



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:

June 6, 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

3. PUBLIC HEARING (6:00 p.m. or soon thereafter) – PLANNING DEPT.:

Major Development & Special Exception Site Plan - Medical Marijuana Ag. Growing Facility

4. CONSENT AGENDA

a) Approval of Agenda

b) General Fund / Transportation Vouchers For Approval: 4.18.2019

c) BOCC Minutes For Approval 5.2 & 16.2019 – Regular Board Meeting

5. GENERAL BUSINESS:

a) Opera House Designated as Official Local Arts Agency

b) Jefferson EMS Client Write Off Report April 2017 \$172,667.11

c) Lake Road SCOP Agreement/Resolution

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

7. CLERK OF COURTS –

8. COUNTY COORDINATOR –

a) Solid Waste Dept. Request to Surplus 1999 Chevy Blazer

b) Road Department – Reports and Activity

9. COUNTY ATTORNEY :

a) Proposed Settlement with Kirk Reams

b) Resolution: Morris Propane Settlement

10. COUNTY 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

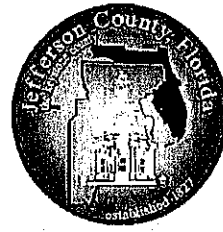
Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney

Jefferson County, Florida
Planning Department
445 W. Palmer Mill Rd
Monticello, FL 32344
Phone (850) 342-0223
Fax: (850) 342-0225



Memorandum

TO: Jefferson County Board of County Commissioners
FROM: Planning Commissioners and Shannon Metty, Planning Official
SUBJECT: Special Exception Site Plan and Major Development Application
DATE: May 30, 2019

CC: Parrish Barwick, Scott Shirley

Major Development and Special Exception Site Plan Medical Marijuana Agricultural Growing Facility

Description:

The application is for a Major Development with a Special Exception for use of the property as an agriculturally based Medical Marijuana Grow Facility. The Major Development is to be located on the parcel with the ID 08-1S-4E-0000-0043-0000 and is the designated Land Use District of AG-5. The development is located on W Capps Hwy, 0.5 miles to the east of the intersection of W Capps Hwy and Waukeenah Hwy on 85 acres.

This facility will be 3 large buildings, 250,000 sqft each to be completed in three phases. An additional 4 buildings, each 24,000 sqft, will complete the project with a fourth phase. The projected employment for the facility is approximately 300 employees upon completion.

Legal Notices:

The Major Development Special Exception Application has been advertised in the local newspaper and signs have been posted regarding the proposed development and Post Office receipts are in the file.

Surrounding Land Use:

North, East, West- Agriculture 5
South-Mixed Used Suburban Residential

Roads:

The property access is proposed to be from West Capps Highway, which is a four-lane paved state-maintained highway. An approval letter from FDOT for the driveway will be required. The attached Traffic Study suggests these facilities will not have adverse effects on the daily traffic, however the Planning Commission is recommending as a condition of approval that an additional Traffic Study be conducted upon completion of this project to ensure any unforeseen traffic issues.

Drainage:

This parcel is located outside any Special Flood Hazard Areas. Please see attached FIRMette. A stormwater drainage permit from Suwannee River Water Management District is required for this development and its holding pond.

Wastewater Disposal/Potable Water:

These buildings will be connected to the Jefferson Community Water System for potable water supply. The first phase building will be connected to a septic unit, with future plans to connect to the City of Monticello sewer system in the second or third phase of this project.

Buffer:

A minimum of 50-foot buffer around the perimeter of the property will consist of natural vegetation. The applicator will fill any holes in the buffer with Florida Native Vegetation 3 inches in diameter and 4.5 feet in height per our Land Development Code Section 5.3.5.B.2.a..

Parking:

A total of 365 spaces, with 8 handicap spaces, will be provided for employee parking. The parking lot also meets our design standards for a parking lot, Section 5.3.5. Landscaping of Vehicular Use Areas.

Noise and Odor Control:

Noise and odor will be controlled through the landscaping buffering, as well as carbon filters on the exhaust vents on the buildings. Should additional controls be required, the applicant has agreed to make improvements.

This application has met all requirements of the Jefferson County Land Development Code. It is the recommendation of the Planning Commission and Planning Staff that this project be approved for development.

Sincerely,



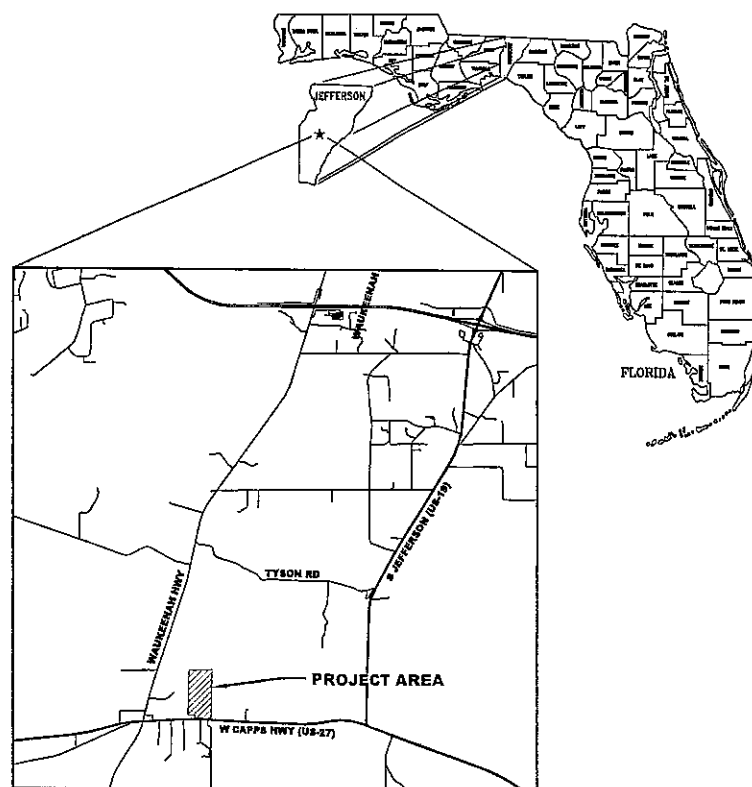
Shannon Metty
Jefferson County Planning Official

TRULIEVE JEFFERSON FACILITY

SITE PLAN SUBMITTAL

INDEX OF SHEETS

C-100	COVER
C-101	EXISTING CONDITIONS
C-102	SITE LAYOUT PLAN
C-103	PHASING PLAN
C-104	UTILITY PLAN



LOCATION MAP
1" = 5000'

LAND USE: AGRI-05
TAX ID: 08-15-4E-0000-0043-0000

PREPARED FOR:

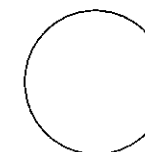
KIM RIVERS
INKBRIDGE, LLC
3919 WEST MILLERS BRIDGE ROAD
TALLAHASSEE, FL 32312

PREPARED BY:

URBAN CATALYST CONSULTANTS
2851 REMINGTON GREEN CIRCLE
TALLAHASSEE, FL 32308
(850) 999-4241
www.ucceng.com

MAY 6, 2019

ENGINEER OF RECORD:



SEAN K. MARSTON, P.E.
FLORIDA LICENSE No. PE - 55887
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 30572

SEAN K. MARSTON
PROFESSIONAL ENGINEER
DATE OF SIGNATURE

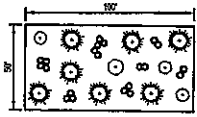
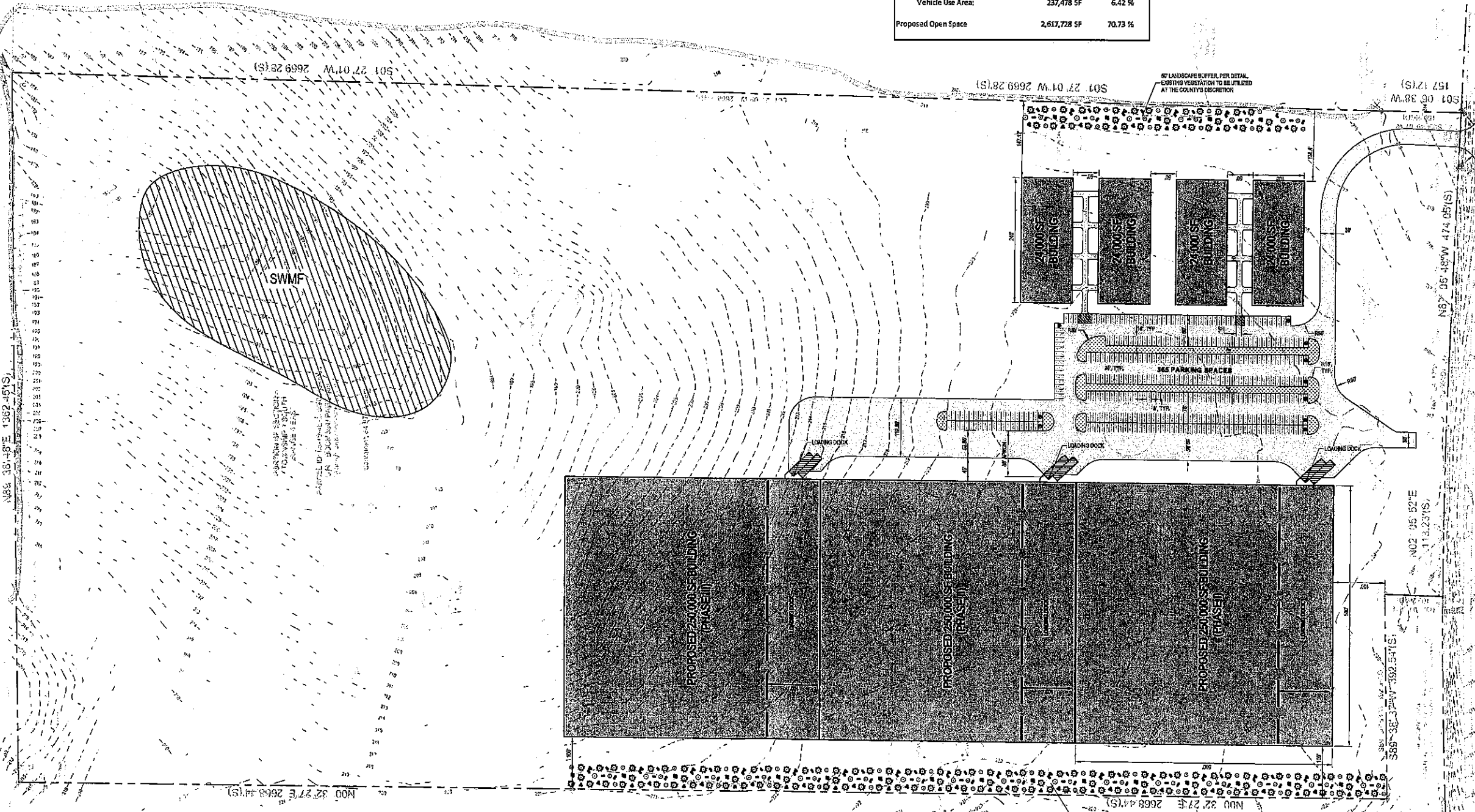
JEFFERSON COUNTY, FLORIDA



URBAN CATALYST CONSULTANTS, INC.
2851 REMINGTON GREEN CIRCLE, SUITE D
TALLAHASSEE, FLORIDA, 32308
PHONE: (850) 999-4241
WWW.UCCENG.COM
FL CA 00030572

POINT OF BEGINNING

SECTION 17, TOWNSHIP 11N, RANGE 17E, JEFFERSON COUNTY, FLORIDA



60' LANDSCAPE BUFFER
 PLANT MATERIAL PER 100'
 7 CANOPY TREES
 4 UNDERSTORY TREES
 21 SHRUBS

LANDSCAPE BUFFER DESIGN AND MATERIALS
 1. EXISTING NATIVE PLANT MATERIAL MINIMIZE DISTURBANCE WITHIN LANDSCAPE BUFFERS WHEN EXISTING NATURAL GROUND COVER CAN BE RETAINED WHEN PLANTING SUPPLEMENTAL TREES OR SHRUBS.
 2. TREES WHERE THE PLANTING REQUIREMENTS REQUIRE ADDITIONAL TREES TO BE INSTALLED, REQUIRED LANDSCAPE MATERIALS SHALL BE FLORIDA DEPARTMENT OF AGRICULTURE NURSERY GRADE NO. 1 GRADE OR BETTER.

SITE DATA TABLE			
PROJECT NAME:	TRULIEVE JEFFERSON		
ADDRESS:	15157 CAPPS HWY		
PARCEL ID:	08-15-4E-0000-0043-0000		
FUTURE LAND USE:	AGRI-05		
Total Site Area:	84.97 AC.	3,701,207 SF	100.00 %
Existing Impervious Areas:	0 SF	0.00 %	
Building(s) Footprint:	0 SF	0.00 %	
Vehicle Use Area:	0 SF	0.00 %	
Existing Open Space:	3,701,207 SF	100.00 %	
Proposed Impervious Area:	1,083,478 SF	29.27 %	
Building(s) Footprint:	845,000 SF	22.85 %	
Vehicle Use Area:	237,478 SF	6.42 %	
Proposed Open Space:	2,617,728 SF	70.73 %	



U.S. HIGHWAY No. 27 /
 STATE ROAD 20
 WEST CANNON HAVEN

URBAN CATALYST CONSULTANTS, INC.
 2851 REMINGTON GREEN CIRCLE
 TALLAHASSEE, FLORIDA, 32308
 PHONE: (850) 999-4241
 WWW.UCCENG.COM
 FL CA 00030572



DATE	BY	REVISIONS

TRULIEVE JEFFERSON
 SITE PLAN
 JEFFERSON COUNTY
 FLORIDA

SEAN K. MARSTON, P.E.
 LICENSE NUMBER: 55987

DRAWN BY: W.E.C.
 CHECKED BY: S.K.M.
 DATE: 5/6/19
 HORIZ. SCALE: 1"=100'
 VERT. SCALE: ANY WIDTH VARIES

SHEET **C-102**
 PROJECT No. 19008.00

887' 43.37"W
 CH=627.64(ND)
 HWAY No. 27
 E ROAD 20
 PPS HIGHWAY
 STION #64020-2802
 ANY WIDTH VARIES

CONVERTED TO 24' GRASSY BUFFER

SWMF

PROPOSED 24,000 SF BUILDING (PHASE II)

PROPOSED 24,000 SF BUILDING (PHASE II)

PROPOSED 24,000 SF BUILDING (PHASE II)

24,000 SF BUILDING

24,000 SF BUILDING

24,000 SF BUILDING

24,000 SF BUILDING

265 PARKING SPACES

S01 27.01°W 2669.28(S)

S01 27.01°W 2669.28(S)

S01 06.38°W 157.12(S)

N67 05.18°W 474.05(S)

N02 05.52°E 113.23(S)

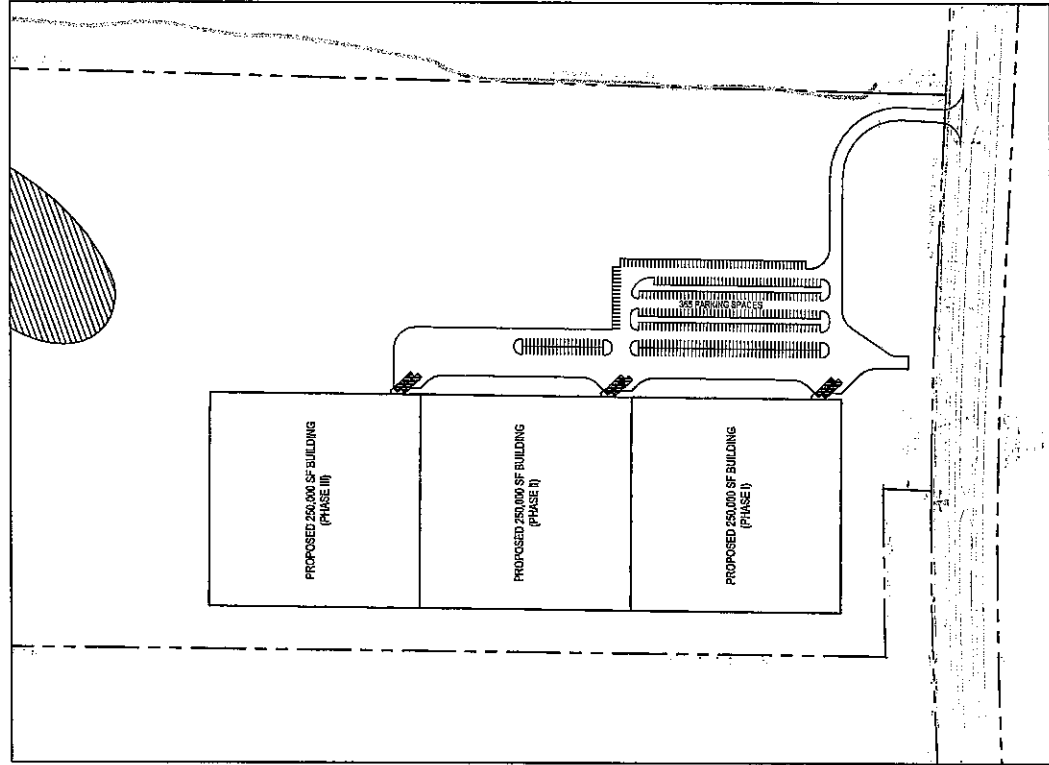
S89 38.33°W 192.54(S)

N00 32.27°E 2668.44(S)

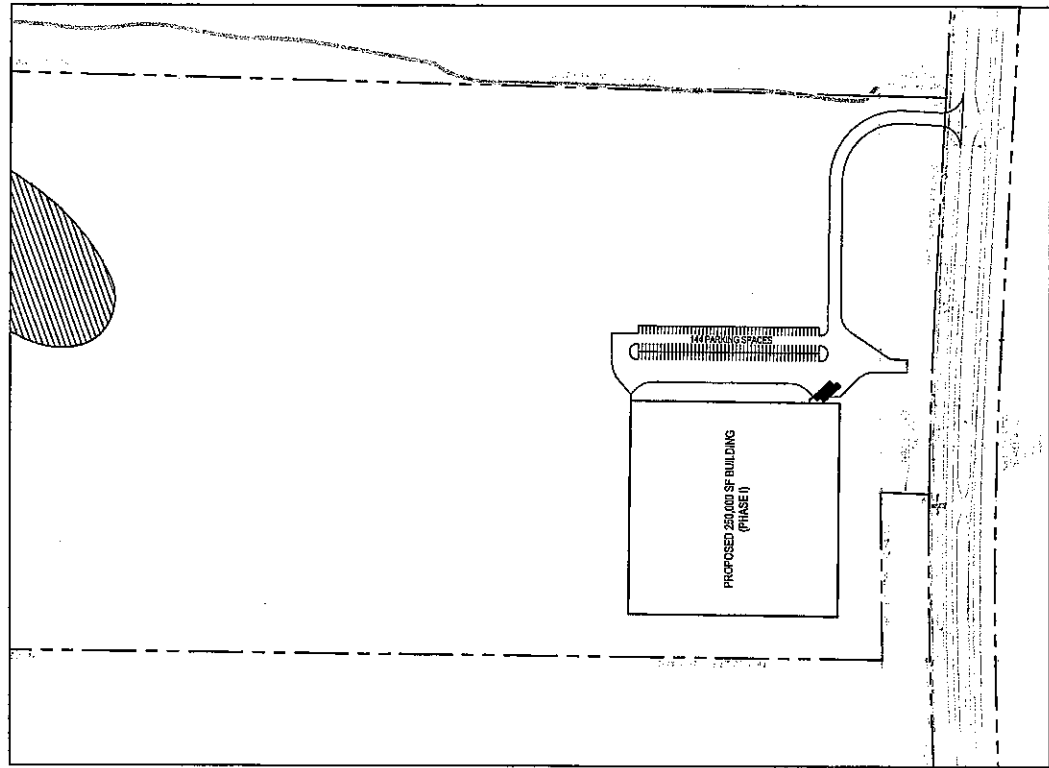
N00 32.27°E 2668.44(S)

60' LANDSCAPE BUFFER, PER DETAIL. EXISTING VEGETATION TO BE UTILIZED AT THE COUNTY'S DISCRETION

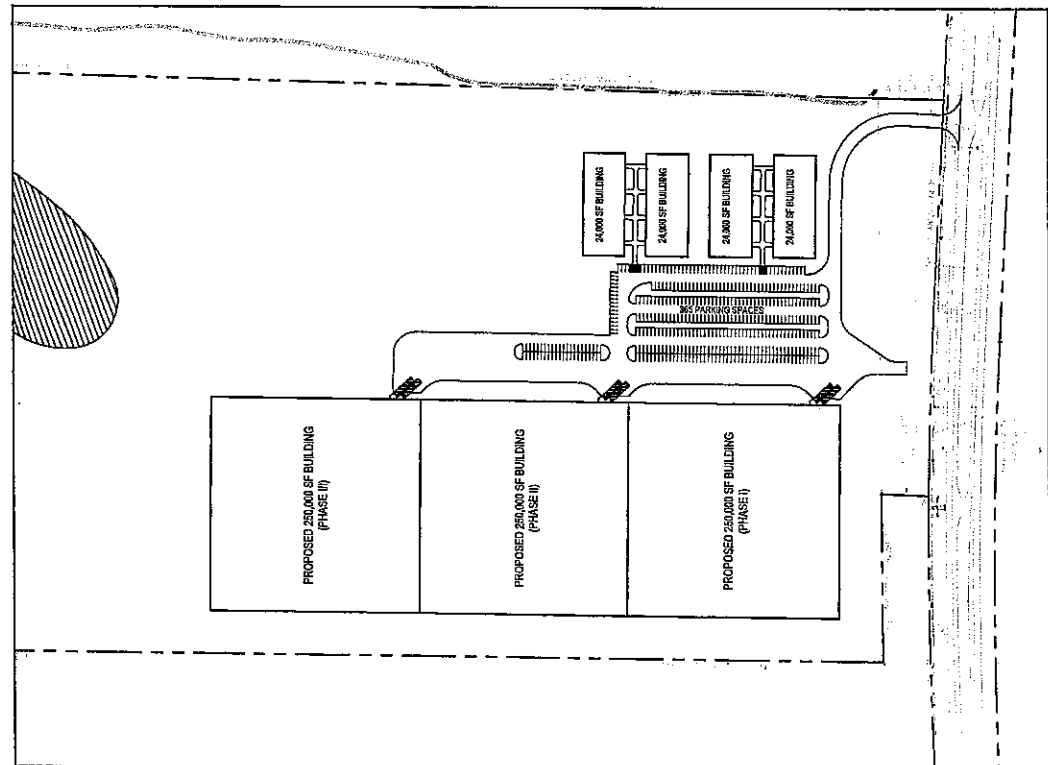
MAY 7, 2019 11:27:48 EDT
F:\18008-TRULIEVE\JEFFERSON COUNTY\DWG\BASE.DWG



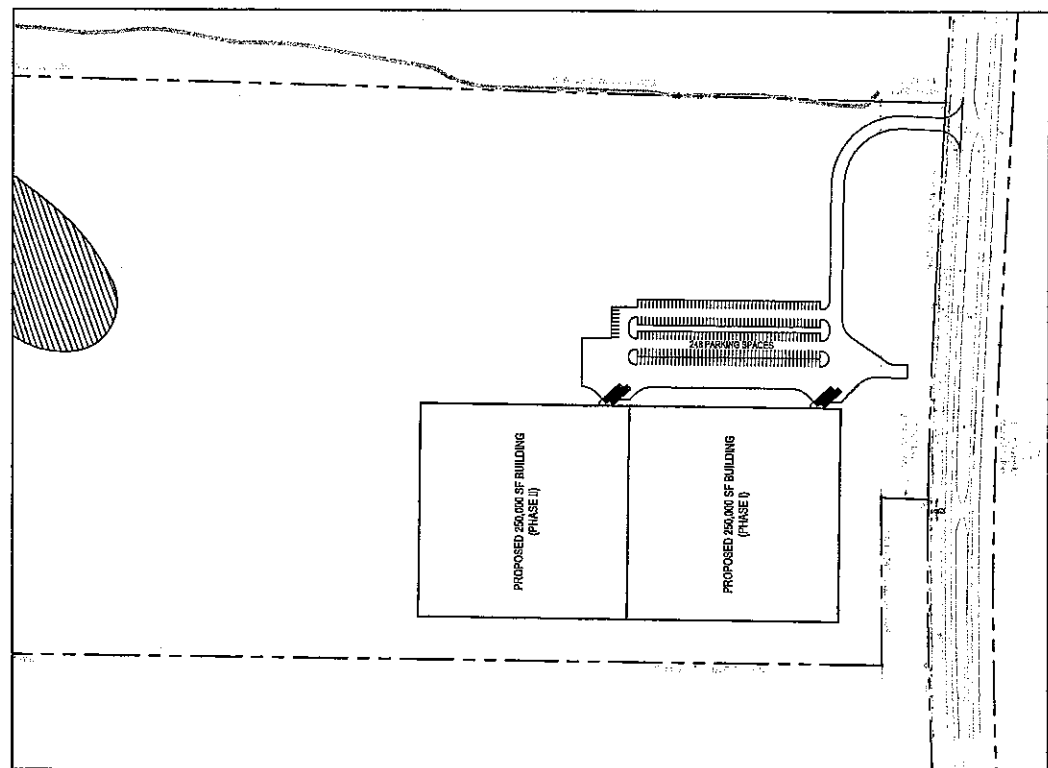
PHASE 3



PHASE 1



PHASE 4



PHASE 2



SEAN K. MARSTON, P.E.
LICENSE NUMBER: 55987

DRAWN BY: W.E.C.
CHECKED BY: S.K.M.
DATE: 5/6/19
HORZ. SCALE: 1"=200'
VERT. SCALE:

SHEET **C-103**
PROJECT No. 18008.00

TRULIEVE JEFFERSON
PHASING PLAN
JEFFERSON COUNTY
FLORIDA

NO.	DATE	BY	REVISIONS



URBAN CATALYST CONSULTANTS, INC.
2851 REMINGTON GREEN CIRCLE
TALLAHASSEE, FLORIDA, 32308
PHONE: (850) 999-4241
WWW.UCCENG.COM
FL CA 00030572

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			
Advanced Business System	06/06/2019	-	333959	05/13/2019	VR	01060619-076	Mtr#70308	17.72	.00
Advanced Business System	06/06/2019	-	333960	05/13/2019	VR	01060619-073	Mtr#70304	64.42	.00
Advanced Business System	06/06/2019	-	333961	05/13/2019	VR	01060619-018	Mtr#70302,70315,70316	350.64	.00
Advanced Business System	06/06/2019	-	333962	05/13/2019	VR	01060619-019	#70317,70318,70319,70323	138.50	.00
Advanced Business System	06/06/2019	-	334131	05/15/2019	VR	22060619-112	Mtr#70301	54.83	.00
Advanced Business System	06/06/2019	-	334240	05/16/2019	VR	01060619-042	Mtr#70303,70312,70313	193.87	.00
Advanced Business System	06/06/2019	-	334665	05/23/2019	VR	19060619-139	Mtr#68863	51.92	.00
Advanced Business System	06/06/2019	-	334665	05/23/2019	VR	28060619-140	Mtr#68863	51.92	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS								923.82	.00
Animal Medical Clinic*	06/06/2019	-	297662	05/10/2019	VR	01060619-017	#4512 Vet Services	40.00	.00
Animal Medical Clinic*	06/06/2019	-	297779	05/13/2019	VR	01060619-016	#4512 Vet Services	85.00	.00
Animal Medical Clinic*	06/06/2019	-	297946	05/16/2019	VR	01060619-015	#4512 T.K.X.	112.00	.00
Animal Medical Clinic*	06/06/2019	-	298298	05/24/2019	VR	01060619-009	#4512 T.K.X.	112.00	.00
Animal Medical Clinic*	06/06/2019	-	298298	05/24/2019	VR	01060619-010	#4512 Vet Services	135.00	.00
CHECK TO VENDOR==>VENDOR ANIMALCL Animal Medical Clinic* TOTALS								484.00	.00
Ard, Shirley & Rudolph,P	06/06/2019	-	11920	05/28/2019	VR	01060619-119	#2-101.1 Plan Rep 06/19	2188.33	.00
CHECK TO VENDOR==>VENDOR ARDSHIRL Ard, Shirley & Rudolph,PA TOTALS								2188.33	.00
T. Buckingham Bird	06/06/2019	-	06011901	06/01/2019	VR	01060619-003	Monthly Budget 06/19	2366.41	.00
CHECK TO VENDOR==>VENDOR BIRDTBUC T. Buckingham Bird TOTALS								2366.41	.00
Marty Bishop	06/06/2019	-	06011901	06/01/2019	VR	01060619-001	Monthly Budget 06/19	20759.45	.00
CHECK TO VENDOR==>VENDOR BISHOPM Marty Bishop TOTALS								20759.45	.00
BUREAU OF ELEVATOR SAFET	06/06/2019	-	05291901	05/29/2019	VR	01060619-025	License #55156 Renewal	75.00	.00
CHECK TO VENDOR==>VENDOR BUREAU BUREAU OF ELEVATOR SAFETY TOTALS								75.00	.00
Capital Truck, Inc.	06/06/2019	-	313265	03/14/2019	VR	22060619-104	#70224 Glass	56.86	.00
CHECK TO VENDOR==>VENDOR CAPTRUCK Capital Truck, Inc. TOTALS								56.86	.00
Gale/Cengage Learning	06/06/2019	-	66794558	03/20/2019	VR	01060619-063	Act#213809	25.34	.00
Gale/Cengage Learning	06/06/2019	-	66802823	03/21/2019	VR	01060619-064	Act#213809 Nonfiction	50.98	.00
Gale/Cengage Learning	06/06/2019	-	66827439	03/26/2019	VR	01060619-065	Act#213809 Bestseller	100.06	.00
Gale/Cengage Learning	06/06/2019	-	66886572	04/04/2019	VR	01060619-066	Act#213809 Bestseller	49.38	.00
Gale/Cengage Learning	06/06/2019	-	66949655	04/17/2019	VR	01060619-067	Act#213809 Nonfiction	50.98	.00
CHECK TO VENDOR==>VENDOR CENGAGE Gale/Cengage Learning TOTALS								276.74	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CenturyLink	06/06/2019	-	00180419	04/17/2019	VR	01060619-070	Act#424520018	191.88	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-080	Act#312042207	613.38	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-081	Act#312042207	83.14	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-082	Act#312042207	83.14	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-083	Act#312042207	230.54	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-084	Act#312042207	372.66	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-085	Act#312042207	235.84	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	01060619-086	Act#312042207	114.95	.00	
CenturyLink	06/06/2019	-	22070519	05/16/2019	VR	22060619-087	Act#312042207	54.36	.00	
CenturyLink	06/06/2019	-	37050519	05/17/2019	VR	19060619-142	Act#444093705	95.80	.00	
CenturyLink	06/06/2019	-	37050519	05/17/2019	VR	28060619-141	Act#444093705	95.81	.00	
CenturyLink	06/06/2019	-	97760419	04/16/2019	VR	23060619-138	Act#311709776			
								5619.82	.00	
							CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink	TOTALS	7791.32	.00
CenturyLink	06/06/2019	-	10093397	04/17/2019	VR	23060619-136	#69297 #100933971	5875.34	.00	
CenturyLink	06/06/2019	-	10093410	04/17/2019	VR	23060619-137	#69297 #100934102	4840.42	.00	
							CHECK TO VENDOR==>VENDOR CENTUR CenturyLink	TOTALS	10715.76	.00
City of Monticello	06/06/2019	-	00090519	05/24/2019	VR	01060619-029	Act#00010009	182.29	.00	
City of Monticello	06/06/2019	-	01200519	05/24/2019	VR	22060619-131	Act#00020120	7.96	.00	
City of Monticello	06/06/2019	-	01250519	05/24/2019	VR	01060619-033	Act#00050125	7.65	.00	
City of Monticello	06/06/2019	-	01330519	05/24/2019	VR	19060619-095	Act#00050133	91.49	.00	
City of Monticello	06/06/2019	-	01350519	05/24/2019	VR	19060619-096	Act#00050135	13.74	.00	
City of Monticello	06/06/2019	-	01500519	05/24/2019	VR	01060619-030	Act#00010150	27.11	.00	
City of Monticello	06/06/2019	-	01660519	05/24/2019	VR	01060619-034	Act#00010166	40.07	.00	
City of Monticello	06/06/2019	-	02040519	05/24/2019	VR	22060619-132	Act#00050204	53.30	.00	
City of Monticello	06/06/2019	-	02060519	05/24/2019	VR	22060619-133	Act#00050206	9.20	.00	
City of Monticello	06/06/2019	-	03920519	05/24/2019	VR	01060619-031	Act#00010392	43.01	.00	
City of Monticello	06/06/2019	-	04090519	05/24/2019	VR	01060619-032	Act#00010409	129.69	.00	
							CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello	TOTALS	605.51	.00
Corinne's Winner Center	06/06/2019	-	05201901	05/20/2019	VR	01060619-023	4-H Trophies, Plaques	126.00	.00	
							CHECK TO VENDOR==>VENDOR CORINNES Corinne's Winner Center	TOTALS	126.00	.00
CurtisMorganGarageInc	06/06/2019	-	13310	05/03/2019	VR	28060619-148	FireRes-OilChg,RadiatHose	672.02	.00	
							CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc	TOTALS	672.02	.00
DEMCO	06/06/2019	-	6275048	12/19/2017	VR	01060619-044	#090036800 CREDIT	-432.45	.00	
DEMCO	06/06/2019	-	6426839	08/10/2018	VR	01060619-045	#090036800 CREDIT	-255.74	.00	
DEMCO	06/06/2019	-	6611955	05/14/2019	VR	01060619-043	#090036800 ActivityKits	1379.01	.00	
							CHECK TO VENDOR==>VENDOR DEMCO DEMCO	TOTALS	690.82	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
State of Florida	06/06/2019	-	2L-9582	05/17/2019	VR	01060619-037	#215-8844	115.55	.00	
State of Florida	06/06/2019	-	2L-9583	05/17/2019	VR	01060619-038	#215-8844	2.65	.00	
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida								TOTALS	118.20	.00
Donalson Diesel Performa	06/06/2019	-	5182	05/17/2019	VR	28060619-153	FireRescue-HubWheel,Injec	1773.46	.00	
CHECK TO VENDOR==>VENDOR DONALSON Donalson Diesel Performan								TOTALS	1773.46	.00
Duke Energy	06/06/2019	-	02580519	05/09/2019	VR	19060619-146	Act#8220140258	348.00	.00	
Duke Energy	06/06/2019	-	02580519	05/09/2019	VR	28060619-145	Act#8220140258	348.00	.00	
Duke Energy	06/06/2019	-	12170319	04/08/2019	VR	01060619-039	Act#4924911217	768.45	.00	
Duke Energy	06/06/2019	-	12170419	05/08/2019	VR	01060619-040	Act#4924911217	723.98	.00	
Duke Energy	06/06/2019	-	30570519	05/16/2019	VR	19060619-097	Act#8325563057	70.32	.00	
Duke Energy	06/06/2019	-	30570519	05/16/2019	VR	19060619-098	Act#8325563057	106.25	.00	
Duke Energy	06/06/2019	-	30570519	05/16/2019	VR	19060619-099	Act#8325563057	31.25	.00	
Duke Energy	06/06/2019	-	45190519	05/20/2019	VR	22060619-134	Act#0374194519	418.53	.00	
Duke Energy	06/06/2019	-	60800519	05/17/2019	VR	01060619-028	Act#3663516080	38.19	.00	
Duke Energy	06/06/2019	-	75780419	05/13/2019	VR	01060619-077	Act#1644507578	242.22	.00	
Duke Energy	06/06/2019	-	90640519	05/20/2019	VR	01060619-011	Act#3193189064	652.21	.00	
Duke Energy	06/06/2019	-	91980419	05/13/2019	VR	01060619-079	Act#7205709198	44.37	.00	
Duke Energy	06/06/2019	-	93470519	05/09/2019	VR	22060619-117	Act#2704479347	270.67	.00	
Duke Energy	06/06/2019	-	95940419	05/15/2019	VR	01060619-022	Act#5010229594	270.01	.00	
CHECK TO VENDOR==>VENDOR DUKE Duke Energy								TOTALS	4332.45	.00
Elliott Marshall Innes P	06/06/2019	-	65000-02	05/15/2019	VR	14060619-093	High School Constr Docs	40232.19	.00	
CHECK TO VENDOR==>VENDOR ELLIOTMA Elliott Marshall Innes PA								TOTALS	40232.19	.00
First Call Truck Parts	06/06/2019	-	45934	05/16/2019	VR	22060619-116	#4515 Antifreeze	77.94	.00	
CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts								TOTALS	77.94	.00
Gulf Coast Lumber/Supply	06/06/2019	-	5-375427	05/11/2019	VR	22060619-115	#336410 22ozBigChill	81.46	.00	
Gulf Coast Lumber/Supply	06/06/2019	-	54519	05/06/2019	VR	28060619-150	#300166 Ext Cord	32.97	.00	
Gulf Coast Lumber/Supply	06/06/2019	-	55068	05/15/2019	VR	22060619-114	#300166 Bleach	21.96	.00	
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply*								TOTALS	136.39	.00
Ingram Library Services	06/06/2019	-	39968074	05/02/2019	VR	01060619-056	Act#2005054	453.00	.00	
Ingram Library Services	06/06/2019	-	39981734	05/03/2019	VR	01060619-054	Act#2005054	16.47	.00	
Ingram Library Services	06/06/2019	-	39981735	05/03/2019	VR	01060619-053	Act#2005054	50.53	.00	
Ingram Library Services	06/06/2019	-	39995909	05/05/2019	VR	01060619-055	Act#2005054	8.10	.00	
Ingram Library Services	06/06/2019	-	40029408	05/07/2019	VR	01060619-062	Act#2005054	224.71	.00	
Ingram Library Services	06/06/2019	-	40029409	05/07/2019	VR	01060619-061	Act#2005054	60.40	.00	
Ingram Library Services	06/06/2019	-	40029410	05/07/2019	VR	01060619-060	Act#2005054		.00	
								1131.85	.00	
Ingram Library Services	06/06/2019	-	40029411	05/07/2019	VR	01060619-059	Act#2005054	27.69	.00	
Ingram Library Services	06/06/2019	-	40029412	05/07/2019	VR	01060619-058	Act#2005054	24.60	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Ingram Library Services	06/06/2019	-	40051316	05/08/2019	VR	01060619-057	Act#2005054	30.89	.00
Ingram Library Services	06/06/2019	-	40151851	05/15/2019	VR	01060619-049	Act#2005054	179.80	.00
Ingram Library Services	06/06/2019	-	40151852	05/15/2019	VR	01060619-048	Act#2005054	33.38	.00
Ingram Library Services	06/06/2019	-	40151853	05/15/2019	VR	01060619-047	Act#2005054	81.98	.00
Ingram Library Services	06/06/2019	-	40151854	05/15/2019	VR	01060619-046	Act#2005054	68.79	.00
Ingram Library Services	06/06/2019	-	40169375	05/16/2019	VR	01060619-052	Act#2005054	25.94	.00
Ingram Library Services	06/06/2019	-	40169376	05/16/2019	VR	01060619-051	Act#2005054	49.07	.00
Ingram Library Services	06/06/2019	-	40169377	05/16/2019	VR	01060619-050	Act#2005054	135.22	.00
CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services TOTALS								2602.42	.00
Jeff.Co. Clerk of Courts	06/06/2019	-	06011901	06/01/2019	VR	01060619-002	Monthly Budget 06/19	30000.00	.00
CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts TOTALS								30000.00	.00
Jeff Cnty Sheriff's Offi	06/06/2019	-	05281901	05/28/2019	VR	14060619-089	Garrison-EOT Course&Exam	100.00	.00
Jeff Cnty Sheriff's Offi	06/06/2019	-	06011901	06/01/2019	VR	14060619-088	Budget Req. #9	325140.16	.00
Jeff Cnty Sheriff's Offi	06/06/2019	-	06101901	06/10/2019	VR	14060619-091	VictimSvcsPractitionerDesig	399.00	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS								325639.16	.00
Jefferson Co. Extension	06/06/2019	-	05201901	05/20/2019	VR	01060619-024	Graduation Section	130.00	.00
CHECK TO VENDOR==>VENDOR JEFFEXTE Jefferson Co. Extension TOTALS								130.00	.00
Jones Welding & Industri	06/06/2019	-	VM36159	05/09/2019	VR	28060619-147	#58675 Oxygen	115.10	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS								115.10	.00
Ketchum, Wood & Burgert	06/06/2019	-	9-44	05/15/2019	VR	01060619-078	Medical Fees 05/19	6677.00	.00
CHECK TO VENDOR==>VENDOR KETCHUMW Ketchum, Wood & Burgert TOTALS								6677.00	.00
Beth Letchworth	06/06/2019	-	06111901	06/11/2019	VR	22060619-129	Code Enforcement Travel	115.00	.00
CHECK TO VENDOR==>VENDOR LETCHWOR Beth Letchworth TOTALS								115.00	.00
M&R Construction & Sidin	06/06/2019	-	1010	05/16/2019	VR	01060619-027	Project Energizer	20412.19	.00
CHECK TO VENDOR==>VENDOR M&RCONST M&R Construction & Siding TOTALS								20412.19	.00
Marpan Supply Company	06/06/2019	-	1533817	05/24/2019	VR	22060619-127	#009255 Baler Repair	650.00	.00
Marpan Supply Company	06/06/2019	-	1533828	05/24/2019	VR	22060619-128	#009255 Baler Repair	370.00	.00
CHECK TO VENDOR==>VENDOR MARPAN Marpan Supply Company TOTALS								1020.00	.00
Marriott Hotels*	06/06/2019	-	06101901	06/10/2019	VR	14060619-092	Conf#96849999	545.00	.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 MARRIOTT Marriott Hotels*		
						TOTALS	545.00	.00
McClellan Five, LLC	06/06/2019	-	1428	05/17/2019	VR 22060619-121	SolidWaste-NewPump,Labor	960.20	.00
McClellan Five, LLC	06/06/2019	-	1433	05/22/2019	VR 22060619-135	SolidWst-ReplPressureLine	90.00	.00
						CHECK TO VENDOR==>VENDOR MCCLELLA McClellan Five, LLC		
						TOTALS	1050.20	.00
ME BULBS	06/06/2019	-	27645854	05/22/2019	VR 01060619-012 #426517	Bulbs		
						TOTALS	1099.78	.00
						CHECK TO VENDOR==>VENDOR MEBULBS ME BULBS		
						TOTALS	1099.78	.00
Monticello Carquest Inc.	06/06/2019	-	38184868	05/14/2019	VR 22060619-109	Cust#263 Hyd Oil	59.98	.00
Monticello Carquest Inc.	06/06/2019	-	38184961	05/15/2019	VR 22060619-110	Cust#263 NC01T	800.00	.00
Monticello Carquest Inc.	06/06/2019	-	38185083	05/16/2019	VR 22060619-105	Cust#263 Lamp,Pigtail	9.38	.00
Monticello Carquest Inc.	06/06/2019	-	38185099	05/16/2019	VR 22060619-106	Cust#263 Exchange Lamp	3.07	.00
Monticello Carquest Inc.	06/06/2019	-	38185380	05/21/2019	VR 22060619-118	Cust#263 ConnectLink 40ST	4.47	.00
Monticello Carquest Inc.	06/06/2019	-	38185428	05/22/2019	VR 22060619-120	Cust#263 Hyd Oil	119.96	.00
Monticello Carquest Inc.	06/06/2019	-	38185611	05/24/2019	VR 28060619-154	Cust#253 Degreaser	14.48	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.		
						TOTALS	1011.34	.00
TMFM-Monticello*	06/06/2019	-	05081901	05/08/2019	VR 22060619-111 #472924430	Beverly,Maria	5.00	.00
						CHECK TO VENDOR==>VENDOR MONTIFAM TMFM-Monticello*		
						TOTALS	5.00	.00
Monticello Milling Co.	06/06/2019	-	12469	05/15/2019	VR 01060619-014	Dog Food	88.00	.00
						CHECK TO VENDOR==>VENDOR MONTMIL Monticello Milling Co.		
						TOTALS	88.00	.00
Bill Moody	06/06/2019	-	05201901	05/20/2019	VR 01060619-068	Cell Phone 03/09-04/08	45.00	.00
						CHECK TO VENDOR==>VENDOR MOODYBIL Bill Moody		
						TOTALS	45.00	.00
MyOfficeProducts	06/06/2019	-	6999469	05/20/2019	VR 01060619-026 #40534	Toner	141.62	.00
						CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts		
						TOTALS	141.62	.00
Office Depot*	06/06/2019	-	31783983	05/20/2019	VR 28060619-152 #317839834-1	Paper,Clips	88.95	.00
Office Depot*	06/06/2019	-	31784894	05/20/2019	VR 28060619-151 #317848949-1	Pens	16.49	.00
						CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*		
						TOTALS	105.44	.00
O'Reilly Automotive, Inc	06/06/2019	-	5-375967	05/15/2019	VR 22060619-108 #336410	2pk-Keyless	6.99	.00
						CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.		
						TOTALS	6.99	.00
Piggly Wiggly	06/06/2019	-	3838	05/14/2019	VR 22060619-113 Act#105	Coffee,Creamer	54.42	.00
						CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly		
						TOTALS	54.42	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
The Plant Man Landscape	06/06/2019	-	305	05/01/2019	VR 01060619-013	Spring Clean Up	2379.11	.00
						CHECK TO VENDOR==>VENDOR PLANTMAN The Plant Man Landscape	TOTALS	2379.11 .00
Artezia	06/06/2019	-	0467920	04/12/2019	VR 01060619-007	Act#302577	46.00	.00
						CHECK TO VENDOR==>VENDOR QUALWATE Artezia	TOTALS	46.00 .00
Redwire	06/06/2019	-	187112	05/25/2019	VR 01060619-008	#W1M1414 Annex	246.91	.00
						CHECK TO VENDOR==>VENDOR REDWIRE Redwire	TOTALS	246.91 .00
Register's Mini Storage	06/06/2019	-	06011901	06/01/2019	VR 01060619-004	Units B 17, 21-22	225.00	.00
						CHECK TO VENDOR==>VENDOR REGISTMI Register's Mini Storage	TOTALS	225.00 .00
Marie Rigdon	06/06/2019	-	06101901	06/10/2019	VR 14060619-090	VictimSvcsPractionerDesig	260.00	.00
						CHECK TO VENDOR==>VENDOR RIGDONM Marie Rigdon	TOTALS	260.00 .00
Keith Roddenberry	06/06/2019	-	192915	05/23/2019	VR 01060619-006	Lawn Service	50.00	.00
						CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry	TOTALS	50.00 .00
Royal Mini Storage, Inc.	06/06/2019	-	06011901	06/01/2019	VR 01060619-005	Unit #47	110.00	.00
						CHECK TO VENDOR==>VENDOR ROYALMIN Royal Mini Storage, Inc.	TOTALS	110.00 .00
Rumberger,Kirk & Caldwell	06/06/2019	-	871284	05/17/2019	VR 01060619-071	File #J151-131771	4146.00	.00
						CHECK TO VENDOR==>VENDOR RUMBERGE Rumberger,Kirk & Caldwell	TOTALS	4146.00 .00
R1 ADPI	06/06/2019	-	DPI29417	04/30/2019	VR 28060619-149	JeffCntyFireRescue 04/19	5989.32	.00
						CHECK TO VENDOR==>VENDOR R1 R1 ADPI	TOTALS	5989.32 .00
Rudy Scheese Welding Co.	06/06/2019	-	05081901	05/08/2019	VR 22060619-107	SolidWaste-RepairDumpster	682.00	.00
						CHECK TO VENDOR==>VENDOR SCHEESER Rudy Scheese Welding Co.	TOTALS	682.00 .00
James Skipworth	06/06/2019	-	05141901	05/14/2019	VR 01060619-020	Janitorial Svcs 05/19	420.00	.00
						CHECK TO VENDOR==>VENDOR SKIPWORJ James Skipworth	TOTALS	420.00 .00
Robert Slack	06/06/2019	-	06111901	06/11/2019	VR 22060619-130	Code Enforcement Travel	115.00	.00
						CHECK TO VENDOR==>VENDOR SLACKROB Robert Slack	TOTALS	115.00 .00
Stewart Heating & Coolin	06/06/2019	-	21515	02/07/2019	VR 01060619-041	Library-BlowerMotorBelt	405.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Stewart Heating & Coolin	06/06/2019	-	21626	05/01/2019	VR 01060619-072	Courthouse-MitsuMiniSplit	2800.00	.00
CHECK TO VENDOR==>VENDOR STEWARTH Stewart Heating & Cooling TOTALS							3205.00	.00
The Stitch Witch	06/06/2019	-	7603	04/23/2019	VR 01060619-021	Bld/Plan-GardenStakePlaqu	140.00	.00
CHECK TO VENDOR==>VENDOR STITCHWI The Stitch Witch TOTALS							140.00	.00
Tommy Stover	06/06/2019	-	852099	05/15/2019	VR 22060619-103	SolidWaste-ServiceCall	70.00	.00
CHECK TO VENDOR==>VENDOR STOVER Tommy Stover TOTALS							70.00	.00
SUTTON'S MACHINE REPAIR	06/06/2019	-	5222	05/09/2019	VR 22060619-102	SolidWaste-RebuildCylinde	435.00	.00
CHECK TO VENDOR==>VENDOR SUTTONSM SUTTON'S MACHINE REPAIR TOTALS							435.00	.00
Tri-County Electric Coop	06/06/2019	-	10010519	05/14/2019	VR 19060619-094	Act#87301001001	33.90	.00
Tri-County Electric Coop	06/06/2019	-	90050519	05/22/2019	VR 22060619-122	Act#72001059005	77.45	.00
Tri-County Electric Coop	06/06/2019	-	90080519	05/22/2019	VR 22060619-123	Act#72001059008	53.60	.00
Tri-County Electric Coop	06/06/2019	-	90090519	05/22/2019	VR 22060619-124	Act#72001059009	127.59	.00
Tri-County Electric Coop	06/06/2019	-	90100519	05/22/2019	VR 22060619-125	Act#72001059010	77.44	.00
Tri-County Electric Coop	06/06/2019	-	90110519	05/22/2019	VR 22060619-126	Act#72001059011	114.23	.00
CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop. TOTALS							484.21	.00
UniFirst Corporation	06/06/2019	-	0187894	05/16/2019	VR 22060619-101	Cust#1237569	171.84	.00
UniFirst Corporation	06/06/2019	-	0187903	05/16/2019	VR 01060619-074	Cust#1311916	89.40	.00
UniFirst Corporation	06/06/2019	-	0187909	05/16/2019	VR 01060619-075	Cust#1381144	34.32	.00
UniFirst Corporation	06/06/2019	-	0188381	05/23/2019	VR 22060619-100	Cust#1237569	171.84	.00
UniFirst Corporation	06/06/2019	-	0188390	05/23/2019	VR 01060619-035	Cust#1311916	89.40	.00
UniFirst Corporation	06/06/2019	-	0188396	05/23/2019	VR 01060619-036	Cust#1381144	34.32	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS							591.12	.00
US Bank Equipment Financ	06/06/2019	-	38432442	05/03/2019	VR 19060619-143	#500-0418748-000	115.82	.00
US Bank Equipment Financ	06/06/2019	-	38432442	05/03/2019	VR 28060619-144	#500-0418748-000	115.81	.00
CHECK TO VENDOR==>VENDOR USBANK US Bank Equipment Finance TOTALS							231.63	.00
Verizon Wireless	06/06/2019	-	98288373	04/23/2019	VR 01060619-069	#842179031-1 #9828837341	127.71	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							127.71	.00
CASH ACCOUNT # 011010000 TOTALS							505220.34	.00
BANK ACCOUNT # 0101001611 TOTALS							505220.34	.00
FINAL REPORT TOTALS							505220.34	.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		
Hancock Bank/Corp Trust	06/06/2019	-	05021901	05/02/2019	VR 27060619-001	2018BondInterestPayment	85463.75	.00
		CHECK TO VENDOR==>VENDOR HANCOCK			Hancock Bank/Corp Trust	TOTALS	85463.75	.00
			CASH ACCOUNT # 011010000			TOTALS	85463.75	.00
			BANK ACCOUNT # 0101001611			TOTALS	85463.75	.00
						FINAL REPORT TOTALS	85463.75	.00

Account Number	Incident Number	Date of Service	LOS	Primary Insu
40189824	1610021	10/04/2016	BLS	Medi
40216242	1610029	10/05/2016	ALS1	Medi
40233176	1610035	10/06/2016	BLS	Medi
40244897	1610038	10/06/2016	BLS	Unkr
40247719	1610040	10/07/2016	BLS	Medi
40278525	1610056	10/10/2016	ALS1	Private Ir
40299608	1610063	10/11/2016	BLS	Medi
40305806	1610067	10/11/2016	ALS1	Medi
40352852	1610084	10/15/2016	ALS1	Medi
40370126	1610094	10/17/2016	TNT	Medi
40384006	1610100	10/17/2016	ALS1	Private Ir
40389340	1610103	10/18/2016	ALS1	Medi
40398326	1610097	10/17/2016	ALS1	Medi
40418794	1610116	10/20/2016	BLS	Medi
40440278	1610122	10/21/2016	ALS1	Private Ir
40463926	1610134	10/24/2016	BLS	Private Ir
40481538	1610139	10/25/2016	BLS	Medi
40492127	1610144	10/26/2016	ALS1	Medi
40500589	1610147	10/26/2016	ALS1	Medi
40533232	1610154	10/28/2016	BLS	Medi
40561361	1610175	10/31/2016	BLS	Private Ir
40574948	161107	11/01/2016	ALS1	Medi
40616262	1611029	11/04/2016	ALS1	Medi
40634971	161038	11/05/2016	BLS	Medi
40651451	1611049	11/07/2016	BLS	Medi
40676681	1611055	11/09/2016	ALS1	Private Ir
40685244	1611056	11/09/2016	ALS2	Medi
40685606	1611058	11/10/2016	ALS1	Medi
40707285	1611072	11/11/2016	ALS1	Medi

40716581	1611077	11/12/2016	ALS1	Auto Ins
40726954	1611081	11/13/2016	BLS	Auto Ins
40735017	1611085	11/14/2016	ALS1	Medi
40746061	1611089	11/14/2016	ALS1	Medi
40746131	1611091	11/15/2016	BLS	Medi
40775390	1611100	11/16/2016	ALS1	Private Ir
40794954	1611112	11/18/2016	ALS1	Unkr
40833362	1611135	11/22/2016	ALS1	Private Ir
40843862	1611144	11/22/2016	BLS	Medi
40861424	1611153	11/24/2016	ALS1	Medi
41081562	1612049	12/11/2016	TNT	Medi
41147423	1612074	12/14/2016	ALS2	Unkr
41206285	1612095	12/16/2016	ALS1	Auto Ins
41206293	1612105	12/17/2016	BLS	Medi
41206297	1612109	12/18/2016	ALS1	Medi
41206300	1612114	12/19/2016	TNT	Medi
41256831	1612125	12/22/2016	ALS2	Auto Ins
41256841	1612138	12/23/2016	ALS1	Medi
41275523	1612141	12/24/2016	ALS1	Medi
41292052	1612155	12/26/2016	BLS	Medi
41305992	1612160	12/27/2016	BLS	Unkr
41305995	1612161	12/27/2016	ALS1	Medi
41305998	1612165	12/27/2016	ALS1	Medi
41366327	1612184	12/30/2016	BLS	Medi
41366329	1612187	12/30/2016	ALS1	Private Ir
41366330	1612186	12/30/2016	BLS	Medi
41366335	1612188	12/30/2016	TNT	Medi
41366342	1612205	12/31/2016	BLS	Unkr
41366346	1612175	12/29/2016	BLS	Medi
41366350	1701004	01/01/2017	BLS	Medi
41366352	1701007	01/02/2017	BLS	Medi
41414937	1701009	01/02/2017	ALS1	Unkr
41414938	1701010	01/02/2017	BLS	Medi

41414957	1701029	01/04/2017	BLS	Medi
41447094	1612194	12/31/2016	BLS	Medi
41479752	1701043	01/07/2017	ALS1	Private Ir
41608164	1701069	01/11/2017	ALS1	Medi
41608165	1701071	01/12/2017	TNT	Medi
41633450	1701130	01/20/2017	ALS1	Auto Ins
41657595	1701127	01/20/2017	BLS	Unkr
41685222	1701160	01/24/2017	ALS1	Medi
41728421	1701180	01/27/2017	ALS1	Medi
41728423	1701182	01/28/2017	TNT	Unkr
41738335	1701156	01/23/2017	BLS	Medi
41738338	1701172	01/26/2017	BLS	Unkr
41738346	1701185	01/29/2017	ALS1	Medi
41761551	1701153	01/23/2017	ALS1	Medi
41761554	1701193	01/29/2017	ALS1	Medi
41784812	1701197	01/30/2017	BLS	Medi
41825753	1702007	02/01/2017	ALS1	Medi
41866047	1702043	02/06/2017	ALS2	Medi
41911114	1702067	02/10/2017	ALS1	Auto Ins
41911116	1702069	02/10/2017	ALS1	Private Ir
41927801	1702073	02/11/2017	ALS1	Medi
41961149	1702099	02/14/2017	ALS1	Medi
41987495	1702080	02/13/2017	ALS1	Medi
41987510	1702106	02/15/2017	ALS1	Medi
42012296	1702129	02/17/2017	BLS	Medi
42023073	1702061	02/09/2017	ALS1	Unkr
42023080	1702116	02/16/2017	ALS1	Medi
42023087	1702136	02/18/2017	BLS	Medi
42037036	1702151	02/20/2017	TNT	Medi
42037038	1702153	02/20/2017	ALS1	Medi
42064329	1702165	02/22/2017	BLS	Unkr
42078762	1702169	02/22/2017	ALS1	Medi
42174508	1702205	02/28/2017	ALS1	Medi

42174510	1702209	02/28/2017	ALS1	Medi
42174523	1702191	02/26/2017	BLS	Unkr
42240821	1703008	03/02/2017	BLS	Medi
42240826	1703008	03/03/2017	ALS1	Medi
42240828	1703015	03/03/2017	ALS1	Medi
42240842	1703043	03/06/2017	BLS	Unkr
42240843	1703044	03/06/2017	BLS	Medi
42255979	1703047	03/07/2017	ALS1	Medi
42268868	1703053	03/08/2017	BLS	Medi
42299116	1703069	03/11/2017	ALS1	Private Ir
42359085	1703088	03/14/2017	ALS1	Worker:
42393481	1703119	03/17/2017	ALS1	Unkr
42408023	1703135	03/20/2017	TNT	Medi
42422922	1703142	03/20/2017	ALS1	Private Ir
42463792	1703148	03/21/2017	ALS1	Medi
42463793	1703150	03/22/2017	ALS1	Medi
42463803	1703160	03/23/2017	BLS	Unkr
42566745	1703201	03/30/2017	BLS	Unkr
42566757	1703216	03/31/2017	BLS	Unkr
42566761	1704002	04/01/2017	BLS	Medi
42566766	1703200	03/30/2017	TNT	Medi
42577001	1703183	03/27/2017	BLS	Medi
42577003	1703184	03/27/2017	BLS	Unkr
42577007	1703189	03/28/2017	ALS1	Medi
42647743	1704045	04/07/2017	BLS	Medi
42697528	1704028	04/05/2017	ALS1	Medi
42712839	1704051	04/08/2017	ALS1	Unkr
42728073	1704041	04/06/2017	ALS1	Unkr
42760874	1704086	04/15/2017	ALS1	Unkr
42776158	1704092	04/16/2017	BLS	Medi
42803497	1704108	04/18/2017	ALS1	Private Ir

42843431	1704113	04/19/2017	ALS1	Medi
42852993	1704136	04/22/2017	ALS1	Medi
42881413	1704143	04/23/2017	ALS2	Auto Ins
42881421	1704152	04/24/2017	BLS	Medi
42881422	1704154	04/24/2017	BLS	Medi
42881429	1704153	04/24/2017	ALS1	Private Ir
42910287	1704175	04/26/2017	ALS1	Unkr
42943271	1704200	04/29/2017	TNT	Medi
42955844	1704204	04/30/2017	ALS1	Medi
43048876	1705033	05/05/2017	ALS1	Medi
43048892	1705049	05/07/2017	ALS1	Medi
43063208	1705017	05/02/2017	ALS1	Unkr
43116485	1705084	05/12/2017	TNT	Medi
43169653	1705110	05/15/2017	ALS1	Private Ir
43169662	1705121	05/17/2017	BLS	Medi
43169671	1705128	05/17/2017	BLS	Medi
43234076	1705139	05/19/2017	ALS1	Medi
43234081	1705145	05/19/2017	ALS1	Private Ir
43234087	1705150	05/20/2017	TNT	Medi
43234089	1705152	05/21/2017	ALS1	Medi
43234093	1705155	05/21/2017	ALS1	Unkr
43246906	1705092	05/13/2017	ALS1	Private Ir
43274506	1705170	05/23/2017	ALS1	Private Ir
43274511	1705176	05/24/2017	ALS1	Medi
43274517	1705182	05/24/2017	ALS1	Private Ir
43351865	170518	05/26/2017	ALS1	Unkr
43351883	1705209	05/29/2017	ALS1	Worker:
43351889	1705216	05/30/2017	ALS1	Medi
43432089	1706031	06/05/2017	BLS	Medi
43432093	1706026	06/05/2017	TNT	Medi
43469816	1706037	06/07/2017	TNT	Medi

43504778	1706036	06/06/2017	ALS1	Medi
43504788	1706009	06/02/2017	BLS	Medi
43504803	1706066	06/10/2017	TNT	Cont
43504807	1706071	06/11/2017	TNT	Medi
43520465	1706014	06/03/2017	ALS1	Private Ir
43584244	1706081	06/14/2017	BLS	Auto Ins
43584251	1706090	06/15/2017	BLS	Unkr
43584255	1706094	06/15/2017	ALS1	Unkr
43584271	1706110	06/18/2017	ALS1	Private Ir
43705487	1706123	06/20/2017	BLS	Medi
43705493	1706130	06/21/2017	ALS1	Unkr
43705505	1706142	06/24/2017	ALS1	Private Ir
43746797	1706111	06/18/2017	ALS1	Medi
43820366	1707017	07/03/2017	TNT	Unkr
43820378	1707027	07/04/2017	ALS2	Auto Ins
43820379	1707029	07/04/2017	ALS1	Medi
43820382	1707032	07/05/2017	ALS1	Medi
43820395	1707036	07/05/2017	BLS	Medi
43899249	1707057	07/08/2017	ALS1	Unkr
43960633	1707084	07/13/2017	ALS1	Medi
43974134	1707103	07/17/2017	ALS1	Private Ir
43974135	1707105	07/17/2017	BLS	Medi
44048357	1707122	07/20/2017	ALS1	Medi
44048362	1707125	07/20/2017	ALS2	Unkr
44063598	1707157	07/25/2017	ALS1	Medi
44105727	1707170	07/27/2017	ALS1	Private Ir
44207059	1708019	08/04/2017	ALS1	Medi
44281792	1708061	08/10/2017	ALS1	Private Ir
44356652	1708079	08/13/2017	ALS1	Medi
44417763	1708131	08/20/2017	ALS1	Private Ir
44417770	1708137	08/20/2017	ALS2	Unkr
44417772	1708140	08/21/2017	ALS1	Medi

44417775	1708100	08/16/2017	ALS1	Unkr
44417777	1708144	08/22/2017	ALS1	Medi
44427449	1708111	08/18/2017	ALS1	Medi
44427451	1708155	08/23/2017	ALS1	Unkr
44439252	1708166	08/24/2017	ALS1	Unkr
44453661	1708165	08/24/2017	ALS1	Medi
44453665	1708171	08/25/2017	BLS	Medi
44453666	1708172	08/25/2017	ALS1	Unkr
44469017	1708178	08/26/2017	ALS1	Medi
44527753	1708197	08/29/2017	TNT	Medi
44551653	170901-1009-JCFRFL	09/01/2017	TNT	Medi
44551655	170901-1843-JCFRFL	09/01/2017	BLS	Medi
44561274	170902-2016-JCFRFL	09/02/2017	ALS1	Unkr
44572765	170903-1419-JCFRFL	09/03/2017	ALS1	Medi
44597358	170905-1106-JCFRFL	09/05/2017	ALS1	Medi
44610016	170906-0016-JCFRFL	09/06/2017	BLS	Medi
44636050	170907-2050-JCFRFL	09/07/2017	ALS1	Medi
44636051	170907-2101-JCFRFL	09/07/2017	BLS	Medi
44636052	170907-1828-JCFRFL	09/07/2017	ALS1	Medi
44636055	170908-0942-JCFRFL	09/08/2017	ALS1	Medi
44644108	170907-1225-JCFRFL	09/07/2017	BLS	Medi
44657138	170910-0830-JCFRFL	09/10/2017	ALS1	Medi
44657142	170910-1400-JCFRFL	09/10/2017	BLS	Unkr
44667547	170911-1412-JCFRFL	09/11/2017	ALS1	Unkr
44667548	170911-0904-JCFRFL	09/11/2017	BLS	Auto Ins
44697160	170912-1144-JCFRFL	09/12/2017	BLS	Medi
44697164	170913-1923-JCFRFL	09/13/2017	ALS1	Medi
44710925	170914-1502-JCFRFL	09/14/2017	ALS1	Private Ir
44727445	170915-0813-JCFRFL	09/15/2017	ALS1	Unkr
44727447	170915-1321-JCFRFL	09/15/2017	ALS1	Medi
44727448	170915-1316-JCFRFL	09/15/2017	ALS2	Unkr

44739334	170916-0246-JCFRFL	09/16/2017	ALS1	Private Ir
44739339	170916-2156-JCFRFL	09/16/2017	ALS1	Unkr
44823084	170922-1417-JCFRFL	09/22/2017	ALS1	Private Ir
44842813	170923-1028-JCFRFL	09/23/2017	ALS1	Unkr
44858225	170925-1140-JCFRFL	09/25/2017	ALS2	Unkr
44875183	170926-0522-JCFRFL	09/26/2017	ALS1	Unkr
44875184	170926-0612-JCFRFL	09/26/2017	ALS1	Private Ir
44875189	170926-1630-JCFRFL	09/26/2017	ALS1	Medi
44906692	170925-1743-JCFRFL	09/25/2017	BLS	Medi
44925074	170929-0844-JCFRFL	09/29/2017	ALS1	Medi
44925075	170929-1129-JCFRFL	09/29/2017	ALS1	Unkr
44925077	170929-1413-JCFRFL	09/29/2017	TNT	Medi
44935639	170928-1247-JCFRFL	09/28/2017	BLS	Unkr
44946388	170930-1727-JCFRFL	09/30/2017	ALS1	Medi
46233568	1612130	12/22/2016	ALS1	Unkr
46233571	1703040	03/06/2017	ALS1	Unkr
46233572	1704122	04/20/2017	ALS1	Medi

Insurance Type	Primary Name	Account Balance
icare	Humana Medicare Replacement PI	\$237.37
icare	Medicare - FL	\$153.71
icare	United Healthcare Mcare HMO	\$275.00
own		\$1,077.46
icare	Medicare - FL	\$1,048.48
nsurance	Capital Health Plan	\$1,231.85
icare	Medicare - FL	\$70.72
icare	Medicare - FL	\$146.11
icare	Medicare - FL	\$152.98
icare	Medicare - FL	\$299.22
nsurance	Veterans Administration - FL	\$1,115.93
icaid	Magellan Health Services	\$1,115.93
icare	Medicare - FL	\$1,391.24
icare	Medicare - FL	\$134.23
nsurance	Veterans Administration - FL	\$1,159.40
nsurance	Veterans Administration - FL	\$1,019.50
icaid	Medicaid - FL	\$1,077.46
icaid	Magellan Health Services	\$1,188.38
icaid	Molina Healthcare of FL	\$1,202.87
icare	Medicare - FL	\$136.72
nsurance	Coventry	\$1,120.93
icare	Medicare - FL	\$1,130.42
icare	Capital Health Plan	\$80.00
icaid	Prestige Health Choice	\$897.99
icaid	Medicaid - FL	\$1,019.50
nsurance	Armor Correctional Health Services	\$1,202.87
icaid	Magellan Health Services	\$1,329.22
icare	Medicare - FL	\$152.98
icare	Big Bend Hospice	\$1,057.97

insurance	USAA Auto Insurance	\$1,188.38
insurance	Geico	\$192.31
icare	Medicare - FL	\$144.64
icaid	Magellan Health Services	\$1,246.34
icare	Medicare - FL	\$1,077.46
insurance	Blue Cross Blue Shield of FL	\$1,188.38
own		\$1,144.91
insurance	Veterans Administration - FL	\$1,057.97
icare	Medicare - FL	\$136.72
icare	Medicare - FL	\$153.71
icare	Humana Medicare Replacement PI	\$299.22
own		\$1,474.12
insurance	Geico	\$1.00
icare	Medicare - FL	\$137.16
icare	Medicare - FL	\$154.00
icare	Humana Medicare Replacement PI	\$299.22
insurance	USAA Claims	\$502.90
icaid	Molina Healthcare of FL	\$1,231.85
icaid	Magellan Health Services	\$1,217.36
icaid	Medicaid - FL	\$1,048.48
own		\$1,033.99
icare	Medicare - FL	\$152.69
icare	Medicare - FL	\$155.46
icare	Medicare - FL	\$1,077.46
insurance	Blue Cross Blue Shield of FL	\$771.80
icare	Medicare - FL	\$1,120.93
icaid	Staywell/Wellcare (MCD)	\$299.22
own		\$1,077.46
icare	Medicare - FL	\$1,062.97
icare	Medicare - FL	\$139.61
icaid	Medicaid - FL	\$1,062.97
own		\$563.33
icare	Medicare - FL	\$264.16

icare	Medicare - FL	\$1,062.97
icare	Medicare - FL	\$141.40
nsurance	Cigna Health Care	\$1,202.87
icaid	Medicaid - FL	\$1,173.89
icare	United Healthcare Mcare HMO	\$299.22
nsurance	Progressive Insurance	\$0.25
nown		\$1,019.50
icare	Medicare - FL	\$148.28
icare	Medicare - FL	\$152.84
nown		\$299.22
icare	Medicare - FL	\$141.97
nown		\$1,106.44
icaid	Magellan Health Services	\$1,231.85
icaid	Staywell/Wellcare (MCD)	\$1,231.85
icare	Medicare - FL	\$1,217.36
icare	Humana Medicare Replacement PI	\$265.00
icare	Medicare - FL	\$639.05
icaid	Prestige Health Choice	\$1,474.12
nsurance	Omni Insurance	\$1,202.87
nsurance	Blue Cross Blue Shield of FL	\$1,188.38
icare	Medicare - FL	\$157.99
icare	Medicare - FL	\$158.58
icare	Medicare - FL	\$157.70
icare	Medicare - FL	\$143.86
icare	Medicare - FL	\$1,120.93
nown		\$1,231.85
icare	Medicare - FL	\$152.69
icare	Medicare - FL	\$183.00
icare	Medicare - FL	\$299.22
icare	Medicare - FL	\$159.32
nown		\$1,048.48
icare	Medicare - FL	\$147.83
icare	United Healthcare Mcare HMO	\$508.03

icare	Humana Medicare Replacement PI	\$265.00
own		\$1,106.44
icaid	CMS TITLE 21(XXI) MED3000	\$1,178.89
icare	Medicare - FL	\$137.16
icare	Medicare - FL	\$158.58
own		\$1,120.93
icare	Medicare - FL	\$1,120.93
icare	Medicare - FL	\$153.58
icare	Medicare - FL	\$137.11
nsurance	State Farm	\$1,231.85
s Comp	Bedgewick	\$1,231.85
own		\$1,202.87
icare	United Healthcare Mcare HMO	\$299.22
nsurance	Veterans Administration - FL	\$1,308.79
icaid	Magellan Health Services	\$1,144.91
icaid	Next Level Health	\$1,246.34
own		\$1,062.97
own		\$671.74
own		\$671.74
icaid	Staywell/Wellcare (MCD)	\$1,077.46
icaid	Staywell/Wellcare (MCD)	\$299.22
icare	United Healthcare Mcare HMO	\$890.74
own		\$671.74
icare	Wellcare Mcare HMO	\$250.00
icare	United Healthcare Mcare HMO	\$205.00
icaid	Medicaid - FL	\$1,173.89
own		\$1,173.89
own		\$1,202.87
own		\$1,188.38
icare	Medicare - FL	\$1,106.44
nsurance	Blue Cross Blue Shield of FL	\$388.51

icare	Wellcare Mcare HMO	\$250.00
icare	Medicare - FL	\$157.55
insurance	Auto Owners Insurance	\$1,256.77
icare	Medicare - FL	\$71.01
icare	Capital Health Plan	\$671.74
nsurance	Veterans Administration - FL	\$1,188.38
own		\$1,246.34
icaid	Prestige Health Choice	\$299.22
icare	Medicare - FL	\$154.16
icare	Medicare - FL	\$152.99
icare	Humana Medicare Replacement PI	\$1,173.89
own		\$995.83
icare	Humana Medicare Replacement PI	\$299.22
nsurance	Veterans Administration - FL	\$1,260.83
icare	Medicare - FL	\$71.01
icare	Medicare - FL	\$217.41
icare	Medicare - FL	\$148.28
nsurance	BCBS - FL (Federal)	\$100.00
icaid	Staywell/Wellcare (MCD)	\$299.22
icare	Medicare - FL	\$1,101.44
own		\$1,405.73
nsurance	United Healthcare	\$1,231.85
nsurance	Capital Health Plan	\$100.00
icare	Medicare - FL	\$148.28
nsurance	Blue Cross Blue Shield of FL	\$624.60
own		\$1,173.89
s Comp	Travelers	\$1,072.46
icare	United Healthcare Mcare HMO	\$145.00
icare	Medicare - FL	\$1,005.01
icare	Medicare - FL	\$142.26
icare	Medicare - FL	\$299.22

icare	Humana Medicare Replacement PI	\$265.00
icare	Medicare - FL	\$1,106.44
tract	MPCH	\$299.22
icare	Medicare - FL	\$299.22
nsurance	Blue Cross Blue Shield of FL	\$1,130.42
nsurance	Direct General	\$671.74
rown		\$889.09
rown		\$1,159.40
nsurance	All Savers Insurance Co.	\$1,275.32
icare	Wellcare Mcare HMO	\$250.00
rown		\$1,318.79
nsurance	Blue Cross Blue Shield of FL	\$676.48
icare	Medicare - FL	\$1,202.87
rown		\$299.22
nsurance	Allstate PIP/Med Pay	\$1,416.16
icare	Medicare - FL	\$1,202.87
icare	Medicare - FL	\$147.83
icaid	Medicaid - FL	\$990.52
rown		\$1,217.36
icare	Medicare - FL	\$1,115.93
nsurance	Capital Health Plan	\$1,188.38
icare	Medicare - FL	\$932.56
icare	Capital Health Plan	\$1,188.38
rown		\$1,387.18
icare	Medicare - FL	\$1,246.34
nsurance	United Healthcare	\$1,144.91
icare	Humana Medicare Replacement PI	\$265.00
nsurance	Veterans Administration - FL	\$1,202.87
icare	Medicare - FL	\$143.86
nsurance	United Healthcare	\$1,139.40
rown		\$1,372.69
icare	Medicare - FL	\$160.05

nown		\$846.34
icare	Medicare - FL	\$153.87
icare	Capital Health Plan	\$200.00
nown		\$1,231.85
nown		\$1,362.26
icare	United Healthcare Mcare HMO	\$205.00
icare	Medicare - FL	\$1,106.44
nown		\$1,231.85
icare	Wellcare Mcare HMO	\$250.00
icare	Medicare - FL	\$299.22
icare	Humana Medicare Replacement PI	\$299.22
icare	Medicare - FL	\$1,048.48
nown		\$1,202.87
icare	United Healthcare Mcare HMO	\$205.00
icare	Medicare - FL	\$98.28
icare	Medicare - FL	\$135.64
icare	Medicare - FL	\$157.11
icare	Medicare - FL	\$71.01
icare	Wellcare Mcare HMO	\$250.00
icare	Capital Health Plan	\$100.00
icare	Medicare - FL	\$1,033.99
icare	Medicare - FL	\$55.64
nown		\$932.56
nown		\$1,101.44
nsurance	CorVel - Auto Owners	\$1,062.97
icare	Medicare - FL	\$932.56
icare	Humana Medicare Replacement PI	\$265.00
nsurance	Blue Cross Blue Shield of FL	\$953.00
nown		\$1,115.93
icare	Humana Medicare Replacement PI	\$265.00
nown		\$1,329.22

Insurance	Blue Cross Blue Shield of FL	\$445.40
own		\$1,144.91
Insurance	United Healthcare	\$648.34
own		\$1,188.38
own		\$1,213.30
own		\$1,090.42
Insurance	Axis Services Inc	\$1,173.89
icaid	Children's Medical Services	\$1,144.91
icare	Wellcare Mcare HMO	\$671.74
icare	Railroad Medicare	\$894.83
own		\$1,101.44
icare	United Healthcare Mcare HMO	\$299.22
own		\$1,091.95
icare	United Healthcare Mcare HMO	\$55.44
own		\$1,246.34
own		\$1,275.32
icare	Capital Health Plan	\$1,057.97



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827
435 W. Walnut St., Monticello, Florida 32344

Stephen Fulford
District 1

Gene Hall
District 2

JT Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5

JEFFERSON COUNTY **BOARD OF COUNTY COMMISSIONERS** **RESOLUTION #2019-060619-01**

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

WHEREAS, Jefferson County does not have the funds to pay for the repairs, and

WHEREAS, the Small County Outreach Program has been created by Section 339.2818, Florida Statutes, to assist small county governments in resurfacing or reconstruction of county roads or in construction of capacity or safety improvements on county roads, and

WHEREAS, the Florida Department of Transportation is willing to provide the County with financial assistance under Financial Management Number 440620-1-34-01 for costs directly related to the design of Lake Road (CR 259), from SR 57 (US 19) to Cocroft Road, hereinafter referred to as the “Project”,

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

DONE THIS 6th DAY OF June, 2019.

Betsy Barfield, Chair

Attest: _____
Kirk Reams, Clerk of Court

Tim Sanders
Clerk of Courts ad interim

Parrish Barwick
County Coordinator

Bird & Sparkman, P.A.
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
02/19

FPN: <u>440620-1-34-01</u>	Fund: <u>SCOP</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54 (Jefferson)</u>	Contract No: _____	Vendor No: <u>F596000690004</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Design of CR 259 Lake Road Resurfacing Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$219,972. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$219,972 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 shall
 shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- f. The Recipient shall:
- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's

Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making

of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit C: Engineer's Certification of Compliance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
02/19

- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
02/19

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Jared Perdue, P.E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440620-1-34-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Jefferson County Board of County Commissioners (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 6.148

PROJECT DESCRIPTION: This project is for the survey, design, permitting, and preparation of construction plans and bid documents for the CR 259 Lake Road Paving Project. The project will begin at SR 57 and continue approximately 6.2 miles to Cocroft Road. The project will consist of creating 11' wide travel lanes and the placing a minimum 2" of asphalt over the existing lime rock base roadway. Other work to include necessary drainage improvements, upgrading signage, pavement markings and paved shoulders. All pavement markings and signage will also be installed according to MUTCD standards. No additional right-of-way will be required for the project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by June 30, 2020.
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: <u>Jefferson County Board of County Commissioners</u> <u>1 Courthouse Circle</u> <u>Monticello, Florida 32344</u>	FINANCIAL PROJECT NUMBER: <u>440620-1-34-01</u>
---	---

I. PHASE OF WORK by Fiscal Year:	FY 2020	FY2021	FY2022	TOTAL
Design- Phase 34	\$ 219,972.00	\$ 0.00	\$ 0.00	\$219,972.00
Maximum Department Participation - (<u>Small County Outreach Program</u>)	100% or \$ 219,972.00	% or \$	% or \$	100% or \$ 219,972.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (____)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$219,972.00	\$0.00	\$0.00	\$219,972.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

Signature Date

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$219,972.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

**RESOLUTION DESIGNATING THE MONTICELLO OPERA HOUSE INC.
AS THE LOCAL ARTS AGENCY FOR JEFFERSON COUNTY**

WHEREAS the Monticello Opera House, Inc., is a cultural and historical resource serving Jefferson County since 1890, and

WHEREAS the Monticello Opera House's activities are a major economic driver for the City of Monticello and Jefferson County, and

WHEREAS the programming at the Monticello Opera House provides opportunities for all members of the community to enjoy plays, musicals, dance programs, concerts and a myriad of other cultural activities, and

WHEREAS the Monticello Opera House has to be designated as the Local Arts Agency in order to qualify for a particular category of grant from the Florida Department of State, Division of Cultural Affairs, and

WHEREAS the Monticello Opera House has been functioning as the *de facto* Local Arts Agency for a number of years, and

WHEREAS it is the intent of the Jefferson County Commission to be supportive of the Monticello Opera House and its activities.

BE IT THEREFORE RESOLVED AS FOLLOWS:

The Jefferson County Commission hereby designates the Monticello Opera House, Inc. as the local arts agency for Jefferson County, Florida.

Dated June 6, 2019

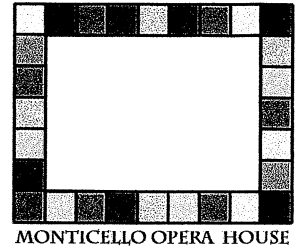
Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

Monticello Opera House, Inc.

**P. O. Box 518
Monticello, FL 32345
Phone: 850-997-4242
E-Mail: director@monticellooperahouse.org**



May 30, 2019

BY HAND DELIVERY

RE: Request from the Monticello Opera House, Inc. to be designated as the Local Arts Agency for Jefferson County.

Parrish Barwick
County Coordinator
Jefferson County, FL
1484 South Jefferson Street
Monticello, FL 32344

Dear  Mr. Barwick

I believe that the Jefferson County Commission has previously designated the Monticello Opera House, Inc. as the Local Arts Agency for Jefferson County, however, I am unable to locate any documentation to that effect. This designation is critical to the Opera House's ability to obtain cultural program grants from the Florida Department of State.

I am therefore requesting that an agenda item be put on the next available county commission agenda to adopt a resolution designating the Monticello Opera House, Inc., as the Local Arts Agency for Jefferson County.

If you have any questions concerning this request, please feel free to contact me. I can be reached at (850) 545 – 7869 or monticellojay@gmail.com

Let me thank you in advance for your attention to this request.

Sincerely,


Jay Adams

**Jay Adams
Chairman of the board
Monticello Opera House**

**RESOLUTION DESIGNATING THE MONTICELLO OPERA HOUSE INC.
AS THE LOCAL ARTS AGENCY FOR JEFFERSON COUNTY**

WHEREAS the Monticello Opera House, Inc., is a cultural and historical resource serving Jefferson County since 1890, and

WHEREAS the Monticello Opera House's activities are a major economic driver for the City of Monticello and Jefferson County, and

WHEREAS the programming at the Monticello Opera House provides opportunities for all members of the community to enjoy plays, musicals, dance programs, concerts and a myriad of other cultural activities, and

WHEREAS the Monticello Opera House has to be designated as the Local Arts Agency in order to qualify for a particular category of grant from the Florida Department of State, Division of Cultural Affairs, and

WHEREAS the Monticello Opera House has been functioning as the *de facto* Local Arts Agency for a number of years, and

WHEREAS it is the intent of the Jefferson County Commission to be supportive of the Monticello Opera House and its activities.

BE IT THEREFORE RESOLVED AS FOLLOWS:

The Jefferson County Commission hereby designates the Monticello Opera House, Inc. as the local arts agency for Jefferson County, Florida.

Dated June 6, 2019

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court



JEFFERSON COUNTY SOLID WASTE DEPARTMENT

1697 S. Jefferson Street
Monticello, Florida 32344
Phone: (850) 342-0184
Fax: (850) 342-0185

May 30, 2019

The Solid Waste Department is seeking the approval of the Board to Surplus our 1999 Chevy Blazer. It has a blown motor, the estimate to replace is, \$4,185.00. We are requesting to place it in our local paper and the Jefferson County Website seeking sealed bids.

VIN# IGNDT13W8XK183524

Please consider this item for the next Commission meeting.

Reams v. Jefferson County
Agenda Statement Regarding Recommended Settlement

This is a recommended settlement of an attorney fee lawsuit arising from Clerk of Court Kirk Reams' suspension from office from October 2017 to November 2018. The County obtained two independent outside legal opinions to evaluate the County's liability to reimburse Clerk Reams for his attorney fees and costs incurred to obtain his reinstatement. Both attorneys separately advised it was more likely than not that the County would be responsible for the reimbursement. Although Jefferson County was in no way responsible for Mr. Reams' suspension from office, the Florida Supreme Court held almost 30 years ago that the burden to bear attorney fees for reinstated public officials should lie with the government and not the employee. Litigation counsel has negotiated a significant discount in fees and has done so at the beginning of the litigation process which will save Jefferson County defense costs that would be incurred in defense of the lawsuit if the settlement is not approved. There is no insurance coverage available for these types of claims.

Litigation counsel recommends the Board approve the negotiated settlement of \$88,500, which constitutes full settlement of all claims, and if approved, would result in the dismissal of the lawsuit within ten days of payment of the settlement proceeds. Plaintiffs will also execute a general release of all claims, which will ensure no additional claims can be brought against the County arising from Clerk Reams' suspension and reinstatement, including but not limited to back pay. This recommended settlement reflects a discount of nearly \$50,000 from the amount of attorney fees and prejudgment interest originally sought and would save the County approximately \$40,000 in defense costs and fees that would be incurred if the case were to be litigated.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("AGREEMENT") is made and entered into freely and voluntarily by and between KIRK B. REAMS and DAVID W. COLLINS, ESQUIRE OF THE COLLINS LAW FIRM (collectively, "REAMS") and JEFFERSON COUNTY, a political subdivision of the State of Florida, also known as the Jefferson County Board of County Commissioners ("JCBOCC"). For purposes of this AGREEMENT, REAMS and JCBOCC, are collectively referred to as the "PARTIES."

RECITALS

WHEREAS, REAMS filed a lawsuit against the JCBOCC in the Circuit Court of the Second Judicial Circuit, in and for Jefferson County, Florida, Case No. 2019 – CA-000048, alleging reimbursement for attorney fees and costs incurred in the successful defense of a criminal allegation and to obtain reinstatement to his duly elected office ("LAWSUIT"); and

WHEREAS, the JCBOCC has denied, and continues to deny, the validity of the claims and allegations asserted by REAMS and denies that it is subject to any liability; and,

WHEREAS, the PARTIES through their counsel negotiated this matter and have determined that a compromise, settlement and release of the claims asserted or that could have been asserted in the LAWSUIT, with prejudice, will best serve the interests of all concerned; and,

WHEREAS, the PARTIES and their counsel have also concluded that the terms of this AGREEMENT are fair, reasonable, adequate and in the PARTIES' mutual best interests; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged by the PARTIES, the PARTIES agree to be legally bound by the following terms and conditions, which constitute full settlement of any and all disputes between them:

Recitals: The PARTIES acknowledge that the "WHEREAS" clauses in this Agreement are true and correct, and are incorporated herein as material parts to this AGREEMENT.

Definitions: Throughout this AGREEMENT, the term "JCBOCC" shall include the following:

(i) JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, and all other departments, agencies, subdivisions, boards, councils, partnerships, organizations, businesses or other entities affiliated, associated, related, owned or operated by or with the same, as well as their heirs, executors, administrators, suppliers, distributors, successors, privies, insurers, insureds, associations, partnerships, representatives, attorneys, employees, former employees, volunteers, officers, directors, shareholders, board members, former board members, agents and assigns, past and present, of the aforesaid entity.

Settlement Sum: As consideration for REAMS signing this AGREEMENT and compliance with the promises made herein, the JCBOCC agrees to pay a total of EIGHTY EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$88,500.00) as follows:

(A) The JCBOCC shall issue payment in the amount of EIGHTY EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$88,500.00) payable to Kirk B. Reams and the Collins Law Firm Trust Account within ten

(10) days from the JCBOCC's counsel's receipt of this AGREEMENT appropriately signed and dated by REAMS.

Additional Terms: The PARTIES have additionally agreed as follows:

(A) Within ten (10) days of receipt of the settlement proceeds, REAMS shall cause the Lawsuit to be dismissed with prejudice.

Consideration: REAMS understands and agrees that he/they would not receive the monies and/or benefits specified in this Agreement but for his/their execution of this AGREEMENT and the fulfillment of the promises contained herein.

Release of Claims:

(A) **By REAMS:** In exchange for, and in consideration of, the payments, benefits, and/or other commitments described above, REAMS agrees to release of the claims set forth or that could have been set forth in the LAWSUIT (and any other claims or assertions of liability that may exist). In addition, REAMS, for himself, themselves, and for each of their heirs, executors, administrators, and assigns, hereby fully releases, acquits, and forever discharges the JCBOCC and any of its present or former officers, directors, subsidiaries, parents, affiliates, partners, employees, agents, attorneys, accountants, executors, administrators, personal representatives, departments, directors, insurers, current and former employees, current and former board members, heirs, successors and assigns, expressly including, but not limited to, and all persons acting by, though, under, or in concert with any of them, and from any and all claims, liabilities, causes of action, demands to any rights, damages, costs, attorneys' fees, expenses,

back pay, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that REAMS may now have, has ever had, or hereafter may have relating directly or indirectly to the allegations in the LAWSUIT or his employment as the Clerk of Jefferson County, Florida, including, but not limited to, any and all claims he/they may have that arose prior to the Effective Date of this AGREEMENT

Reliance: REAMS hereby acknowledges that in executing this AGREEMENT, he does not rely and has not relied upon any representation or statement made by the JCBOCC or by any agents, representatives or attorneys of the JCBOCC with regard to the subject matter, basis or effect of this AGREEMENT. REAMS acknowledges and agrees that he has/they have read and understands the meaning of this AGREEMENT and voluntarily enters into this AGREEMENT.

Tax Liability: In exchange for the consideration specified in this AGREEMENT, the JCBOCC makes no representations, warranties or guarantees regarding the tax consequences or liability arising from any consideration paid to REAMS. REAMS understands and agrees that any and all tax liability which may be due or become due because of the consideration referenced in this AGREEMENT is his/their responsibility, and that REAMS will pay any such taxes which may be due or become due. The JCBOCC has no monetary liability or obligation regarding the consideration specified in this AGREEMENT whatsoever, other than delivering a valid check in the sum referenced in this AGREEMENT. REAMS agrees to bear all tax consequences, if any, attendant upon the payment to him/them of this AGREEMENT'S consideration. REAMS further agrees to indemnify and hold the JCBOCC harmless from and against any tax or, amounts,

interest, penalties, fines or assessments brought or sought by any taxing authority or governmental agency with regard to the consideration.

Warranty and Indemnification: REAMS agrees to indemnify and hold the JCBOCC harmless from any losses or expenses, claims or liability of any type or character arising out of any attempt by any party to sue and collect on the claims being released by this AGREEMENT, including payment of reasonable attorneys' fees and costs incurred to defend such actions.

No Effect on Public Records Law: REAMS understands that nothing in this AGREEMENT is intended to affect or does affect the JCBOCC's obligations under Florida's Public Records laws, and that this Release and all other records regarding REAMS may be subject to view by the public.

Affirmations: REAMS represents and affirms that, other than the LAWSUIT referenced herein, he has/they have no suits, claims, charges, complaints or demands of any kind whatsoever currently pending against the JCBOCC with any local, state, or federal court or any governmental, administrative, investigative, civil rights or other agency or board. REAMS further represents and affirms as a material term of this AGREEMENT that, upon payment of the consideration identified in this Agreement above, he has/they have been paid and/or received all compensation and/or benefits to which he/they may be entitled from the JCBOCC or due to services he/they performed for the JCBOCC and that no compensation and/or benefits from the JCBOCC or due to services he/they performed for the JCBOCC are due him/them, except as provided for in this AGREEMENT.

No Assignment: The PARTIES represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this AGREEMENT, that the PARTIES have the sole right and exclusive authority to execute this AGREEMENT, and that

the PARTIES have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this AGREEMENT.

Governing Law and Jurisdiction: This AGREEMENT shall be governed and conformed in accordance with the laws of the state of Florida. Venue shall lie only in Jefferson County, Florida.

No Admission of Liability: The PARTIES agree that neither this AGREEMENT nor the furnishing of the consideration for this AGREEMENT shall be deemed or construed at any time for any purpose as an admission by the JCBOCC of any liability or unlawful conduct of any kind.

Headings: The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

Modification of Agreement: This AGREEMENT may not be amended, revoked, changed, or modified in any way, except in writing executed by all PARTIES. REAMS agrees not to make any claim at any time that this AGREEMENT has been verbally modified in any respect whatsoever. No waiver of any provision of this AGREEMENT will be valid unless it is in writing and signed by the party against whom such waiver is charged.

Interpretation: The language of all parts of this AGREEMENT shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the PARTIES. This AGREEMENT has been negotiated by and between attorneys for the PARTIES and shall not be construed against the "drafter" of the AGREEMENT. If any portion or provision of this AGREEMENT (including, without implication of limitation, any portion or provision of any section of this AGREEMENT) is determined to be illegal, invalid, or

unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this AGREEMENT shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this AGREEMENT. To the extent that any general release or dismissal in this AGREEMENT is deemed to be illegal, invalid, or unenforceable, REAMS agrees to execute a valid full and final release of equal scope, covering any and all claims in favor of the JCBOCC in exchange for the payment set forth in this AGREEMENT in the event such payments have not already been made, to effectuate a full release of the claims made or that could have been made in the LAWSUIT.

Binding Nature of Agreement: This AGREEMENT shall be binding upon each of the PARTIES and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

Enforcement: If any party to this AGREEMENT is required to engage in litigation against any other party to this AGREEMENT, either as plaintiff or defendant, in order to enforce or defend any of the rights under this AGREEMENT, and such litigation results in a final judgment in favor of such party ("Prevailing Party"), then the party against whom said final judgment is obtained shall reimburse the Prevailing Party for all expenses incurred, including, but not limited to, all attorney's fees (including paralegal fees), court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

Entire Agreement: This AGREEMENT sets forth the entire AGREEMENT between the PARTIES hereto, and fully supersedes any prior obligation of the JCBOCC to REAMS.

Selective Enforcement: The PARTIES agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this AGREEMENT shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN THIS AGREEMENT, REAMS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST THE JCBOCC.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the following hereto knowingly and voluntarily executed this AGREEMENT as of the date set forth below:

DATED this ____ day of June, 2019. _____
KIRK B. REAMS

DATED this ____ day of June, 2019. _____
DAVID COLLINS, ESQUIRE OF THE COLLINS
LAW FIRM

DATED this ____ day of June, 2019. _____
BETSY BARFIELD, CHAIR
JEFFERSON COUNTY BOARD OF COUNTY
COMMISSIONERS

RESOLUTION NO. 19-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 368 INDUSTRIAL PARK ROAD TO MORRIS PROPANE, LLC.; CONFIRMING CERTAIN DOCUMENTS PREVIOUSLY EXECUTED BY THE CHAIR OF THE BOARD; AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE CERTAIN ADDITIONAL DOCUMENTS RELATED TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Jefferson County, Florida, has entered into an Agreement for Settlement, Purchase and Sale, and Relocation (Agreement), dated March 28, 2019, for the sale of the property located at 368 Industrial Park Road to Morris Propane, LLC, (Property), which Agreement was approved by the Board in open session at the regular meeting of March 21, 2019; and

WHEREAS, due to certain unanticipated delays, it has become necessary to extend certain terms of the Agreement relating to the timelines for inspection and governmental authorizations through entering into the First Amendment to Agreement for Settlement, Purchase and Sale, and Relocation (First Amendment), executed by the Chair of the Jefferson County Board of County Commissioners on May 24, 2019; and

WHEREAS, as part of performance of the Agreement, on May 24, 2019, the Chair of the Jefferson County Board of County Commissioners executed a Lot Split Application (Lot Split) pursuant to paragraph 5.2(a) of the Agreement; and

WHEREAS, the Board of County Commissioners desires to confirm the authority of the Chair to execute the First Amendment and Lot Split, and to authorize the Chair to execute other documents constituting minor amendments to the Agreement.

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

1. The Board of County Commissioners of Jefferson County, Florida, hereby confirms the authority of the Chair of the Board to execute the First Amendment and Lot Split and her execution of such documents are hereby ratified and approved. A copy of the First Amendment and Lot Split are attached hereto.
2. By adopting this Resolution, the Board of County Commissioners of Jefferson County, Florida, hereby authorizes the Chair of the Board and the Clerk of Court to sign and execute on behalf of the Board of County Commissioners such additional documents as may constitute minor amendments to the agreement, such as amendments to time periods for performance of various terms of the agreement.
3. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in Regular Session, this 6th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS OF
JEFFERSON COUNTY, FLORIDA

By: _____
Betsy Barfield, Chair of the Board of County Commissioners

ATTEST:

Kirk Reams, Clerk of Court
(SEAL)

APPROVED AS TO FORM:

Scott Shirley, Jefferson County Land Use Attorney

Attachments:

- 1) First Amendment to Agreement for Settlement, Purchase and Sale, and Relocation, dated May 24, 2019.
- 2) Lot Split Application dated May 24, 2019.

**FIRST AMENDMENT TO AGREEMENT FOR SETTLEMENT,
PURCHASE AND SALE, AND RELOCATION**

THIS FIRST AMENDMENT TO AGREEMENT FOR SETTLEMENT, PURCHASE AND SALE, AND RELOCATION (“**Amendment**”) is made and entered into as of the 24th day of May 2019, by and between **JEFFERSON COUNTY**, a political subdivision of the State of Florida (“**Seller**” or “**County**”), and **MORRIS PROPANE, LLC**, a Florida limited liability company (“**Purchaser**” or “**Morris**”). Seller and Purchaser shall be referred to herein collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement for Settlement, Purchase and Sale, and Relocation dated March 28, 2019 (the “**Agreement**”), for the sale by Seller to Purchaser of the property described therein (the “**Property**”), at the price and on the terms and conditions set forth therein; and

WHEREAS, Seller and Purchaser have agreed to amend and modify the Agreement as more particularly set forth below.

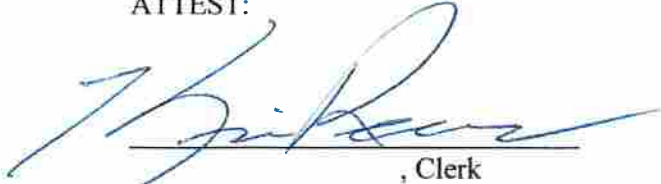
NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby agreed by and between the Parties as follows:

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment.
2. Section 1.1(m) of the Agreement is hereby amended so that the Inspection Period shall end at 5:00 p.m. Eastern Time on the ninetieth (90th) day after the Execution Date of the Agreement.
3. Section 1.1(j) of the Agreement is hereby amended so that the Governmental Authorization Period shall end at 5:00 p.m. Eastern Time on the one hundred twentieth (120th) day after the Execution Date of the Agreement.
4. This Amendment may be executed by the parties hereto individually or in combination, or in one or more counterparts, each of which shall be an original and all of which will constitute one and the same Amendment.
5. The parties hereby agree that an executed copy of this Amendment may be transmitted electronically to either party and be deemed an original for purposes hereof.
6. As modified herein, all terms and conditions in the Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Seller has executed this Amendment as of the date set forth below.

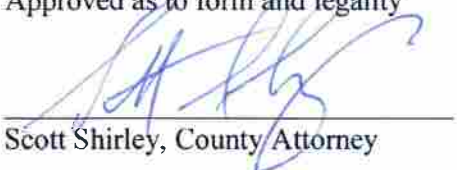
ATTEST:



_____, Clerk
Ex-Officio Clerk to the Board

Date: 5/24/19

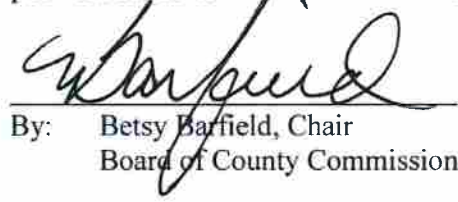
Approved as to form and legality



Scott Shirley, County Attorney

SELLER:

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



By: Betsy Barfield, Chair
Board of County Commissioners

[PURCHASER SIGNATURE APPEARS ON FOLLOWING PAGE

IN WITNESS WHEREOF, Purchaser has executed this Amendment as of the date set forth below.

Date of Execution by Purchaser: 5/24/19

PURCHASER:

MORRIS PROPANE, LLC, a Florida limited liability company

By: *John M. Morris*
Name: John M. Morris
Title: Partner / member

JEFFERSON COUNTY PLANNING DEPARTMENT

445 W. PALMER MILL ROAD - MONTICELLO, FLORIDA 32344
Phone (850) 342-0223 - Fax: (850) 342-0225



STAFF REVIEW MINOR SUBDIVISION (FINAL DEVELOPMENT ORDER)

SUBDIVISION DEVELOPMENT PERMIT # _____

(Check subdivision type below):

1. LOT SPLIT - 2. FAMILY SUBDIVISION - 3. BOUNDARY ADJUSTMENT
 4. MINOR SUBDIVISION* - 5. MINOR REPLAT

NOTE: The applicant(s)/owner(s) should have a pre-application meeting with the Planning Official prior to formal application submittal to ensure procedures and submittal requirements are understood.

***MINOR SUBDIVISION/3-5 LOTS – NOTIFICATION REQUIREMENT:** The LDC requires notification by certified mail to property-owners within 500 feet of the subject property of the Planning Official's decision to approve the subdivision. Applicants must obtain a map and list of property-owners within 500 feet of the perimeter of property proposed for subdivision from the Property Appraiser's office and submit said map/list with this application. After determining the application meets all LDC criteria, the Planning Official will indicate subdivision approval. The Planning Department will prepare and send required notification letters by certified mail to the listed property-owners indicating the Planning Official's intent of final approval and recording of the subdivision at the end of the 30-day appeal period as measured from the postmark (see next section).

Excerpt from the Jefferson County Land Development Code:

9.18.1. APPEALS FROM DECISIONS OF THE PLANNING OFFICIAL

A developer or any adversely affected person may appeal an order, decision, determination, or interpretation of the Planning Official, specifying the grounds for the appeal. Appeals are made to the Planning Commission by filing a notice of appeal with the Planning Department within thirty (30) days of the Planning Official's decision.

NOTE: An appeal is a process for requesting a formal change to an official decision. The decision of the prior decision maker is challenged by arguing that he or she misapplied the law, came to an incorrect factual finding, acted in excess of his jurisdiction, abused his powers, was biased, considered evidence which he should not have considered or failed to consider evidence that he should have considered. This section outlines the processes for citizens to appeal a final decision made by the Planning Official, the Planning Commission, or the Board of County Commissioners. **All appeals shall be in writing and shall include the specific grounds for the appeal including a description of the requested relief.**

If no appeal is filed within the 30 days, the Planning Official will issue the Final Development Order.

Owner's Name(s): Jefferson County BACC

Phone #: (850) 342-0223 Fax #: (850) 342-0225 Proof of Ownership: attach a copy of existing deed(s)

Mailing Address: 1 Courthouse Cir. Monticello, FL 32344

Parcel ID #(s): 12-1N-4E-0000-006K-0000

Land Use Category/Zoning: Industrial Number of Lots (includes the parent/remainder): 2

Streets (public or private) abutting the original and proposed lot(s): Industrial Park Dr.

NOTE: All maps prepared for recording documentation shall be prepared by and, when appropriate, signed and sealed by a Florida Registered Land Surveyor. They should be labeled correctly such as: Map of Subdivision for (name); Boundary Survey for (name of owner); Boundary Adjustment Survey for (name of owner); Sketch of Property for (name of owner); or Exhibit "A" – Map of Parcel #1, Exhibit "B" Legal Description of Parcel #1, etc.

PLEASE NOTE: When all documentation is submitted to the Clerk's Office for recording into Public Records, it is copied and any oversized sheets such as legal-sized [8½"x 14"] or ledger-sized [11" x 17"] pages are reduced to letter-sized. As a result of said reduction, many text labels may no longer be legible, which defeats the purpose of including an illustration with the written legal description. Therefore; either do not submit over-sized sheets in documents to be recorded, or ensure all labels are legible if/when reduced.

The undersigned owner(s) fully understand that no subdivision of property is permitted unless a development plan is prepared and submitted in accordance with the Jefferson County Land Development Code (LDC). It is further understood that it is unlawful for any property owner to transfer, sell, or agree to sell land by reference to, exhibition of, or other use of, a plat or deed description describing a subdivision of such land without approval as required by said LDC. If such unlawful use were performed prior to proper approval and recordation, the owner and/or agent of the owner of such land shall be deemed guilty of a misdemeanor and shall be punishable as provided by law.

IN WITNESS WHEREOF, this instrument to be signed and sealed the date written below.

SIGNED and sealed

In the presence of:

Jefferson County Board of County Commissioners

Shannae Metty
Signature of Witness

By: Betsy Barfield

Betsy Barfield, Chair
Pursuant to Paragraph 5.2(a) of the Agreement for Settlement, Purchase, Sale and Relocation
Executed March 28, 2019

Shannon Metty
Printed Name of Witness

Danielle Wheeler
Signature of Witness

Danielle Wheeler
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 24th day of May, 2019, by Betsy Barfield, who is: personally known to me or who has produced _____ as identification.

Katherine Lollar
SIGNATURE OF NOTARY PUBLIC

SEAL:



PRINTED NAME OF NOTARY PUBLIC
My Commission Expires: 3-29-2021

APPROVAL: I have reviewed this application and determined that the proposed subdivision meets the conditions of the Jefferson County LDC and otherwise complies with all applicable laws and ordinances.

Shannon Heth
Planning Official

5/24/19
Date

Conditions of Approval: _____

The following sheets are informational & not for submittal

ITEMS REQUIRED FOR APPLICATION SUBMITTAL:

The completed application (pages 1&2 of this “package”) must include the following documentation:

A registered surveyor (PLS), engineer, or other professional should prepare the following maps; however, PLS boundary survey maps are not required for these informational maps, which will be retained in Planning Department files.

1. PARENT TRACT MAP:

A letter-sized [8½”x 11”] or legal-sized [8½”x 14”] map of the parent property prior to subdivision. Most of the time, the map can be a printed copy of the aerial parcel map as shown outlined on the Property Appraiser’s website, with the wetlands and FEMA layers turned on.

If the map is a boundary survey, it should indicate any easements, existing permanent structures, FEMA flood-zones, wetlands (including 50’ wetlands setbacks), fences, driveways, building setbacks, and other improvements. If the parcel is very large, submittal of an overall map and a detail of the proposed subdivision area may be acceptable. Planning department staff will assist the applicant to prepare an appropriate depiction upon request.

2. AN OVERALL SUBDIVISION MAP:

A letter-sized [8½”x 11”], and scaled drawing showing the following:

- i. A Title Block indicating:
 - a. The subdivision name (“Lot Split for John Doe” - “Family Subdivision for Sam Smith” - “Gardner Minor Subdivision”);
 - b. The Tax Parcel ID# of the subject parent parcel(s);
- ii. A North arrow, scale, existing and proposed street name, if any required;
- iii. The entire subject property, indicating the location and configuration of all proposed subdivision lots; lot number & acreage;
- iv. The approximate perimeter dimensions of each lot to the nearest five (5) or ten feet (10’).

The following describes the final documentation to be submitted to the Planning Department for the Planning Official to stamp final approval “sign-off” prior to recording in the Public Records at the Clerk’s office.

1. The completed Application form (only pages 1 & 2 above).
2. The owner shall have the new deeds prepared for all parcels created by this subdivision (including the “remainder” of the parent parcel) for recording and submittal to the Recording Office of the Clerk of Courts of Jefferson County, Florida.
 - a. All new deeds for lots should include: A boundary survey map or “sketch of legal description” attached as an “Exhibit “A.” The map for each deed shall indicate the boundary bearings and distances, with a written legal description on the same sheet (or on a separate sheet as an “Exhibit B”), with the date as signed/sealed and prepared by a Florida Registered Land Surveyor (RLS).
 - b. The applicant shall bring all new deeds, the completed application forms, and the appropriate fee (\$75.⁰⁰/lot, cash, check, or money order) to the Planning Department office. All deeds shall be “stamped” and signed by the Planning Official as “Approved Development” prior to recording in the Public Records.
3. After recording, the applicant should bring copies of the recorded deeds (or the originals can be copied by staff) to the Planning Department for incorporation in the files.

In recognition of expenses incurred in obtaining boundary surveys, the Planning Official may allow that when the remainder tract is either very large or has an extensive boundary that would require an inordinate amount of expensive surveying, the new deed for the parent tract as a “remainder parcel” may be written as a “less and except” deed based on the original deed.

NOTE: “Sketch” maps prepared for a preliminary application meeting with Planning Department of proposed subdivisions may be submitted prior to surveying individual lots, with the approximate lot dimensions indicated without showing bearings and the distances may be estimated to the nearest 5 or 10 feet as may be reasonable. The proposed acreage for each parcel should be indicated.

NOTE: Boundary Adjustments will require at least two types of maps:

A “Before” map showing the existing parcel configuration will be retained in Planning Department files for future reference purposes.

Individual “After” boundary survey maps for all affected parcels will be used for recording new deeds after the adjustments, reflecting the change in configuration for each of the newly configured parcels. Copies of the new recorded deeds shall also be retained in Planning Department files.

If finalized pdf copies of all “Exhibit A” drawings are sent to the Planning Official by email [either by the applicant or any agent (surveyor – attorney – title company, etc./preparer of the documentation)] for Planning Official review and comment and are deemed correct and ready for attachment to the deeds, including the legal description(s) either in the deeds, on the map(s), or included as an “Exhibit B,” and the application and deeds are completely ready for filing and “signoff,” THE FINAL APPLICATION AND RECORDING PROCEDURES CAN ALL BE ACCOMPLISHED IN LESS THAN ONE HOUR for all of these subdivision types EXCEPT the 3-5 lot Minor Subdivisions, which require notifications.

FAMILY SUBDIVISIONS:

IMPORTANT NOTE REGARDING ELIGIBILITY FOR FAMILY SUBDIVISIONS: The parent parcel to be divided for family members must have been in existence in its present shape/acreage on/before **December 13, 1990**. Parcels created after 12/13/1990 may **not** be subdivided in a manner that exceeds the maximum density of the overlying Future Land Use District. Family subdivisions are special subdivisions exempt from normal maximum density requirements, with minimum lot size requirements for lots dependent on the type of water/sewer provisions. A property served by onsite well and septic tank must contain a minimum area of ½ acre, excluding any types of easements.

An overall Family Subdivision Map (retained in Planning Department files) shall show lot numbers for each individual lot with the name of the family member who is to become the owner, including the existing owner, if retaining a parcel. The deeds for each lot in a Family Subdivision should reflect the name of the family member who will become owner of the individual lot, whether transferred to the individual immediately as the grantee, placed in a trust named as grantee, or indicated as a joint (surviving) owner with the grantor. Probate of an estate through the judicial system involving creation of otherwise non-conforming lots is eligible for approval as a family subdivision if the parcel complies with the 1990 date provision, minimum lot size, and eligible individuals.