



# 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:**

September 19, 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 & Bond Vouchers For Approval: 9.19.2019
- c) BOCC Minutes For Approval 9.5.2019
- d) Health Department Annual Operating Contract 2019 – 2020
- e) Resolution in Support of Agriculture Center Grant Application

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

- a) Gohlke Property Resolution and Grant for Sell of 2 Industrial Park Lots - EDC
- b) Disposition of Surplus Lands (Real Property) Policy – Attorney Bird
- c) Thompson Station Lease Proposal – Leo Russell
- d) Florida EMS County Grant Program, Annual Grant Submitted \$5,472.00 for 2019

#### **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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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					
Animal Medical Clinic*	09/19/2019	-	302779	09/04/2019	VR	01091919-118	#4512 Meds/Products	112.00	.00	
Animal Medical Clinic*	09/19/2019	-	302779	09/04/2019	VR	01091919-119	#4512 Vet Services	180.00	.00	
		CHECK TO VENDOR==>VENDOR		ANIMALCL			Animal Medical Clinic*	TOTALS	292.00	.00
Apalachee Center	09/19/2019	-	681911	09/04/2019	VR	01091919-005	JeffCntyBaker-MarchmanAct	2655.04	.00	
Apalachee Center	09/19/2019	-	681911	09/04/2019	VR	01091919-006	JeffCntyBaker-MarchmanAct	611.63	.00	
		CHECK TO VENDOR==>VENDOR		APAMENHE			Apalachee Center	TOTALS	3266.67	.00
Ard, Shirley & Rudolph,P	09/19/2019	-	12132	08/31/2019	VR	01091919-003	#2-101.1 Overage 08/19	13561.00	.00	
		CHECK TO VENDOR==>VENDOR		ARDSHIRL			Ard, Shirley & Rudolph,PA	TOTALS	13561.00	.00
Aucilla Area Solid Waste	09/19/2019	-	08311901	08/31/2019	VR	22091919-129	Tipping Fees 08/19	45337.55	.00	
		CHECK TO VENDOR==>VENDOR		AUCILLAA			Aucilla Area Solid Waste	TOTALS	45337.55	.00
BancorpSouth	09/19/2019	-	668441	09/03/2019	VR	22091919-045	#002-0070780-004	3499.91	.00	
		CHECK TO VENDOR==>VENDOR		BANCORPS			BancorpSouth	TOTALS	3499.91	.00
Big Bend Tire	09/19/2019	-	25937	08/01/2019	VR	22091919-053	SolidWaste-Mnt/Dsmnt	53.00	.00	
Big Bend Tire	09/19/2019	-	26018	08/06/2019	VR	22091919-054	SolidWaste-Tire Repair	20.00	.00	
Big Bend Tire	09/19/2019	-	26037	08/07/2019	VR	22091919-055	SolidWaste-Mnt/Dsmnt	53.00	.00	
Big Bend Tire	09/19/2019	-	26075	08/08/2019	VR	22091919-056	SolidWaste-Air Check	37.50	.00	
Big Bend Tire	09/19/2019	-	26135	08/13/2019	VR	01091919-098	MosquitoCtrl-Tires (4)	456.80	.00	
Big Bend Tire	09/19/2019	-	26218	08/19/2019	VR	22091919-057	SolidWaste-TurnSignalAsmb	436.11	.00	
Big Bend Tire	09/19/2019	-	26249	08/21/2019	VR	22091919-058	SolidWaste-Dsmnt	62.50	.00	
Big Bend Tire	09/19/2019	-	26325	08/26/2019	VR	01091919-016	Parks&Rec-WeldTrailerGate	37.50	.00	
Big Bend Tire	09/19/2019	-	26355	08/25/2019	VR	22091919-059	SolidWaste-Repair	50.00	.00	
Big Bend Tire	09/19/2019	-	26397	08/29/2019	VR	22091919-060	SolidWaste-Oil Change	60.00	.00	
		CHECK TO VENDOR==>VENDOR		BIGBENTI			Big Bend Tire	TOTALS	1266.41	.00
Trevor Boland	09/19/2019	-	08121901	08/12/2019	VR	14091919-023	Burglary/RobberyInvestiga	155.00	.00	
		CHECK TO VENDOR==>VENDOR		BOLANDTR			Trevor Boland	TOTALS	155.00	.00
Oliver Bradley	09/19/2019	-	92920819	09/03/2019	VR	01091919-017	VA Travel 08/19	220.72	.00	
		CHECK TO VENDOR==>VENDOR		BRADLEYO			Oliver Bradley	TOTALS	220.72	.00
CenturyLink	09/19/2019	-	00180819	08/17/2019	VR	01091919-109	Act#424520018	194.73	.00	
CenturyLink	09/19/2019	-	64950919	09/02/2019	VR	22091919-044	Act#461036495	85.56	.00	
CenturyLink	09/19/2019	-	87870919	09/01/2019	VR	01091919-120	Act#312248787	66.07	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE NUMBER	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CenturyLink	09/19/2019	-	87870919	09/01/2019	VR	01091919-121	Act#312248787	66.07	.00	
CenturyLink	09/19/2019	-	97760819	08/16/2019	VR	23091919-062	Act#311709776	5363.75	.00	
							CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink	TOTALS	5776.18	.00
CenturyLink	09/19/2019	-	722008	08/15/2019	VR	23091919-061	Act#69297 Inv#722008	160.12	.00	
							CHECK TO VENDOR==>VENDOR CENTUR CenturyLink	TOTALS	160.12	.00
City of Monticello	09/19/2019	-	01190819	08/27/2019	VR	01091919-015	Act#00020119	86.63	.00	
City of Monticello	09/19/2019	-	05810819	08/27/2019	VR	01091919-102	Act#00040581	29.09	.00	
							CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello	TOTALS	115.72	.00
CurtisMorganGarageInc	09/19/2019	-	13566	08/28/2019	VR	19091919-041	FireRescue-Diagnosis	218.88	.00	
							CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc	TOTALS	218.88	.00
Duke Energy	09/19/2019	-	45630819	09/05/2019	VR	01091919-020	Act#4293294563	20.49	.00	
Duke Energy	09/19/2019	-	51500819	09/06/2019	VR	01091919-107	Act#9160135150	1990.77	.00	
Duke Energy	09/19/2019	-	90900819	09/06/2019	VR	01091919-104	Act#0846449090	273.60	.00	
Duke Energy	09/19/2019	-	90900819	09/06/2019	VR	01091919-105	Act#0846449090	273.61	.00	
Duke Energy	09/19/2019	-	91430819	08/27/2019	VR	01091919-019	Act#7767549143	8.87	.00	
Duke Energy	09/19/2019	-	98070819	09/06/2019	VR	01091919-106	Act#5175629807	1556.69	.00	
							CHECK TO VENDOR==>VENDOR DUKE Duke Energy	TOTALS	4124.03	.00
Chris Eades	09/19/2019	-	09111901	09/11/2019	VR	14091919-124	Single Officer Response	30.00	.00	
							CHECK TO VENDOR==>VENDOR EADESCHR Chris Eades	TOTALS	30.00	.00
EMS Management & Consult	09/19/2019	-	037001	08/31/2019	VR	28091919-079	Cust#0433	2247.74	.00	
							CHECK TO VENDOR==>VENDOR EMSMC EMS Management & Consult	TOTALS	2247.74	.00
Ricardo Fadell	09/19/2019	-	190902FJ	09/10/2019	VR	01091919-122	Strip/Wax Hallways	600.00	.00	
							CHECK TO VENDOR==>VENDOR FADELLRI Ricardo Fadell	TOTALS	600.00	.00
Fla Dept.of Law Enfrcemn	09/19/2019	-	1897839	09/04/2019	VR	01091919-132	#31514 Kaufman,James	24.00	.00	
							CHECK TO VENDOR==>VENDOR FDLE Fla Dept.of Law Enfrcemnt	TOTALS	24.00	.00
Greene Publishing, Inc.	09/19/2019	-	15828	07/31/2019	VR	22091919-126	SolidWaste-FrontPorchMag	325.00	.00	
Greene Publishing, Inc.	09/19/2019	-	15874	07/31/2019	VR	01091919-009	Parks&Rec-1/4Pg-FrontPorc	125.00	.00	
							CHECK TO VENDOR==>VENDOR GREENEPU Greene Publishing, Inc.	TOTALS	450.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Gulf Coast Lumber/Supply	09/19/2019	-	60042	08/15/2019	VR	01091919-010	#300166 Adapter,Key,Coupl	25.64	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60422	08/22/2019	VR	01091919-011	#300166 Bleach,TrashBags	13.48	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60568	08/26/2019	VR	01091919-012	#300166 Quick Link	8.76	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60768	08/28/2019	VR	01091919-013	#300166 PVC	12.32	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60863	08/30/2019	VR	19091919-075	#300168 Wasp Spray	1.49	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60863	08/30/2019	VR	28091919-076	#300168 Wasp Spray	1.50	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60911	08/30/2019	VR	19091919-078	#300166 Surge Protector	7.00	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60911	08/30/2019	VR	28091919-077	#300166 Surge Protector	6.99	.00	
Gulf Coast Lumber/Supply	09/19/2019	-	60921	08/30/2019	VR	22091919-048	#300166 Ext Cords	209.97	.00	
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply*								TOTALS	287.15	.00
Total Funds	09/19/2019	-	09021901	09/02/2019	VR	01091919-018	#7900 0110 0247 9908	560.00	.00	
CHECK TO VENDOR==>VENDOR HASLER Total Funds								TOTALS	560.00	.00
Hilton Hotel*	09/19/2019	-	08121901	08/12/2019	VR	14091919-025	Conf#3135075375	282.00	.00	
CHECK TO VENDOR==>VENDOR HILTON Hilton Hotel*								TOTALS	282.00	.00
Jim Iten	09/19/2019	-	08231901	08/23/2019	VR	28091919-082	Aucilla Football	105.00	.00	
CHECK TO VENDOR==>VENDOR ITENJIM Jim Iten								TOTALS	105.00	.00
Jefferson Community Wate	09/19/2019	-	05000819	08/29/2019	VR	22091919-049	Act#0320500	42.21	.00	
Jefferson Community Wate	09/19/2019	-	13637	08/28/2019	VR	22091919-052	SolidWaste-Diagnosis	35.02	.00	
Jefferson Community Wate	09/19/2019	-	18000819	08/29/2019	VR	01091919-101	Act#0201800	38.50	.00	
Jefferson Community Wate	09/19/2019	-	41000819	08/29/2019	VR	22091919-051	Act#0424100	38.79	.00	
Jefferson Community Wate	09/19/2019	-	56000819	08/29/2019	VR	22091919-050	Act#0415600	42.49	.00	
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water								TOTALS	197.01	.00
Jeff Cnty Sheriff's Offi	09/19/2019	-	08121901	08/12/2019	VR	14091919-024	Burglary/RobberyInvestiga	595.00	.00	
Jeff Cnty Sheriff's Offi	09/19/2019	-	09231901	09/23/2019	VR	14091919-038	Sarah Riley Drug Screen	50.00	.00	
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic								TOTALS	645.00	.00
Jones Welding & Industri	09/19/2019	-	VM36243	05/23/2019	VR	28091919-090	#58675 Oxygen	115.10	.00	
Jones Welding & Industri	09/19/2019	-	VM36349	06/06/2019	VR	28091919-089	#58675 Oxygen	147.18	.00	
Jones Welding & Industri	09/19/2019	-	VM36463	06/20/2019	VR	28091919-088	#58675 Oxygen	113.10	.00	
Jones Welding & Industri	09/19/2019	-	VM36911	08/15/2019	VR	28091919-087	#58675 Oxygen	113.10	.00	
Jones Welding & Industri	09/19/2019	-	00547371	05/31/2019	VR	28091919-085	#58675 Cylinder Rental	391.83	.00	
Jones Welding & Industri	09/19/2019	-	00549608	06/30/2019	VR	28091919-086	#58675 Cylinder Rental	379.35	.00	
Jones Welding & Industri	09/19/2019	-	00554076	08/31/2019	VR	28091919-084	#58675 Cylinder Rental	391.83	.00	
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria								TOTALS	1651.49	.00
Matthew LaMendola	09/19/2019	-	08231901	08/23/2019	VR	28091919-083	Aucilla Football	105.00	.00	
CHECK TO VENDOR==>VENDOR LAMENDOL Matthew LaMendola								TOTALS	105.00	.00
Madison County	09/19/2019	-	08211901	08/21/2019	VR	01091919-001	VA Internet 0819	43.20	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE NUMBER	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
			CHECK TO VENDOR==>VENDOR MADISONB			Madison County	TOTALS	43.20	.00
Dustin McCoy	09/19/2019	-	09111901	09/11/2019	VR 14091919-125	Single Officer Response		30.00	.00
			CHECK TO VENDOR==>VENDOR MCCOYDUS			Dustin McCoy	TOTALS	30.00	.00
MunicipalEmergencyServic	09/19/2019	-	1373580	09/03/2019	VR 19091919-039	#C57362 Coats,Pants,Glove		5983.50	.00
			CHECK TO VENDOR==>VENDOR MES			MunicipalEmergencyService	TOTALS	5983.50	.00
Mobile Communications	09/19/2019	-	80031309	09/03/2019	VR 22091919-130	Cust#2010686 GPS		293.30	.00
			CHECK TO VENDOR==>VENDOR MOBILECO			Mobile Communications	TOTALS	293.30	.00
Monticello Carquest Inc.	09/19/2019	-	38191645	08/21/2019	VR 01091919-014	Cust#253 TrimmerLine,Oil		106.06	.00
Monticello Carquest Inc.	09/19/2019	-	38192232	08/29/2019	VR 19091919-071	Cust#262 Belt Deck		55.88	.00
Monticello Carquest Inc.	09/19/2019	-	38192232	08/29/2019	VR 28091919-072	Cust#262 Belt Deck		55.87	.00
Monticello Carquest Inc.	09/19/2019	-	38192324	08/30/2019	VR 19091919-070	Cust#262 Belt Deck		.74	.00
Monticello Carquest Inc.	09/19/2019	-	38192324	08/30/2019	VR 28091919-069	Cust#262 Belt Deck		.75	.00
Monticello Carquest Inc.	09/19/2019	-	38192326	08/30/2019	VR 19091919-074	Cust#262 Scrwcp GR5		2.50	.00
Monticello Carquest Inc.	09/19/2019	-	38192326	08/30/2019	VR 28091919-073	Cust#262 Scrwcp GR5		2.51	.00
Monticello Carquest Inc.	09/19/2019	-	38192406	08/30/2019	VR 19091919-042	Cust#262 Battery (2)		320.04	.00
Monticello Carquest Inc.	09/19/2019	-	38192539	09/03/2019	VR 22091919-046	Cust#263 Erroneous Charge		129.08	.00
Monticello Carquest Inc.	09/19/2019	-	38192672	09/04/2019	VR 22091919-047	Cust#263 CREDIT		-129.08	.00
			CHECK TO VENDOR==>VENDOR MONTCARQ			Monticello Carquest Inc.	TOTALS	544.35	.00
TMFM-Monticello*	09/19/2019	-	08301901	08/30/2019	VR 01091919-131	#551205660 Kaufman,James		105.00	.00
			CHECK TO VENDOR==>VENDOR MONTIFAM			TMFM-Monticello*	TOTALS	105.00	.00
Monticello News	09/19/2019	-	13055	07/31/2019	VR 01091919-008	Parks&Rec-ABC Back to Sch		30.00	.00
Monticello News	09/19/2019	-	13077	08/02/2019	VR 01091919-029	Extension-Farm&Outdoors		39.00	.00
Monticello News	09/19/2019	-	13150	08/09/2019	VR 01091919-030	Extension-Classified		39.00	.00
Monticello News	09/19/2019	-	13182	08/14/2019	VR 01091919-031	Extension-Classified		39.00	.00
Monticello News	09/19/2019	-	13213	08/21/2019	VR 01091919-032	Extension-Classified		39.00	.00
Monticello News	09/19/2019	-	13292	08/28/2019	VR 01091919-033	Extension-Classified		39.00	.00
			CHECK TO VENDOR==>VENDOR MONTINEW			Monticello News	TOTALS	225.00	.00
North Florida College	09/19/2019	-	09231901	09/23/2019	VR 14091919-035	Sarah Riley-Tuition		952.50	.00
North Florida College	09/19/2019	-	09231902	09/23/2019	VR 14091919-036	Sarah Riley-Fingerprints		60.00	.00
North Florida College	09/19/2019	-	09231903	09/23/2019	VR 14091919-037	Sarah Riley-Books&Uniform		182.81	.00
			CHECK TO VENDOR==>VENDOR NFCC			North Florida College	TOTALS	1195.31	.00
Office Depot*	09/19/2019	-	12365995	08/31/2019	VR 01091919-112	#12365995 BatteryBack-up		124.27	.00
Office Depot*	09/19/2019	-	12365995	08/31/2019	VR 01091919-113	#12365995 Ink		11.81	.00
Office Depot*	09/19/2019	-	12365995	08/31/2019	VR 01091919-114	#12365995 Cups		74.14	.00
Office Depot*	09/19/2019	-	12365995	08/31/2019	VR 01091919-115	#12365995 Coffee,Towels		50.57	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Office Depot*	09/19/2019	-	12365995	08/31/2019	VR 01091919-116	#12365995 Coffee	12.59	.00	
Office Depot*	09/19/2019	-	12365995	08/31/2019	VR 01091919-117	#12365995 Credit	-12.59	.00	
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*							TOTALS	260.79	.00
Jared Parramore	09/19/2019	-	09051901	09/05/2019	VR 28091919-080	CapRegTransport-BayMedic	187.50	.00	
CHECK TO VENDOR==>VENDOR PARRAMJA Jared Parramore							TOTALS	187.50	.00
Piggly Wiggly	09/19/2019	-	3879	08/30/2019	VR 19091919-066	Act#103 Coffee,Cleaners	88.89	.00	
Piggly Wiggly	09/19/2019	-	3879	08/30/2019	VR 28091919-065	Act#103 Coffee,Cleaners	88.89	.00	
Piggly Wiggly	09/19/2019	-	3892	09/05/2019	VR 19091919-063	Act#103 Clog Remover	3.19	.00	
Piggly Wiggly	09/19/2019	-	3892	09/05/2019	VR 28091919-064	Act#103 Clog Remover	3.19	.00	
CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly							TOTALS	184.16	.00
Pitney Bowes Global	09/19/2019	-	31033657	08/30/2019	VR 01091919-027	#0016224117 #3103365769	72.00	.00	
Pitney Bowes Global	09/19/2019	-	31033657	08/30/2019	VR 01091919-028	#0016224117 #3103365769	72.00	.00	
CHECK TO VENDOR==>VENDOR PITBOGLO Pitney Bowes Global							TOTALS	144.00	.00
Artezia	09/19/2019	-	0477020	08/07/2019	VR 01091919-108	Act#302577	30.00	.00	
CHECK TO VENDOR==>VENDOR QUALWATE Artezia							TOTALS	30.00	.00
Quill Corporation*	09/19/2019	-	9781258	08/27/2019	VR 19091919-067	Act#2204293 Paper	23.98	.00	
Quill Corporation*	09/19/2019	-	9781258	08/27/2019	VR 28091919-068	Act#2204293 Paper	23.98	.00	
CHECK TO VENDOR==>VENDOR QUILL Quill Corporation*							TOTALS	47.96	.00
Jefferson Co. Road Dept.	09/19/2019	-	08311904	09/09/2019	VR 22091919-128	Solid Waste Fuel	8522.72	.00	
Jefferson Co. Road Dept.	09/19/2019	-	08311906	09/09/2019	VR 01091919-026	Building Dept Fuel	104.41	.00	
Jefferson Co. Road Dept.	09/19/2019	-	08311907	09/09/2019	VR 01091919-034	Extension Fuel	524.70	.00	
Jefferson Co. Road Dept.	09/19/2019	-	08311911	09/09/2019	VR 01091919-099	Mosquito Ctrl Fuel	566.66	.00	
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.							TOTALS	9718.49	.00
Restoration Assistance	09/19/2019	-	I-022080	09/04/2019	VR 22091919-043	Site Inspection 08/19	2250.00	.00	
CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance							TOTALS	2250.00	.00
DAVIS REVELL	09/19/2019	-	09051901	09/05/2019	VR 01091919-110	Data Access 09/03-09/30	30.42	.00	
CHECK TO VENDOR==>VENDOR REVELL DAVIS REVELL							TOTALS	30.42	.00
Shiver Diesel Injection	09/19/2019	-	I006645	09/04/2019	VR 01091919-002	Tractor Pump Repair	1576.15	.00	
CHECK TO VENDOR==>VENDOR SHIVERDI Shiver Diesel Injection							TOTALS	1576.15	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
State Attorney's Office	09/19/2019	-	09101901	09/10/2019	VR 01091919-092	Cell Phone 06/19	40.47	.00
State Attorney's Office	09/19/2019	-	09101902	09/10/2019	VR 01091919-093	Cell Phone 07/19	40.48	.00
State Attorney's Office	09/19/2019	-	09101903	09/10/2019	VR 01091919-094	Cell Phone 08/19	40.36	.00
State Attorney's Office	09/19/2019	-	39752019	06/30/2019	VR 01091919-095	Inspired-IT Services June	352.20	.00
State Attorney's Office	09/19/2019	-	40912019	07/31/2019	VR 01091919-096	Inspired-IT Services July	352.20	.00
State Attorney's Office	09/19/2019	-	43142019	08/31/2019	VR 01091919-097	Inspired-IT Services Aug	352.20	.00
			CHECK TO VENDOR==>VENDOR STATTYOF State Attorney's Office			TOTALS	1177.91	.00
Tommy Stover	09/19/2019	-	160883	09/03/2019	VR 01091919-103	RoadDept-ServiceCall	70.00	.00
			CHECK TO VENDOR==>VENDOR STOVER Tommy Stover			TOTALS	70.00	.00
Talquin Portable Restroo	09/19/2019	-	19-48559	08/12/2019	VR 01091919-007	Restroom Rental	214.00	.00
			CHECK TO VENDOR==>VENDOR TALQUINR Talquin Portable Restroom			TOTALS	214.00	.00
Thomson West	09/19/2019	-	84086808	09/01/2019	VR 14091919-123	Act#1004054973	612.00	.00
			CHECK TO VENDOR==>VENDOR THOMSONW Thomson West			TOTALS	612.00	.00
Joey Tillman	09/19/2019	-	09051901	09/05/2019	VR 28091919-081	CapRegTransport-BayMedic	187.50	.00
			CHECK TO VENDOR==>VENDOR TILLMANJ Joey Tillman			TOTALS	187.50	.00
Toshiba Financial Servic	09/19/2019	-	25474540	09/02/2019	VR 01091919-021	#014-1321378-000	145.00	.00
Toshiba Financial Servic	09/19/2019	-	25474540	09/02/2019	VR 01091919-022	#014-1321378-000	35.00	.00
			CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service			TOTALS	180.00	.00
TRANS POWER INC.	09/19/2019	-	90736AT	08/07/2019	VR 19091919-040	Maintenance	1652.58	.00
			CHECK TO VENDOR==>VENDOR TRANSPOW TRANS POWER INC.			TOTALS	1652.58	.00
ULTRA SHRED TECHNOLOGIES	09/19/2019	-	122618	09/11/2019	VR 01091919-091	Document Destruction	100.00	.00
			CHECK TO VENDOR==>VENDOR ULTRASH ULTRA SHRED TECHNOLOGIES			TOTALS	100.00	.00
UniFirst Corporation	09/19/2019	-	0195398	09/05/2019	VR 22091919-127	Cust#1237569	175.73	.00
UniFirst Corporation	09/19/2019	-	0195407	09/05/2019	VR 01091919-004	Cust#1311916	98.52	.00
			CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation			TOTALS	274.25	.00
Verizon Wireless	09/19/2019	-	98367641	08/23/2019	VR 01091919-111	#842179031-1 #9836764111	72.16	.00
			CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless			TOTALS	72.16	.00
2k webgroup	09/19/2019	-	7859	09/01/2019	VR 01091919-100	Monthly Maint & Hosting	219.45	.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 2KWEBGRO	2k	webgroup	TOTALS	219.45	.00
			CASH ACCOUNT #	011010000		TOTALS	112787.56	.00
			BANK ACCOUNT #	0101001611		TOTALS	112787.56	.00
					FINAL REPORT	TOTALS	112787.56	.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		
Big Bend Tire	09/19/2019	-	26016	08/06/2019	VR 11091919-015	RoadDept-Srvc Call,Tube	216.80	.00
Big Bend Tire	09/19/2019	-	26229	08/20/2019	VR 11091919-014	RoadDept-NewTires (4)	359.64	.00
Big Bend Tire	09/19/2019	-	26356	08/26/2019	VR 11091919-013	RoadDept-Tire Repair	40.00	.00
						CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire		
						TOTALS	616.44	.00
City of Monticello	09/19/2019	-	01120819	08/27/2019	VR 11091919-009	Act#00050112	52.95	.00
						CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello		
						TOTALS	52.95	.00
Conrad Yelvington Distri	09/19/2019	-	1104024	08/28/2019	VR 11091919-030	Limerock Base	695.50	.00
						CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib		
						TOTALS	695.50	.00
Duke Energy	09/19/2019	-	61050819	09/05/2019	VR 11091919-001	Act#9734176105	798.46	.00
						CHECK TO VENDOR==>VENDOR DUKE Duke Energy		
						TOTALS	798.46	.00
Fla Dept.of Law Enfrcemn	09/19/2019	-	1897839	09/04/2019	VR 11091919-031	#31514 McGuire, James	24.00	.00
Fla Dept.of Law Enfrcemn	09/19/2019	-	1897839	09/04/2019	VR 11091919-032	#31514 Odom, Brian	24.00	.00
						CHECK TO VENDOR==>VENDOR FDLE Fla Dept.of Law Enfrcemnt		
						TOTALS	48.00	.00
Howdys Rent A Toilet	09/19/2019	-	638291	08/30/2019	VR 11091919-012	#18072 Hwy 19 N	64.00	.00
Howdys Rent A Toilet	09/19/2019	-	638292	08/30/2019	VR 11091919-010	#19214 Hold Pond Hwy 19	64.00	.00
						CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet		
						TOTALS	128.00	.00
Lanier Municipal Supply	09/19/2019	-	104151	08/23/2019	VR 11091919-029	RoadDept-Pipe	3990.00	.00
						CHECK TO VENDOR==>VENDOR LANIERMU Lanier Municipal Supply		
						TOTALS	3990.00	.00
Macle Tech LLC	09/19/2019	-	13879	09/04/2019	VR 11091919-019	RoadDept-DieselCapacitor	59.95	.00
						CHECK TO VENDOR==>VENDOR MACLE Macle Tech LLC		
						TOTALS	59.95	.00
Mobile Communications	09/19/2019	-	80031308	09/03/2019	VR 11091919-005	Cust#11099 GPS	523.75	.00
						CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications		
						TOTALS	523.75	.00
Monticello Carquest Inc.	09/19/2019	-	38192027	08/27/2019	VR 11091919-025	Cust#132 3/8 Chain	53.44	.00
Monticello Carquest Inc.	09/19/2019	-	38192268	08/29/2019	VR 11091919-026	Cust#132 Bar&Chain Oil	109.49	.00
Monticello Carquest Inc.	09/19/2019	-	38192850	09/06/2019	VR 11091919-024	Cust#132 Hyd Hose-Bulk	33.13	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.		
						TOTALS	196.06	.00
TMFM-Monticello*	09/19/2019	-	08231901	08/23/2019	VR 11091919-027	#474906650 McGuire,James	13.00	.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 MONTIFAM TMFM-Monticello*		
						TOTALS	13.00	.00
Morris Petroleum, Inc*	09/19/2019	-	08301901	08/30/2019	VR 11091919-028	Road Dept Fuel	6048.92	.00
						CHECK TO VENDOR==>VENDOR MORRISPE Morris Petroleum, Inc*		
						TOTALS	6048.92	.00
Odom's Lawn Care & Tree	09/19/2019	-	07241901	07/24/2019	VR 11091919-006	Pine Tree	350.00	.00
						CHECK TO VENDOR==>VENDOR ODOMLAWN Odom's Lawn Care & Tree		
						TOTALS	350.00	.00
O'Reilly Automotive, Inc	09/19/2019	-	5-389050	08/28/2019	VR 11091919-018	#336410 BrakeClnr,WiperBl	50.83	.00
O'Reilly Automotive, Inc	09/19/2019	-	5-389170	08/29/2019	VR 11091919-021	#336410 CREDIT	-10.00	.00
O'Reilly Automotive, Inc	09/19/2019	-	5-389832	09/03/2019	VR 11091919-020	#336410 Battery,V Belt	177.67	.00
O'Reilly Automotive, Inc	09/19/2019	-	5-389833	09/03/2019	VR 11091919-022	#336410 CREDIT	-10.00	.00
O'Reilly Automotive, Inc	09/19/2019	-	5-389948	09/04/2019	VR 11091919-023	#336410 Strtr Sol,Towels	62.76	.00
						CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.		
						TOTALS	271.26	.00
Ring Power Corporation*	09/19/2019	-	C5175350	08/29/2019	VR 11091919-017	#024320 Accumulator,Seal	192.88	.00
Ring Power Corporation*	09/19/2019	-	C5175351	08/29/2019	VR 11091919-016	#024320 Belt,Hose,Couplin	90.51	.00
						CHECK TO VENDOR==>VENDOR RINGPOWC Ring Power Corporation*		
						TOTALS	283.39	.00
TRACTOR SUPPLY COMPANY	09/19/2019	-	289052	07/30/2019	VR 11091919-002	#6035301202683833 Posts	139.80	.00
TRACTOR SUPPLY COMPANY	09/19/2019	-	289057	07/30/2019	VR 11091919-003	#6035301202683833 Posts	-54.41	.00
						CHECK TO VENDOR==>VENDOR TRACTORS TRACTOR SUPPLY COMPANY		
						TOTALS	85.39	.00
Tri-County Electric Coop	09/19/2019	-	90060819	08/29/2019	VR 11091919-011	Act#72001059006	30.77	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop.		
						TOTALS	30.77	.00
UniFirst Corporation	09/19/2019	-	0194969	08/29/2019	VR 11091919-004	Cust#1508769	235.57	.00
UniFirst Corporation	09/19/2019	-	0195431	09/05/2019	VR 11091919-007	Cust#1508769	280.07	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation		
						TOTALS	515.64	.00
Vector Security	09/19/2019	-	64454507	09/05/2019	VR 11091919-008	Act#6478853	33.02	.00
						CHECK TO VENDOR==>VENDOR VECTOR Vector Security		
						TOTALS	33.02	.00
						CASH ACCOUNT # 111010000		
						TOTALS	14740.50	.00
						BANK ACCOUNT # 0101006511		
						TOTALS	14740.50	.00
						FINAL REPORT TOTALS	14740.50	.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	09/19/2019	-	1100415	08/26/2019	VR 27091919-003	Limerock Base	517.29	.00
Conrad Yelvington Distri	09/19/2019	-	1103785	08/27/2019	VR 27091919-001	Limerock Base		
							3310.72	.00
Conrad Yelvington Distri	09/19/2019	-	1105008	09/04/2019	VR 27091919-002	Limerock Base	253.31	.00
						CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib		
						TOTALS	4081.32	.00
Ernie Jaworski Trucking	09/19/2019	-	9492	08/31/2019	VR 27091919-005	Hauling Limerock	700.91	.00
						CHECK TO VENDOR==>VENDOR JAWORSKI Ernie Jaworski Trucking		
						TOTALS	700.91	.00
Tallahassee Transport LL	09/19/2019	-	323562	09/06/2019	VR 27091919-004	Hauling Limerock		
							6000.00	.00
						CHECK TO VENDOR==>VENDOR TALLTRAN Tallahassee Transport LLC		
						TOTALS	6000.00	.00
						CASH ACCOUNT # 011010000		
						TOTALS	10782.23	.00
						BANK ACCOUNT # 0101001611		
						TOTALS	10782.23	.00
						FINAL REPORT TOTALS	10782.23	.00

**CONTRACT BETWEEN  
JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
JEFFERSON COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2019-2020**

This contract is made and entered into between the State of Florida, Department of Health (“State”) and the Jefferson County Board of County Commissioners (“County”), through their undersigned authorities, effective October 1, 2019.

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to “promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services.”

B. County Health Departments were created throughout Florida to satisfy this legislative intent through “promotion of the public’s health, the control and eradication of preventable diseases, and the provision of primary health care for special populations.”

C. Jefferson County Health Department (“CHD”) is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2019, through September 30, 2020, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. “Environmental health services” are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$1,163,113 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$41,000 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Jefferson County  
1255 W. Washington Street  
Monticello, FL 32344

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Jefferson County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to



take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii.* A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2020 for the report period October 1, 2019 through December 31, 2019;
- ii.* June 1, 2020 for the report period October 1, 2019 through March 31, 2020;
- iii.* September 1, 2020 for the report period October 1, 2019 through June 30, 2020; and
- iv.* December 1, 2020 for the report period October 1, 2019 through September 30, 2020.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2020, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Kimberly Allbritton  
Name  
CHD Administrator  
Title  
1255 W. Washington Street

Monticello, Fl. 32344  
Address

For the County:

Kirk Reams  
Name  
Clerk of Court  
Title  
1 Court House Circle

Monticello, Fl. 32344  
Address

(850) 973-7140  
Telephone

(850) 342-0218 Ext.  
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 8 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (two pages), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2019.

**BOARD OF COUNTY COMMISSIONERS  
FOR JEFFERSON COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** Betsy Barfield

**NAME:** Scott A. Rivkees, MD

**TITLE:** BOCC Chair

**TITLE:** Surgeon General and Secretary

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ATTESTED TO:**

**SIGNED BY:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**NAME:** Kirk Reams

**NAME:** Kimberly Allbritton

**TITLE:** Clerk of Court

**TITLE:** CHD Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

---

**Stephen Fulford**

District 1

**Gene Hall**

District 2

**J T Surles**

District 3 Vice-Chair

**Betsy Barfield**

District 4 Chairwoman

**Stephen Walker**

District 5

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September 19, 2019

**Consent Agenda:**

**Item E: The Board of County Commissioners have discussed grant projects for the Horse Arena Property to upgrade the facilities for future events and improvement to the Grounds being utilized.**

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**Kirk Reams**  
Clerk of Courts

**Parrish Barwick**  
County Coordinator

**T. Buckingham Bird**  
County Attorney

---

RESOLUTION 19-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE SALE  
OF THE PROPERTY LOCATED ON INDUSTRIAL PARK DRIVE TO  
SIMPLY CREMATIONS, LLC AND HENRY G. GOHLKE.

WHEREAS, the Jefferson County Board of County Commissioners has entered into a contract to convey the new parcel located on Industrial Park Drive, Monticello, Florida (the "Property") to Simple Cremations, LLC and Henry G. Gohlke for the purpose of creating an active, long term, business operation, that will provide meaningful employment that will be mutually beneficial to the Parties.

WHEREAS, the Jefferson County Board of County Commissioners has agreed to convey the Property with a current fair market value of \$20,000.00 to Simply Cremations, LLC and Henry G. Gohlke provided that they maintain two (2) full time employees for a period of five (5) years from the date of the agreement at which time the lien on the land will be released. The Jefferson County Board of County Commissioners has entered into a written Contract for Sale and Purchase of the Property with Simply Cremations, LLC and Henry G. Gohlke.

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

The sale of the property located on Industrial Park Drive, Monticello, Florida, is hereby, approved.

1. The Property has been determined to be unnecessary for public purposes.
2. The Board of County Commissioners has determined that disposing of the Property by sale to Simply Cremations, LLC and Henry G. Gohlke, is in the best interest of the public.
3. The Board of County Commissioners accepts the Contract for Sale and Purchase as per the terms and conditions. A copy of the Contract for Sale and Purchase is attached. Pursuant to Exhibit "B" of said Contract, the Buyers agree to reimburse the Seller should the terms and conditions of Exhibit "B" not be fulfilled.
4. By adopting this resolution and attached contract, the Board of County Commission of Jefferson County, Florida, hereby authorizes the Chairman of the Board and the Clerk of Court to sign or execute on behalf of the Jefferson County Board of County Commissioners any contracts or documents for the sale of the Property.
5. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Barfield, Chairman of the Board of County  
Commissioners

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
T. Buckingham Bird, Jefferson County  
Attorney

**CONTRACT FOR SALE AND PURCHASE**

PARTIES: JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, as "Seller",  
of 1 Courthouse Circle, Room 10, Monticello, FL 32344 (Phone: \_\_\_\_\_)

and SIMPLY CREMATIONS OF TALLAHASSEE, LLC, a Florida limited liability company,  
and HENRY G. GOHLKE, as "Buyer",  
of 2603 Augustine Trace, Tallahassee, FL 32311 and 90 Julie Lane, Monticello, FL 32344,  
(Phone: 850-294-8271)

hereby agrees that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions WHICH INCLUDE the Standards For Real Estate Transactions on the reverse hereof or attached hereto, hereinafter referred to as "Standard(s)".

I. DESCRIPTION:

(a) Legal description of real estate located in Jefferson, County, Florida:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND SURVEY PLAT**

(b) Street address, if any, of the property being conveyed is \_\_\_\_\_  
\_\_\_\_\_

(c) Personal property included: NONE

II. PURCHASE PRICE: ..... \$ 20,000.00

PAYMENT:

(a) Deposit(s) to be held in escrow by Jefferson County  
in the amount of \$ 500.00.

(b) Subject to AND assumption of Mortgage in favor of N/A bearing interest at \_\_\_\_\_% per annum and payable as to principal and interest \$ \_\_\_\_\_ per month, having an approximate present principal balance of \$ \_\_\_\_\_

(c) Purchase money mortgage and note bearing interest at \_\_\_\_\_% on terms set forth herein below, in the principal amount of \$ N/A

(d) Other ..... \$ \_\_\_\_\_

(e) Balance to close, (U. S. cash, certified or cashier's check) subject to adjustments and prorations..... \$ 20,000.00

TOTAL:..... \$ 20,000.00 (subject to adjustment  
see attached Exhibit B & C)

III. TITLE EVIDENCE: Within 30 days from date of Contract, Buyer shall, at their expenses obtain a title commitment and furnish Seller a copy. Fee owner's title policy premium shall be paid by Buyer at closing.

- IV. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties hereto on or before \_\_\_\_\_, the aforesaid deposit(s) shall be, at the option of Buyer, returned to him and this offer shall thereafter be null and void. The date of Contract shall be the date when the last one of the Seller and Buyer has signed this offer.
- V. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on or before the 20th day of September, 2019 unless extended by other provisions of Contract.
- VI. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority: Including the Covenants and Restrictions for Jefferson County Industrial Park. (Exhibit D).
- VII. ASSIGNABILITY: Buyer \_\_\_\_\_ may assign X may not assign, Contract.
- VIII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.
- IX. CLOSING COSTS PAID AS FOLLOWS: (check under buyer or seller)

	<u>Buyer</u>	<u>Seller</u>
Record Deed	<u>X</u>	_____
Doc Stamps on Deed	<u>X</u>	_____
Owners Title Insurance	<u>X</u>	_____
Settlement Fee	<u>X</u>	_____
Search Fee	<u>X</u>	_____
Mortgagee Title Insurance	<u>N/A</u>	_____
Mortgagee Endorsements	<u>N/A</u>	_____
Lenders Fees	<u>N/A</u>	_____
Record Mortgage	<u>N/A</u>	_____
Doc Stamps on Note	<u>N/A</u>	_____
Intangible Tax on Mortgage	<u>N/A</u>	_____
Overnight/Courier Fees	<u>N/A</u>	_____
Survey (if any)	_____	<u>X</u>
Appraisal	<u>X</u>	_____
Pest Inspection	<u>X</u>	_____
Other Costs: _____		
Repairs needed per pest inspection _____	<u>N/A</u>	
If any up to _____ % of purchase price _____	<u>N/A</u>	
Pro-rate Taxes <u>X</u> Yes _____ No		



X. FAILURE OF PERFORMANCE: If BUYER fails to perform this contract within the time specified (including payment of all deposit) the deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under contract; OR SELLER at SELLER's option, may proceed to enforce SELLER's right by seeking specific performance. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this contract, the BUYER may seek specific performance or elect to receive the return of BUYER's deposits without thereby waiving any action for damages resulting from SELLER's breach.

XI. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

XII. This is a legally binding contract. If you do not fully understand it, seek the advice of a Real Estate Attorney prior to signing. This contract shall not be recorded.

XII. SPECIAL CLAUSES:

1. See Exhibits for additional terms and conditions.
  - Exhibit A - legal description and survey
  - Exhibit B - letter of agreement and land sale price adjustment
  - Exhibit C - restrictive covenants
2. The County agrees to grade the lot, install drainage ditches, culverts, and driveway aprons and pave "Industrial Drive" to the end of the lots.
3. The County is to provide documentation of the annual inspection of the Industrial Park fire hydrant system.

\_\_\_\_\_  
Sellers Initials

\_\_\_\_\_  
Sellers Initials

\_\_\_\_\_  
Buyers Initials

\_\_\_\_\_  
Buyers Initials

\_\_\_\_\_  
Buyers Initials

-----  
  
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT IF NOT FULLY UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.  
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF OF REALTORS AND THE FLORIDA BAR

Executed by Buyer on \_\_\_\_\_

**SIMPLY CREMATIONS OF  
TALLAHASSEE, LLC, a Florida limited  
liability company**

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

\_\_\_\_\_  
**CHRISTOPHER DAYNE PARKER,**  
Authorized Member

\_\_\_\_\_  
Type or Print Name of Witness

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

\_\_\_\_\_  
**MELVIN R. LEADER, III,**  
Authorized Member

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
**HENRY G. GOHLKE**

Executed by Seller on \_\_\_\_\_

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

\_\_\_\_\_  
**JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name of Witness

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

\_\_\_\_\_  
(Seller)

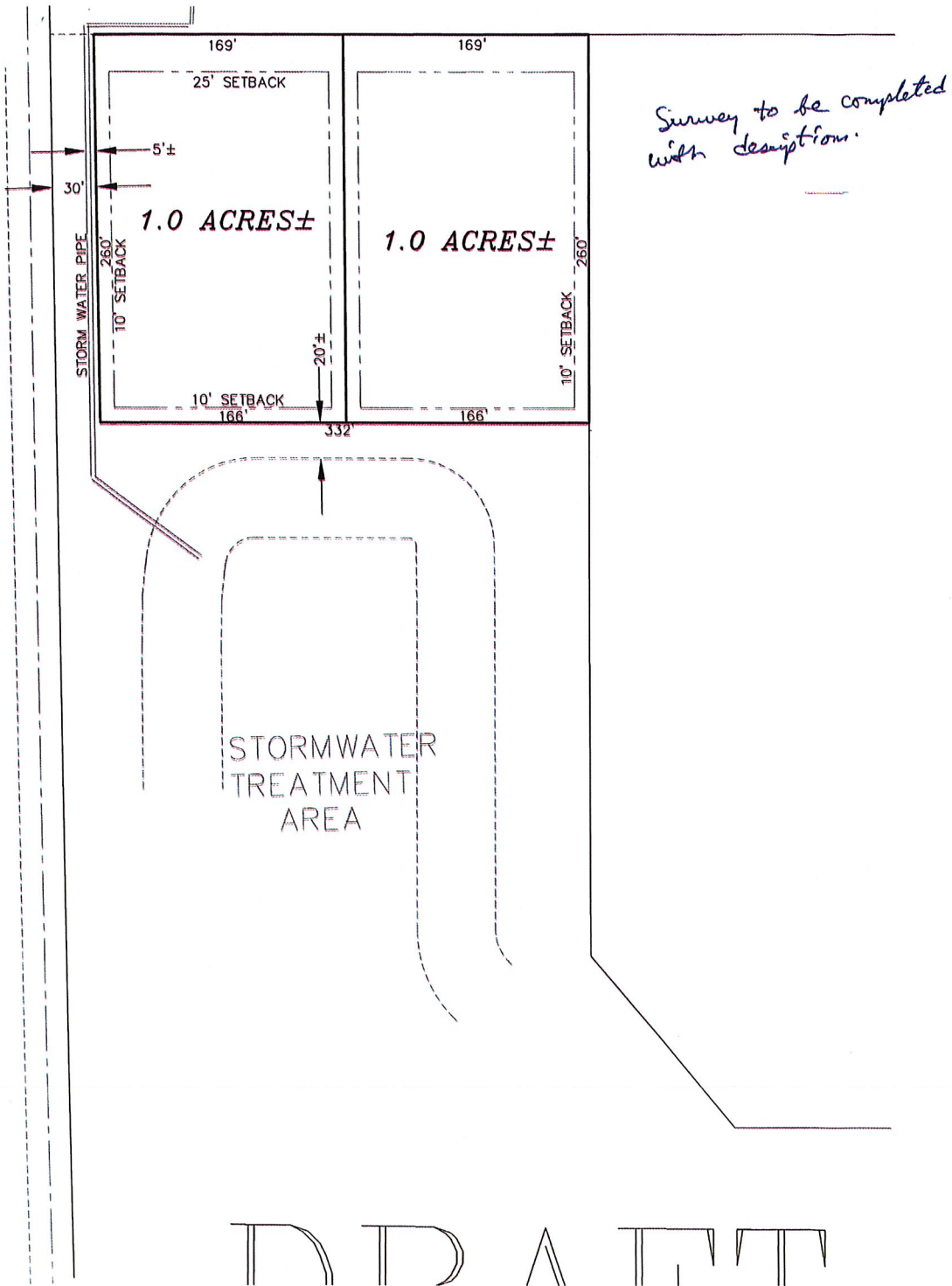
\_\_\_\_\_  
Type or Print Name of Witness

Deposit(s) under II (a) received; if check, subject to clearance.

By: \_\_\_\_\_  
(Escrow Agent)

# EXHIBIT "A"

## Legal Description and Survey



**EXHIBIT   B**

**LETTER OF AGREEMENT**

COMES NOW, **JEFFERSON COUNTY BOARD OF COUNTY**

**COMMISSIONERS**, (hereinafter referred to as “Seller”), as Grantor and **SIMPLY**

**CREMATIONS OF TALLAHASSEE, LLC**, a Florida limited liability company, and

**HENRY G. GOHLKE**( referred to as “Buyers”), as Grantee and agrees as follows:

1. Jefferson County will convey to Buyer a one (1) acre, more or less tract of land, (hereinafter referred to as “property”) in its Industrial Park located South of Monticello, Florida.
2. This conveyance will include a grant of real estate from Jefferson County with a current market value of \$20,000.00.
3. Jefferson County agrees to provide access to an off site storm water facility.
4. Buyer agrees to the following:
  - A. To provide and maintain a minimum of   2   full time employees in the operations of its business to be located on this property, within a twenty-four (24) month period of time from the date of this agreement and further to maintain this level of employment for a five (5) year period from the date of this agreement. Should the Buyer fail to provide the employment described above, then they will immediately reimburse the Seller based on attached lien schedule (Exhibit D) of land value adjustment. A full time employee is defined as an individual who is receiving payment for a minimum of 32 hours a week for a continuous twelve (12) month period.
  - B. To maintain this business as a active operation for a minimum of Five (5) years from this date and if not will reimburse Jefferson County for its initial grant of \$8,000.00.
  - C. If Buyer sells or leases any or all of the property, then it will reimburse Jefferson County for its grant of \$8,000.00. Should there be a sale or transfer of any or all of these lands to a related party, then this Letter of Agreement shall be a covenant to run with the lands and be binding on the subsequent owner.
  - D. The terms and conditions of this Letter of Agreement will survive the closing and terminate on January 1, 2025, and be of no further effect.

5. The parties agree that the Buyer will proceed to develop this parcel at the earliest practical time and that if facilities and operations are not completed within 24 months of closing, then the Seller has the right to reclaim and repurchase the property at the price paid initially.
6. This document to be recorded along with the deed

The parties are entering into this Agreement for the purpose of creating an active long term business operation, that will provide meaningful employment that will be mutually beneficial to the Parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signed, sealed and delivered  
in the presence of:

**JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Type of Print Witness Name)

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

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

Chairman  
1 Courthouse Circle, Room 10  
Monticello, Florida 32344

\_\_\_\_\_  
(Type of Print Witness Name)

STATE OF FLORIDA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2019 by the **Jefferson County Board of County Commissioners**, who is/are ( ) personally known to me or who ( ) has/have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Signature

-----  
(Type or Print Notary Name)

Notary Public, State of Florida at Large

Serial No. \_\_\_\_\_

My Commission Expires:

Signed, sealed and delivered  
in the presence of:

**SIMPLY CREMATIONS OF  
TALLAHASSEE, LLC, a Florida limited  
liability company**

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

\_\_\_\_\_  
(Type of Print Witness Name)

\_\_\_\_\_  
**CHRISTOPHER DAYNE PARKER,**  
Authorized Member

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

\_\_\_\_\_  
(Type of Print Witness Name)

\_\_\_\_\_  
**MELVIN R. LEADER, III,**  
Authorized Member

\_\_\_\_\_  
**HENRY G. GOHLKE**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2019 by **Christopher Dayne Parker, Melvin R. Leader, III and Henry G. Gohlke**, who is/are ( ) personally known to me or who ( ) has/have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Signature

-----  
(Type or Print Notary Name)

Notary Public, State of Florida at Large

Serial No. \_\_\_\_\_

My Commission Expires:

**GUARANTEE OF   2   FULL TIME EMPLOYEES FOR A 5 YEAR PERIOD AND  
LAND SALE PRICE ADJUSTMENT**

As a guarantee of the job requirements in lieu of payment for the \$8,000.00 credit, Jefferson County will place a Lien within 60 days of closing on the property in the amount of \$8,000.00 and renew and adjust the amount January 1<sup>st</sup> based on the following schedule. Final release of Lien will be issued January 1, 2025 .

<b>DATE</b>	<b>AMOUNT</b>	<b>POSSIBLE ADDITIONS</b>	<b>PENALTY SCHEDULE IF APPLICABLE</b>
60 day of closing	\$8,000		
1/1/2020	\$8,000	Plus Penalty if applicable	(# OF UNMET JOBS/10) X \$1,600
1/1/2021	\$6,400	Plus Penalty if applicable	(# OF UNMET JOBS/10) X \$1,600
1/1/2022	\$4,800	Plus Penalty if applicable	(# OF UNMET JOBS/10) X \$1,600
1/1/2023	\$3,200	Plus Penalty if applicable	(# OF UNMET JOBS/10) X \$1,600
1/1/2024	\$1,600	Plus Penalty if applicable	(# OF UNMET JOBS/10) X \$1,600
1/1/2025	Release of Lien		

## EXHIBIT "C"

### COVENANTS AND RESTRICTIONS FOR JEFFERSON COUNTY INDUSTRIAL PARK

**WHEREAS**, Jefferson County, a political subdivision of the State of Florida (hereinafter referred to as "County"), is the owner of certain real property located wholly within the geographical limits of the County and more particularly described as follows:

See attached Exhibit "A" for legal description.

**WHEREAS**, the County desires to place certain covenants and restrictions on the property and thereby restrict the future use and development thereof for a period of time as hereinafter set forth; and

**WHEREAS**, the County intends to give notice to all persons and parties of these covenants and restrictions by recording them in the public records of the County;

**NOW, THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the County, for itself and its grantees, successors and assigns, does hereby restrict the use, as hereinafter provided, of the property, and does hereby place upon the property the following covenants and restrictions to run with the title to same, and the grantee or grantees in any deed conveying any lot or lots, parcels or tracts, within the property or any portions thereof, and all other persons or parties acquiring title in any manner shall be deemed, by acceptance of such deed, deeds or title, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as hereinafter set forth, to-wit:

1. **PRIMARY INTENDED USE.** Property shall be used primarily for industrial, manufacturing, warehousing, distribution or commercial offices purposes only. Retail sales of merchandise or services shall not be permitted except where incidental to the primary use.

2. **PROHIBITED USES.** The following uses are specifically prohibited:

Residential;

Commercial incineration;

Junk and salvage yards, auto wrecking;

Trash and garbage dump sites;

Outside storage unless screened by walls, fences or landscaping as may be adequate to screen stored materials and equipment from general view. Front setback area shall not be used for storage of materials. Further, large trucks, mobile homes, campers, vans, trailers or boats shall not be stored on the property;

Manufacture of explosives;

Meat packing/processing plants, stock and slaughter yards, rendering plants;

Pulp and paper mills;



No accessory or temporary buildings shall be permitted without written approval by the County Building Department.

All garbage containers, oil tanks, bottled gas tanks, if above ground, must be screened by walls, fences and/or landscaping as may be adequate to screen such items from view from areas outside of the lot boundaries.

No owner or lessee shall allow anything to be done on the property which constitutes a public or private nuisance.

#### **5. PERFORMANCE STANDARDS.**

All activities shall be conducted only in structures which conform to the standards of the National Fire Protection Association concerning a plant operation, storage of explosive raw materials, fuels, liquids and finished products.

There shall be no excessive emission of smoke, fumes, gases, dust, noise or odors. In any event, all activities creating such emissions shall comply with all applicable local, state and federal environmental laws, rules and regulations.

The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall comply with all applicable local, state and federal health and environmental laws, rules and regulations. No onsite disposal of liquid or solid waste shall be permitted on the property.

No onsite wells or septic systems shall be allowed on the property, except with the prior written consent of the County. All uses on the property shall be required to connect to and utilize available public utilities and pay the cost thereof.

All plans for natural drainage and surface water run-off must be approved by the County and other applicable local and state governing bodies.

**6. SIGNAGE.** Each separate lot may have 1 free-standing sign which is an accessory to the business conducted on the premises. Said sign shall be in conformance with the County's existing sign regulations. Additionally, each tenant conducting business within the Industrial Park shall utilize panels in the County's illuminated sign at the entrance to the park and shall coordinate the design and installation of said panel with the County Building Department. The cost of design and installation of the tenant panel shall be borne by the tenant.

**7. APPROVAL OF PLANS AND SPECIFICATIONS.** Plans and specifications for all construction projects shall be subject to approval by the County Building Department.

**8. OPTION TO RE-PURCHASE.** All conveyances by the County of any portion of the property shall be subject to the County's option to re-purchase if, by no later than 24

months from the recording of the deed of conveyance, a facility is not constructed and the operation of a business has not commenced. The consideration for said re-purchase shall be the original purchase price, regardless of appreciated value. The County may, in its sole discretion, extend the construction period to a date not later than 36 months from the date of recording of the deed of conveyance. A written request for such extension must be made at least 60 days prior to expiration of the initial 24-month period.

9. **UTILITY EASEMENTS.** All conveyances by the County shall be subject to a perpetual easement for utilities, in favor of the County and its successors and assigns, on that portion of the property described in a deed of conveyance which is within 20 feet from every perimeter property line. The rights under said utility easement shall include the right (1) to install, replace, construct, re-construct, repair, maintain and operate any object or thing necessary for the conducting and maintaining of utilities on, above, under, through and across said easement; (2) to cut, trim, spray and otherwise control the growth of all trees, shrubbery and plant life located on the easement; (3) of ingress and egress across the easement; and (4) to license, permit or otherwise agree to the use of the easement by any other persons or entities for these purposes.

10. **SUBDIVISION AND PARTITION RESTRICTIONS.** Subsequent partition and/or conveyance of any parcel is prohibited, except by written consent of the County.


11. **ENFORCEMENT.** These covenants and restrictions shall be enforced as provided by the Land Development Code of Jefferson County, Florida.

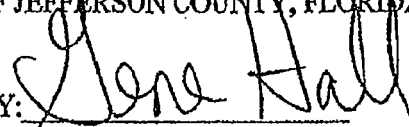
12. **AMENDMENT/TERMINATION.** These covenants and restrictions may only be amended by the County.

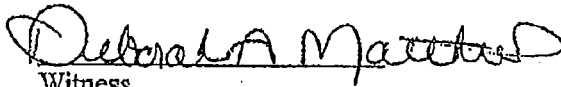
IN WITNESS WHEREOF, the undersigned have caused these Covenants and Restrictions to be executed this 30<sup>th</sup> day of June, 2009..


Signed, sealed and delivered  
in the presence of:

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

  
Witness  
J. NICHOLAS FLYNT  
Print or type name

BY:   
GENE HALL  
Chairman

  
Witness  
Deborah A Matthews  
Print or type name

ATTEST:   
Kirk Bradley Reams  
Clerk

STATE OF FLORIDA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2009, by Gene Hall, Chair of the Board of County Commissioners of Jefferson County, Florida, on behalf of said board, and who is personally known to me.



Stephanie M. Footman  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

RESOLUTION 19-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE SALE  
OF THE PROPERTY LOCATED ON INDUSTRIAL PARK DRIVE TO  
KATHRYN S. GOHLKE AND HENRY G. GOHLKE.

WHEREAS, the Jefferson County Board of County Commissioners has entered into a contract to convey the new parcel located on Industrial Park Drive, Monticello, Florida (the "Property") to Kathryn S. Gohlke and Henry G. Gohlke for the purpose of creating an active, long term, business operation, that will provide meaningful employment that will be mutually beneficial to the Parties.

WHEREAS, the Jefferson County Board of County Commissioners has agreed to convey the Property with a current fair market value of \$20,000.00 to Kathryn S. Gohlke and Henry G. Gohlke provided that they develop the parcel at the earliest practical time not to exceed 24 months from closing. The Jefferson County Board of County Commissioners has entered into a written Contract for Sale and Purchase of the Property with Kathryn S. Gohlke and Henry G. Gohlke.

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

The sale of the property located on Industrial Park Drive, Monticello, Florida, is hereby, approved.

1. The Property has been determined to be unnecessary for public purposes.
2. The Board of County Commissioners has determined that disposing of the Property by sale to Kathryn S. Gohlke and Henry G. Gohlke, is in the best interest of the public.
3. The Board of County Commissioners accepts the Contract for Sale and Purchase as per the terms and conditions. A copy of the Contract for Sale and Purchase is attached. Pursuant to the Contract, the Buyers agree that the terms of the contract will survive closing and the Seller has the right to reclaim and repurchase the property at the price initially paid should the terms and conditions of the Contract not be fulfilled.
4. By adopting this resolution and attached contract, the Board of County Commission of Jefferson County, Florida, hereby authorizes the Chairman of the Board and the Clerk of Court to sign or execute on behalf of the Jefferson County Board of County Commissioners any contracts or documents for the sale of the Property.
5. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Barfield, Chairman of the Board of County  
Commissioners

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
T. Buckingham Bird, Jefferson County  
Attorney

**CONTRACT FOR SALE AND PURCHASE**

PARTIES: JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, as "Seller",  
of 1 Courthouse Circle, Room 10, Monticello, FL 32344 (Phone: \_\_\_\_\_)  
and KATHRYN S. GOHLKE and HENRY G. GOHLKE, as "Buyer",  
of 90 Julie Lane, Monticello, Florida 32344, (Phone: 850-294-8271)  
hereby agrees that the Seller shall sell and Buyer shall buy the following property upon the  
following terms and conditions WHICH INCLUDE the Standards For Real Estate Transactions  
on the reverse hereof or attached hereto, hereinafter referred to as "Standard(s)".

I. DESCRIPTION:

(a) Legal description of real estate located in Jefferson, County, Florida:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND SURVEY PLAT**

(b) Street address, if any, of the property being conveyed is \_\_\_\_\_  
\_\_\_\_\_

(c) Personal property included: NONE

II. PURCHASE PRICE: ..... \$ 20,000.00

PAYMENT:

(a) Deposit(s) to be held in escrow by Jefferson County  
in the amount of \$ 500.00.

(b) Subject to AND assumption of Mortgage in favor of N/A bearing interest  
at \_\_\_\_\_% per annum and payable as to principal and interest \$  
\_\_\_\_\_ per month, having an approximate present principal  
balance of \$ \_\_\_\_\_

(c) Purchase money mortgage and note bearing interest at \_\_\_\_\_% on terms set forth  
herein below, in the principal amount of \$ N/A

(d) Other ..... \$ \_\_\_\_\_

(e) Balance to close, (U. S. cash, certified or cashier's check) subject to adjustments  
and prorations..... \$ 20,000.00

TOTAL:..... \$ 20,000.00

III. TITLE EVIDENCE: Within 30 days from date of Contract, Buyer shall, at their  
expenses obtain a title commitment and furnish Seller a copy. Fee owner's title policy  
premium shall be paid by Buyer at closing.

- IV. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties hereto on or before \_\_\_\_\_, the aforesaid deposit(s) shall be, at the option of Buyer, returned to him and this offer shall thereafter be null and void. The date of Contract shall be the date when the last one of the Seller and Buyer has signed this offer.
- V. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on or before the 20th day of September, 2019 unless extended by other provisions of Contract.
- VI. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority: Including the Covenants and Restrictions for Jefferson County Industrial Park. (Exhibit D).
- VII. ASSIGNABILITY: Buyer \_\_\_\_\_ may assign X may not assign, Contract.
- VIII. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.
- IX. CLOSING COSTS PAID AS FOLLOWS: (check under buyer or seller)

	<u>Buyer</u>	<u>Seller</u>
Record Deed	<u>X</u>	_____
Doc Stamps on Deed	<u>X</u>	_____
Owners Title Insurance	<u>X</u>	_____
Settlement Fee	<u>X</u>	_____
Search Fee	<u>X</u>	_____
Mortgagee Title Insurance	<u>N/A</u>	_____
Mortgagee Endorsements	<u>N/A</u>	_____
Lenders Fees	<u>N/A</u>	_____
Record Mortgage	<u>N/A</u>	_____
Doc Stamps on Note	<u>N/A</u>	_____
Intangible Tax on Mortgage	<u>N/A</u>	_____
Overnight/Courier Fees	<u>N/A</u>	_____
Survey (if any)	_____	<u>X</u>
Appraisal	<u>X</u>	_____
Pest Inspection	<u>X</u>	_____
Other Costs: _____		
Repairs needed per pest inspection _____	<u>N/A</u>	
If any up to _____ % of purchase price _____	<u>N/A</u>	
Pro-rate Taxes <u>X</u> Yes _____ No _____		

X. FAILURE OF PERFORMANCE: If BUYER fails to perform this contract within the time specified (including payment of all deposit) the deposit paid by BUYER may be retained by or for the account of SELLER as agreed upon liquidated damages, consideration for the execution of this contract and in full settlement of any claims; whereupon BUYER and SELLER shall be relieved of all obligations under contract; OR SELLER at SELLER's option, may proceed to enforce SELLER's right by seeking specific performance. If, for any reason other than failure of SELLER to make SELLER's title marketable after diligent effort, SELLER fails, neglects or refuses to perform this contract, the BUYER may seek specific performance or elect to receive the return of BUYER's deposits without thereby waiving any action for damages resulting from SELLER's breach.

XI. ATTORNEY FEES AND COSTS: In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney fees.

XII. This is a legally binding contract. If you do not fully understand it, seek the advice of a Real Estate Attorney prior to signing. This contract shall not be recorded.

XII. SPECIAL CLAUSES:

1. See Exhibits for additional terms and conditions.  
Exhibit A - legal description and survey  
Exhibit B - restrictive covenants
2. The parties agree that the Buyer will proceed to develop this parcel at the earliest practical time and that if facilities and operations are not completed within 24 months of closing, then the Seller has the right to reclaim and repurchase the property at the price paid initially.
3. The County agrees to grade the lot, install drainage ditches, culverts, and driveway aprons and pave "Industrial Drive" to the end of the lots.
4. The County is to provide documentation of the annual inspection of the Industrial Park fire hydrant system.
5. The terms of this contract will survive closing.

\_\_\_\_\_  
Sellers Initials

\_\_\_\_\_  
Sellers Initials

\_\_\_\_\_  
Buyers Initials

\_\_\_\_\_  
Buyers Initials

-----  
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT IF NOT FULLY  
UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.



Executed by Buyer on \_\_\_\_\_

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

\_\_\_\_\_  
**KATHRYN S. GOHLKE**

\_\_\_\_\_  
Type or Print Name of Witness

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

\_\_\_\_\_  
**HENRY G. GOHLKE**

\_\_\_\_\_  
Type or Print Name of Witness

Executed by Seller on \_\_\_\_\_

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

\_\_\_\_\_  
**JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Type or Print Name of Witness

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

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

\_\_\_\_\_  
(Seller)

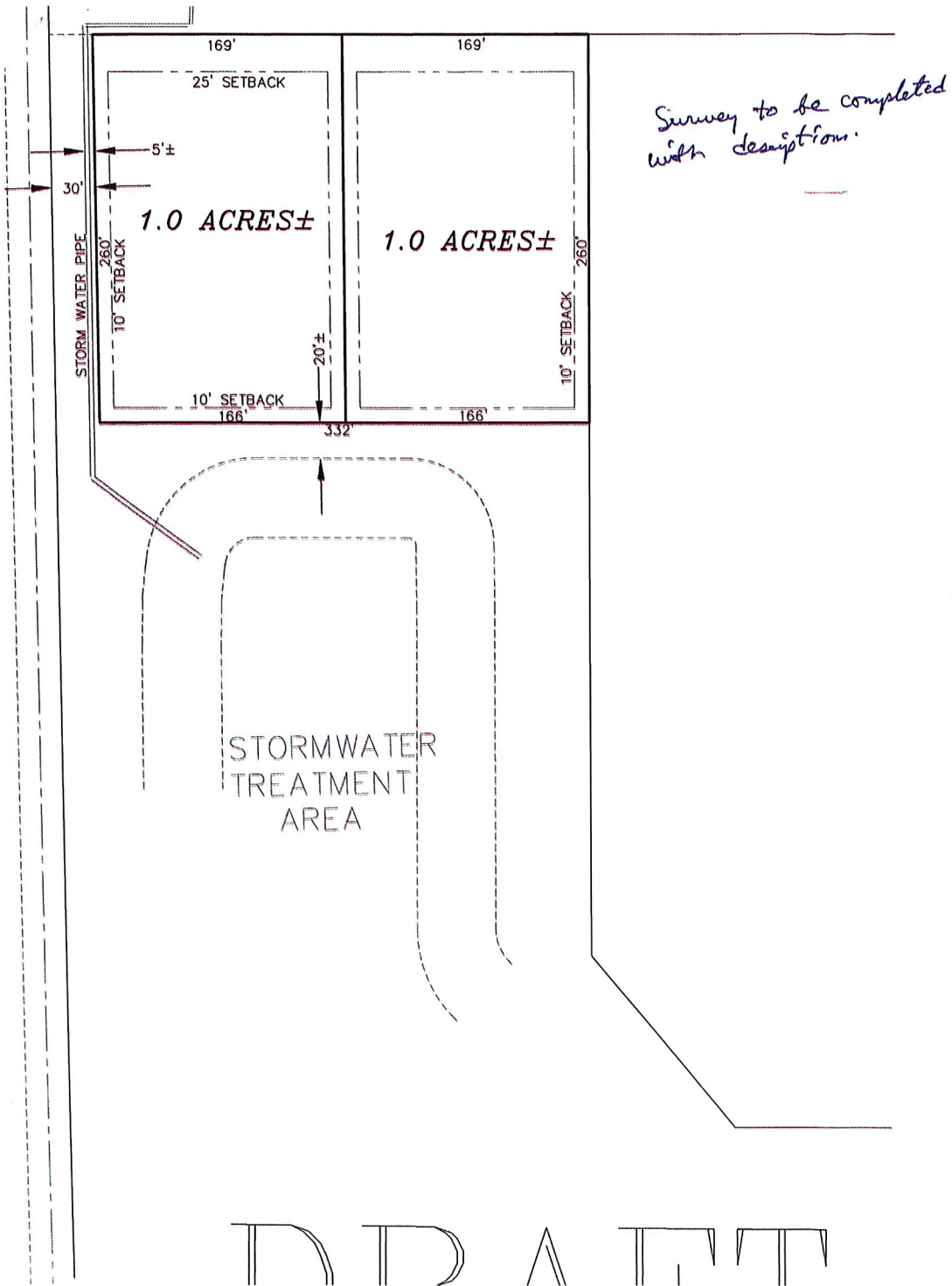
\_\_\_\_\_  
Type or Print Name of Witness

Deposit(s) under II (a) received; if check, subject to clearance.

By: \_\_\_\_\_  
(Escrow Agent)

# EXHIBIT "A"

## Legal Description and Survey



## EXHIBIT "B"

### COVENANTS AND RESTRICTIONS FOR JEFFERSON COUNTY INDUSTRIAL PARK

**WHEREAS**, Jefferson County, a political subdivision of the State of Florida (hereinafter referred to as "County"), is the owner of certain real property located wholly within the geographical limits of the County and more particularly described as follows:

See attached Exhibit "A" for legal description.

**WHEREAS**, the County desires to place certain covenants and restrictions on the property and thereby restrict the future use and development thereof for a period of time as hereinafter set forth; and

**WHEREAS**, the County intends to give notice to all persons and parties of these covenants and restrictions by recording them in the public records of the County;

**NOW, THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the County, for itself and its grantees, successors and assigns, does hereby restrict the use, as hereinafter provided, of the property, and does hereby place upon the property the following covenants and restrictions to run with the title to same, and the grantee or grantees in any deed conveying any lot or lots, parcels or tracts, within the property or any portions thereof, and all other persons or parties acquiring title in any manner shall be deemed, by acceptance of such deed, deeds or title, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as hereinafter set forth, to-wit:

1. **PRIMARY INTENDED USE.** Property shall be used primarily for industrial, manufacturing, warehousing, distribution or commercial offices purposes only. Retail sales of merchandise or services shall not be permitted except where incidental to the primary use.

2. **PROHIBITED USES.** The following uses are specifically prohibited:

Residential;

Commercial incineration;

Junk and salvage yards, auto wrecking;

Trash and garbage dump sites;

Outside storage unless screened by walls, fences or landscaping as may be adequate to screen stored materials and equipment from general view. Front setback area shall not be used for storage of materials. Further, large trucks, mobile homes, campers, vans, trailers or boats shall not be stored on the property;

Manufacture of explosives;

Meat packing/processing plants, stock and slaughter yards, rendering plants;

Pulp and paper mills;

No accessory or temporary buildings shall be permitted without written approval by the County Building Department.

All garbage containers, oil tanks, bottled gas tanks, if above ground, must be screened by walls, fences and/or landscaping as may be adequate to screen such items from view from areas outside of the lot boundaries.

No owner or lessee shall allow anything to be done on the property which constitutes a public or private nuisance.

#### **5. PERFORMANCE STANDARDS.**

All activities shall be conducted only in structures which conform to the standards of the National Fire Protection Association concerning a plant operation, storage of explosive raw materials, fuels, liquids and finished products.

There shall be no excessive emission of smoke, fumes, gases, dust, noise or odors. In any event, all activities creating such emissions shall comply with all applicable local, state and federal environmental laws, rules and regulations.

The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall comply with all applicable local, state and federal health and environmental laws, rules and regulations. No onsite disposal of liquid or solid waste shall be permitted on the property.

No onsite wells or septic systems shall be allowed on the property, except with the prior written consent of the County. All uses on the property shall be required to connect to and utilize available public utilities and pay the cost thereof.

All plans for natural drainage and surface water run-off must be approved by the County and other applicable local and state governing bodies.

**6. SIGNAGE.** Each separate lot may have 1 free-standing sign which is an accessory to the business conducted on the premises. Said sign shall be in conformance with the County's existing sign regulations. Additionally, each tenant conducting business within the Industrial Park shall utilize panels in the County's illuminated sign at the entrance to the park and shall coordinate the design and installation of said panel with the County Building Department. The cost of design and installation of the tenant panel shall be borne by the tenant.

**7. APPROVAL OF PLANS AND SPECIFICATIONS.** Plans and specifications for all construction projects shall be subject to approval by the County Building Department.

**8. OPTION TO RE-PURCHASE.** All conveyances by the County of any portion of the property shall be subject to the County's option to re-purchase if, by no later than 24

months from the recording of the deed of conveyance, a facility is not constructed and the operation of a business has not commenced. The consideration for said re-purchase shall be the original purchase price, regardless of appreciated value. The County may, in its sole discretion, extend the construction period to a date not later than 36 months from the date of recording of the deed of conveyance. A written request for such extension must be made at least 60 days prior to expiration of the initial 24-month period.

**9. UTILITY EASEMENTS.** All conveyances by the County shall be subject to a perpetual easement for utilities, in favor of the County and its successors and assigns, on that portion of the property described in a deed of conveyance which is within 20 feet from every perimeter property line. The rights under said utility easement shall include the right (1) to install, replace, construct, re-construct, repair, maintain and operate any object or thing necessary for the conducting and maintaining of utilities on, above, under, through and across said easement; (2) to cut, trim, spray and otherwise control the growth of all trees, shrubbery and plant life located on the easement; (3) of ingress and egress across the easement; and (4) to license, permit or otherwise agree to the use of the easement by any other persons or entities for these purposes.

**10. SUBDIVISION AND PARTITION RESTRICTIONS.** Subsequent partition and/or conveyance of any parcel is prohibited, except by written consent of the County.

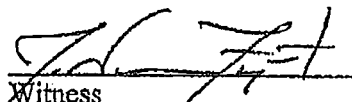
**11. ENFORCEMENT.** These covenants and restrictions shall be enforced as provided by the Land Development Code of Jefferson County, Florida.

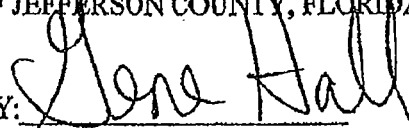
**12. AMENDMENT/TERMINATION.** These covenants and restrictions may only be amended by the County.


**IN WITNESS WHEREOF,** the undersigned have caused these Covenants and Restrictions to be executed this 30<sup>th</sup> day of June, 2009..


Signed, sealed and delivered  
in the presence of:

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

  
Witness  
J. NICHOLAS FLYNT  
Print or type name

BY:   
GENE HALL  
Chairman

  
Witness  
Deborah A Matthews  
Print or type name

ATTEST:   
Kirk Bradley Reams  
Clerk

STATE OF FLORIDA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2009, by Gene Hall, Chair of the Board of County Commissioners of Jefferson County, Florida, on behalf of said board, and who is personally known to me.



Stephanie M. Footman  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY**

**DISPOSITION OF SURPLUS LANDS  
(REAL PROPERTY) POLICY**

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Disposition of Surplus Real Property**

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The disposition of County owned property is governed by Chapter 125, Florida Statutes. The County Clerk of Court will be the custodian of the inventory of County owned properties.

These guidelines are provided to assist management when making decisions on the disposition of surplus lands.

Florida Statutes provide a number of alternative methods for the disposition of county surplus property. These include:

1. Bid sale or lease (Section 125.35(1), Florida Statutes
2. Private sale (Section 125.35(2), Florida Statutes);
3. Competitive negotiation (Section 125.35(3), Florida Statutes);
4. Conveyance to governmental entity or non-profit organization (Section 125.38, Florida Statutes);
5. Like kind exchange (Section 125.37, Florida Statutes); and

### **Determining Method of Surplus Lands Disposition**

The county coordinator may provide recommendations; however, the board has sole discretion to determine the method to be used in disposing of surplus property. This is considered a discretionary act of the board and is not subject to appeal.

The county may engage the services of a Florida licensed real estate broker or auctioneer to assist in the disposing of surplus property.

### **Determination as to estimated value of land.**

The county coordinator will determine the estimated value of all property declared to be surplus pursuant to this article. This determination may be based upon the assessed value as set by the county property appraiser, staff recommendations or an appraisal prepared by an independent state certified real estate appraiser acceptable to the county coordinator. Determinations as to the estimated value of surplus land must consider and evaluate the following:

1. Configuration of the property;
2. Location;
3. Uplands/wetlands;
4. Environmental concerns;
5. Ability to develop the parcel in accordance with applicable regulations;
6. Current zoning on the parcel;
7. Highest and best use of the parcel; and
8. Encumbrances on title.

## 1) Bid Sale.

- a) Generally. The bid sale or lease process is controlled by the provisions of Section 125.35(1), Florida Statutes.
- b) *Request.* Any person may request a bid sale or lease of property by filing a written request with the county coordinator. The request must specifically identify the property and include a statement as to a bonafide intention to purchase, or to lease, the property. A bid sale may also be initiated by the county coordinator based upon a review of the declared surplus property inventory.
- c) *Surplus determination.* If a person seeks to purchase or lease a parcel not currently in the surplus property inventory, then a recommendation as to the appropriateness of declaring the parcel surplus may be sent to the board in accordance with subsection (a), above. If the board declares the parcel surplus, then the request can proceed through the disposition process. A request to purchase or lease property already declared surplus by the board does not require additional board action until a purchase agreement or lease agreement is executed by the potential buyer and presented for board consideration.
- d) *Minimum bid determination.* The county coordinator will determine the estimated value of the surplus property as outlined in this policy and present this figure to the board for consideration in setting a minimum bid. The establishment of a minimum bid is a discretionary act of the board and is not subject to appeal.
- e) *Notice.* A notice calling for bids must be published in a newspaper of general circulation once a week for at least two weeks prior to board approval of any real estate purchase agreement or lease agreement resulting from the bid sale process. The notice must indicate the location of the subject property, where a bid package may be obtained, and the bid submittal deadline.
- f) *Bid acceptance.* All bids must comply with the county-approved bid specifications. Only bids meeting these specifications will be considered. Bids must be accompanied by the requisite deposit in the form of cashier's check, certified funds or a money order. Cash or personal checks will not be accepted.
- g) *Purchase agreement or lease agreement.* The board may enter into a real estate purchase agreement or lease agreement for the sale or lease of the parcel with the highest acceptable bidder. However, the board has the right to reject any and all bids, at any time in the bid sale process, for any reason.
- h) *Alternative disposition.* If the initial bid sale is not successful, the county coordinator may pursue an alternative disposition method or choose to retain the property in the surplus property inventory.

## 2) Private Sale.

- a) *Generally.* The private sale process is controlled by the provisions of Section 125.35(2), Florida Statutes. A private sale is appropriate only after the board determines that:
  1. The parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property; and the parcel is of use only to one or more adjacent property owners due to the size, shape, location and value of the parcel; or
  2. The value estimate of the parcel is \$15,000 or less, as determined by a fee appraiser designated by the board or by the county property appraiser, and the parcel is of use only to one or more adjacent property owners due to the size, shape, location, and value of the parcel.
- b) *Request.* A person may request a private sale of property by submitting a written request to the county coordinator. The request must specifically identify the property and include a statement as to a bonafide intention to purchase the property. A private sale may also be initiated by the county coordinator based upon a review of the surplus property inventory.
- c) *Surplus determination.* If a person seeks to purchase a parcel not currently in the surplus property inventory, then a recommendation as to the appropriateness of declaring the parcel surplus may be sent to the board in accordance with subsection (a), above. If the board declares the parcel surplus, then the request can proceed through the disposition process. A request to purchase property already declared surplus by the board does not require additional board action until a purchase agreement is executed by the potential buyer and presented for board consideration.
- d) *Notice.* A written notice of the intent to sell the property under the private sale alternative must be sent to all adjacent property owners by certified mail. The notice must inform the property owners about the property for sale, how to submit an offer to purchase the parcel, the required time frame for submittal of an offer and what process will result if more than one property owner desires to purchase the parcel.
- e) *Multiple offers to purchase.* If two or more adjacent property owners notify the county of a desire to purchase the surplus parcel, then the county will solicit sealed bids from those property owners.
- f) *Purchase agreement.* The board may enter into a purchase agreement for the sale of the parcel with the highest acceptable bidder. However, the board has the right to reject any and all bids, at any time in the private sale process, for any reason.

## 3) Competitive Negotiation.

- a) *Authority and scope.* This section is enacted under the authority of Section 125.35(3), Florida Statutes, to prescribe additional disposition standards and procedures to be used by the county in selling, conveying, or leasing real property owned by the county for a term in excess of one year. Leasing (or otherwise providing for the use of real property) for a term of one year or less is not governed by this section. Regardless of the length of the term, concession agreements, license agreements, operating agreements, recreational

facility use agreements or other agreements requiring the use of real property owned by the county but whose primary purpose is to provide services to the county or to the public are not governed by this article.

- b) *Standards.* The board may negotiate, approve and execute lease, sale, conveyance or other development agreements for real property owned by the county to be used by a private party in a manner directly benefiting the county or otherwise for a governmental or public purpose. In no event shall the uses permitted by any such lease, sale, conveyance or other development agreement violate the county's future land use, development code regulations or comprehensive plan.
- c) *Procedures.*
  - i) The following procedures shall apply to selected transactions relating to negotiated lease, sale, conveyance or other development agreements benefiting the county or otherwise for governmental or public purposes:
    - (1) The selection of private parties for lease, sale, conveyance or other development agreements shall result from an open competitive process. Examples of competitive solicitations that comply with the terms of this section include, but are not limited to, invitations to negotiate, requests for proposals and requests for letters of interest.
    - (2) Notice of each solicitation shall be published in a newspaper of general circulation in the county not less than ten calendar days prior to the date on which responses to the solicitation are due. The notice shall indicate how copies of the solicitation can be obtained or electronically accessed by interested parties and state the date and time responses will be opened.
    - (3) The county will have the right to require additional information and interview any, all or none of the respondents. The interview format and content will be at the county's discretion. The county will have the right to conduct site visits of the respondents' facilities and/or of any current project(s) managed by the respondents.
    - (4) Solicitation submittals will be reviewed and evaluated by the county to determine how the written responses and additional information address the county's needs and requirements, as stated in the solicitation. Evaluation criteria shall include, but not be limited to the following:
      - (a) The proposed use of the property, including such details as are required by the county coordinator;
      - (b) Respondent's ability to perform its obligations under the proposed lease, sale, conveyance or other development agreement;
      - (c) The financial obligations, if any, to be borne by the county;
      - (d) Respondent's past record of performance;
      - (e) Experience of the respondent and the respondent's team, if applicable; and
      - (f) Recent, current and projected workloads of the respondent and the respondent's team.
      - (g) Additional evaluation criteria may be included in each solicitation.

- (h) The county coordinator will present the proposed lease, sale, conveyance or other development agreement to the board for consideration. The board may approve or reject the proposed lease, sale, conveyance or other development agreement in its sole and absolute discretion.
- ii) Any public-private partnership agreement entered into prior to the effective date of this section, that resulted from a competitive process, may be subsequently amended to include a negotiated lease, sale, conveyance or other development agreement, without further solicitation, if the public purpose underlying such public-private partnership agreement is not affected thereby.
- d) *Request.* A competitive negotiation may also be initiated by the county coordinator based upon a review of the declared surplus property inventory. Any person may request a competitive negotiation of property by submitting a written request to the county coordinator. The request must specifically include the following:
- e) *Surplus determination.* If a person seeks to purchase or lease a parcel not currently in the surplus property inventory, then a recommendation as to the appropriateness of declaring the parcel surplus may be sent to the board in accordance with subsection (a), above. If the board declares the parcel surplus, then the request can proceed through the disposition process. A request to purchase or lease property already declared surplus by the board does not require additional board action until a purchase agreement is executed by the potential buyer and presented for board consideration.
- f) *Notice.*
  - i) Types of notice. Once the parcel has been properly designated surplus, notice of the availability and potential sale of the parcel will be provided through at least two of the following means:
    - (1) County Website;
    - (2) Sign on the parcel;
    - (3) Posted notice in the Courthouse;
    - (4) Mailed notice to adjacent property owners;
    - (5) Notice to names on the surplus lands mailing list;
    - (6) Newspaper or other print advertisement; or
    - (7) Electronic media notice or advertisement.
  - ii) Notice period/deadline for submittal of responses to a solicitation. The deadline for submittal of responses will be a minimum of 30 days from the date the notice of availability for sale is first published. For purposes of calculating the deadline date, the first day of publication will not be counted; a deadline date falling on a weekend or holiday will be moved forward to the next regular business day.
- g) *Negotiation.* The county will attempt to negotiate a purchase agreement or lease agreement with the selected respondent. All aspects of the real estate negotiation process are open for discussion, including an increase in the bid or sale price, or rent, of the property. The negotiation period will be established in the solicitation documents. If the county is unable to successfully negotiate a purchase agreement or lease agreement with the selected respondent within the negotiation period, then the county may cease

negotiations with the selected respondent and proceed to negotiations with another respondent, if any.

- h) *Purchase agreement or lease agreement.* Once a purchase agreement or lease agreement has been successfully negotiated, the agreement will be sent to the board for consideration and approval. The date the item will appear on the board agenda will be available on the county website. The board has the right to reject any and all purchase agreements or leases, at any time in the competitive negotiation process, for any reason.

**4) Conveyance to governmental entity or non-profit organization (Section 125.38, Florida Statutes)**

- a) *Generally.* The conveyance to governmental entity or non-profit organization is controlled by the provisions of Section 125.38, Florida Statutes.
- b) *Request.* The United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit Any person may request conveyance or lease of property by filing a written request with the county coordinator. The request must specifically identify the property and include a statement as to a bonafide intention to purchase, or to lease, the property for the purposes of promoting community interest and welfare.
- c) *Surplus determination.* If a person seeks to purchase or lease a parcel not currently in the surplus property inventory, then a recommendation as to the appropriateness of declaring the parcel surplus may be sent to the board in accordance with subsection (a), above. If the board declares the parcel surplus, then the request can proceed through the disposition process. A request to purchase or lease property already declared surplus by the board does not require additional board action until a purchase agreement or lease agreement is executed by the potential buyer and presented for board consideration.
- d) *Notice.* The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefore shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.
- e) *Minimum offer determination.* The county coordinator will determine the estimated value of the surplus property as outlined in this policy and present this figure to the board for consideration in setting a minimum offer. The establishment of a minimum bid is a discretionary act of the board and is not subject to appeal.
- f) *Multiple offers to purchase or lease.* If two or more governmental entity and/or non-profit organizations notify the county of a desire to purchase or lease the surplus parcel, then the county will evaluate each entity's organize purposes of promoting community interest and welfare and choose which will be most beneficial to the citizens. This decision is a discretionary act of the Board. It is not subject to appeal.
- g) *Purchase agreement.* The agreement should include a clause that if the entity fails to utilize the property for the approved purpose of promoting community interest and welfare for more than two consecutive calendar years, it be gifted back to the County.

## 5) Like kind exchange

- a) *Generally.* Like kind exchange is controlled by the provisions of Section 125.37, Florida Statutes.
- b) *Request.* The County Coordinator or individual board member may ask the board to consider an exchange of property not needed for county purposes be exchanged for other real property, which the county may desire to acquire for county purposes via written notice.
- c) *Surplus determination.* If a person seeks to purchase a parcel not currently in the surplus property inventory, then a recommendation as to the appropriateness of declaring the parcel surplus may be sent to the board in accordance with subsection (a), above. If the board declares the parcel surplus, then the request can proceed through the disposition process. A request to purchase property already declared surplus by the board does not require additional board action until a purchase agreement is executed by the potential buyer and presented for board consideration.
- d) *Notice.* A written notice setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least 2 weeks in a newspaper of general circulation published in the county, before the adoption by the board of a resolution authorizing the exchange or properties.
- e) *Agreement of Exchange.* The board must adopt a resolution authorizing the exchange or properties.

*Note: See Jefferson County Capital Asset Policy when dealing with Tangible Personal Property.*

**tbird@birdlawfl.com**

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**From:** Betsy Barfield <bbarfield@jeffersoncountyfl.gov>  
**Sent:** Tuesday, September 3, 2019 9:22 AM  
**To:** Buck Bird T.  
**Subject:** Surplus Property

Good Morning Buck -

I did not see the surplus property policy on the board agenda. I thought you were going to sent to Parrish the updated copy for the upcoming meeting.

Please email me the newest version.

b

Betsy Barfield Commissioner - Chairman  
District 4-Jefferson County  
387 de Sercey Lane  
Monticello, FL 32344  
850 933 4055 Cell/SMS  
[bbarfield@jeffersoncountyfl.gov](mailto:bbarfield@jeffersoncountyfl.gov)  
[www.jeffersoncountyfl.gov](http://www.jeffersoncountyfl.gov)





# 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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September 19, 2019

### Consent Agenda:

### General Business:

**Item C: Thompson Station Proposed Lease Agreement: Mr. Leo Russell has submitted a proposal for lease of the acquired fueling station. The Board of County Commissioners has directed Mr. Russell to make his offer to lease the property with the understanding that remediation of years past fuel issues may cause premature exit of the facilities if drastic measure are taken or required. County staff will clean the station from debris and have the property basically to the block walls as requested by Mr. Russell. Any additional items will be the responsibility of Mr. Russell as part of the Lease Agreement.**

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**Kirk Reams**  
Clerk of Courts

**Parrish Barwick**  
County Coordinator

**T. Buckingham Bird**  
County Attorney

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TO: THE CITY OF MONTICELLO

FROM: LEO RUSSELL  
(850) 322-9002

I'm interested in a "lease/option to buy" the property located at North Jefferson Street in Monticello, Fl. 32344, the old Herbert Thompson Fuel Station, for \$200.00 a month until repairs and the building are satisfied. I would then renegotiate an agreement.

I plan to replace the roof, paint the building inside and outside, re-do the restrooms (2), repair the walls and floors, cleanup the parking area, surrounding property, remove and dispose of all the debris and garbage from the property.

My business is a full-service detail car wash with two full-time employees. Hours of operation will be during daylight hours, six days a week.

Pictures are attached.



# BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827  
1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344  
PHONE: (850)-342-0287

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**Stephen Fulford**  
District 1

**Gene Hall**  
District 2

**J T Surles**  
District 3

**Betsy Barfield**  
District 4

**Stephen Walker**  
District 5

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## **RESOLUTION #**

**WHEREAS**, The Board of County Commissioners of Jefferson County is in need of funds to enhance the County's existing Emergency Medical Service; and

**WHEREAS**, there are funds in the approximate amount of \$5,472.00, available to Jefferson County through the Florida EMS County Grant Program which can be used for Emergency Medical Services;

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

The Grant Monies applied for will be used to improve and expand the County's pre-hospital EMS system and not used to supplant existing Jefferson County EMS budget allocations.

**THIS 19th DAY OF September 2019**

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Betsy Barfield, Chairman

Attest:

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Kirk Reams, Clerk of Courts

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**Kirk Reams**  
Interim Clerk of Courts

**Parrish Barwick**  
County Coordinator

**T. Buckingham Bird**  
County Attorney

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