



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

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**Stephen Fulford**

District 1

**Gene Hall**

District 2

**J T Surles**

District 3 Vice-Chair

**Betsy Barfield**

District 4 Chairwoman

**Stephen Walker**

District 5

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### **REGULAR SESSION AGENDA:**

June 20, 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. CONSENT AGENDA**

- a) Approval of Agenda
- b) General Fund / Transportation Vouchers For Approval: 6.20.2019
- c) BOCC Minutes For Approval 6.6.2019 – Regular Board Meeting

**4. GENERAL BUSINESS:**

- a) County Retained Property (Thompson Gas) - Site Access Agreement with DEP
- b) River Road SCRAP Project Bid Award
- c) Non Profit Grant Application - J.C. Teen Summer Camp Project

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

**6. CLERK OF COURTS –**

**7. COUNTY COORDINATOR –**

Road Department – Reports and Activity

**8. COUNTY ATTORNEY :**

**9. 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.

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**Kirk Reams**

Clerk of Courts

**Parrish Barwick**

County Coordinator

**T. Buckingham Bird**

County Attorney

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BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	012104513310	PROFESSIONAL SERVICES	VR 01060719-002	06/06/2019	-	Reams Attorney Fees	88500.00
CHECK TOTAL FOR CHECK NUMBER 314943 DATED 06/07/2019 WRITTEN TO COLLINS David W Collins Attorney for the amount of							88500.00
01001	012104559310	WACISSA RIVER GRANT	VR 01060719-001	06/06/2019	-	Wacissa Springs Phase I	52255.12
CHECK TOTAL FOR CHECK NUMBER 314944 DATED 06/07/2019 WRITTEN TO NORTHFLA North Fla Asphalt, Inc for the amount of							52255.12
01 Bank Code TOTALS for 00002 Checks to 00002 Vendors for the amount of							140755.12
REPORT TOTALS for 00002 Checks to 00002 Vendors for the amount of							140755.12

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			
ADAPCO, Inc.	06/20/2019	-	120676	05/30/2019	VR 01062019-005	Cust#2225 Filter,Relay	682.57	.00
					CHECK TO VENDOR==>VENDOR ADAPCO	ADAPCO, Inc.	TOTALS	682.57 .00
Advanced Business System	06/20/2019	-	334972	06/03/2019	VR 01062019-004	Mtr#69696	5.67	.00
					CHECK TO VENDOR==>VENDOR ADVBUSIN	Advanced Business Systems	TOTALS	5.67 .00
Apalachee Center	06/20/2019	-	681908	06/05/2019	VR 01062019-016	JeffCntyBaker-MarchmanAct	2707.67	.00
Apalachee Center	06/20/2019	-	681908	06/05/2019	VR 01062019-017	JeffCntyBaker-MarchmanAct	559.00	.00
					CHECK TO VENDOR==>VENDOR APAMENHE	Apalachee Center	TOTALS	3266.67 .00
Tommy Arthur	06/20/2019	-	06081901	06/08/2019	VR 28062019-061	Rodeo Event	112.50	.00
					CHECK TO VENDOR==>VENDOR ARTHURTO	Tommy Arthur	TOTALS	112.50 .00
Aucilla Area Solid Waste	06/20/2019	-	05311901	05/31/2019	VR 22062019-050	Tipping Fees	42794.78	.00
					CHECK TO VENDOR==>VENDOR AUCILLAA	Aucilla Area Solid Waste	TOTALS	42794.78 .00
BancorpSouth	06/20/2019	-	664305	06/03/2019	VR 22062019-052	#002-0070780-004	3499.91	.00
					CHECK TO VENDOR==>VENDOR BANCORPS	BancorpSouth	TOTALS	3499.91 .00
Big Bend Tire	06/20/2019	-	21839	05/01/2019	VR 22062019-037	SolidWaste-TireRepair	20.00	.00
Big Bend Tire	06/20/2019	-	21840	05/01/2019	VR 22062019-038	SolidWaste-BalancingBeads	83.52	.00
Big Bend Tire	06/20/2019	-	22073	05/14/2019	VR 22062019-039	SolidWaste-SemiTireRepair	106.00	.00
Big Bend Tire	06/20/2019	-	22109	05/16/2019	VR 22062019-040	SolidWaste-SemiTireRepair	50.00	.00
Big Bend Tire	06/20/2019	-	22231	05/22/2019	VR 22062019-041	SolidWaste-SemiTireRepair	106.00	.00
Big Bend Tire	06/20/2019	-	22249	05/23/2019	VR 22062019-042	SolidWaste-TireRepair	20.00	.00
Big Bend Tire	06/20/2019	-	22277	05/24/2019	VR 22062019-043	SolidWaste-Oil Change	80.00	.00
Big Bend Tire	06/20/2019	-	22285	05/28/2019	VR 22062019-044	SolidWaste-Dsmnt/Mnt	56.00	.00
Big Bend Tire	06/20/2019	-	22359	05/30/2019	VR 22062019-045	SolidWaste-Oil Change	60.00	.00
					CHECK TO VENDOR==>VENDOR BIGBENTI	Big Bend Tire	TOTALS	581.52 .00
Lance Blomeley	06/20/2019	-	06071901	06/07/2019	VR 28062019-058	Rodeo Event	90.00	.00
					CHECK TO VENDOR==>VENDOR BLOMELEY	Lance Blomeley	TOTALS	90.00 .00
CenturyLink	06/20/2019	-	00180519	05/17/2019	VR 01062019-014	Act#424520018	191.87	.00
CenturyLink	06/20/2019	-	64950619	06/02/2019	VR 22062019-028	Act#461036495	85.14	.00
CenturyLink	06/20/2019	-	87870619	06/01/2019	VR 01062019-024	Act#312248787	66.07	.00
CenturyLink	06/20/2019	-	87870619	06/01/2019	VR 01062019-025	Act#312248787	66.07	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink							TOTALS	409.15	.00
Duke Energy	06/20/2019	-	22830519	05/31/2019	VR 19062019-056	Act#6872002283	7.00	.00	
Duke Energy	06/20/2019	-	22830519	05/31/2019	VR 28062019-057	Act#6872002283	7.01	.00	
Duke Energy	06/20/2019	-	35520519	05/31/2019	VR 01062019-019	Act#0392903552	230.83	.00	
Duke Energy	06/20/2019	-	45630519	06/06/2019	VR 01062019-021	Act#4293294563	19.39	.00	
Duke Energy	06/20/2019	-	82110519	05/31/2019	VR 01062019-020	Act#1554238211	17.63	.00	
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	281.86	.00
Flags Plus, Inc.	06/20/2019	-	4792	06/06/2019	VR 01062019-011	US Flag, FL Flag	247.80	.00	
CHECK TO VENDOR==>VENDOR FLAGSPLU Flags Plus, Inc.							TOTALS	247.80	.00
Ryan Flynt	06/20/2019	-	06071901	06/07/2019	VR 28062019-059	Rodeo Event	90.00	.00	
CHECK TO VENDOR==>VENDOR FLYNTRYA Ryan Flynt							TOTALS	90.00	.00
Gulf Coast Lumber/Supply	06/20/2019	-	56240	06/06/2019	VR 22062019-053	#300166 Vinyl Numbers	12.51	.00	
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply*							TOTALS	12.51	.00
Total Funds	06/20/2019	-	06021901	06/02/2019	VR 01062019-009	Act#7900011002479908	140.00	.00	
CHECK TO VENDOR==>VENDOR HASLER Total Funds							TOTALS	140.00	.00
Jefferson Community Water	06/20/2019	-	05000519	05/30/2019	VR 22062019-034	Act#0320500	39.07	.00	
Jefferson Community Water	06/20/2019	-	41000519	05/30/2019	VR 22062019-036	Act#0424100	38.79	.00	
Jefferson Community Water	06/20/2019	-	56000519	05/30/2019	VR 22062019-035	Act#0415600	40.21	.00	
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water							TOTALS	118.07	.00
Matthew LaMendola	06/20/2019	-	06081901	06/08/2019	VR 28062019-060	Rodeo Event	112.50	.00	
CHECK TO VENDOR==>VENDOR LAMENDOL Matthew LaMendola							TOTALS	112.50	.00
Mobile Communications	06/20/2019	-	80027379	06/04/2019	VR 22062019-051	#2010686 GPS	293.30	.00	
CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications							TOTALS	293.30	.00
Monticello Carquest Inc.	06/20/2019	-	38186052	05/31/2019	VR 22062019-032	Cust#263 Ultra Synthetic	51.80	.00	
Monticello Carquest Inc.	06/20/2019	-	38186336	06/05/2019	VR 22062019-048	Cust#263 Wiper Blade	21.56	.00	
Monticello Carquest Inc.	06/20/2019	-	38186388	06/06/2019	VR 22062019-049	Cust#263 HydHose,HydFitti	81.46	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS	154.82	.00
Monticello News	06/20/2019	-	12377	05/10/2019	VR 22062019-029	SolidWaste-HurricanePage	65.00	.00	
Monticello News	06/20/2019	-	12510	05/24/2019	VR 22062019-030	SolidWaste-MemorialDay	50.00	.00	
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News							TOTALS	115.00	.00



VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Municode	06/20/2019	-	329628	06/05/2019	VR 01062019-010	Cust#10-11624 OnlineHosti	950.00	.00
		CHECK TO VENDOR==>VENDOR MUNICIPC Municode				TOTALS	950.00	.00
MyOfficeProducts	06/20/2019	-	7061706	06/05/2019	VR 01062019-006	Act#40534 Stamps	204.43	.00
		CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts				TOTALS	204.43	.00
O'Reilly Automotive, Inc	06/20/2019	-	5-378293	06/01/2019	VR 22062019-033	#336410 Tool Set	99.99	.00
		CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.				TOTALS	99.99	.00
Preferred Gov't Ins.Trus	06/20/2019	-	60288-3	07/01/2019	VR 01062019-001	Jefferson-Workers Compens	34317.25	.00
		CHECK TO VENDOR==>VENDOR PREFGOVT Preferred Gov't Ins.Trust				TOTALS	34317.25	.00
Artezia	06/20/2019	-	0470216	05/10/2019	VR 01062019-012	Act#302577	12.00	.00
		CHECK TO VENDOR==>VENDOR QUALWATE Artezia				TOTALS	12.00	.00
Jefferson Co. Road Dept.	06/20/2019	-	05311904	06/03/2019	VR 22062019-031	Solid Waste Fuel	8989.68	.00
		CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.				TOTALS	8989.68	.00
Restoration Assistance	06/20/2019	-	I-022077	06/01/2019	VR 22062019-046	Site Inspection 05/19	2250.00	.00
		CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance				TOTALS	2250.00	.00
Keith Roddenberry	06/20/2019	-	965310	06/07/2019	VR 01062019-018	Lawn Service	50.00	.00
		CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry				TOTALS	50.00	.00
Sniffen & Spellman, PA	06/20/2019	-	21200	06/06/2019	VR 01062019-003	Act#10007-001	36.00	.00
		CHECK TO VENDOR==>VENDOR SNIFFEN& Sniffen & Spellman, PA				TOTALS	36.00	.00
Tommy Stover	06/20/2019	-	160859	06/07/2019	VR 01062019-002	Courthouse-Replace Light	70.00	.00
		CHECK TO VENDOR==>VENDOR STOVER Tommy Stover				TOTALS	70.00	.00
Thomson West	06/20/2019	-	84036224	06/01/2019	VR 14062019-026	Act#1004054973	612.00	.00
		CHECK TO VENDOR==>VENDOR THOMSONW Thomson West				TOTALS	612.00	.00
Toshiba Financial Servic	06/20/2019	-	24907732	05/31/2019	VR 01062019-022	#014-1321378-000	145.00	.00
Toshiba Financial Servic	06/20/2019	-	24907732	05/31/2019	VR 01062019-023	#014-1321378-000	35.00	.00
		CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service				TOTALS	180.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
ULTRA SHRED TECHNOLOGIES	06/20/2019	-	119950	06/11/2019	VR 01062019-015	Document Destruction	72.00	.00
CHECK TO VENDOR==>VENDOR ULTRASH ULTRA SHRED TECHNOLOGIES TOTALS							72.00	.00
UniFirst Corporation	06/20/2019	-	0189349	06/06/2019	VR 22062019-047	Cust#1237569	171.84	.00
UniFirst Corporation	06/20/2019	-	0189358	06/06/2019	VR 01062019-008	Cust#1311916	89.40	.00
UniFirst Corporation	06/20/2019	-	0189364	06/06/2019	VR 01062019-007	Cust#1381144	34.32	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS							295.56	.00
US Ecology Livonia, Inc.	06/20/2019	-	504800	05/30/2019	VR 22062019-055	#007413 Hazardous Waste	9557.71	.00
US Ecology Livonia, Inc.	06/20/2019	-	504801	05/30/2019	VR 22062019-054	#007413 Hazardous Waste	10768.28	.00
CHECK TO VENDOR==>VENDOR USECOLOG US Ecology Livonia, Inc. TOTALS							20325.99	.00
Verizon Wireless	06/20/2019	-	98308152	05/23/2019	VR 01062019-013	#842179031-1 #9830815248	72.14	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							72.14	.00
Walker Gas	06/20/2019	-	49	05/26/2019	VR 19062019-027	Wacissa Vol Fuel	29.70	.00
CHECK TO VENDOR==>VENDOR WALKERGA Walker Gas TOTALS							29.70	.00
CASH ACCOUNT # 011010000 TOTALS							121575.37	.00
BANK ACCOUNT # 0101001611 TOTALS							121575.37	.00
FINAL REPORT TOTALS							121575.37	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L	CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
Beard Equipment Company	06/20/2019	-	1145485	06/04/2019	VR 11062019-007	#700352 Filters	212.40	.00
		CHECK TO VENDOR==>	VENDOR BEARD		Beard Equipment Company	TOTALS	212.40	.00
Conrad Yelvington Distri	06/20/2019	-	1051743	06/03/2019	VR 11062019-012	Limerock Base	1291.01	.00
		CHECK TO VENDOR==>	VENDOR CONRADYE		Conrad Yelvington Distrib	TOTALS	1291.01	.00
Duke Energy	06/20/2019	-	61050519	06/06/2019	VR 11062019-008	Act#9734176105	668.45	.00
		CHECK TO VENDOR==>	VENDOR DUKE		Duke Energy	TOTALS	668.45	.00
First Call Truck Parts	06/20/2019	-	47090	06/04/2019	VR 11062019-009	#4505 Mag Fleet Oil	539.55	.00
First Call Truck Parts	06/20/2019	-	47185	06/05/2019	VR 11062019-006	#4505 Gloves,LED,Bracket	77.39	.00
		CHECK TO VENDOR==>	VENDOR FIRSTCAL		First Call Truck Parts	TOTALS	616.94	.00
Mobile Communications	06/20/2019	-	80027378	06/04/2019	VR 11062019-001	Cust#11099 GPS	523.75	.00
		CHECK TO VENDOR==>	VENDOR MOBILECO		Mobile Communications	TOTALS	523.75	.00
Morris Petroleum, Inc*	06/20/2019	-	06031901	06/03/2019	VR 11062019-011	Road Dept Fuel	17839.10	.00
		CHECK TO VENDOR==>	VENDOR MORRISPE		Morris Petroleum, Inc*	TOTALS	17839.10	.00
O'Reilly Automotive, Inc	06/20/2019	-	5-378769	06/05/2019	VR 11062019-005	#336410 Filter,GreaseGun	390.16	.00
O'Reilly Automotive, Inc	06/20/2019	-	5-378841	06/05/2019	VR 11062019-010	#336410 ElecTape,Gloves	26.13	.00
		CHECK TO VENDOR==>	VENDOR OREILLY		O'Reilly Automotive, Inc.	TOTALS	416.29	.00
Suber and Weaver	06/20/2019	-	23099	06/02/2019	VR 11062019-004	#2095 CAT950G Repair	10464.03	.00
		CHECK TO VENDOR==>	VENDOR SUBER&WE		Suber and Weaver	TOTALS	10464.03	.00
Tri-County Electric Coop	06/20/2019	-	90060519	05/30/2019	VR 11062019-003	Act#72001059006	30.77	.00
		CHECK TO VENDOR==>	VENDOR TRI-CO.		Tri-County Electric Coop.	TOTALS	30.77	.00
UniFirst Corporation	06/20/2019	-	0189382	06/06/2019	VR 11062019-002	Cust#1508769	151.15	.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 UNIFIRST UniFirst Corporation	TOTALS 151.15	.00
						CASH ACCOUNT # 111010000	TOTALS 32213.89	.00
						BANK ACCOUNT # 0101006511	TOTALS 32213.89	.00
						FINAL REPORT TOTALS	32213.89	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CASH CODE-01001	G/L	CASH ACCOUNT-011010000			CASH-CHECKING-GEN. FUND				
Conrad Yelvington Distri	06/20/2019	-	1050081	05/28/2019	VR 27062019-002	Limerock Base	2835.29	.00	
Conrad Yelvington Distri	06/20/2019	-	1050256	05/29/2019	VR 27062019-003	Limerock Base	415.37	.00	
Conrad Yelvington Distri	06/20/2019	-	1051020	05/31/2019	VR 27062019-004	Limerock Base	428.65	.00	
Conrad Yelvington Distri	06/20/2019	-	1051743	06/03/2019	VR 27062019-005	Limerock Base	3629.61	.00	
Conrad Yelvington Distri	06/20/2019	-	1052521	06/04/2019	VR 27062019-006	Limerock Base	564.39	.00	
Conrad Yelvington Distri	06/20/2019	-	1053435	06/05/2019	VR 27062019-007	Limerock Base	1933.63	.00	
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	9806.94	.00
Tallahassee Transport LL	06/20/2019	-	323553	06/04/2019	VR 27062019-001	Hauling Road Base	10500.00	.00	
CHECK TO VENDOR==>VENDOR TALLTRAN Tallahassee Transport LLC							TOTALS	10500.00	.00
CASH ACCOUNT # 011010000							TOTALS	20306.94	.00
BANK ACCOUNT # 0101001611							TOTALS	20306.94	.00
FINAL REPORT TOTALS								20306.94	.00

LAW OFFICES  
of  
**ARD, SHIRLEY & RUDOLPH, P. A.**  
Post Office Box 1874  
207 West Park Avenue  
Suite B  
Tallahassee, Florida 32302-1874  
Phone: 850-577-6500  
Facsimile: 850-577-6512

**MEMORANDUM**

**TO:** Jefferson County Board of County Commissioners

**FROM:** Scott Shirley, Land Use Attorney

**SUBJ:** Site Access Agreement with DEP  
Former Thompson Gas –  
1240 Jefferson Street N., Monticello  
DEP Facility ID# 338509757

**DATE:** June 13, 2019

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On July 28, 2017, due to continuing delinquent ad valorem taxes, the Jefferson County Board of County Commissioners acquired title to the property located at 1240 Jefferson Street N. located in the City of Monticello.<sup>1</sup> For approximately three decades the property was the site of Thompson Gas and on three occasions there were discharges of petroleum product on the property that were reported to the State. By letter dated May 22, 2019, the Florida Department of Environmental Protection (DEP) notified the Jefferson County Board of County Commissioners, as the current owner, that the parcel is eligible for state petroleum remediation assistance funding and requested that the County enter into a Site Access Agreement for the property. See attachments “A” - Letter of May 22, 2019, and “B” - proposed Site Access Agreement. The Site Access Agreement will allow the State personnel and remediation contractors to enter on to the property for purposes of accomplishing contamination remediation activities. The letter further advises that failure to provide site access within thirty (30) days may result in loss of remediation funding eligibility.

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<sup>1</sup> By operation of FS Section 197.502(8), three years after the day the property was offered for public sale, the property escheated to the county.

As stated in the letter, the site is eligible for up to \$400,000.00 funding under the State Petroleum Cleanup Participation Program (PCPP), with a site owner copay of 25%. There are options for potentially lowering the copay based on the County's ability to pay. Additionally, although the County does not have legal liability for contamination at the site under FS Section 197.502(8)(a), DEP takes the position that, in order to be eligible for PCPP funding, the County must still satisfy the 25% copay requirement. This issue has yet to be fully resolved.

On June 11, 2019, County Clerk Kirk Reams and I met with DEP staff to discuss the proposed Site Access Agreement and continued remediation activities at the site. It was learned that contamination remediation activity has been under way at this site for a number of years using a multiphase extraction system. As shown by DEP water quality sampling, concentrations of contaminants in most of the sampling wells have improved to the point of compliance with applicable water quality standards. However, the latest round of sampling in July of 2018 indicates four locations where pollutant concentrations are still above applicable thresholds. To address these locations, DEP staff has ordered, and is paying for, preparation of an updated Remedial Action Plan (RAP), which is due to be completed on July 2, 2019. The updated RAP will, in all likelihood, recommend chemical injection as an additional remediation measure.

At this time, as a first stage of completing remediation at the site, it is recommended that the Board of County Commissioners approve the Site Access Agreement. See, Attachment "B." As the second stage, once completed, the updated RAP will be forwarded to the County for review. The updated RAP will provide all involved with a much better estimate of the costs for completing remediation. At that time staff for DEP and the County will meet again to discuss options and, following that meeting, the matter will be brought back to the Board of County Commissioners for further consideration.



## FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jacquette Maduz  
Lt. Governor

Nancy Wadsworth  
Secretary

May 22, 2019

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

**Subject:** Notice of Funding and Requirement of New Site Access Agreement  
Former Thompson Gas Station  
1240 Jefferson St N  
Monticello, Jefferson County, FL  
DEP Facility ID# 338509757  
Eligible Discharge Dates: 12/30/1988 (PCPP); 09/17/1991 (PCPP);  
04/01/1993 (PCPP)  
Priority Score: 60

Dear Property Owner:

You are receiving this letter because discharges of petroleum product on your property were reported to the Florida Department of Environmental Protection (DEP) on December 30, 1988, September 17, 1991 and April 1, 1993 and are eligible for state funding assistance. The information contained in this letter is provided to help you understand the program and what actions may be required of you. This letter will consist of two sections; the first section will be asking you to provide the DEP with permission to enter your property, so we may conduct the necessary assessment and remedial cleanup, if needed. The second section provides information about your property. If the information contained within this letter is unclear, or you have questions regarding the process, you can contact Ms. Grace Rivera at the DEP via email at [Grace.Rivera@floridadep.gov](mailto:Grace.Rivera@floridadep.gov) or by phone at 850-245-8882. Please have the DEP Facility ID# available, which is located on the subject matter above when contacting her.

**Section 1:** This letter includes a Site Access Agreement (SAA). The SAA is required before your property can be assessed or remediated for any of the state-funded cleanup programs, excluding Low Score Site Initiative (LSSI). The SAA is between the property owner/responsible party (RP) and the DEP. Florida law now requires the DEP to select contractors using a competitive procurement selection process. The DEP Petroleum



Jefferson County  
Board of County Commissioners  
FDEP Facility ID# 338509757  
Page 2 of 3  
May 22, 2019

Restoration Program (PRP) will consider the input you may want to provide regarding the assessment and remediation of the discharges at your property. You also have the option of establishing a separate access agreement between yourself and the contractor. The State of Florida does not review or give advice regarding separate agreements. If you choose to do this, the separate access agreement cannot contradict, and must be subservient to the agreement between the owner and the DEP. Please review and answer all the appropriate boxes on the SAA and **provide contact information** when filling out the agreement. An instruction page is attached to assist you in properly completing the form.

**Section 2:** The discharges on your property are eligible for funding under the following 12/30/1988 (PCPP); 09/17/1991 (PCPP); 04/01/1993 (PCPP)

*Petroleum Cleanup Participation Program (PCPP) where there is a 25% site owner or responsible party (RP) co-pay and the State will pay up to \$400,000. For additional information about this eligibility program please go to link listed below:*  
<https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>

The availability of State funding for sites within this program is initiated in order of the site Priority Score. The Priority Score of your property is: (60). The Priority Score is based on the potential for petroleum contamination to pose a threat to public health and/or the environment. For some sites, assessment or remediation activity has not taken place over the past 25 years. Currently, the Priority Score threshold for the state-funded sites is 12 or higher.

Please execute and return the attached Site Access Agreement (SAA) using the enclosed self-addressed stamped envelope within 30 days of the date of this letter or email the completed agreement to Grace Rivera at [Grace.Rivera@floridadep.gov](mailto:Grace.Rivera@floridadep.gov). **In case the enclosed self-addressed stamped envelope has been displaced, please use the following address: Alan Sakole, DEP-DWM Administrative Services, Northstar Contracting Group, Inc., 508-A Capital Circle SE, Tallahassee, Florida 32301.**

We must advise you that if you do not provide site access to your property within 30 days, you may lose your property's eligibility from the State-funded Petroleum Restoration Program. If such eligibility is revoked due to your failure to allow the Department access to provide assessment and remediation services on your property, the total cost of cleanup of your property will become your responsibility. On average, assessment and remediation cost per discharge is about \$300,000 or more. To avoid losing this opportunity, we urge you to provide access to your property by signing and returning the Agreement provided with this letter. If you have any questions or issues, please contact Ms. Grace Rivera at the DEP via email at [Grace.Rivera@floridadep.gov](mailto:Grace.Rivera@floridadep.gov) or by phone at 850-245-8882.

Jefferson County  
Board of County Commissioners  
FDEP Facility ID# 338509757  
Page 3 of 3  
May 22, 2019

Sincerely,



Alan Sakole  
Senior Technical Reviewer  
FDEP Administrative Services Contractor  
Northstar Contracting Group, Inc.  
[asakole@northstar.com](mailto:asakole@northstar.com)

Enclosures: Access to OCULUS Instructions  
Instructions for Completion of Site Access Agreement  
Site Access Agreement  
Frequently Asked Questions

**Please note this cover letter is for your personal records and should not be returned to the Department.**



## Petroleum Restoration Program SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, Jefferson County Board of County Commissioners, whose address is I Courthouse Circle Monticello, FL 32344 (“**Owner**”), hereby give(s) permission to the State of Florida Department of Environmental Protection, whose address is 2600 Blair Stone Road, MS# 4545, Tallahassee, Florida 32399-2400 (“**FDEP**” or “**Department**”), and the contractor, subcontractors, and vendors (“**Contractor**”), to enter the Owner's property located at 1240 Jefferson Street N. Monticello, FL 32344 with FDEP Facility ID# 338509757.

2. The Property. Owner owns that certain real property identified as folio number 00-00-00-0350-0000-0032, and located at 1240 Jefferson Street N., Monticello, Jefferson County, Florida, 32344 (the “**Property**”), as more particularly described in the legal description within Exhibit A, attached hereto and made a part hereof.

3. Permissible Activities. This Site Access Agreement (“**Agreement**”) is limited to activities which may be performed by the Department or the Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement or is statutorily required for FPLRIP or ATRP programs) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle, and support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge

to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and Department contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement.

5. County Coordinator. The County Coordinator is authorized to exercise the Owner's rights and obligations under this Agreement, including, but not limited to, giving written consent to the Department's requests when necessary, approving any amendment or waiver of the terms and conditions of this Agreement, and terminating the Agreement.

6. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal Business Hours and may also make arrangements to enter the Property at other times with the Owner's prior written consent. "Business Hours" is defined as 7 A.M. to 7 P.M. (Eastern Time) during the weekdays.

7. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state laws, and, if applicable, local laws.

8. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

9. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

10. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department at least thirty (30) days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one (1) calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

11. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued pursuant to Section 376.3071, Florida Statutes, is final.

12. No Admission. The granting of this Agreement by the Owner is not intended, nor should it

be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

13. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity.

14. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

15. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, or Department's employees or Contractors, provided that it was not caused by the negligence or intentional acts of the Owner's agents or employees.

16. Sovereign Immunity. To the extent permitted by law, and without either party waiving its sovereign immunity or waiving any limits established by Section 768.28, Florida Statutes, the Owner and the Department acknowledges and accepts their responsibility and liability for torts under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of their respective employees while on the Property.

17. Insured Contractors. The Department shall require its Contractors, while performing services on the Property, to maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required by Section 376.3071(6), F.S., and approved by the Department.

18. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. <https://depdms.dep.state.fl.us/Oculus/servlet/login>

19. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Property by the Department and its Contractors as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of the Owner and the Department.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising

from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Jefferson County, Florida.

21. Severability. In the event that any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement, and the balance of this Agreement shall remain in full force.

22. Notices. For a notice to a party to be effective under this Agreement, notice must be sent via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with this section.

NOTICE TO OWNER:

County Coordinator  
Email Address: pbarwick@jeffersoncountyfl.gov

With a copy to:  
County Land Use Attorney  
Email Address: sshirley@asrlegal.com

and

Clerk of Court  
Email Address: kreams@jeffersonclerk.com

NOTICE TO DEPARTMENT:

In addition to the Department's site manager assigned to the Property, the below mentioned PRP Facilitator has been assigned to the Owner and shall be given all notices required under this Agreement.

PRP – *{{ County's liaison }}*  
Email Address:

23. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective Contractors, successors, and assigns, and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

24. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, F.S.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: Jefferson COUNTY, through its Board of County Commissioners, signing by and through its Vice Chairman, authorized to execute same by Board action on the 20<sup>th</sup> day of June, 2019 (Agenda Item # \_\_\_\_\_), and the State of Florida Department of Environmental Protection, signing by and through its duly authorized representative.

COUNTY:

ATTEST:

JEFFERSON COUNTY, Florida through its Board of County Commissioners

\_\_\_\_\_  
Kirk Reams  
Clerk of Court

By \_\_\_\_\_  
J. T. Surles, Vice Chairman

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form

By \_\_\_\_\_ (Date)  
Scott Shirley, Esq  
County Land Use Attorney



Accepted by the State of Florida Department of Environmental Protection:

\_\_\_\_\_  
DEP PRP Program Administrator

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Attachments: Exhibit A- Legal description of the Property. FDEP  
Coordinates (Degrees° Minutes' Seconds") for Facility Id#: \_\_\_\_\_

Latitude  
Longitude

**EXHIBIT A**

LOT IN W1/2 OF SW1/4 SEC 19 2N 5E & BEING PT LOT 3 NORTHERN ADD ORB 99 P  
385 & 101 P 196



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

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**Stephen Fulford**

District 1

**Gene Hall**

District 2

**J T Surles**

District 3 Vice-Chair

**Betsy Barfield**

District 4 Chairwoman

**Stephen Walker**

District 5

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June 20, 2019

### Presentations, Awards, Etc.

### Consent Agenda:

### General Business:

#### Item A:

**Item B:** SCRAP Road Resurfacing Project, River Road, in the Lamont area has bid results to be considered by the Board of County Commissioners for the most appropriate bid award.

#### Item C:

### County Coordinator Items:

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

### County Attorney:

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**Kirk Reams**

Clerk of Courts

**Parrish Barwick**

County Coordinator

**T. Buckingham Bird**

County Attorney

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**JEFFERSON COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**NON PROFIT ORGANIZATION**  
**GRANT PROGRAM**

**Purpose.** The purpose of this program is to provide Jefferson County Board of County Commission support for activities and initiatives with non profit organizations and enhance the quality of life services within our community.

**Eligibility.** Applicants must be a non-profit organization serving Jefferson County. To be eligible, the applicant must demonstrate the activity which funding is sought with:

1. Clear and direct connection of service programs and activity in the county to citizens;
2. and/or Improved/Increased service to Jefferson County Citizens filling any gaps of service other programs are failing to address.

The maximum award available through the Non Profit Grant Program is \$2,000.00. This amount may be adjusted by the County, based on budgetary considerations.

One application per organization, per fiscal year (October 1 - September 30) will be considered; recipients of other county programs will not be eligible. The County will review requests bi-annually, in the spring during budget development also if funds are available a review session will be conducted in November. Non Profit organizations are eligible, service provided to county citizens will be the deciding factor for funding a request. The County will not consider applications from cemetery associations, veteran's or labor organizations, religious groups or fraternal organizations.

**How to Apply.** Application forms are available in the County Coordinator's Office or online at [www.jeffersoncountyfl.gov](http://www.jeffersoncountyfl.gov). Completed applications should be forwarded to:

**County Coordinator's Office**  
**1 Courthouse Circle**  
**Monticello, Florida 32344**

Additional instructions and timelines are contained in the application. All questions regarding the process should be directed to Parrish Barwick at 850-342-0287 or [pbarwick@jeffersoncountyfl.gov](mailto:pbarwick@jeffersoncountyfl.gov). Notice of BOCC support is a requirement for use of the grant funds from the Jefferson County BOCC. *Placement of LOGO or statement of support.*

**Evaluation.** Proposals will be evaluated by the Non Profit Grant Review Committee which shall consist of the Executive Directors of the Economic Development Council, Tourist Development Council and Chamber of Commerce; also Mrs. Kimberly Allbritton, Jefferson County Health Department Administrator and the County Coordinator. The Committee's nonbinding recommendations will be submitted to the Board of County Commissioners for final approval. The following criteria will be used to evaluate grant proposals:

- Is the Organization a Not-For-Profit 501(c)(3)?
- Does the proposal respond to a demonstrated or emerging community need
- Is the project providing a service not met by other public/private service providers?
- Will existing and/or additional volunteer and fundraising efforts be used as leverage to promote the project
- Are matching funds available
- Does the proposal offer a plan for financial sustainability without continued grant assistance
- Does the applicant have the demonstrated ability to implement the project
- Does the applicant receive public financial support



**JEFFERSON COUNTY**  
**NON PROFIT GRANT**  
**PROGRAM APPLICATION**

Thank you for your interest in Jefferson County's Non Profit Grant Program. Our goal is to provide support for activities and initiatives that public service to our citizens and enhance the quality of life in our community.

Please complete this application (typewritten applications are preferred) and return it to the County Coordinator's office at least 60 days prior to the date on which the project funding is to be considered. Fall by October 15th and Spring by May 15th.

The process for evaluation of applications is as follows:

1. The Non Profit Grant Program Review Committee will meet Bi-annually to evaluate the application. Your organization will be notified of the meeting and invited to have an open discussion with the Committee regarding your project.
2. The Committee's evaluation and recommendation will be forwarded to the Board of County Commissioners and placed on the Consent Agenda for the next available meeting (but no later than 30 days following the Review Committee's meeting). You will receive notice of the meeting where commissioners may request further input or discussion; the BOCC will have final decision related to the Committee's recommendation.
3. The County Coordinator will cause applicants to be notified of the County Commission's decision regarding the grant request.
4. If your funding request is granted, you are required to submit a report after the project/event outlining the development, implementation and overall assessment of the project or event. Please provide as many details as possible to assist the Review Committee and County Commission evaluating the impact of the project or event. This report should be submitted to the County Coordinator's office no later than 30 days following the completion of the project or event.

Project name: SUMMER ENRICHMENT CAMP

Organization name: JEFFERSON COUNTY TOWN CENTER

Type of organization (charitable, 501(c)(3), etc.) NON PROFIT ORGANIZATION



Name: Rodell Thomas  
Address: 4049 ROSCREA DR TALLAHASSEE FL 32301  
Phone: 850-506-1693  
e-mail: rodellkthomas@gmail.com  
Primary contact: \_\_\_\_\_

Please describe how the project meets the criteria established for this program. You may create your own narrative or respond by answering the questions below. Please limit your narrative or responses to one page and attach it to this application.

- How does the project respond to a demonstrated or emerging community need?
- What product or service will be rendered as a result of receiving funding?
- Is the project tied to public service for our citizens and/or communittee?
- How will the project be implemented?
- Are volunteer services and fundraising efforts being used as leverage to implement the project?
- Is the project currently receiving public funding from other sources?
- Are matching funds available?
- How will the project be sustained when the requested funds are exhausted?

Amount of funds requested: \$ 2000.00

Anticipated project completion date: July 26, 2019



Rodell Thomas  
Signature of Applicant  
Site Director  
Title  
5-16-19  
Date

Logo to be used as BOCC notice.

## Monticello Teen Center Summer Enrichment Program

1. The project respond to a demonstrated or emerging community need because it will allow the teens of Monticello, Florida to explore new interests in the community that will keep them out of trouble, active over the summer, and involved in making their community better. Those activities include curriculum time, physical education time, library time, and educational field trips to enhance their minds will out of school.
2. The services that will be rendered as a result of receiving funding will be enrichment activities that are hands-on experience that increase their motivation for learning.
3. The project is not tied to economic development.
4. The project will be implemented to increase proactive as well as active student involvement outside the classroom in their community.
5. There are volunteer services and fundraising efforts being used as leverage to implement the project. Volunteer students (high school students, retired teachers, etc.) will be used in cases where high school students can earn volunteer community service hours for college. Other volunteers donate their time to involve themselves in community activities that will enhance the students learning while they are out of school during the summer months.
6. No, this project is not receiving public funding from other sources.
7. No, I am not matching funds available.
8. The project will be sustained when requested funds are exhausted from community donations and out-of-pocket fees of the employer that will pay for the students receiving services during the 8 weeks program.





**COME ONE, COME ALL TO THE TEEN CENTER 555  
TIGER LANE MONTICELLO, FL. RENOVATION  
OPENING. FROM 4:00PM- 6:00PM ON THURSDAY  
MAY 30, 2019. REFRESHMENTS WILL BE SERVED  
PARENT'S IF YOUR CHILD WILL BE ATTENDING  
SUMMER CAMP, PLEASE PLAN TO ATTEND. HIGH  
SCHOOL STUDENT'S INTERESTED IN COMMUNITY  
HOURS PLEASE PLAN TO ATTEND THE GRAND  
RENOVATION OPENING. WE LOOK FORWARD TO  
SEEING PARENT'S AND STUDENTS. COME EXPLORE  
THE NEW LOOK.**