .00
Stewart's BP & Repair	02/07/2019	-	1550527	11/27/2018	VR 11020719-016	Road Dept Fuel	36.00	.00
Stewart's BP & Repair	02/07/2019	-	7549895	01/15/2019	VR 11020719-017	Road Dept Fuel	48.00	.00
Stewart's BP & Repair	02/07/2019	-	7550530	12/27/2018	VR 11020719-015	Road Dept Fuel	34.00	.00
						CHECK TO VENDOR==>VENDOR STEWARTB Stewart's BP & Repair	TOTALS	118.00 .00
The Stitch Witch	02/07/2019	-	7589	12/24/2018	VR 11020719-013	Cut Vinyl Numbers	31.20	.00
						CHECK TO VENDOR==>VENDOR STITCHWI The Stitch Witch	TOTALS	31.20 .00
Tri-County Electric Coop	02/07/2019	-	90010119	01/22/2019	VR 11020719-033	Act#72001059001	30.77	.00
Tri-County Electric Coop	02/07/2019	-	90020119	01/22/2019	VR 11020719-032	Act#72001059002	30.46	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop.	TOTALS	61.23 .00
UniFirst Corporation	02/07/2019	-	0179531	01/17/2019	VR 11020719-002	Cust#1508769	151.70	.00
UniFirst Corporation	02/07/2019	-	0180056	01/24/2019	VR 11020719-030	Cust#1508769	141.80	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS	293.50 .00
						CASH ACCOUNT # 111010000	TOTALS	24961.04 .00
						BANK ACCOUNT # 0101006511	TOTALS	24961.04 .00
						FINAL REPORT TOTALS	24961.04	.00

REPORT DATE 01/25/2019  
SYSTEM DATE 01/25/2019  
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
CHECK REGISTER  
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1  
TIME 13:17:49  
USER KNEWBERRY

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	243325523710	PRINC PAY JAIL NOTE	VR 24012519-001	01/18/2019	-	PrincipalPaymentJailNot	65823.96
01001	243325523720	INT PAYMENT JAIL NOTE	VR 24012519-002	01/18/2019	-	InterestPaymentJailNote	2862.17
CHECK TOTAL FOR CHECK NUMBER 314188 DATED 01/25/2019 WRITTEN TO REGIONS Regions Corporate Trust for the amount of							68686.13
01 Bank Code TOTALS for 00001 Checks to 00001 Vendors for the amount of							68686.13
REPORT TOTALS for 00001 Checks to 00001 Vendors for the amount of							68686.13

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Regular Session**  
**Courthouse Annex**  
**January 3, 2019**  
**6:00 P.M.**

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting to order. Citizen Roger Hawkes led the invocation and pledge of allegiance.
2. Chair Barfield read aloud the Resolution of Appreciation of Tim Sanders' service to Jefferson County. Mr. Sanders thanked the Board for recognizing him and stated he enjoyed his time in Jefferson County.
3. **On motion Commissioner Fulford, seconded by Commissioner Surles and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda; General Fund/Transportation Vouchers; BOCC minutes for December 18<sup>th</sup>, 2018 Regular Session.**
4. Chair Barfield introduced the proposed Jefferson County Bike Trail item. Citizen Roger Hawkes and Rick Selzach gave a Ppowerpoint presentation detailing the bike trail utilizing the Duke Energy right of way corridors. In addition to the logistics, Mr. Hawkes stated they would be coming to the Board for \$20,000 in 2019 as well as the same amount for 2020. The Board discussed this issue and fielded questions from citizens. **On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Board voted to move forward with the project with the caveat that multiple scheduled meetings with the citizens be held for input and to address concerns.**
5. Chair Barfield introduced the state expenditure plan consultant presentation item. Chris Rietow with the Apalachee Regional Planning Council gave a presentation and basiucally stated organization was qualified and experienced to service in this capacity for Jefferson County. **On motion by Commissioner Walker, seconded by Commissioner Hall and unanimously carried, ARPC was approved as the state expenditure plan consultant.**
6. County Coordinator Parrish Barwick introduced the Contractor of Record for projects less than \$1 million item. He discussed the fact the county has had three respondents and he would like to negotiate with all three. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board moved to have the County Coordinator negotiate with all three contractors.**
7. Clerk of Court Kirk Reams introduced the "A" Building final construction plans proposal. He stated that for the County to get a professional estimate of the cost to finish the A Building, the cost would be approximately \$161,000. **On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Board approved moving forward per the above.**

8. Commissioner Fulford introduced the economic development project known as Energizer and presented documents, including a letter of agreement. **On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the Board approved moving forward with the letter of agreement.**
9. Clerk of Court Kirk requested a letter of support from the Board for safety improvements on US-90 both inside and outside of the city limits. **On motion by Commissioner Fulford, seconded by Commissioner Surles and unanimously carried, the Board approved a letter of support.**
10. Commissioner Walker introduced the RESOTRE ACT property purchase and requested that acquiring the Malloy Landing area be a priority. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved fast tracking the purchase of Malloy Landing.**
11. County Coordinator Parrish Barwick thanked everyone for their continued patience with the dirt roads due to all of the rain.
12. Clerk of Court Kirk Reams informed the Board that the Department of Transportation was having a workshop on the US-90 beautification project at 5:30 pm on January 22<sup>nd</sup> at the First United Methodist Church.
13. Commissioner Hall asked how he and Commissioner Barfield would take their oath of office. Clerk of Court Reams stated that if they would contact him, he could schedule a time for each commissioner to take their respective oath.
14. Commissioner Hall agreed to be the Board appointee to the Wilderness Coast Library Board.
15. Chair Barfield requested County Coordinator Barwick update the list of committees and email to the Board.
16. On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the meeting was adjourned.

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

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Betsy Barfield, Chair

ATTEST:

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Kirk Reams, Clerk of Court



**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Regular Session**  
**Courthouse Annex**  
**January 17, 2019**  
**6:00 P.M.**

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting to order. Fire/EMS Chief Derrick Burrus led the invocation and pledge of allegiance.
2. Sheriff Mac McNeill introduced Paula Carroll as the new Emergency Management Director.
3. **On motion Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda and General Fund/Transportation Vouchers.**
4. Clerk of Court Kirk Reams introduced the SCRAP/SCOP/CIGP recommendations. On motion by Commissioner Walker, seconded by Commissioner Hall and unanimously carried, the Board approved the recommendations of Casa Bianca as the SCOP project; Government Farms Road as the SCRAP project; and Barnes Road as the CIGP project.
5. Clerk of Court Kirk Reams introduced the Wacissa Headwaters item and provided an update on the grant. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board approved Clerk of Court Reams' recommendation to return to the Land and Water Conservation Grant, as it will result in a \$150,000 savings to the County.**
6. Citizen Bud Wheeler voiced concerns about the recently approved bike trail, citing property owners' rights, liability related to hunting and costly construction and maintenance. Citizen David Ward stated he was not opposed to the bike trail, but felt that the property owners were not given proper notification of the change from a utility corridor to a recreational corridor. He also stated that the Planning Commission and Planning Office was unaware of the project. Commissioner Barfield stated she understood the hunter safety issue, but that Duke Energy also has a property right. She stated that potential abuse issues would be addressed and that she was holding firm to her \$20,000 figure to clean/maintain the trail. She further stated she was holding a meeting with the property owners on January 31<sup>st</sup> at 6:30 pm at the Courthouse Annex.
7. **On motion by Commissioner Walker, seconded by Commissioner Hall and unanimously carried, the Board approved the County Coordinator's recommendation to hire Derrick Burrus as Fire Chief/EMS Director.**
8. Commissioner Hall shared materials from the Florida Rural Economic Development Academy.

9. Commissioner Fulford asked for RESTORE ACT informational materials and requested the use of Planning Official Shannon Metty for staffing assistance for Economic Development.
10. Chair Barfield stated that applicants were needed for the SHIP program and that a better job of getting information on this program to the public is needed.
11. On motion by Commissioner Surles, seconded by Commissioner Hall and unanimously carried, the meeting was adjourned.

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

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Betsy Barfield, Chair

ATTEST:

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Kirk Reams, Clerk of Court

## **2<sup>nd</sup> Amended AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into by and between the Jefferson County Tourist Development Council, hereinafter referred to as the "JCTDC"; and the Monticello-Jefferson County Chamber of Commerce, Inc., a Florida nonprofit corporation, hereinafter referred to as the "Chamber".

### **RECITALS:**

- A. The JCTDC was established pursuant to Florida Statutes and by the Jefferson County Board of County Commissioners by Ordinance No. 06-07.
- B. The CHAMBER has sufficient staff to administer the day-to-day operations of the JCTDC.
- C. The JCTDC desires to contract with the CHAMBER to function in an administrative capacity for the JCTDC.
- D. Both parties are entering into this agreement to set forth their various duties and responsibilities.

### **AGREEMENT:**

Based upon the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. **APPOINTMENT AND AUTHORIZATION OF THE CHAMBER:** The CHAMBER is hereby retained and appointed by the JCTDC to represent the JCTDC in carrying out its administrative programs. The CHAMBER is authorized to seek appropriate contracts with third parties to carry out the purposes of this Agreement, and to present those contracts to the JCTDC for its approval. The CHAMBER shall use its best efforts to prevent any loss to the JCTDC from the failure of proper performance by any third party. The CHAMBER shall advise third parties that payment for goods and services will be made only upon compliance with performance requirements, and pursuant to the financial procedures of Jefferson County, Florida and Florida Statutes.

2. **SERVICES TO BE PROVIDED BY THE CHAMBER:**

The CHAMBER agrees to act as the JCTDC's administrative services representative, and perform all necessary services and assume responsibilities associated with those functions, included but not limited to the following:

- A. Administrative services, including clerical services, preparation of meeting materials, requests for payment, and monitoring of third party service providers;
- B. Promotion of the travel trades, including sales missions, sales calls, and attendance at destination seminars and trade shows;
- C. Digital marketing;
- D. Meeting and conference services;
- E. Leisure tour package development;
- F. Visitor services;
- G. Local, regional, state and national tourism relations;
- H. Educational programs and seminars; and
- I. Other project and event requirements as agreed upon by the parties hereto.

Nothing herein shall be construed to allow or require the payment to the CHAMBER of any amounts for administration in excess of the maximum amounts allowed pursuant to Section 125.0104, Florida Statutes, or county ordinance.

3. PROGRESS REPORTS: The CHAMBER agrees to provide periodic progress reports, including an annual report, in a format acceptable to the JCTDC. The reports shall include the status of activities and services performed on behalf of the JCTDC, financial condition of the organization and other information relative to the performance duties on behalf of the JCTDC. The Chamber will maintain communications with the JCTDC Chairperson, or his/her designee, as needed to insure the goals and objectives of the JCTDC are being met.

4. COMPENSATION TO BE PAID THE CHAMBER:

- A. The JCTDC agrees to pay the CHAMBER, in accordance with the financial operating procedures of Jefferson County, Florida, and Florida Statutes, as full and complete consideration for the duties hereunder, the sum of SIXTEEN THOUSAND & SEVENTY (\$16,070.00) annually, subject to adjustments as agreed upon by the CHAMBER and JCTDC.
- B. One fourth (1/4) of said fee shall be paid to the CHAMBER on a quarterly basis by Jefferson County, upon submittal of an appropriate pay request by the CHAMBER. The JCTDC shall not be liable for loss or delay of payment not caused by the JCTDC's negligence.
- C. The JCTDC will reimburse the CHAMBER for any expenses incurred in conjunction JCTDC approved project.

5. SUBCONTRACTING: The CHAMBER shall maintain an adequate and competent staff and may associate with necessary specialists for the purpose of its services hereunder, without additional costs to JCTDC. Should the CHAMBER desire to utilize specialists, the CHAMBER is fully responsible for satisfactory completion of all subcontract work.

6. SUPERVISION: The Executive Director shall be an employee of the Chamber of Commerce and under the supervision of each of the respective organizations according to the duties required. Additionally, the Executive Director will confer with the CHAMBER President and JCTDC Chairperson, on a regular basis, to receive and provide information on events, activities and projects.

7. PROPERTY RIGHTS: All tangible property, including slogans, ideas, or plans submitted or developed by the CHAMBER for the JCTDC or acquired on its account during the term hereof, shall be the property of JCTDC, providing that JCTDC has paid the invoices for professional fees rendered therefore, if any. Any such property may be copyrighted, patented, or otherwise restricted by the JCTDC pursuant to Florida, United States, and foreign laws. Neither the CHAMBER nor any approved subcontractor shall have any proprietary interest in the products and materials developed under this agreement. There shall be no additional compensation for the rights and property granted under this paragraph. JCTDC reserves the right of final approval of the disposition of said property. However, nothing herein shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, enjoyed by the JCTDC.

8. INDEMNIFICATION: The CHAMBER and the JCTDC shall indemnify and hold each other harmless from and against any and all claims, liabilities, or damages from the performance of functions contemplated under this Agreement, including the cost of litigation and counsel fees.

9. DURATION AND TERMINATION:

A. Term: This Agreement shall take effect January 1, 2016

- B. Renewal and Extension: Unless terminated earlier as provided hereafter, this Agreement shall be automatically renewed on the same terms and conditions as set forth herein, for an additional 1 year term, and likewise renewed each year thereafter, unless terminated as set forth herein.
- C. Termination: Either party may terminate this Agreement upon written notice to the other at least 60 days prior to the effective date of termination of this Agreement or any subsequent renewal thereof. Upon receipt of notice of termination, the CHAMBER shall provide only those services and incur only those expenses specifically approved or directed in writing by the JCTDC. All other rights and duties to the parties shall continue during such notice period and the JCTDC shall be responsible to the CHAMBER for payment of any contract obligations incurred with third parties during the period, only if approved in advance in writing by the JCTDC.
- D. Termination for Breach: Upon substantial breach of this Agreement, it may be terminated upon 24 hours written notice by either party hereby.

10. ASSIGNMENT AND DELEGATION: The Chamber may not subcontract any right or delegate any duties hereunder without the express, prior written consent of the JCTDC.

11. MODIFICATION: This writing contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth. No agent, employee or other representative of either party is empowered to alter the terms of this Agreement, unless done in writing and signed by an officer or other authorized agent of the CHAMBER and the JCTDC.

12. CONTROLLING LAWS: The validity, interpretation and performance of this Agreement shall be controlled and construed under the ordinance of Jefferson County, Florida, and the State of Florida.

13. WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to the terms of the Agreement shall not be construed as a waiver of this violation or breach, or for any future violation, breach or wrongful conduct.

14. VALIDITY OF AGREEMENT: If any part or portion of this Agreement is, for any reason, held invalid, unconstitutional or unenforceable by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MONTICELLO-JEFFERSON COUNTY  
CHAMBER OF COMMERCE

JEFFERSON COUNTY TOURIST  
TOURIST DEVELOPMENT COUNCIL

BY: \_\_\_\_\_  
Michele Arceneaux  
President

BY: \_\_\_\_\_  
Gretchen Avera  
Chairperson

APPROVED BY THE JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Betsy Barfield  
Chairperson

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



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

---

**Stephen Fulford**

District 1

**Gene Hall**

District 2

**J T Surles**

District 3 Vice-Chair

**Betsy Barfield**

District 4 Chairwoman

**Stephen Walker**

District 5

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### General Business: Item A

Supervisor of Elections Marty Bishop has requested the BOCC approve moving the Elections Office to the Courthouse Annex Facility as a permanent location to allow for storage of vital elections equipment in compromised areas. Requested target date is July 2019.

### Item B: Duke Rail Bed Corridor –

Commissioners' Hall and Surles have requested the Bike Trail item be placed on the agenda for further discussion of items brought to their attention.

### County Coordinator Items:

Engineering Proposals request for direction – Engineering Proposals were requested to allow for grants and special projects to have an option when needed by the County. I am requesting a committee be appointed to review and recommend possible options for engineering services when needed.

Reports of Road Department Activities have been provided along with construction projects completed or worked on.

---

**Kirk Reams**

Clerk of Courts

**Parrish Barwick**

County Coordinator

**T. Buckingham Bird**

County Attorney

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Dewberry Engineers Inc. | 850.997.2175  
Garden Square | www.dewberry.com  
187 East Walnut Street  
Monticello, FL 32344

February 1, 2019

Jefferson County Board of County Commissioners  
Attn: Kirk Reams, Clerk of Court  
1 Courthouse Circle  
Monticello, Florida 32344

RE: Thompson Valley Road Resurfacing

Dear Mr. Reams,

As you are aware we received bids for the referenced project at 11:00 A.M. EST January 31, 2019, and three (3) contractors submitted bids. The detailed bid results are attached and labeled Exhibit A.

After thorough review of all the bids, Capital Asphalt, Inc. was the lowest responsible/responsive bidder. Therefore, we recommend awarding the contract to **Capital Asphalt, Inc.** in the amount of **\$823,597.00.**

Enclosed is a copy of the Agreement and Notice of Award to be executed if the Commission approves our reward recommendation.

If you have any questions, please give me a call at 850.745.0631 or e-mail me at [rceska@dewberry.com](mailto:rceska@dewberry.com).

Sincerely,

A handwritten signature in blue ink that reads "Robert Ceska".

Robert Ceska, P.E.  
Project Manager



Jefferson County  
Thompson Valley Road Resurfacing  
Detailed Bid Tabulation  
Exhibit A



ROADWAY CONSTRUCTION (FPID No. 440862-1-54-01)									
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	CWR		Capital Asphalt		Peavy and Son	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>GENERAL COSTS</b>									
101-1	MOBILIZATION (5% of bid max)	LS	1.00	\$ 33,000.00	\$ 33,000.00	\$ 30,000.00	\$ 30,000.00	\$ 19,048.00	\$ 19,048.00
102-1	MAINTENANCE OF TRAFFIC (2% of bid max)	LS	1.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 54,000.00	\$ 54,000.00
110-1-1	CLEARING & GRUBBING	LS	1.00	\$ 21,200.00	\$ 21,200.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00
				<b>SUBTOTAL</b>	<b>\$ 66,200.00</b>	<b>SUBTOTAL</b>	<b>\$ 50,000.00</b>	<b>SUBTOTAL</b>	<b>\$ 108,048.00</b>
<b>ROADWAY</b>									
102-3	COMMERCIAL MATERIAL	CY	150.00	\$ 46.00	\$ 6,900.00	\$ 30.00	\$ 4,500.00	\$ 25.00	\$ 3,750.00
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	12,000.00	\$ 1.35	\$ 16,200.00	\$ 1.00	\$ 12,000.00	\$ 1.50	\$ 18,000.00
327-70-6	MILLING EXIST ASPH, 1.5" AVG DEPTH	SY	500.00	\$ 9.50	\$ 4,750.00	\$ 7.50	\$ 3,750.00	\$ 6.00	\$ 3,000.00
334-1-12	SUPERPAVE ASPHALTIC CONC., TRAFFIC B	TN	5,000.00	\$ 92.25	\$ 461,250.00	\$ 94.00	\$ 470,000.00	\$ 95.00	\$ 475,000.00
570-1-1	PERFORMANCE TURF	SY	22,500.00	\$ 0.75	\$ 16,875.00	\$ 0.40	\$ 9,000.00	\$ 0.45	\$ 10,125.00
570-1-2	PERFORMANCE TURF, SOD	SY	12,000.00	\$ 2.30	\$ 27,600.00	\$ 2.00	\$ 24,000.00	\$ 2.25	\$ 27,000.00
				<b>SUBTOTAL</b>	<b>\$ 533,575.00</b>	<b>SUBTOTAL</b>	<b>\$ 523,250.00</b>	<b>SUBTOTAL</b>	<b>\$ 536,875.00</b>
<b>PAVEMENT MARKINGS</b>									
700-1-11	SINGLE POST SIGN	EA	34.00	\$ 355.00	\$ 12,070.00	\$ 330.00	\$ 11,220.00	\$ 360.00	\$ 12,240.00
700-1-12	SINGLE POST SIGN	EA	1.00	\$ 820.00	\$ 820.00	\$ 775.00	\$ 775.00	\$ 800.00	\$ 800.00
700-1-60	SINGLE POST SIGN, REMOVE	EA	47.00	\$ 11.00	\$ 517.00	\$ 10.00	\$ 470.00	\$ 15.00	\$ 705.00
705-10-2	OBJECT MARKER, TYPE 2	EA	22.00	\$ 55.00	\$ 1,210.00	\$ 50.00	\$ 1,100.00	\$ 55.00	\$ 1,210.00
705-10-3	OBJECT MARKER, TYPE 3	EA	14.00	\$ 190.00	\$ 2,660.00	\$ 175.00	\$ 2,450.00	\$ 200.00	\$ 2,800.00
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.00	\$ 20,500.00	\$ 20,500.00	\$ 18,500.00	\$ 18,500.00	\$ 15,000.00	\$ 15,000.00
711-11-125	THERMOPLASTIC, STD. WHITE, SOLID, 24"	LF	85.00	\$ 8.00	\$ 680.00	\$ 5.00	\$ 425.00	\$ 8.00	\$ 680.00
711-11-160	THERMOPLASTIC, STD. WHITE, MESSAGE	EA	2.00	\$ 110.00	\$ 220.00	\$ 100.00	\$ 200.00	\$ 275.00	\$ 550.00
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	7.65	\$ 4,150.00	\$ 31,747.50	\$ 3,900.00	\$ 29,835.00	\$ 4,000.00	\$ 30,600.00
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	7.65	\$ 4,150.00	\$ 31,747.50	\$ 3,900.00	\$ 29,835.00	\$ 4,000.00	\$ 30,600.00
9999-01	INSTALLATION OF RUMBLE STRIPS	EA	4.00	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00
				<b>SUBTOTAL</b>	<b>\$ 104,572.00</b>	<b>SUBTOTAL</b>	<b>\$ 96,810.00</b>	<b>SUBTOTAL</b>	<b>\$ 97,385.00</b>
<b>TOTAL</b>					<b>\$ 704,347.00</b>		<b>\$ 670,060.00</b>		<b>\$ 742,308.00</b>

ALTERNATE 1: CROSS DRAIN IMPROVEMENTS									
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	CWR		Capital Asphalt		Peavy and Son	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>GENERAL COSTS</b>									
120-1	REGULAR EXCAVATION	SY	140.00	\$ 35.00	\$ 4,900.00	\$ 4.50	\$ 630.00	\$ 10.00	\$ 1,400.00
120-2-2	BORROW EXCAVATION	CY	1,000.00	\$ 1.00	\$ 1,000.00	\$ 14.00	\$ 14,000.00	\$ 20.00	\$ 20,000.00
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	600.00	\$ 13.00	\$ 7,800.00	\$ 2.50	\$ 1,500.00	\$ 2.00	\$ 1,200.00
210-2	LIMEROCK, NEW MATERIAL, BASE	SY	140.00	\$ 20.00	\$ 2,800.00	\$ 14.00	\$ 1,960.00	\$ 30.00	\$ 4,200.00
334-1-12	1.0" (110 LBS/SY) TYPE SP-9.5 STRUCTURAL COURSE, TRAF B	TN	8.00	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 115.00	\$ 920.00
400-1-2	CONCRETE CLASS 1, ENDWALLS	CY	44.00	\$ 2,570.00	\$ 113,080.00	\$ 800.00	\$ 35,200.00	\$ 1,000.00	\$ 44,000.00
430-175-115	PIPE CULVERT, RCP MATERIAL, ROUND 15" CD	LF	36.00	\$ 150.00	\$ 5,400.00	\$ 95.00	\$ 3,420.00	\$ 75.00	\$ 2,700.00
430-175-118	PIPE CULVERT, RCP MATERIAL, ROUND 18" CD	LF	246.00	\$ 165.00	\$ 40,590.00	\$ 115.00	\$ 28,290.00	\$ 85.00	\$ 20,910.00
430-175-124	PIPE CULVERT, RCP MATERIAL, ROUND 24" CD	LF	73.00	\$ 160.00	\$ 11,680.00	\$ 125.00	\$ 9,125.00	\$ 95.00	\$ 6,935.00
430-175-130	PIPE CULVERT, RCP MATERIAL, ROUND 30" CD	LF	99.00	\$ 170.00	\$ 16,830.00	\$ 140.00	\$ 13,860.00	\$ 400.00	\$ 39,600.00
570-1-2	PERFORMANCE TURF, SOD	SY	600.00	\$ 2.50	\$ 1,500.00	\$ 2.50	\$ 1,500.00	\$ 2.50	\$ 1,500.00
				<b>SUBTOTAL</b>	<b>\$ 207,980.00</b>	<b>SUBTOTAL</b>	<b>\$ 111,085.00</b>	<b>SUBTOTAL</b>	<b>\$ 143,365.00</b>

ALTERNATE 2: DRAINAGE IMPROVEMENTS									
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	CWR		Capital Asphalt		Peavy and Son	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>GENERAL COSTS</b>									
430-94-1	DESILTING PIPE, 0 - 24"	LS	1.00	\$ 16,300.00	\$ 16,300.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
				<b>SUBTOTAL</b>	<b>\$ 16,300.00</b>	<b>SUBTOTAL</b>	<b>\$ 12,000.00</b>	<b>SUBTOTAL</b>	<b>\$ 10,000.00</b>

ALTERNATE 3: GUARDRAIL									
PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	CWR		Capital Asphalt		Peavy and Son	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>GENERAL COSTS</b>									
536-1-1	GUARDRAIL - ROADWAY, GENERAL TL-3	LF	366.00	\$ 25.00	\$ 9,150.00	\$ 22.00	\$ 8,052.00	\$ 25.00	\$ 9,150.00
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY	EA	8.00	\$ 2,900.00	\$ 23,200.00	\$ 2,800.00	\$ 22,400.00	\$ 3,000.00	\$ 24,000.00
				<b>SUBTOTAL</b>	<b>\$ 32,350.00</b>	<b>SUBTOTAL</b>	<b>\$ 30,452.00</b>	<b>SUBTOTAL</b>	<b>\$ 33,150.00</b>

<b>GRAND TOTAL</b>				<b>SUBTOTAL</b>	<b>\$ 960,977.00</b>	<b>SUBTOTAL</b>	<b>\$ 823,597.00</b>	<b>SUBTOTAL</b>	<b>\$ 928,823.00</b>
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**SECTION 00050-AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between, Jefferson County, Florida, hereinafter called "OWNER" and Capital Asphalt, Inc. doing business as a corporation, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the **JEFFERSON COUNTY – THOMPSON VALLEY ROAD RESURFACING.**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the project within **90** consecutive calendar days, thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages for failure to substantially complete the project within the specified time will be set at **\$500.00** per day. Completion means that the OWNER can use the project as designed.

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$823,597.00** as shown in the BID.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) NOTICE TO RECEIVE SEALED BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) BID BOND
- (E) AGREEMENT
- (F) PERFORMANCE BOND
- (G) PAYMENT BOND
- (H) NOTICE OF AWARD

- (I) NOTICE TO PROCEED
- (J) APPLICATION AND CERTIFICATION FOR PAYMENT
- (K) CHANGE ORDER
- (L) GENERAL CONDITIONS
- (M) SUPPLEMENTAL GENERAL CONDITIONS
- (N) NOTICE OF SUBSTANTIAL COMPLETION
- (O) CERTIFICATE OF FINAL COMPLETION
- (P) PUBLIC ENTITY CRIMES STATEMENT
- (Q) ANTI-COLLUSION STATEMENT
- (R) CONFLICT OF INTEREST DISCLOSURE FORM
- (S) DRUG FREE WORKPLACE
- (T) SUPPLEMENTAL TECHNICAL SPECIFICATIONS
- (U) DRAWINGS prepared by Dewberry Engineers, Inc.
- (V) ADDENDA

No. 1, dated \_\_\_\_\_

No. 2, dated \_\_\_\_\_

No. 3, dated \_\_\_\_\_

No. 4, dated \_\_\_\_\_

No. 5, dated \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

ATTEST:

OWNER:

**JEFFERSON COUNTY, FLORIDA**

BY \_\_\_\_\_  
(Signature)

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE Chairman, Jefferson County  
Board of County Commissioners

(SEAL)

ATTEST:

CONTRACTOR:

BY \_\_\_\_\_  
(Signature)

BY \_\_\_\_\_  
(Signature)

NAME \_\_\_\_\_  
(Please Type)

NAME \_\_\_\_\_  
(Please Type)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Employer Identification  
Number \_\_\_\_\_

END OF SECTION 00050

SECTION 00080-NOTICE OF AWARD

TO: Capital Asphalt, Inc.  
1330 Capital Circle NE  
Tallahassee, FL 32308

**PROJECT DESCRIPTION: THOMPSON VALLEY ROAD RESURFACING**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 28, 2018, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$823,597.00**. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Title: Chairman, Jefferson County Board of County

Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ (Print and Sign Name).

Title: \_\_\_\_\_.

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF JEFFERSON COUNTY, FLORIDA TO  
APPLY FOR A GRANT FROM THE STATE OF FLORIDA,  
LAND AND WATER CONSERVATION FUND PROGRAM  
TO ACQUIRE PARCEL ID #01-2S-3E-0000-0081-0000 TO  
SERVE AS A BOATING AND RECREATIONAL  
FACILITY.**

**WHEREAS, JEFFERSON COUNTY desires to apply for a grant for acquisition of property to serve as a boating and recreational facility in Jefferson County, FL.**

**WHEREAS, this grant will enable the County to provide additional boating and recreational facilities; and**

**WHEREAS, there is an intense public demand for boating and recreation facilities in Jefferson County, FL.**

**NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS that the Board does support the grant application to the Land and Water Conservation Fund Program for acquisition of parcel ID #01-2S-3E-0000-0081-0000 to serve as a boating and recreational facility and agrees to amend the currently adopted five year Capital Improvement Plan to include acquisition of parcel ID #01-2S-3E-0000-0081-0000 for fiscal year 2019-2020. The Board also authorizes Kirk Reams, County Clerk, to act as Project Manager for this project, and he has the authority to apply for and administer the grant on behalf of the Jefferson County Board of County Commissioners.**

**DULY PASSED AND ADOPTED by the Jefferson County Board of County Commissioners of Jefferson County, Monticello, Florida, this \_\_\_\_\_ day of February, 2019.**

**ATTEST:**

**JEFFERSON COUNTY BOCC**

\_\_\_\_\_  
**Kirk Reams  
COUNTY CLERK**


\_\_\_\_\_  
**Betsy Barfield  
CHAIRMAN**





## MEMORANDUM

TO: Jefferson County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant – GSG, Inc. 

SUBJECT: Change Order – Cuyler Residence

DATE: January 30, 2019

During construction of the current group of houses, we have discovered several items that require our attention and the issuance of a change order. These items have been reviewed and determined to be necessary to provide a cost effective and appropriate expense, and satisfactory completion of the house.

Homeowner	Contractor	Amount
Dosber Cuyler	Florida Homes, Inc.	\$11,327

Attachments: Cuyler Change Order with backup documentation

**Jefferson County Change Order**  
**CONTRACT FOR REHABILITATION WORK**

**Change Order #** 1

**Owner** Dosber Cuyler & Barbara Brown

**Contractor** Fla. Homes, Inc R/C

**Jobsite Address** 126 Lonnie Road, Monticello FL 32344

The Contract for Rehabilitation Work entered into on 9/13/2018, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

			Original Contract Price	\$77,989.00
Item #	System	Description of Work	Location	Price
		Property is located in floodzone AE. Planning Department requires a benchmark to be established and finished floor elevation to be 2' above benchmark. In addition, soil analysis requires a special engineered foundation.		
		Build special engineered foundation to include up to 12 additional loads of fill, 28 pieces of rebar and 19cy of concrete.		\$8,967
		Provide benchmark and elevation certificate.		\$915
		Provide stand for HVAC due to floodzone requirements.		\$610
		Provide wood landing, steps and handrail as needed for back entrance.		\$610
		Provide handicap toilet in lieu of standard toilet.		\$225
		Provide graduated concrete steps in lieu of ramp at front entrance.		No Charge
		FYI, health department as approved reuse of existing septic tank and drainfield. At this time, it appears a gravity system will be feasible.		
			<b>TOTAL</b>	<b>\$11,327</b>

This Change Order hereby becomes an integral part of the Contract, pursuant to Section 10 of the Contract.

**Check One**

The Contract amount is hereby amended by this change order amount of:	SHIP Funds	Private Funds	New Total (including all previous change orders)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
\$ <u>11,327.00</u>			\$ <u>89,316</u>

The work completion deadline: (check all that apply)

Is not extended  
 Is extended to (date) 4/19/19  
 Occupancy of the structure will be as originally contracted  
 The structure will need to be vacant for an additional \_\_\_\_\_ days

Contractor Signature

Housing Rehab Spec.

*[Handwritten Signature]*

Date

Date,

*1/30/19*

Owner Signature

Local Government Rep

Date

Date



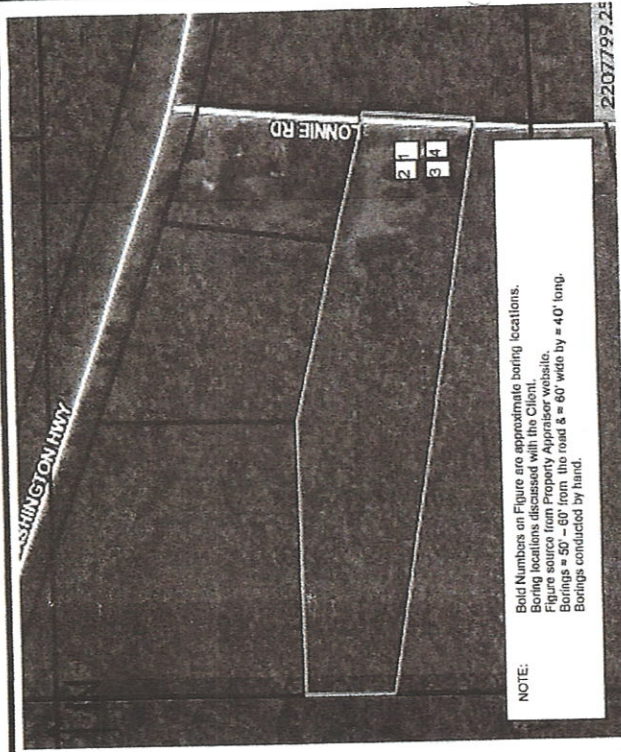
**Southeast**  
GeoGroup

2910 Kerry Forest Parkway, D4-198  
Tallahassee, FL 32309  
850.745.4575

www.segeogroup.com  
Fla. CA No. 306871 Ga. CA No. 006677

Geological | Geotechnical | Environmental

CLIENT: Florida Homes  
JOB No: 18-442  
JOB NAME: 126 Lonnie Road  
DRILL DATE: October 1, 2018  
TAX ID: 16-1N-6E-0000-002C-0000  
COUNTY: Jefferson



2207799.25

Date 10/25/18

C.B. Greene  
Carmen Bourgeois Greene, P.E.  
Florida License No. 40890

Boring Number	Depth (feet)		UNIFIED SYMBOL	SOIL DESCRIPTION AND PROFILES
	FROM	TO		
1	0	0.5	SP-SW	Dark Gray Moist Sand With Roots (Topsoil)
	0.5	1	SP-SW	Gray Moist Sand
	1	4.5	SC-SM	Gray Moist Moderately Clayey Sand
	4.5	5.5	SC-SM	Yellowish Brown/ Light Gray Moist Moderately Clayey Sand
	5.5	6.5	SC-SM	Gray/ Yellowish Brown Very Moist Moderately Clayey Sand
	6.5	10	SC-SM	Gray/ Yellowish Brown Wet Moderately Clayey Sand <i>Groundwater Table Encountered At 5' Depth</i>
2	0	0.5	SP-SW	Dark Gray Moist Sand With Roots (Topsoil)
	0.5	1	SP-SW	Gray Moist Sand
	1	4.5	SC-SM	Gray Moist Moderately Clayey Sand
	4.5	5.5	SC-SM	Yellowish Brown/ Light Gray Moist Moderately Clayey Sand
	5.5	6.5	SC-SM	Gray/ Yellowish Brown Very Moist Moderately Clayey Sand
	6.5	10	SC-SM	Gray/ Yellowish Brown Wet Moderately Clayey Sand <i>Groundwater Table Encountered At 5' Depth</i>
3	0	0.5	SP-SW	Dark Gray Moist Sand With Roots (Topsoil)
	0.5	1	SP-SW	Gray Moist Sand
	1	4.5	SC-SM	Gray Moist Moderately Clayey Sand
	4.5	5.5	SC-SM	Yellowish Brown/ Light Gray Moist Moderately Clayey Sand
	5.5	6.5	SC-SM	Gray/ Yellowish Brown Very Moist Moderately Clayey Sand
	6.5	10	SC-SM	Gray/ Yellowish Brown Wet Moderately Clayey Sand <i>Groundwater Table Encountered At 5' Depth</i>
4	0	0.5	SP-SW	Dark Gray Moist Sand With Roots (Topsoil)
	0.5	1	SP-SW	Gray Moist Sand
	1	4.5	SC-SM	Gray Moist Moderately Clayey Sand
	4.5	5.5	SC-SM	Yellowish Brown/ Light Gray Moist Moderately Clayey Sand
	5.5	6.5	SC-SM	Gray/ Yellowish Brown Very Moist Moderately Clayey Sand
	6.5	10	SC-SM	Gray/ Yellowish Brown Wet Moderately Clayey Sand <i>Groundwater Table Encountered At 5' Depth</i>

**GENERAL NOTES**

- Testing was performed at the location(s) indicated/ flagged by the Client. Borings conducted using hand augers or Simco 2400 drill rig were performed as per ASTM D-1452.
- Boring information provided in this report is based on the driller's logs, collected samples, and visual examination of soils in the field. Boring depths indicated are approximate. The Unified Soil Symbols are based on visual descriptions and estimates. Sieve analysis would be necessary to specifically identify the Unified Soil Symbol types. No inference of the approximate soil bearing capacities or soil compaction characteristics is made within this report.
- Subsurface conditions are expected to vary from one location to the next. The borings provide a characterization of subsurface conditions at the test location; however, local variations are expected to occur, and significant differences in subsurface conditions may be encountered at other locations not tested. No inference is made regarding the presence or absence of karst or subsidence features.
- Groundwater table elevations are representative of the conditions present at the time of testing. Groundwater tables are subject to fluctuation, depending on the amount of rainfall and other factors. The absence of a groundwater table does not mean it will not occur at the tested depth(s) under other conditions.

**SITE NOTES**

Due to the presence of shallow groundwater (within a 5' depth) within the test borings, a specialized foundation is warranted for the tested area. Consultation with a foundation or civil engineer is recommended.

FLORIDA STATE PLANE COORDINATE SYSTEM,  
 ZONE NORTH, NAD 1983/NAVD 1983  
 TRIMBLE 5800 GPS 58001-50 RTK  
 RECEIVER, TRIMBLE 39843-TS SOFTWARE

# DOSBER CUYLER

BEING IN SECTION 16, TOWNSHIP 1  
 NORTH, RANGE 6 EAST, JEFFERSON  
 COUNTY, FLORIDA

SURVEY DATE: OCTOBER 30, 2018



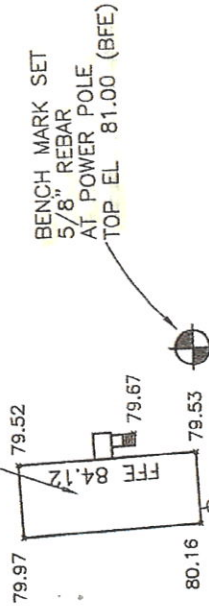
GRAPHIC SCALE: 1 INCH = 60 FT.



GRID N: 542990.369  
 GRID E: 2209917.058  
 LATITUDE: 30°29'26.991"  
 LONGITUDE: -83°44'00.706"

ZONE "AE"  
 F.E.M.A. MAP  
 12065C0350C  
 DATED 2-5-14

TAX PARCEL  
 16-1N-6E-0000-002C-0000  
 126 LONNIE ROAD  
 MONTICELLO, FL 32344



BROKEN VINYL SIDING  
 AS SKIRTING AROUND  
 MOBILE HOME.  
 1,444 S.F.



**Southeastern Surveying, Inc.**  
 601 N. St. Augustine Rd. Telephone: 229-259-9455  
 Valdosta, GA 31601 Fax: 229-259-9926  
 E-mail: bherring@sesurveying.com  
 GA Certificate of Authorization No. 685

*Barbara L. Herring*  
 BARBARA L. HERRING, RLS  
 FLORIDA LICENSE #6194  
 CORPORATE LICENSE #7091  
 DATED: 10-30-18

THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORTS  
 BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED  
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BLACKHAWK ENGINEERING, INC.  
 2417 S. FLEISCHMANN ROAD  
 TALLAHASSEE, FLORIDA 32308  
 PHONE (850) 224-4295 - FAX (850) 386-4295  
 STATE CERTIFICATE NO. 28881



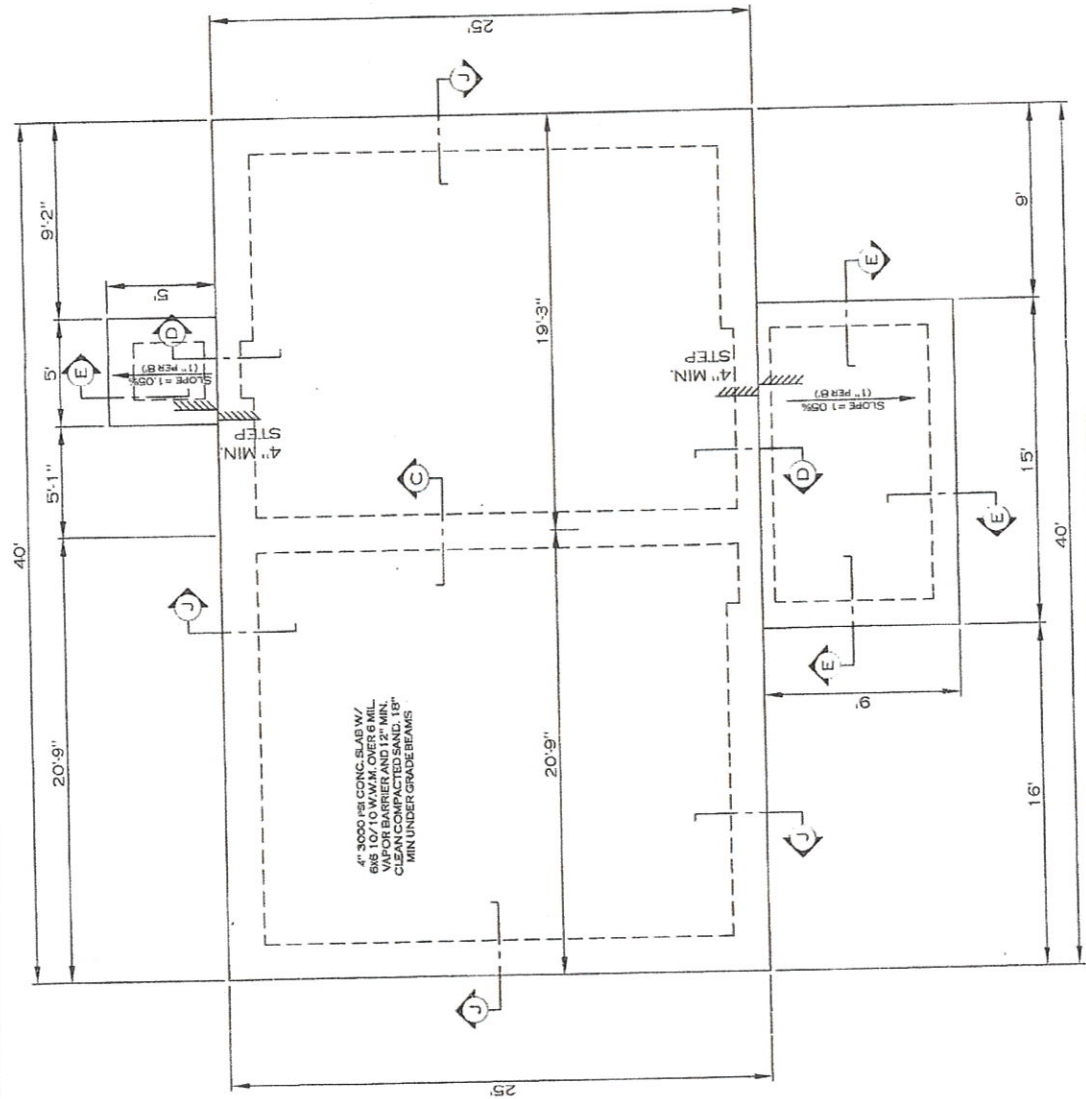
DATE	11/07/18	
CHK. BY	MSC	
DRAWN	MSC	
DESIGNED	MSC	
PROJECT NO.	18BH-265M	
RE. USED BY	DATE	DESCRIPTION

Sheet 1 of 3  
 PROJECT NO. 18BH-265M

PROJECT: 126 LONNIE RD, MONTICELLO, FL (16-1N-6E-0000-02C-0000)  
 TITLE: FOUNDATION LAYOUT  
 SCALE: 3/16" = 1'-0"



- ALL METAL CONNECTORS, ANCHORS AND FASTENERS IN DIRECT CONTACT WITH CONCRETE SHALL MEET THE FOLLOWING MINIMUM STANDARDS:
1. STAINLESS STEEL, TYPE 316L OR EQUAL.
  2. GALVANIZED COATING BY MANUFACTURER; MIN. 0.90 OZ. ZINC PER SQUARE FOOT OF SURFACE AREA (PER ASTM A653).
  3. ALTERNATE - HOT DIP GALVANIZED AFTER FABRICATION; MIN. 2.0 OZ. ZINC PER SQUARE FOOT OF SURFACE AREA (PER ASTM A 123).



FOUNDATION PLAN LAYOUT

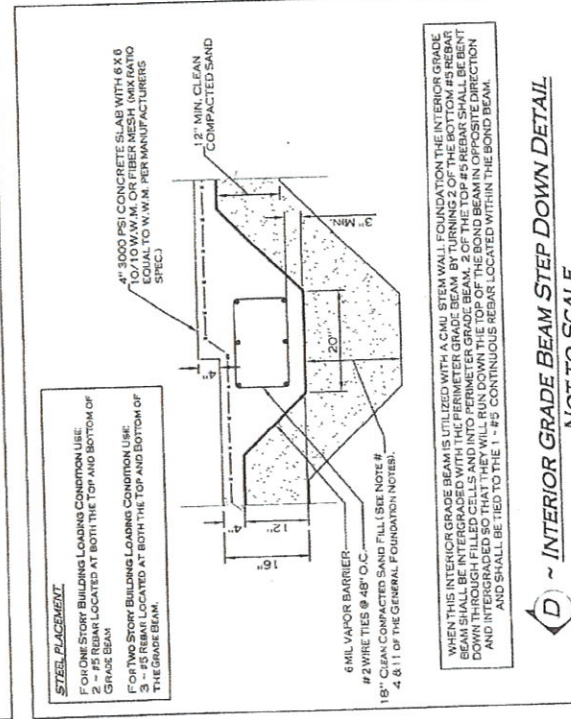
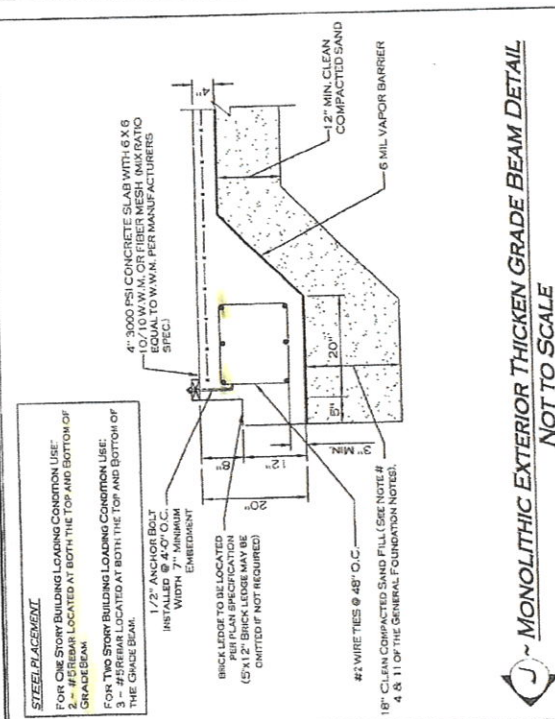
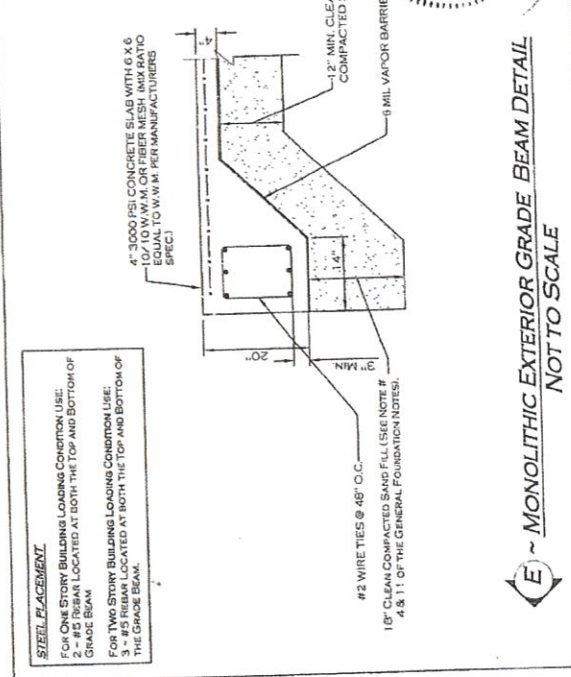
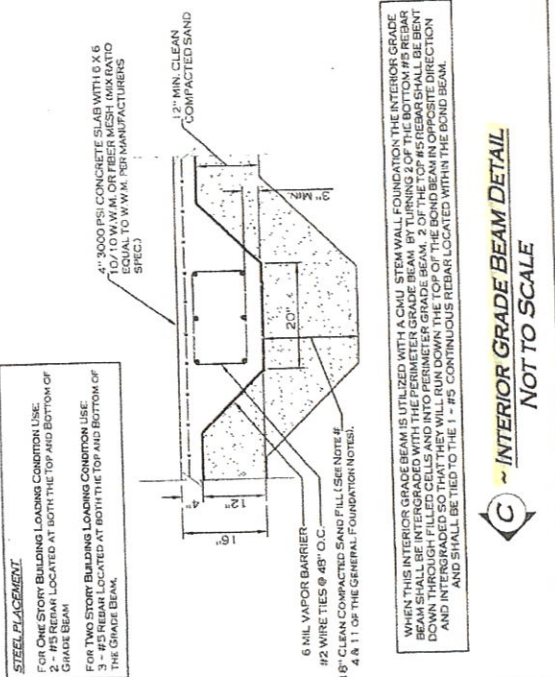
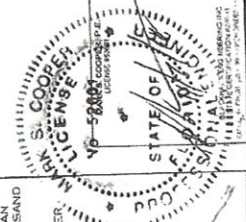
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BLACKHAWK ENGINEERING, INC.  
 2473 FLEISCHMANN ROAD  
 TALLAHASSEE, FLORIDA 32308  
 PHONE (850) 224-4295 - FAX (850) 386-4295  
 STATE CERTIFICATE NO. 8681



PROJECT: 126 LONNIE RD, MONTICELLO, FL (16-1N6E-000-002C-0000)	SCALE: NTS
TITLE: FOUNDATION DETAILS	DESIGNED BY: MSC
DATE: 1/07/18	CHECKED BY: MSC
	DATE: 1/07/18

Sheet 2 of 3  
 PROJECT NO. 18BH-265M



STATE OF FLORIDA ENGINEERING BOARD  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 96-58001  
 MARK S. COOPER  
 1600 N. W. 10TH AVENUE, SUITE 200  
 MIAMI, FLORIDA 33136

BLACKHAWK ENGINEERING, INC.  
 2417 3/4 FLEISCHMANN ROAD  
 TALHASSER, FLORIDA 32308  
 PHONE (850) 224-4295 FAX (850) 386-4295  
 STATE CERTAINING #0000



PROJECT: FOUNDATION NOTES	REVISION BY: DATE
SCALE: NTS	
DATE	
CHECKED: MSC	
DRAWN: MSC	
DESIGNED: MSC	
FILE NAME: 188H-265M	
REVISED BY: DATE	

Sheet 3 of 3  
 PROJECT NO. 188H-265M



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- FOUNDATION GENERAL NOTES:**
- IN THE EVENT OF A CONFLICT BETWEEN THE RULES AND GOVERNING BUILDING CODES AND STANDARDS, THE GOVERNING CODES AND STANDARDS SHALL GOVERN, AND THE ENGINEER OR RECORDS SHALL BE NOTIFIED OF CONFLICT.
  - ALL CONSTRUCTION SHALL COMPLY WITH THE 2017 FLORIDA BUILDING CODE.
  - THE CONTRACTOR SHALL FINISH GRADE AROUND THE FOUNDATION TO PROVIDE POSITIVE WATER DRAINAGE AWAY FROM THE FOUNDATION, AND PREVENT THE DETENTION OF WATER. THE FINISHED GRADE IS TO BE GRADUATED AWAY FROM THE FOUNDATION TO A MINIMUM RATE OF 5% INCHES OF FALL WITHIN THE FIRST 10 FEET FROM THE FOUNDATION. EXTERIOR GRADE SLOPES, WALLS OR OTHER FINISHES SHALL BE TO MAINTAIN A MINIMUM RATE OF FALL WITHIN TEN FEET. THEN GRADINGS OR SWALES SHALL BE PROVIDED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. (FBC SECTION R401.3)
  - MATERIAL SPECIFIC:**

**CONCRETE:** \* 3,000 PSI (FBC R402.2)

    - CONCRETE AIR ENTRAINED. TOTAL AIR CONTENT (PERCENT) BY VOLUME OF CONCRETE SHALL NOT BE LESS THAN 5% OR MORE THAN 7 PERCENT. THIS DETERMINATION SHALL BE AT THE DISCRETION OF THE GOVERNING INSPECTOR.

**STEEL:** \* 60 KSI (FBC R401.1) / FBC 1805.5.2)

**FILL MATERIAL:** \* 95% OF MAX. DRY DENSITY AS DETERMINED BY MOD. PROCTOR (FBC 1803.5)

    - NOTE: COMPACTION TESTS SHALL NOT BE REQUIRED WHEN FILL BESS THAN 12 INCHES IN DEPTH. THIS DETERMINATION SHALL BE AT THE DISCRETION OF THE GOVERNING INSPECTOR.
    - NOTE: THE GOVERNING INSPECTOR SHALL HAVE THE DISCRETION TO CALL FOR A COMPACTION TEST WHEN THE FILL MATERIAL BEING PLACED IS 18 INCHES IN DEPTH AND THE EXISTING COMPACTION DENSITY OF THE FILL MATERIAL IS IN QUESTION.
    - NOTE: WHEN THE DEPTH OF THE FILL MATERIAL IS 18 INCHES OR GREATER COMPACTION TESTS OF THE FILL MATERIAL IS REQUIRED.
  - REBAR SPLICES SHALL HAVE A MINIMUM LAP DISTANCE OF 40 DIAMETERS IN CHU CONSTRUCTION AND A MINIMUM LAP DISTANCE OF 30 DIAMETERS IN HOLOUTING CONSTRUCTION.
  - STEEL REINFORCEMENT THAT IS LOCATED WITHIN INTERIOR GRADE BEAMS SHALL BE SPACED TO THE STEEL REINFORCEMENT LOCATED IN THE EXTERIOR GRADE BEAMS. THE PLACEMENT OF THESE BRACES WILL ASSURE THE CONTINUITY OF THE GRADE BEAM FOOTINGS FOR THE STRUCTURE.
  - EXTERIOR GRADE BEAM FOOTERS SHALL BE PLACED TO RUN CONTINUOUS AROUND THE ENTIRE PERIMETER OF THE STRUCTURE. INTERIOR GRADE BEAMS SHALL BE TIED AND POURED CONTINUOUS WITH ADJACENT INTERIOR GRADE BEAMS AND / OR EXTERIOR GRADE BEAMS AND SLAB.
  - CONCRETE SLABS SHALL HAVE CONCRETE CONTROL JOINT PLACED AT 10 FEET INTERVALS IN EACH DIRECTION. THE JOINT GROOVE SHOULD HAVE A MINIMUM DEPTH OF 7/8 INCHES AND BE REINFORCED WITH 1 INCH REBAR. THE MAXIMUM JOINT SPACING SHOULD BE LIMITED TO A MAXIMUM OF 15 FEET. CONVENTIONAL SAW-CUT JOINTS SHOULD BE RUN WITHIN 4 TO 12 HOURS AFTER THE CONCRETE HAS BEEN FINISHED. JOINTS DURING SAW CUTTING IS AFFECTED BY THE STRENGTH OF THE CONCRETE. JOINTS SHOULD BE FINISHED WITH CLEAN, FINISHED JOINT EDGES. SAW CUTTING SHOULD BE PERFORMED AS EARLY AS PRACTICABLE TO PREVENT CRACKING. JOINTS SHOULD BE FINISHED WITH A MINIMUM BEARING CAPACITY OF 2,000 PSF. (FBC 1805.8.3)
  - INTERIOR LOAD CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AND THE TRUSS MANUFACTURER. ADDITIONAL INTERIOR GRADE BEAMS SHALL BE REQUIRED UNDER ANY LOAD BEARING WALLS OR COLUMNS.
  - MINIMUM DEPTH OF THE FOOTING BELOW UNDISTURBED GROUND SURFACE SHALL BE 12 INCHES (FBC 1805.2 / FBC R403.1.4)
  - PROPOSED MINIMUM COVER FOR REINFORCING STEEL SHALL BE MAINTAINED FROM ALL CONCRETE SURFACES. (FBC 1907.7.1)
  - IF THE WIND LOAD ANALYSIS REQUIREMENTS FOR ANCHOR BOLTS EXCEED THE ANCHOR BOLTS SPECIFIED WITHIN THIS FOUNDATION DESIGN THE WIND LOAD ANALYSIS REQUIREMENTS SHALL GOVERN.
  - THE PRESUMPTIVE LOAD-BEARING VALUE OF THE EXISTING (SOIL) FOUNDATION MATERIALS WITH THE CLASSIFICATION OF SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL AND CLAYEY GRAVEL (SPT N-VALUES) SHALL BE MAINTAINED THE PRESUMPTIVE LOAD BEARING VALUES OF THE TABLE R403.1.1) WHERE THE BORE DIA. IS EQUAL TO 1,500 PSF (CLAY, SANDY CLAY, SILTY CLAY, SILTY SILT AND SANDY SILT (SPT N-VALUES LESS THAN OR EQUAL TO 1,500 PSF (CLAY, SANDY CLAY, SILTY CLAY, SILTY CLAY, SILTY SILT AND SANDY SILT (SPT N-VALUES LESS THAN OR EQUAL TO 1,500 PSF (CLAY, SANDY CLAY, SILTY CLAY, SILTY CLAY, SILTY SILT AND SANDY SILT) WITH AN ALLOWABLE BEARING CAPACITY OF LESS THAN 1,500 PSF ARE DIRECTLY INVESTIGATED (FBC TABLE R401.4.1). THE DESIGN OF THIS FOUNDATION IS BASED ON A MINIMUM BEARING CAPACITY OF 2,000 PSF.

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**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Rick Scott**  
Governor



**Celeste Philip, MD, MPH**  
State Surgeon General and Secretary

**Vision:** To be the Healthiest State in the Nation

November 05, 2018

FL Homes Inc.  
13919 NW 145th Avenue  
Alachua, FL, 32615

*CUYLER*

**RE: Modification to a Single Family Residence - No Bedroom Addition**

**Application Document Number:** AP1371342  
**Centrax Permit Number:** 33-SJ-1888871  
126 Lonnie Road  
Monticello, FL 32344

Dear Applicant,

This will acknowledge receipt of a floor plan and site plan on 10/03/2018 for the use of the existing onsite sewage treatment and disposal system located on the above referenced property.

This office has reviewed and verified the floor plan and site plan you submitted, for the proposed remodeling addition or modification to your single-family home. Based on the information you provided, the Health Department concludes:

1. the proposed remodeling addition or modification is not adding a bedroom; and
2. it does not appear to cover any part of the existing system or encroach on the required setback or unobstructed area.
3. No existing system inspection or evaluation and assessment, or modification, replacement, or upgrade authorization is required.

Because an inspection or evaluation of the existing septic system was not conducted, the Department cannot attest to the existing system's current condition, size, or adequacy to serve the proposed use. You may request a voluntary inspection and assessment of your system from a licensed septic tank contractor or plumber, or a person certified under section 381.0101, Florida Statutes.

If you have any questions, please call our office at (850) 342-0170.


Sincerely,

William Gibson  
ES II  
Department of Health in Jefferson County



## MEMORANDUM

TO: Jefferson County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant – GSG, Inc. 

SUBJECT: Change Order – Holmes Residence

DATE: January 31, 2019

During construction of the current group of houses, we have discovered one item that requires our attention and the issuance of a change order. This items has been reviewed and determined to be necessary to provide an appropriate expense, and satisfactory completion of the house.

Homeowner	Contractor	Amount
Leatha Holmes	Florida Homes, Inc.	\$225

Attachments: Holmes Change Order

**Jefferson County Change Order  
CONTRACT FOR REHABILITATION WORK**

Change Order # 1  
 Owner Leatha Holmes  
 Contractor Fla. Homes, Inc R/C  
 Jobsite Address 1385 East Clark Avenue, Monticello FL 32344

The Contract for Rehabilitation Work entered into on 9/13/2018, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

Item #	System	Description of Work	Location	Original Contract Price	Price
				\$77,989.00	
		Provide handicap toilet in lieu of standard toilet.			\$225
			<b>TOTAL</b>		\$225

This Change Order hereby becomes an integral part of the Contract, pursuant to Section 10 of the Contract.

**Check One**

The Contract amount is hereby amended by this change order amount of:	SHIP Funds	Private Funds	New Total (including all previous change orders)
\$ <u>225.00</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ <u>78,214.00</u>

The work completion deadline: (check all that apply)

- Is not extended
- Is extended to (date) 4/19/19
- Occupancy of the structure will be as originally contracted
- The structure will need to be vacant for an additional \_\_\_\_\_ days

  
 Contractor Signature

1/30/19  
 Date

\_\_\_\_\_  
 Owner Signature

\_\_\_\_\_  
 Date

  
 Housing Rehab Spec.

1/31/19  
 Date,

\_\_\_\_\_  
 Local Government Rep

\_\_\_\_\_  
 Date

T. BUCKINGHAM BIRD  
ATTORNEY AT LAW  
P.O. BOX 247  
Monticello, Florida 32345



(850) 997-3503  
tbbird@nettally.com

(850) 997-7109 (fax)  
170 N. Waukeenah St.

January 31, 2019

David Collins, Esq.  
P. O. Box 541  
Monticello, Florida 32345

Re: Kirk Reams, Clerk of Court  
Attorney Fees


Dear David:

I have delivered your fee statement and your correspondence to the County Commissioners as requested. In order for the Board to consider Kirk's request, it must come before the Board as an agenda item. To agenda this matter will involve a request from the Commission and County Coordinator.

Both Scott Shirley and I feel that because of our close working relationship with the Board and the Clerk, that the Board needs for the matter to be evaluated by independent counsel for study and recommendation to the Board as to all the issues involved, including statutory and case law rulings.

Should you have any questions concerning the above, please contact me.

Best Regards,



T. Buckingham Bird

TBB/ds

Enclosures as stated

# COLLINS LAW FIRM

A PREEMINENT LAW FIRM

310 N. JEFFERSON STREET • P.O. BOX 541

MONTICELLO, FLORIDA 32345

(850) 997-8111

WWW.COLLINS-LAWFIRM.COM

DAVID W. COLLINS\*  
CHUCK COLLINS\*  
\*AV RATED BY MARTINDALE HUBBELL

ERNEST M. PAGE, IV  
OF COUNSEL

December 21, 2018

Honorable Kirk B. Reams  
Clerk of Court  
Jefferson County Courthouse  
Monticello, Florida 32344

*Hand delivered to Attorney TB Buel  
Jan. 28, 2019 JC*

Re: Final invoice for professional services rendered by COLLINS LAW FIRM to Honorable Kirk B. Reams, Clerk of Court for legal representation in State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and Executive Suspension Defense pursuant to Executive Order No. 17-273 signed by Governor Rick Scott on October 18, 2017.

The billing hourly rates were/are \$450.00 per hour to David W. Collins in State of Florida v. Kirk B. Reams and \$300.00 per hour for David Collins and \$200.00 per hour for Charles Collins in the defense of the executive suspension.

Invoice reflects all time expended, fees earned, fees paid and balance due. Invoice does not reflect Costs, at this time. Such will be invoiced by separate cover. At present, such costs are estimated at approximately \$3,300.00 (three thousand three hundred dollars).

Total Attorney fees of outstanding balance due is \$84,163.00.

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244

**ATTORNEY FEES**

(Breakdown by date, time spent, description of work)

<u>Date</u>	<u>Hours</u>	<u>Description</u>
02-13-2017	1.00	Client conference and discussion of representation and retainment
02-17-2017	0.38	Teleconference with Sheriff Hobbs
03-19-2017	0.48	Teleconference with Kirk Reams regarding pending investigation
03-29-2017	1.00	Office visit/conference with Kirk Reams regarding FDLE investigation of laptop and photo allegations

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

<u>Date</u>	<u>Hours</u>	<u>Description</u>
03-31-2017	4.40	Research regarding illegality of allegations of sex in courthouse
04-04-2017	2.60	Research regarding litigating in courts of public opinion ABA Model Rules 3.6, 3.8(f), 8.2 and 8.4
04-05-2017	.46	Teleconference with Kirk Reams regarding research/contact with the FDLE
04-17-2017	2.20	Research regarding present value of 2010 purchase of HP 625 laptop, purchase price \$535.00 retail
04-17-2017	.43	Teleconference with Kirk Reams regarding research of value of laptop and status of investigation
04-26-2017	.30	Teleconference with Kirk Reams regarding status of investigation
05-11-2017	3.20	Research regarding non-criminal allegations and suspension process F.S. Chapters 28, 74, and 112
05-16-2017	.42	Communicate with Kirk Reams regarding status of investigation and research
05-30-2017	.31	Communication with Kirk Reams regarding FDLE Investigation
06-05-2017	.20	Teleconference with Eddie Evans, Assistant State Attorney
06-05-2017	.30	Teleconference with FDLE Agent Troy Cope to have Kirk Reams give a statement
06-05-2017	1.20	Review research provided by Scott Snavely and Kirk Reams regarding value of laptop <u>Austin v. State, et al.</u>
06-06-2017	.30	Communication with Eddie Evans, Assistant State Attorney, regarding Kirk Reams
07-11-2017	.20	Communication with Kirk Reams regarding status of investigation
08-28-2017	.18	Communication with Kirk Reams regarding status of investigation
09-25-2017	.15	Communication with Kirk Reams regarding status of investigation

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

<u>Date</u>	<u>Hours</u>	<u>Description</u>
10-17-2017	.20	Communication with FDLE Agent Troy Cope regarding Kirk Reams self-surrender at jail
10-17-2017	.40	Communication with Eddie Evans, Assistant State Attorney, regarding conditions of surrender
10-17-2017	.52	Visit courthouse, inform courthouse staff of imminent arrest of Kirk Reams
10-18-2017	.23	Teleconference with Sheriff Hobbs regarding arranging Kirk Reams to be booked
10-18-2017	1.10	Trip to jail with Kirk Reams for self-surrender and review probable cause affidavit
10-18-2017	.20	Prepare notice of appearance and file with the Court
10-18-2017	2.30	Research and prepare notice to disqualify Judge Sjostrom
10-19-2017	.40	Prepare motion to modify conditions of release
10-19-2017	.20	Communicate with Judge Sjostrom review of email and order denying motion for recusal
10-19-2017	.42	Teleconference with Kirk Reams and review of County Commission letter stating Kirk Reams has complete authority over county laptops
10-19-2017	.21	Communication with David Finger regarding co-counsel
10-25-2017	.22	Communication with Eddie Evans, Assistant State Attorney, regarding modifying conditions of release
10-25-2017	.18	Communication with Kirk Reams regarding conditions of release
10-27-2017	.20	Communication with MacKenzie Hogan, Assistant State Attorney, regarding modifying condition of release regarding peaceful contact with Britney McClellan
10-30-2017	.25	Prepare and file proposed order granting motion to modify conditions of release

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

<u>Date</u>	<u>Hours</u>	<u>Description</u>
10-31-2017	.20	Communication with MacKenzie Hogan, Assistant State Attorney, regarding discovery
10-31-2017	.41	Communication with MacKenzie Hogan, Assistant State Attorney, regarding discovery
10-31-2017	.20	Teleconference with Kirk Reams, regarding status of discovery
11-01-2017	.20	Prepare / file discovery
11-01-2017	.84	Office visit with Kirk Reams regarding strategy of speedy trial and Rick Scott's order of suspension
11-02-2017	.70	Review of discovery and communication with MacKenzie Hogan, Assistant State Attorney
11-06-2017	.31	Telephonic hearing with the Court regarding Ore Tenus Motion to take depositions
11-06-2017	.52	Draft memorandum of law in support of depositions
11-07-2017	.20	Email communication with Judge and filing of memorandum of law
11-09-2017	.18	Review Court Order granting motion to take depositions
11-09-2017	2.20	Research motion to dismiss, prepare draft, file motion to dismiss
11-10-2017	.50	Prepare notices and subpoenas for depositions
11-13-2017	.72	Contact witnesses regarding service of notices of depositions, file notices of depositions
11-13-2017	1.20	Conference with Attorney David Finger and Kirk Reams
11-13-2017	.15	Teleconference with Kirk Reams regarding the status of his case
11-15-2017	2.70	Prepare for depositions / review Reams' timeline
11-17-2017	.30	Answer to demand for discovery



State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

<u>Date</u>	<u>Hours</u>	<u>Description</u>
11-17-2017	1.50	Conduct depositions for discovery
11-17-2017	1.00	Conference with David Finger and Kirk Reams
11-20-2017	1.00	Review research of State's Traverse
11-30-2017	4.60	Review discovery exhibits and research admissibility
12-02-2017	1.20	Review motion in limine research issues
12-14-2017	2.10	Prepare for motion to dismiss hearing
12-14-2017	.64	Review additional amended answers to discovery
12-15-2017	2.70	Further prepare and court attendance to argue motion to dismiss
12-18-2017	.22	Teleconference with Kirk Reams about motion to dismiss denial and trial preparation
01-03-2018	1.30	Investigate potential witnesses J.T. Surles, Parish Barwick as to testimony
01-04-2018	.61	Contact J. Federici regarding assistant at trial, discussion of case and his duties
01-08-2018	2.20	Prepare Kirk Reams' potential witnesses
01-08-2018	4.20	Prepare for trial, research regarding laptop value, review depositions, prepare and research law regarding possible change of venue
01-09-2018	3.10	Continue to prepare for trial, speak to Tyler McNeil regarding possible testimony, courthouse examination of surplus laptops; review County Rules regarding surplus property
01-09-2018	1.70	Review jury instructions and law regarding possibility of special jury instruction requests
01-09-2018	2.30	Review Jury Venire lists with Kirk Reams and discuss potential challenges

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
 Executive Suspension 17-273 Defense fees in detail

<u>Date</u>	<u>Hours</u>	<u>Description</u>
01-10-2018	6.20	Attend Court for jury selection
01-10-2018	3.30	Further preparation for trial, opening statement, cross examinations; research law for directed motion for judgement of acquittal
01-11-2018	4.80	Attendance at trial
01-11-2018	2.20	Attendance at trial

Total hours 85.14 hours at

Hourly rate \$450.00 per hour =

\$38,313.00 Criminal Case Total.  
15,000.00 Payment Total Credit for Kirk B. Reams

**\$23,313.00** **Total Attorney Fees Unpaid (Owed) in**  
**State of Florida v. Kirk B. Reams, 2017-MM-244.**

Re: Attorney fees due in defense of Executive Suspension by Governor "Rick" Scott pursuant to Florida Constitution and F.S.112. (Does not include costs.)

For professional services, David Collins \$300.00 per hour and Charles Collins \$200.00 per hour:

02/09/2018

Initial conference with Kirk Reams regarding legal challenge of continued suspension by Governor and how fees would be paid.

2.0 hours	David Collins	\$600.00
2.0 hours	Charles Collins	\$400.00

02/09/2018

Correspondence to Senate Counsel Dawn Roberts.

0.3 hours	David Collins	\$135.00
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State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and Executive Suspension 17-273 Defense fees in detail

02/12/2018

Research State Court Challenge versus Federal challenge to judicially determine Right to Office pursuant to F.S.112.45 and strategy meeting.

4 hours each for research, and 1 hour each for meeting

5.0 hours David Collins \$1,500.00

5.0 hours Charles Collins \$1,000.00

02/15/2018

Research regarding public official suspension by executive order of Governor and historical review process. Also, research regarding deprivation of property interest. Logan 455 U.S. 422 (1982).

2.0 hours Charles Collins \$400.00

02/16/2018

Review of Charles Collins research regarding historical review of process regarding suspension of elected officials by Governor and further research of same topic by David Collins.

2.2 hours David Collins \$990.00

02/19/2018

Research regarding immunity; teleconference with Dawn Roberts and Kirk Reams.

3.0 hours David Collins \$900.00

02/22/2018

Continue research regarding possible federal challenge of suspension process as applied to Kirk Reams

3.6 hours David Collins \$1,080.00

02/22/2018

Teleconference with Dawn Roberts

0.4 hours David Collins \$180.00

02/23/2018

Conference with Kirk Reams regarding update of his attempts to negotiate reinstatement by Governor and type of legal challenge to mount whether State Court or Federal Court

1.5 hours David Collins \$450.00

02/27/2018

Preliminary research on Federal determination pursuant to F.S. 112.45 to Right to Office and to challenge suspension pursuant to Fla. Statute 112 and the Constitution of Florida.

2.4 hours David Collins \$720.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

03/07/2018

Conference with Kirk Reams regarding federal determination to Right to Office and other possible relief.

2.1 hours     David Collins     \$630.00

03/08/2018

Research regarding federal determination to Right to Office and suspension process involving Governor Scott and types of relief available for federal challenge to Reams' continued suspension.

4.2 hours     Charles Collins     \$840.00

03/13/18

Review of Charles Collins research, discussion of Harris v Cochran as to its application to present matter

2.0 hours     David Collins     \$800.00

1.2 hours     Charles Collins     \$240.00

03/15/2018

Begin to draft initial complaint, determination of Right to Office and for injunctive relief for filing in Federal Court.

2.2 hours     David Collins     \$660.00

03/18/2018

Finish draft complaint and preparation of draft notice to Attorney General, forward to Reams for review.

3.9 hours     David Collins     \$1,170.00

03/19/2018

Finish research and prepare final draft of complaint and proof read, prepare final notice to Attorney General and civil cover sheet.

2.7 hours     David Collins     \$810.00

03/19/2018

Preparation of summons, certified letter to Pam Bondi re: constitutional challenge of statute.

1.3 hours     Charles Collins     \$260.00

04/12/2018

Telephone conference with Senate Counsel George Levesque and propose to proceed with senate hearing in lieu of litigation.

0.8 hours     David Collins     \$240.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

04/16/2018

Review of Judge's initial scheduling order with Kirk Reams and discuss his role to do research as an Attorney/Clerk under suspension.

1.2 hours     David Collins     \$360.00

04/18/2018

Review of Governor's motion to dismiss with Kirk Reams.

1.5 hours     David Collins     \$450.00

04/19/2018

Legal research regarding Governor's motion to dismiss including procedural due process, standing, Younger Doctrine; conference with Charles Collins and David Finger, Esquire regarding substance of Governor's motion to dismiss.

6.4 hours     David Collins     \$1,920.00

1.1 Hours     Charles Collins     \$220.00

04/24/2018

Continue researching Governor's motion to dismiss.

6.3 hours     David Collins     \$1,890.00

04/26/2018

Prepare and file Public Records Request of Senate and Governor.

1.7 hours     David Collins     \$510.00

04/26/2018

Review of Senate's motion to dismiss with Reams and review Reams' research regarding federal due process concerning elected officials' interest in their office versus public trust.

4.9 hours     David Collins     \$1,470.00

04/27/2018

Communication with George Levesque regarding settlement

0.5 hours     David Collins     \$150.00

04/27/2018

Conference with Charles Collins regarding motions to dismiss and amending complaint.

1.0 hours     David Collins     \$300.00

1.0 hours     Charles Collins     \$200.00

04/29/2018

Draft of amended complaint and research regarding same. Conference with Charles Collins.

0.9 hours     David Collins     \$270.00

2.1 hours     Charles Collins     \$420.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

04/29/2018

Compare and review Governor and Senate's motions to dismiss, research in preparation of filing responses in opposition.

5.2 hours David Collins \$1,560.00

04/30/2018

Review scheduling order/email George Levesque.

0.5 hours David Collins \$150.00

04/30/2018

Continue research regarding Governor's motion to dismiss regarding Jurisdictional and Standing issues. Complete final draft of response in opposition to same. Conference with Charles Collins and Kirk Reams.

6.7 hours David Collins \$2,010.00

2.2 hours Charles Collins \$440.00

05/01/2018

Correspondence with George Levesque regarding civil forfeiture analogies to present case. Research regarding Cochran v. Harris.

1.2 hours David Collins \$360.00

05/02/2018

Conference and email communication with George Levesque regarding settlement.

1.0 hours David Collins \$300.00

05/07/2018

Preparation of final first amended complaint by Charles Collins, reviewed by David Collins.

0.6 hours David Collins \$180.00

1.6 hours Charles Collins \$320.00

05/09/2018

Prepare Request for Admissions to Senate.

2.0 hours David Collins \$600.00

05/09/2018

Prepare Interrogatories for Governor Scott.

1.5 hours David Collins \$450.00

05/09/2018

Prepare for attorney's conference with client, Kirk Reams and Charles Collins. Discussion of amended complaint and its effect on motion to dismiss.

1.0 hours David Collins \$300.00

1.0 hours Charles Collins \$200.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

05/10/2018

Continue research regarding Governor's and Senate's motions to dismiss especially regarding property interest, federal jurisdiction.

4.8 hours      David Collins      \$1,440.00

05/10/2018

Prepare and file Rule 36 Discovery requests, Interrogatories to Governor and Requests for Admissions to Senate.

1.9 hours      David Collins      \$570.00

05/10/2018

Participated in Rule 26(f) parties conference

1.0 hours      David Collins      \$300.00

05/14/2018

Research regarding legislative and executive privilege regarding public records requests and any potential exemptions.

3.1 hours      David Collins      \$930.00

3.2 hours      Charles Collins      \$640.00

05/14/2018

Continue research regarding legislative and executive privilege regarding public records requests exemptions.

3.2 hours      David Collins      \$960.00

05/17/2018

Communication with Senate staff regarding public records request.

0.3 hours      David Collins      \$90.00

05/22/2018

Communication/discussion with Charles Collins regarding research and scope of Senate's public record response.

0.5 hours      David Collins      \$150.00

1.0 hours      Charles Collins      \$200.00

05/23/2018

Read Senate's public records request response.

4.0 hours      David Collins      \$1,200.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

05/23/2018

Reviewed revised motion to dismiss to amended complaint filed by Governor and Senate with Kirk Reams; conference regarding responses.

2.1 hours      David Collins      \$630.00

05/24/2018

Prepared Rule 26 Disclosures; conference with Client Kirk Reams regarding same.

1.9 hours      David Collins      \$570.00

05/24/2018

Amended disclosures.

0.5 hours      David Collins      \$150.00

05/24/2018

Research on Motions to Dismiss regarding issues raised, delay sufficiency re: due process, standing summary affirmances of SCOTUS, facial versus applied statutory deprivation, jurisdiction, Younger Doctrine. Distinguishing Fair v. Kirk in support of property interest. State case law establishing property interest in Federal Court.

8.8 hours      David Collins      \$2,640.00

05/26/2018

Reviewed discovery requests of Florida Senate with client, Kirk Reams, research on privilege of attorney communications work product.

3.0 hours      David Collins      \$900.00

05/29/2018

Review public records disclosure by Governor (in excess of 900 pages).

10.0 hours      David Collins      \$3,000.00

05/30/2018

Reviewed scheduling order to calculate deadlines.

0.4 hours      David Collins      \$120.00

06/03/2018

Begin drafting memorandum in opposition to motions to dismiss by both Governor and Senate and legal research in support thereof.

4.4 hours      David Collins      \$1,320.00

06/04/2018

Continue drafting memorandum in opposition to motions to dismiss; conference with Charles Collins re: property interest.

3.1 hours      David Collins      \$930.00

1.4 hours      Charles Collins      \$420.00



State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

06/05/2018

Final preparation of Memorandums in Opposition, review with client Kirk Reams and review Reams' legal research regarding property interest.

2.7 hours      David Collins      \$810.00

06/15/2018

Reams client conference follow up regarding motions and answer preparation to interrogatories.

1.4 hours      David Collins      \$420.00

06/25/2018

Reviewed discovery, pleadings, disclosures and discovery responses, and evaluating what additional discovery should be served, if any, before discovery deadline.

1.9 hours      David Collins      \$570.00

1.0 hours      Charles Collins      \$260.00

07/09/2018

Reviewed all discovery and public record responses by Senate and Governor with Charles Collins and Kirk Reams: discussed further potential discovery requests.

2.1 hours      David Collins      \$630.00

1.2 hours      Charles Collins      \$240.00

07/17/2018

Conference with Kirk Reams to answer second set of interrogatories; discuss impact of Dave Ramba negotiations; misrepresentation of Senate's response to Collins Law Firm emails.

1.8 hours      David Collins      \$540.00

07/20/2018

Receipt and review of pre-trial order and calculate deadlines.

.3 hours      David Collins      \$90.00

07/20/2018

Review of scheduling order.

0.4 hours      David Collins      \$120.00

07/25/2018

Tele-conference with George Levesque re discovery.

0.3 hours      David Collins      \$90.00

08/01/2018

Reviewed correspondence/email with opposing counsel regarding proposed factual stipulations regarding Dawn Roberts and Dave Ramba.

0.8 hours      David Collins      \$240.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

08/01/2018

Client meeting with Kirk Reams regarding Dave Ramba Attorney/Client privilege issue.

1.5 hours      David Collins      \$450.00

08/03/2018

Tele-conference with George Levesque and multiple emails regarding discovery and deposition of Kirk Reams.

1.0 hours      David Collins      \$300.00

08/06/2018

Text with George Levesque regarding Stipulation to Facts; follow-up tele-conference with Kirk Reams.

0.5 hours      David Collins      \$150.00

08/06/2018

Meet with Kirk Reams regarding responses to Requests for Admissions and prepare for possible depositions.

1.0 hours      David Collins      \$300.00

08/08/2018

Meet with Kirk Reams to answer interrogatories.

1.0 hours      David Collins      \$300.00

08/09/2018

Communications with George Levesque re: deposition of Kirk Reams.

0.5 hours      David Collins      \$150.00

08/10/2018

Communications with George Levesque regarding discovery issues; conference with Kirk Reams regarding the same.

0.7 hours      David Collins      \$210.00

08/13/2018

Conference with George Levesque re: status of Court's ruling; tele-conference with Kirk Reams re the same.

0.3 hours      David Collins      \$90.00

08/16/2018

Review local rules and Federal Rules of civil procedure regarding failure to rule/summary judgement when defendant has not answered.

1.4 hours      David Collins      \$420.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

08/17/2018

Correspondence to Senate, Governor's counsel regarding attorney's conference re: stipulation of facts

0.4 hours      David Collins      \$120.00

08/30/2018

Multiple communications with George Levesque regarding stipulations; conference with Kirk Reams regarding the same.

1.0 hours      David Collins      \$300.00

08/31/2018

Correspondence with George Levesque re: stipulation of facts; correspondence w/ Kirk Reams regarding the same. Conference with Charles Collins regarding legal issue of summary judgement when defendant has not answered.

1.9 hours      David Collins      \$570.00

2.7 hours      Charles Collins      \$540.00

09/03/2018

Begin research on Summary Judgement in Federal Court standard for Court to review.

2.3 hours      David Collins      \$690.00

4.1 hours      Charles Collins      \$820.00

09/06/2018

Reviewed Motion for Summary Judgement with Kirk Reams; compared to motion to dismiss similarities.

1.4 hours      David Collins      \$420.00

09/07/2018

Reviewed Order for Pre-trial conference and draft pre-trial stipulation and email George Levesque regarding such.

0.9 hours      David Collins      \$270.00

09/09/2018

Final research and drafting final memorandum in opposition to Governor's Motion for Summary Judgement.

5.9 hours      David Collins      \$1,770.00

09/10/2018

Research and final draft of memorandum in opposition to Senate's Motion for Summary Judgement.

5.6 hours      David Collins      \$1,680.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

09/18/2018

Research case law re: Plaintiff's property interest in public office.

5.7 hours Charles Collins \$1,140.00

09/20/2018

Review of research regarding property interest and discussion with Charles Collins and Kirk Reams.

2.6 hours David Collins \$780.00

10/01/2018

Final Review of Pre-trial Stipulation and correspondence/telephone communication with George Levesque regarding filing of such.

0.6 hours David Collins \$180.00

10/04/2018

Correspondence with George Levesque regarding continuance.

0.3 hours David Collins \$90.00

10/09/2018

Begin drafting trial brief.

2.1 hours David Collins \$630.00

10/11/2018

Reviewed and revised trial brief.

2.5 hours David Collins \$750.00

10/12/2018

Draft proposed findings of fact and conclusions of law.

3.1 hours David Collins \$930.00

10/14/2018

Reviewed and revised draft findings of fact and conclusions of law regarding property interest citing precedent of State Courts cited in Fair v. Kirk.

5.0 hours David Collins \$1,500.00

10/15/2018

Made additional revisions to trial brief, strategy meeting with Charles Collins regarding not filing conclusions of law considering Defendant's having never answered. Also, research as to whether Motion for /summary Judgement is proper at this junction.

4.1 hours David Collins \$1,230.00

2.5 hours Charles Collins \$500.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

10/15/2018

Continue to prepare for court hearing on 10/18/2018.

2.0 hours      David Collins      \$600.00

10/16/2018

Reviewing and researching Order giving Rule 56(f) notice; conference with client, Kirk /reams regarding the same.

1.1 hours      David Collins      \$330.00

10/16/2018

Continue to prepare for 10/18/2018 Court hearing.

5.0 hours      David Collins      \$1,500.00

10/17/2018

Mock hearing with Charles Collins and Kirk Reams

2.0 hours      David Collins      \$600.00

2.0 hours      Charles Collins      \$400.00

10/17/2018

Final preparations for Court hearing review of case law relied upon; Shepardize same.

3.2 hours      David Collins      \$960.00

10/18/2018

Correspondence with George Levesque re Davis and South Florida Grower's Case and attendance at hearing.

2.6 hours      David Collins      \$780.00

10/18/2018

Conference with Kirk Reams and Charles Collins re: interpretation of Court's Ruling and next steps.

1.1 hours      David Collins      \$330.00

1.0 hours      Charles Collins      \$200.00

11/06/2018

Review of order granting Summary Judgement; research regarding possible appeal; client conference.

3.1 hours      David Collins      \$930.00

11/20/2018

Correspondence/negotiations with Dan Norby regarding possible Reams reinstatement, conference call with client, Kirk /reams.

0.8 hours      David Collins      \$240.00

State of Florida v. Kirk B. Reams, Case No. 2017-MM-244 and  
Executive Suspension 17-273 Defense fees in detail

11/25/2018

Correspondence/telephone conversation regarding Governor's request for written  
argument/evidence by 11/27/2018. Discussion with Client.

2.1 hours      David Collins              \$630.00

11/26/2018

Begin writing Governor's requested written submission.

6.1 hours      David Collins              \$1,830.00

11/26/2018

Conference with Kirk Reams regarding settlement with Governor issue of back pay.

2.1 hours      David Collins              \$630.00

1.6 hours      Charles Collins              \$320.00

11/30/2018

Preparation of draft voluntary dismissal sent to Governor.

0.5 hours      David Collins              \$150.00

12/03/2018

Review and filing of Voluntary Dismissal regarding Governor.

0.3 hours      David Collins              \$90.00

216              hours David Collins =              \$65,230.00

53                hours Charles Collins =              \$10,620.00

Subtotal              \$75,850.00

Payment credit for Kirk B. Reams      \$15,000.00

**Total attorney fees unpaid (owed)  
in defense of executive suspension              \$60,850.00**

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 17-273 (Executive Order of Suspension)

**WHEREAS**, Kirk Reams is currently serving as the Clerk of Court of Jefferson County, Florida; and

**WHEREAS**, an investigation by the Florida Department of Law Enforcement (“FDLE”) has revealed Kirk Reams improperly used his official position to gain access to a government facility after business hours in February 2013 for the purpose of engaging in inappropriate conduct with a paramour therein; and

**WHEREAS**, the FDLE investigation further revealed Kirk Reams misappropriated the resources of his public office between January 2013 and February 2014 by providing the paramour with unauthorized access to, and personal use of, a government laptop computer purchased and owned by the Jefferson County Commission; and

**WHEREAS**, Article IV, Section 7, Florida Constitution, provides that the Governor may suspend from office any county officer for malfeasance, misfeasance, neglect of duty, drunkenness, incompetence, permanent inability to perform official duties, or commission of a felony; and

**WHEREAS**, it is in the best interests of the residents of Jefferson County, and the citizens of the State of Florida, that Kirk Reams be immediately suspended from the public office he now holds, upon the grounds set forth in this Executive Order.

**NOW, THEREFORE, I, RICK SCOTT**, Governor of Florida, pursuant to Article IV, Section 7, Florida Constitution, Florida Statutes, find as follows:

A. Kirk Reams is, and at all times material hereto was, serving as the Clerk of Court of Jefferson County, Florida.

B. The office of Clerk of Court of Jefferson County, Florida, is within the purview of the suspension powers of the Governor, pursuant to Article IV, Section 7, of the Florida Constitution.

C. An investigation by the Florida Department of Law Enforcement revealed Kirk Reams committed malfeasance and/or misfeasance in the abuse of his position of public trust through the improper acts described above, as evidenced by the Affidavit in Support of Arrest Warrant attached hereto, which is incorporated as if fully set forth in this Executive Order.

D. Kirk Reams has been arrested and charged with one count of Petit Theft (\$100 or more), a first-degree misdemeanor in violation of section 812.014(2)(e), Florida Statutes, as evidenced by the Warrant attached hereto, which is incorporated as if fully set forth in this Executive Order.

**BEING FULLY ADVISED** in the premises, and in accordance with the Constitution and the laws of the State of Florida, this Executive Order is issued, effective immediately:

Section 1. Kirk Reams is suspended from the public office that he now holds, to wit: Clerk of Court of Jefferson County, Florida.

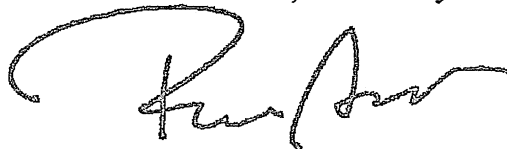
Section 2. Kirk Reams is prohibited from performing any official act, duty, or function of public office; from receiving any pay or allowance; and from being entitled to any of the emoluments or privileges of public office during the period of this suspension, which period shall be from today, until a further Executive Order is issued, or as otherwise provided by law.



ATTEST:

  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of Florida to be affixed at Tallahassee, this 18th day of October, 2017.



RICK SCOTT, GOVERNOR

2017 OCT 18 PM 1:53  
FALL  
DATA

FBI



Affidavit In Support of Arrest Warrant

DEFENDANT: Kirk Bradley Reams

CHARGES: One (1) Count Petit Theft, First Degree Misdemeanor – F.S.S. §812.014 (2)(e)

SUMMARY OF OFFENSE AND PROBABLE CAUSE

Before me, the undersigned authority, Your Affiant, Inspector Troy K. Cope, who, being first duly sworn stated that beginning in January of 2013 through February of 2014, in Jefferson County, Florida, the aforementioned defendant did commit one count of the offense of Petit Theft, a 1<sup>st</sup> degree misdemeanor in violation of Florida State Statutes.

On November 29, 2016, members of the Florida Department of Law Enforcement (FDLE) Office of Executive Investigations (OEI), Public Corruption Unit met with Jefferson County Sheriff David Hobbs regarding allegations against Jefferson County Clerk of the Court (JCCC) Kirk Reams. Sheriff Hobbs indicated that the former girlfriend of JCCC Reams, Brittany McClellan, claimed that JCCC Reams took nude photographs of her inside the Jefferson County Courthouse. Sheriff Hobbs requested assistance from FDLE to evaluate the allegations made by McClellan, and determine if there were any criminal violations.

On December 6, 2016, OEI Inspectors conducted a sworn recorded statement of McClellan. McClellan detailed her romantic relationship with JCCC Reams from the summer of 2012 through the summer of 2013. McClellan's primary allegation related to nude photographs JCCC Reams took of her within the chambers of the Circuit Judge at the Jefferson County Courthouse after hours in February of 2013. The existence of the photographs were confirmed, but the investigation found that the circumstances surrounding how they were obtained did not constitute a crime.

During the interview McClellan provided additional allegations against JCCC Reams to include that he gave her a laptop for personal use that was the property of the JCCC on a date prior to April of 2013. JCCC Reams provided her a laptop that was the property of the JCCC. According to McClellan, JCCC Reams indicated to her that it was an extra laptop from the courthouse that was not currently in use. McClellan stated that she utilized the laptop for personal use, to shop for items from Mary Kay, and to order supplies for her hair salon, located at 247 North Jefferson Street in Monticello, Florida.

McClellan stated that in June or July of 2014 (June 17, 2014), she was involved in an altercation with JCCC Reams at her residence, located at 64 Briar Road in Monticello, Florida. The altercation resulted in her arrest by the Jefferson County Sheriff's Office (JCSO Case #14002085). Upon returning to the residence after being released from jail, McClellan found that the laptop was missing from her residence, and assumed that JCCC Reams had taken the laptop from the residence. Although their relationship ended, JCCC Reams had access to the residence, as he was paying the rent, according to McClellan.

McClellan provided details of her laptop usage to include her use of the laptop at her salon. McClellan further advised that she used the laptop to access the internet through the wireless router at Vintage Treasures, located at 235 North Jefferson Street in Monticello, Florida (business adjacent to McClellan's salon). This location was the only place she recalled accessing the internet from, as she did not have internet service of her own at the salon or at her residence.

On January 31, 2017, OEI Inspectors met with Pam Willis at Vintage Treasures. Willis confirmed that McClellan used to have a salon next door, and that she provided McClellan with the wireless router password to access the internet. Willis indicated that the time frame that this occurred was in 2013 / 2014. With Willis' authorization, OEI Inspectors accessed the Modem Configuration to obtain information about devices that have connected to Willis' wireless router.

Upon inspection of the router, OEI Inspectors located a list of records with the following information: Device Name; Media Access Control (MAC) Address; and IP Address. The MAC Address identifies the hardware component of the laptop that connects to the

internet through a router, which can be a wired or wireless connection. OEI Inspectors reviewed some of the Device Names with Willis, who confirmed that they appeared to be that of individuals she had allowed to connect to the wireless router by providing them the password. A Device Name of interest was located, "COMMISSIONLT3," with the associated MAC Address of "00-26-82-DB-69-C4," which was not familiar to Willis.

On February 13, 2017, OEI Inspectors served a subpoena to Chief Deputy Clerk for the JCCC, Tyler McNeill, seeking identifying information related to all laptops under the control of the JCCC from 2010 to the present, and specifically anything related to a laptop identified as "COMMISSIONLT3." McNeill identified six laptops maintained by the JCCC, for both the JCCC and the Jefferson County Commission. McNeill believed "COMMISSIONLT3" was a laptop for the Jefferson County Commission. It was determined that a manual search of the laptops would identify if any of the six laptops under the control of the JCCC had the identified MAC Address.

On March 8, 2017, OEI Inspectors conducted a manual search of the laptops with McNeill at the Jefferson County Courthouse. McNeill provided access to the six laptops that he found related to the aforementioned subpoena. The MAC Address of "00-26-82-DB-69-C4" was located on a HP model 625 laptop that was under the control of the JCCC. McNeill provided an invoice from HP, dated November 14, 2010, related to the purchase of six HP 625 laptops. Per the invoice, the purchase price of each laptop was \$535.00. Additionally, HP service plans were purchased for each laptop for \$234.00. A stamp on the invoice indicated that it was purchased by the "Board of County Commissioners Jefferson County, Florida General Fund."

On March 20, 2017, OEI Inspectors served a search warrant at the Jefferson County Courthouse and seized the laptop for forensic examination by the FDLE Tallahassee Regional Operations Center Crime Laboratory Digital Evidence Section. A physical examination of the laptop by OEI Inspectors located the Product # (XT961UT#ABA), and Serial # (CNU045323N), which corresponded to one of the HP laptops purchased by the Jefferson County Board of County Commissioners on November 14, 2010, listed on the invoice.

OEI Inspectors reviewed the recovered information from the forensic analysis completed by the Digital Evidence Section. The review confirmed the laptop's MAC Address was "00-26-82-DB-69-C4." A network profile was located, named "vintagetreasures," which the laptop first connected to on December 22, 2013, and last connected to on February 26, 2014.

OEI Inspectors reviewed the recovered information to determine if the activity on the laptop corroborated McClellan's statement. Information recovered from the Firefox Form History in January 2013, contained saved information related to McClellan's clients, to include JCCC Reams. Additionally, marykay.com appeared to have been accessed to order cosmetics. Email addresses located in the recovered information included brittany.mcclellan850@gmail.com and brittanysbeautyhut@gmail.com.

The information recovered from the forensic analysis supported McClellan's statements that she was in possession of the laptop and used it for her business from approximately January of 2013 through February of 2014. It should be noted that the reviewed information from the period which McClellan stated she had possession of the laptop did not reveal information that would indicate the laptop was used for business related to the Jefferson County Commission, and/or JCCC Reams.

The information recovered from the forensic analysis of the laptop also suggested that other individuals were in possession of the laptop during the aforementioned time frame. Multiple Skype calls and Chat Messages were identified between user profiles of a Shoshanna Mast and Autumn Mauran. Additionally, Facebook.com was utilized under the users Shoshanna Mast and Tona Mast during the same time frame.

On May 18, 2017, OEI Inspectors obtained a sworn recorded statement from Tona Mast in relation to her use of the laptop. Tona Mast indicated that she became acquainted with McClellan when McClellan opened her salon in Monticello sometime in 2011 or 2012. Tona Mast stated that her daughter, Shoshanna Mast, was friends with McClellan, and also assisted McClellan at the salon. Tona Mast indicated that she had internet service at her residence (635 South Mulberry Street in Monticello, Florida), and had a wireless router that she allowed McClellan to access with the laptop. Tona Mast stated that Shoshanna Mast also used the laptop to check McClellan's email related to

her salon while at the residence. Tona Mast confirmed that searches located on the laptop related to the Abeka curriculum were done by her. Tona Mast recalled that that she had searched for some material she needed, that she utilized the Abeka curriculum for her children which she homeschooled.

As for how McClellan obtained the laptop, Tona Mast was advised by McClellan that, JCCC Reams retrieved the laptop from his office and gave it to McClellan to use. The laptop was given to McClellan by JCCC Reams for McClellan's business, according to Tona Mast. Tona Mast knew that JCCC Reams was an elected official in Jefferson County at the time McClellan obtained the laptop.

On May 19, 2017, OEI Inspectors obtained a sworn recorded statement from Shoshanna Mast in relation to her use of the laptop. Shoshanna Mast became acquainted with McClellan sometime during 2012. Shoshanna Mast stated that she babysat for McClellan at her salon, located next to the Post Office (275 North Jefferson Street) in downtown Monticello. Shoshanna Mast indicated that at this time she was interested in Cosmetology, so McClellan began to teach her about various techniques and Shoshanna Mast assisted her with other aspects of McClellan's business.

Shoshanna Mast assisted McClellan at various times with moving the location of her salon, painting, ordering items from Mary Kay, and setting up email accounts for McClellan's salon. Shoshanna Mast indicated that McClellan was in possession of a laptop that was given to her by her boyfriend at the time, JCCC Reams. McClellan advised Shoshanna Mast that the laptop was "from the courthouse," which Shoshanna Mast believed was a "business laptop," from JCCC Reams' office.

Shoshanna Mast stated that McClellan allowed her to take the laptop to her residence (685 South Mulberry Street in Monticello, Florida), where she connected the laptop to her home internet. In addition to using the laptop for McClellan's salon related activities, Shoshanna Mast also utilized the laptop for personal use. Shoshanna Mast indicated that she used the laptop to contact her friend, Autumn Mauran, who had moved to Hawaii through Skype.

Shoshanna Mast confirmed Google searches located on the laptop as being done by her to include various actors / actresses and other celebrities, bands, bridesmaid dresses, searches related to braces, and craigslist searches. Shoshanna Mast believed that the searches related to a 2001 Chevy Impala window needing repair, and for the Abeka curriculum that were located during the analysis of the laptop, were probably from her mother, Tona Mast who owned a 2001 Chevy Impala and homeschooled Shoshanna Mast and her siblings during the time of these searches (August and September of 2013).

Shoshanna Mast indicated that McClellan did not have an internet connection at any of her salon locations. Anytime the laptop accessed the internet while at the salon, a neighboring business' wifi connection was utilized. Shoshanna Mast confirmed that the Gmail accounts of brittany.mcclellan850@gmail.com and bittanysbeautyhut@gmail.com were for McClellan and her salon.

Inspector Cope reviewed additional information recovered from the forensic analysis to attempt to determine the extent the laptop was used for official business. Only four (4) documents were located on the laptop that appeared to be used for JCCC official business; however, the documents appeared to be templates and were added after the time McClellan was in possession of the laptop. The forensic analysis also indicated that the laptop was in the possession of Johnnie Abron, the former "IT Director" of the JCCC. Abron confirmed that he was in possession of a laptop that was provided to him from the JCCC in October of 2011, until December of 2012, when his employment ended with the JCCC.

As a result of this investigation, it was determined that from January 2013 through February 2014, JCCC Reams knowingly obtained a HP 625 laptop (Identified with MAC Address "00-26-82-DB-69-C4" and Serial #CNU045323N) purchased by the Jefferson County Commission on November 14, 2010, and provided it to Brittany McClellan for her personal use, in which she was not entitled. In doing so, JCCC Reams temporarily deprived the Jefferson County Commission of the aforementioned HP 625 laptop, in violation of Florida State Statute §812.014(2)(e), a first degree misdemeanor.

The proceeding is true to the best of my knowledge or belief.

Signature [Signature] Agency: Florida Department of Law Enforcement  
Circuit Judge James C. Haulseisen  
Notary/ASA  
Notarization: Sworn and subscribed before me this 16<sup>th</sup> day of Oct, 2017.  
My commission expires: \_\_\_\_\_

ORDER: THIS CAUSE coming before me as First Appearance Magistrate, and having reviewed the preceding Affidavit, find: Probable cause sufficient.  
Probable cause not sufficient and unless corrected within seventy-two hours, the defendant shall be released on his own recognizance.

Bond Amount Requested R.O.R. \*  
Judge's Signature James C. Haulseisen

\* no contact with Brittany  
McClellan  
JCH

In the County Court  
Jefferson County, Florida

STATE OF FLORIDA  
Vs.

Kirk Bradley Reams  
Defendant.

COMPLAINT

[Redacted]

Address.

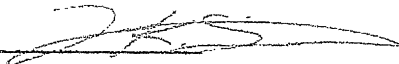
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF  
FLORIDA:

Before me, the undersigned authority, personally appeared Inspector Troy K. Cope, who on the 16th day of October, A.D. 2017, in Jefferson County, Florida, being first duly sworn says that, the aforesaid defendant

Did knowingly and unlawfully endeavored to obtain or to use a HP 625 laptop, property of the Jefferson County Commission, by use of his position as the Jefferson County Clerk of the Court, with the intent to either temporarily or permanently deprive the Jefferson County Commission the right to the property and appropriate the property for the use of any person not entitled thereto. The value of the HP 625 laptop taken was \$100.00 or more but less than \$300.00 in violation of Section 812.014(2)(e), Florida Statutes.

Contrary to the statute, rule regulation or other provision of law in such case made and provided, and against the peace and dignity of the State of Florida.

Inspector Troy K. Cope




Complainant

Florida Department of Law Enforcement, 2331 Phillips Road, Tallahassee, FL

Address

Sworn to and subscribed before me this 16th day of October 2017.

  
Assistant State Attorney EVANS

SEAL

Warrant #  
Agency Case # EL-73-8632  
Officer I.D. # 1202  
Charge: Petit Theft  
Count 1  
Degree of Charge: 1st Misd.  
Statute No. : 812.014(2)(e)  
DOB: 02-07-1977  
Sex: Male  
Race: White Hgt: 5'11"  
Wgt: N/A Hair: Brown  
Eyes: Blue  
SSN: [Redacted]  
FL DL# [Redacted]



In the County Court  
Jefferson County, Florida  
STATE OF FLORIDA  
Vs.

Kirk Bradley Reams

Defendant.

WARRANT

[REDACTED]

Address.

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF  
FLORIDA:

TO ALL AND SINGULAR THE SHERIFFS OF THE STATE OF  
FLORIDA

Warrant #  
Agency Case # EI-73-8632  
Officer I.D. # 1202  
Charge: Petit Theft  
Count 1  
Degree of Charge: 1st Misd.  
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Wgt: N/A Hair: Brown  
Eyes: Blue  
SSN: [REDACTED]  
FL DL# [REDACTED]

Before me, the undersigned authority, personally appeared Inspector Troy K. Cope, who on the 16th day of October, A.D. 2017, in Jefferson County, Florida, being first duly sworn says that, the aforesaid defendant

Did knowingly and unlawfully endeavored to obtain or to use a HP 625 laptop, property of the Jefferson County Commission, by use of his position as the Jefferson County Clerk of the Court, with the intent to either temporarily or permanently deprive the Jefferson County Commission the right to the property and appropriate the property for the use of any person not entitled thereto. The value of the HP 625 laptop taken was \$100.00 or more but less than \$300.00 in violation of Section 812.014(2)(e), Florida Statutes.

Contrary to the statute, rule regulation or other provision of law in such case made and provided, and against the peace and dignity of the State of Florida.

THESE ARE, THEREFORE, to command you to arrest instanter the aforesaid defendant and bring him or her before me to be dealt with according to law.

Given under my hand and seal this 16<sup>th</sup> day of October 2017.

James E. Hausen  
Judge

WARRANT

IN THE COUNTY COURT

JEFFERSON COUNTY, FLORIDA

THE STATE OF FLORIDA, PLAINTIFF

VS.

Kirk Bradley Reams

Defendant

[REDACTED ADDRESS]

Address

WARRANT

One Count of Petit Theft-First Degree Misdemeanor

THE AMOUNT OF BAIL IN THIS CASE IS HEREBY SET IN THE SUM OF

\$ R.O.R. ★

no contact with Brittany ~~McClellan~~  
McClellan.  
JEB

STATE OF FLORIDA  
OFFICE OF THE GOVERNOR  
EXECUTIVE ORDER NUMBER 18-341

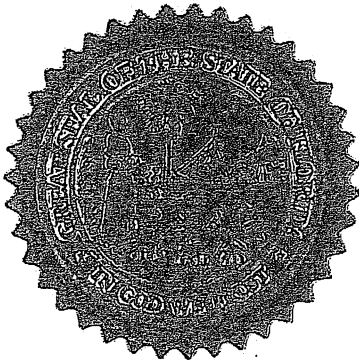
WHEREAS, on October 18, 2017, I issued Executive Order 17-273 suspending Kirk Reams from the Office of Clerk of the Court for Jefferson County, Florida; and

WHEREAS, Article IV, section 7, Florida Constitution provides that a suspended officer may be reinstated by the Governor at any time prior to removal;

NOW THEREFORE, I, RICK SCOTT, Governor of Florida, pursuant to section Article IV, Section 7(a), Florida Constitution, issue this Executive Order:

Section 1. Effective December 1, 2018, Kirk Reams is reinstated to the public office that he held at the time of the above-mentioned suspension, to-wit Clerk of the Court for Jefferson County, Florida.

Section 2. Effective December 1, 2018, Executive Order 17-273 is revoked and the suspension of Kirk Reams is terminated.



IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of the State of Florida to be affixed at Tallahassee this 30<sup>th</sup> day of November, 2018.

  
RICK SCOTT, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

FILED  
2018 NOV 30 PM 1:26  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

SETTLEMENT AGREEMENT BETWEEN  
KIRK REAMS AND  
GOVERNOR RICK SCOTT

This SETTLEMENT Agreement ("Agreement") is entered into this 28th day of November, 2018 between KIRK REAMS ("Reams") and GOVERNOR RICK SCOTT ("the Governor"), (jointly referred to as the "Parties").

**WHEREAS**, On October 18, 2017, Reams was suspended by executive order from his elected position of Clerk of the Court for Jefferson County Florida for acts found to constitute malfeasance and misfeasance; and

**WHEREAS**, The Florida Constitution, Article IV, section 7(a) provides in relevant part that the Governor may suspend any county officer for malfeasance or misfeasance; and

**WHEREAS**, The Florida Constitution, Article IV, section 7(a) further provides that the Governor may reinstate any suspended officer prior to removal by the Florida Senate; and

**WHEREAS**, Reams has challenged the lawfulness of his suspension under the Due Process Clause of the United States Constitution; and

**WHEREAS**, the United States District Court for the Northern District of Florida retains jurisdiction over the controversy in Case No: 4:18c154.

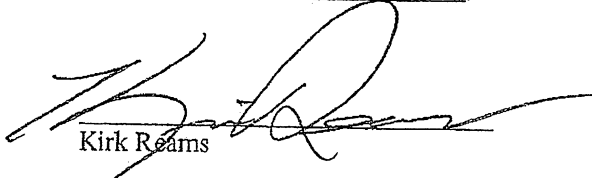
**WHEREAS**, the Parties have reached an agreement that the conditions below provide the best resolution to the controversy.


**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties intending to be legally bound do hereby stipulate and agree as follows:

1. In consideration of this Agreement, Reams waives any entitlement to back pay for the period that he was suspended from his office as Clerk of the Court for Jefferson County.
2. In further consideration, Reams, his heirs, executors, administrators, successors and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge the Governor, his agents, employees, assigns, successors, administrators, and all other persons, firms, corporations, associations, or partnerships acting by, through, or under any of them, of and from any and all charges, claims, complaints, liabilities, obligations, causes of action, promises, agreements, controversies, damages, suits, rights, demands, costs, losses, grievances, debts and expenses (including attorney's fees and costs), of any nature whatsoever, known or unknown, suspected or unsuspected, relating to or arising from the 2017 suspension of Reams from the office of Clerk of the Court for Jefferson County.
3. Upon receipt of this signed agreement, the Governor will issue an executive order reinstating Reams as the Clerk of the Court for Jefferson County, Florida, effective December 1, 2018.

4. Within 2 business days after the issuance of the Executive Order Reinstating Reams, Reams will file a Stipulation of Dismissal with Prejudice with the District Court for the Northern District of Florida voluntarily dismissing with prejudice all and any further claims against the Governor arising from Reams's 2017 suspension from office.
5. The Parties agree and state that no promise, inducement, or agreement not expressly contained herein has been made, and that this Agreement contains the entire agreement between the Parties hereto, and that the terms of this Agreement are contractual and not a mere recital.
6. The Parties agree that this Agreement is a negotiated settlement that has been drafted by both Parties, with equal opportunity to both Parties to review and edit. As such, the Agreement shall not be construed for or against either party as drafter.
7. The Parties agree that this Agreement shall not be used as precedent for the resolution of any other dispute or disciplinary appeal that may now exist or any that may hereafter arise, nor shall this Agreement be used as evidence in any other proceeding except a proceeding to enforce the terms of this Agreement.
8. The Parties agree that this Agreement constitutes their entire and final understanding with respect to the subject matter of this Agreement.
9. The Parties have read this Agreement and fully understand it.

Signed this 28<sup>th</sup> of November, 2018.

  
Kirk Reams

  
Daniel Nordby, General Counsel  
Executive Office of Governor Rick  
Scott