



Jefferson County Board of County Commissioners

Thursday, September 16, 2021 at 6:00 pm

REGULAR SESSION AGENDA

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. General Fund Vouchers

Attachments:

- **GF** (GF_List_of_Vouchers_09.16.21.pdf)

- b. Transportation Fund Vouchers

Attachments:

- **TF** (TF_List_of_Vouchers_09.16.21.pdf)

- c. Minutes

Attachments:

- **Aug. 19, 2021** (BCC_Minutes_08_19_2021.docx)
- **Aug. 5, 2021** (BCC_Minutes_08_05_2021.docx)
- **Sept 2, 2021** (BCC_Minutes_09_02_2021.docx)

- d. Verizon Digital Inclusion

The agreement is part of the documents required for the library to setup and train personnel to administer the MiFi packet program and mobile broadband.

Attachments:

- **Verizon Agreement** (digital_inclusion_authorized_customer_agreement.pdf)

- e. Property Appraiser Budget Amendment

Attachments:

- **Budget** (09-01-2021_BT01_Letter.pdf)

- f. Revision to the Contract with GSG to include Broadband Coordination

- g. SHIP Award Bid

Attachments:

- **BID Tab** (Signed_Bid_Tab_8-5-2021.pdf)
- **Bid Award** (Bid_Award_Recommendation_8-16-2021.docx)

4. GENERAL BUSINESS

a. Major Subdivision Application, Big Woods Plantation: S. Metty/S. Shirley

Attachments:

- **BOCC Memo** (BOCC_Memo-10062014070227.pdf)
- **Letter to Commissioners** (9.14.21_Letter_to_Board_of_County_Commissioners.pdf)
- **Major Subdivision Application** (BigWoods-09012014032105.pdf)
- **SRWMD ERP Permit** (SWMD_ERP_Permit_Exemption.pdf)
- **Survey 2 of 6** (PAGE_2_OF_4.pdf)
- **Survey 3 of 6** (PAGE_3_OF_4.pdf)
- **Survey 5 of 6** (SUPPLEMENTAL_1_OF_2.pdf)
- **Survey 6 of 6** (SUPPLEMENTAL_2_OF_2.pdf)
- **Surveys 1 of 6** (PAGE_1_OF_4.pdf)
- **Surveys 4 of 6** (PAGE_4_OF_4.pdf)

b. Solid Waste Update, Pickney Hill Site: Comm. Tuten/ R. Slack

c. Legislative Priorities Discussion-Comm. Barfield

d. Economic Development Committee: Iron Man Project Final Agreement Approval: Comm. Tuten

Statement of Issue:

This agenda item is presented to the Board on behalf of the Economic Development

Committee to request approval to negotiate terms for project "Iron Man", the sale of 7.11

acres in the Industrial Park (12-1N-4E-0000-006I-0010) at a price no less than \$20,000 per

acre (\$142,200.00) for the construction of a manufacturing warehouse facility within the next

5 years. Terms being negotiated will relate to a credit toward the purchase of the land based

on the number of full-time positions created for a minimum of 5 years after the business is

operational. Contingencies protecting the County if terms are not fulfilled and terms for any

site preparation or utility connection assistance the County may or may not provide.

Background:

The BOCC has in place storm water capacity for up to 90,000 sq. ft of warehouse space and

asphalt for a total of 109,634 sq. ft of impervious surface.

The BOCC has previously authorized a value of \$20,000 per acre for the previous

two

economic development projects (Energizer and Gohlke) as well as a credit toward the land of

\$4,000 per full time position created for a minimum of 5 years.

Attachments:

- **Exhibit A** (ExhibitA-LegalDescrip-Survey.pdf)
- **Exhibit C** (ExhibitC-LetterofAgreement.docx)
- **Exhibit D** (ExhibitD-Cov-Rest_IndustrialPark_06302009.pdf)
- **Iron Man Agreement** (JCBCC-IronMan_Resolution-Draft.docx)
- **Sale and Purchase Contract** (SaleAndPurchaseContract.docx)

e. Dr. Martin Luther King Community Center: Comm. Hall

5. Citizens Request & Input on Non-Agenda Items

(3 Minute Limit Please)

6. CLERK OF COURTS

7. COUNTY COORDINATOR

Information Reports

8. COUNTY ATTORNEY

9. COUNTY COMMISSIONER DISCUSSION ITEMS

10. 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.

**PARTICIPATING IN A COUNTY COMMISSION MEETING: A
CITIZEN'S GUIDE**

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there are two places to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

The second place is near the end of the meeting after the Commission has finished the general business part of its agenda. Again, each speaker is allotted up to 3 minutes. The Commission may enter into discussion of items brought to its attention during this segment of the meeting.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: *Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

Contact: Parrish Barwick, County Coordinator (pbarwick@jeffersoncountyfl.gov 850-342-0287) |
Agenda published on 09/10/2021 at 5:22 PM

REPORT DATE	09/09/2021	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS						PAGE	1
SYSTEM DATE	09/09/2021	LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER						TIME	09:05:43
FILES ID	B							USER	KNEWBERRY
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		
Ard, Shirley & Rudolph,P	09/16/2021	-	130099	09/01/2021	VR	01091621-009	#2-101.1 Overages 08/21	18435.25	.00
		CHECK TO VENDOR==>VENDOR	ARDSHIRL	Ard, Shirley & Rudolph,PA		TOTALS		18435.25	.00
B&B Porta-Toilets, Inc	09/16/2021	-	291885	09/01/2021	VR	01091621-080	Hall Rd Park	95.00	.00
		CHECK TO VENDOR==>VENDOR	B&BPORTA	B&B Porta-Toilets, Inc		TOTALS		95.00	.00
Big Bend Tire	09/16/2021	-	37467	07/30/2021	VR	22091621-115	SolidWaste-TireRepair	20.00	.00
Big Bend Tire	09/16/2021	-	37659	08/11/2021	VR	22091621-116	SolidWaste-TireRepair	50.00	.00
Big Bend Tire	09/16/2021	-	37743	08/17/2021	VR	22091621-117	SolidWaste-TireRepair	150.00	.00
Big Bend Tire	09/16/2021	-	37781	08/18/2021	VR	22091621-118	SolidWaste-TireRepair	45.00	.00
Big Bend Tire	09/16/2021	-	37905	08/26/2021	VR	22091621-119	SolidWaste-ChangeOutRim	45.00	.00
Big Bend Tire	09/16/2021	-	37937	08/30/2021	VR	28091621-055	FireRescue-TireRepair	20.00	.00
Big Bend Tire	09/16/2021	-	37950	08/30/2021	VR	22091621-120	SolidWaste-LawnMowerRepai	12.00	.00
		CHECK TO VENDOR==>VENDOR	BIGBENTI	Big Bend Tire		TOTALS		342.00	.00
Big Bend-Eubanks Termite	09/16/2021	-	238615	09/01/2021	VR	01091621-006	Act#8522	400.00	.00
		CHECK TO VENDOR==>VENDOR	BIGBTERM	Big Bend-Eubanks Termite		TOTALS		400.00	.00
Capital Rubber & Industr	09/16/2021	-	95332	08/20/2021	VR	22091621-098	SolidWaste-Lgth A/C Line	34.00	.00
		CHECK TO VENDOR==>VENDOR	CAPITALR	Capital Rubber & Industri		TOTALS		34.00	.00
Capital Security	09/16/2021	-	20191045	09/07/2021	VR	22091621-100	SolidWaste-TysonRdGate	469.00	.00
		CHECK TO VENDOR==>VENDOR	CAPITALS	Capital Security		TOTALS		469.00	.00
CenturyLink	09/16/2021	-	17430821	08/23/2021	VR	01091621-010	Act#463021743	177.73	.00
CenturyLink	09/16/2021	-	37050821	08/17/2021	VR	19091621-047	Act#444093705	53.99	.00
CenturyLink	09/16/2021	-	37050821	08/17/2021	VR	28091621-046	Act#444093705	53.99	.00
		CHECK TO VENDOR==>VENDOR	CENTLINK	CenturyLink		TOTALS		285.71	.00
City of Monticello	09/16/2021	-	01190821	08/25/2021	VR	01091621-032	Act#00020119	80.67	.00
City of Monticello	09/16/2021	-	01250821	08/25/2021	VR	01091621-002	Act#00050125	7.95	.00
City of Monticello	09/16/2021	-	01330821	08/25/2021	VR	19091621-038	Act#00050133	100.75	.00
City of Monticello	09/16/2021	-	02040821	08/25/2021	VR	22091621-112	Act#00050204	99.15	.00
City of Monticello	09/16/2021	-	02060821	08/25/2021	VR	22091621-113	Act#00050206	12.17	.00
		CHECK TO VENDOR==>VENDOR	CITYMONT	City of Monticello		TOTALS		300.69	.00
Conrad Yelvington Distri	09/16/2021	-	1556841	08/23/2021	VR	01091621-081	Hall Rd-Limerock Base	1165.38	.00
Conrad Yelvington Distri	09/16/2021	-	1557585	08/24/2021	VR	01091621-083	Hall Rd-Limerock Base	589.88	.00
Conrad Yelvington Distri	09/16/2021	-	1558139	08/26/2021	VR	01091621-082	Hall Rd-Limerock Base	872.65	.00

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			CHECK TO VENDOR==>VENDOR	CONRADYE	Conrad	Yelvington	Distrib	TOTALS	2627.91 .00
State of Florida	09/16/2021	-	2U-8245	08/16/2021	VR	01091621-003	#216-3888	82.53	.00
State of Florida	09/16/2021	-	2U-8246	08/16/2021	VR	01091621-004	#216-3888	1.15	.00
			CHECK TO VENDOR==>VENDOR	DEPTMGMT	State of Florida			TOTALS	83.68 .00
Donalson Diesel Performa	09/16/2021	-	9446	08/03/2021	VR	28091621-053	Ambul-Separator,UpperPanK	1176.00	.00
Donalson Diesel Performa	09/16/2021	-	9446	08/03/2021	VR	28091621-054	Ambul-Separator,UpperPanK	751.99	.00
Donalson Diesel Performa	09/16/2021	-	9459	08/04/2021	VR	19091621-039	FireRescue-WiperMotor,Sea	428.67	.00
			CHECK TO VENDOR==>VENDOR	DONALSON	Donalson Diesel Performa			TOTALS	2356.66 .00
Duke Energy	09/16/2021	-	22830821	08/31/2021	VR	19091621-044	Act#6872002283	11.03	.00
Duke Energy	09/16/2021	-	22830821	08/31/2021	VR	28091621-045	Act#6872002283	11.03	.00
Duke Energy	09/16/2021	-	35520821	08/31/2021	VR	01091621-013	Act#0392903552	352.69	.00
Duke Energy	09/16/2021	-	50770821	08/24/2021	VR	01091621-007	Act#7310935077	43.72	.00
Duke Energy	09/16/2021	-	82110821	08/31/2021	VR	01091621-014	Act#1554238211	22.06	.00
Duke Energy	09/16/2021	-	90640821	08/18/2021	VR	01091621-012	Act#3193189064	764.54	.00
			CHECK TO VENDOR==>VENDOR	DUKE	Duke Energy			TOTALS	1205.07 .00
Greene Publishing, Inc.	09/16/2021	-	23997	07/29/2021	VR	01091621-016	RecPark-Front Porch	175.00	.00
			CHECK TO VENDOR==>VENDOR	GREENEPU	Greene Publishing, Inc.			TOTALS	175.00 .00
Gulf Coast Lumber/Supply	09/16/2021	-	100066	08/04/2021	VR	01091621-017	#300166 GrabHook,PVC	17.83	.00
Gulf Coast Lumber/Supply	09/16/2021	-	100303	08/09/2021	VR	01091621-018	#300166 PVC Pipe, Couplin	44.34	.00
Gulf Coast Lumber/Supply	09/16/2021	-	100430	08/11/2021	VR	01091621-020	#300166 Coupling,Connecto	10.76	.00
Gulf Coast Lumber/Supply	09/16/2021	-	100443	08/11/2021	VR	01091621-019	#300166 InsectKiller,Saw	37.96	.00
Gulf Coast Lumber/Supply	09/16/2021	-	100804	08/17/2021	VR	01091621-022	#300166 Concrete Mix	10.20	.00
Gulf Coast Lumber/Supply	09/16/2021	-	100823	08/17/2021	VR	01091621-021	#300166 FlagTape,Stakes	29.38	.00
Gulf Coast Lumber/Supply	09/16/2021	-	100863	08/18/2021	VR	01091621-023	#300166 QuickConnSWTBox	8.66	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101125	08/23/2021	VR	01091621-024	#300166 Coupling,PVC	8.82	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101256	08/25/2021	VR	19091621-048	#300168 Bulbs	7.50	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101256	08/25/2021	VR	28091621-049	#300168 Bulbs	7.49	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101347	08/26/2021	VR	01091621-025	#300166 GorillaGlue,Bags	31.47	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101543	08/30/2021	VR	28091621-052	#300168 Cable Tie	7.99	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101683	09/01/2021	VR	22091621-108	#300166 Disinfectant,Tape	42.42	.00
Gulf Coast Lumber/Supply	09/16/2021	-	101953	09/07/2021	VR	22091621-106	#300166 Key	9.00	.00
			CHECK TO VENDOR==>VENDOR	GULFCOLU	Gulf Coast Lumber/Supply*			TOTALS	273.82 .00
Heritage-Crystal Clean	09/16/2021	-	16972733	08/24/2021	VR	22091621-102	#370795 Used Oil Serv	150.00	.00
			CHECK TO VENDOR==>VENDOR	HERITCRY	Heritage-Crystal Clean			TOTALS	150.00 .00
HiTouch Business Service	09/16/2021	-	33861846	09/02/2021	VR	01091621-088	#391454 Staplers,Scissors	96.18	.00
HiTouch Business Service	09/16/2021	-	73386184	09/02/2021	VR	01091621-087	#391454 File Pocket Folde	18.78	.00

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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
			CHECK TO VENDOR==>VENDOR	HITOUCH	HiTouch Business Services	TOTALS		114.96	.00
Inline Custom Services	09/16/2021	-	7476	09/09/2021	VR 01091621-068	General Maintenance		325.00	.00
			CHECK TO VENDOR==>VENDOR	INLINE	Inline Custom Services	TOTALS		325.00	.00
Jefferson Community Wate	09/16/2021	-	05000821	08/31/2021	VR 22091621-110	Act#0320500		45.06	.00
Jefferson Community Wate	09/16/2021	-	12000821	08/31/2021	VR 19091621-036	Act#0311200		38.79	.00
Jefferson Community Wate	09/16/2021	-	20000831	08/31/2021	VR 01091621-005	Act#0212000		38.50	.00
Jefferson Community Wate	09/16/2021	-	37000821	08/31/2021	VR 19091621-037	Act#0403700		41.64	.00
Jefferson Community Wate	09/16/2021	-	41000821	08/31/2021	VR 22091621-111	Act#0424100		39.36	.00
			CHECK TO VENDOR==>VENDOR	JEFFCOMM	Jefferson Community Water	TOTALS		203.35	.00
Jones Welding & Industri	09/16/2021	-	VM42240	08/26/2021	VR 28091621-051	#58675 Oxygen		106.25	.00
Jones Welding & Industri	09/16/2021	-	00607869	08/31/2021	VR 28091621-050	#58675 Cylinder Rental		495.99	.00
			CHECK TO VENDOR==>VENDOR	JONESWEL	Jones Welding & Industria	TOTALS		602.24	.00
Keith McNeill Plumbing	09/16/2021	-	W97488	08/23/2021	VR 01091621-011	290 Hall Rd-TestBackFlow		210.00	.00
			CHECK TO VENDOR==>VENDOR	MCNEILLK	Keith McNeill Plumbing	TOTALS		210.00	.00
Mobile Communications	09/16/2021	-	70007627	09/01/2021	VR 22091621-114	#9500 GPS		314.25	.00
			CHECK TO VENDOR==>VENDOR	MOBILECO	Mobile Communications	TOTALS		314.25	.00
Monticello Carquest Inc.	09/16/2021	-	38226797	03/09/2021	VR 01091621-029	#253 Hyd Hose-Bulk		57.23	.00
Monticello Carquest Inc.	09/16/2021	-	38237289	08/04/2021	VR 01091621-026	#253 Trolley Jack Stand		77.59	.00
Monticello Carquest Inc.	09/16/2021	-	38237290	08/04/2021	VR 01091621-028	#253 Belt,MatCarpetBlk		91.96	.00
Monticello Carquest Inc.	09/16/2021	-	38237291	08/04/2021	VR 01091621-027	#253 Coupler Repair Kit		15.03	.00
Monticello Carquest Inc.	09/16/2021	-	38238659	08/23/2021	VR 01091621-030	#253 Hyd Oil, Shop Towel		40.05	.00
Monticello Carquest Inc.	09/16/2021	-	38238882	08/26/2021	VR 01091621-031	#253 ShopTowel,Oil,Gloves		59.56	.00
Monticello Carquest Inc.	09/16/2021	-	38239090	08/30/2021	VR 22091621-105	#263 HP Ultra		13.14	.00
Monticello Carquest Inc.	09/16/2021	-	38239158	08/30/2021	VR 22091621-107	#263 Bulbs,TruFuel4Cycle		18.54	.00
Monticello Carquest Inc.	09/16/2021	-	38239239	09/01/2021	VR 22091621-096	#263 Air		99.19	.00
Monticello Carquest Inc.	09/16/2021	-	38239348	09/02/2021	VR 22091621-097	#263 CREDIT		-99.19	.00
Monticello Carquest Inc.	09/16/2021	-	38239489	09/03/2021	VR 22091621-099	#263 Hyd Hose-Bulk		83.38	.00
Monticello Carquest Inc.	09/16/2021	-	38239507	09/04/2021	VR 22091621-109	#263 Jet Spray Nozzle		13.23	.00
			CHECK TO VENDOR==>VENDOR	MONTCARQ	Monticello Carquest Inc.	TOTALS		469.71	.00
TMFM-Monticello*	09/16/2021	-	08272101	08/27/2021	VR 22091621-040	#493060850 Hamlin,Michael		158.03	.00
TMFM-Monticello*	09/16/2021	-	08272102	08/27/2021	VR 22091621-041	#493060850 Hamlin,Michael		.01	.00
TMFM-Monticello*	09/16/2021	-	08272103	08/27/2021	VR 22091621-042	#493125720 Bowser,Christo		175.04	.00
TMFM-Monticello*	09/16/2021	-	08272104	08/27/2021	VR 22091621-043	#493074280 Norton,Kelvin		183.04	.00
			CHECK TO VENDOR==>VENDOR	MONTIFAM	TMFM-Monticello*	TOTALS		516.12	.00
Monticello News	09/16/2021	-	20267	07/30/2021	VR 01091621-015	Parks & Rec-Back to Schoo		35.00	.00
Monticello News	09/16/2021	-	20295	08/04/2021	VR 22091621-092	SolidWaste-Classified		161.18	.00

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Monticello News	09/16/2021	-	20409	08/18/2021	VR 22091621-093	SolidWaste-Classified	161.18	.00	
Monticello News	09/16/2021	-	20532	08/25/2021	VR 22091621-094	SolidWaste-Classified	161.18	.00	
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News							TOTALS	518.54	.00
Morris Petroleum, Inc*	09/16/2021	-	09072101	09/07/2021	VR 22091621-101	SolidWaste-CardlockKey	6.00	.00	
CHECK TO VENDOR==>VENDOR MORRISPE Morris Petroleum, Inc*							TOTALS	6.00	.00
Mowrey Elevator Co. of F	09/16/2021	-	744567	09/01/2021	VR 01091621-072	Act#600483 Monthly Billin	189.87	.00	
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL							TOTALS	189.87	.00
Office Depot*	09/16/2021	-	19428517	08/31/2021	VR 01091621-074	Act#41599691 Envl,Folder	55.41	.00	
Office Depot*	09/16/2021	-	19428517	08/31/2021	VR 01091621-075	Act#41599691 Paper	41.18	.00	
Office Depot*	09/16/2021	-	19428517	08/31/2021	VR 01091621-076	Act#41599691 WallSign	14.99	.00	
Office Depot*	09/16/2021	-	19428517	08/31/2021	VR 01091621-077	Act#41599691 Sugar	7.68	.00	
Office Depot*	09/16/2021	-	19428517	08/31/2021	VR 01091621-078	Act#41599691 Paper	85.30	.00	
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*							TOTALS	204.56	.00
Pitney Bowes Global	09/16/2021	-	31049237	08/26/2021	VR 01091621-090	#0016224117 #3104923785	87.61	.00	
Pitney Bowes Global	09/16/2021	-	31049237	08/26/2021	VR 01091621-091	#0016224117 #3104923785	87.62	.00	
CHECK TO VENDOR==>VENDOR PITBOGLO Pitney Bowes Global							TOTALS	175.23	.00
Potty Man Portables	09/16/2021	-	99743	09/13/2021	VR 01091621-086	Library-HandWashingStatio	125.00	.00	
CHECK TO VENDOR==>VENDOR POTTYMAN Potty Man Portables							TOTALS	125.00	.00
Jefferson Co. Road Dept.	09/16/2021	-	08312104	09/01/2021	VR 22091621-103	Solid Waste Fuel	7884.04	.00	
Jefferson Co. Road Dept.	09/16/2021	-	08312106	09/01/2021	VR 01091621-084	Building Dept Fuel	363.27	.00	
Jefferson Co. Road Dept.	09/16/2021	-	08312107	09/01/2021	VR 01091621-073	Extension Fuel	659.99	.00	
Jefferson Co. Road Dept.	09/16/2021	-	08312109	09/01/2021	VR 01091621-035	Recreation Fuel	713.29	.00	
Jefferson Co. Road Dept.	09/16/2021	-	08312111	09/01/2021	VR 01091621-079	Mosq Ctrl Fuel	320.96	.00	
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.							TOTALS	9941.55	.00
South Georgia Clinic	09/16/2021	-	1935307	09/01/2021	VR 01091621-085	Jeff Cnty Spay/Neuter	25.00	.00	
CHECK TO VENDOR==>VENDOR SOUTHGAC South Georgia Clinic							TOTALS	25.00	.00
Standard Insurance Co.	09/16/2021	-	08162101	08/16/2021	VR 01091621-001	#001436380003 JCBOCC	730.59	.00	
CHECK TO VENDOR==>VENDOR STANDINS Standard Insurance Co.							TOTALS	730.59	.00
State Attorney's Office	09/16/2021	-	09082101	09/08/2021	VR 01091621-089	IT Position	3791.69	.00	
CHECK TO VENDOR==>VENDOR STATTYOF State Attorney's Office							TOTALS	3791.69	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Talquin Portable Restroo	09/16/2021	-	21-59967	06/14/2021	VR 01091621-033	Monthly Rental	214.00	.00
Talquin Portable Restroo	09/16/2021	-	21-61121	08/09/2021	VR 01091621-034	Monthly Rental	214.00	.00
CHECK TO VENDOR==>VENDOR TALQUINR Talquin Portable Restroom TOTALS							428.00	.00
TC Delivers Mail Solutio	09/16/2021	-	8215868	08/26/2021	VR 01091621-071	2021 Trim	1457.31	.00
CHECK TO VENDOR==>VENDOR TCDELIVE TC Delivers Mail Solution TOTALS							1457.31	.00
UniFirst Corporation	09/16/2021	-	0240072	09/02/2021	VR 01091621-008	Cust#1311916	125.45	.00
UniFirst Corporation	09/16/2021	-	0240264	09/02/2021	VR 22091621-095	Cust#1237569	145.37	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS							270.82	.00
Veolia ES Tech Solutions	09/16/2021	-	W1615780	08/25/2021	VR 22091621-104	#205152/1 FluorescentLamp	1648.80	.00
CHECK TO VENDOR==>VENDOR VEOLIAES Veolia ES Tech Solutions TOTALS							1648.80	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-057	#222501100-1 #9886887611	20.62	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-058	#222501100-1 #9886887611	49.88	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-059	#222501100-1 #9886887611	49.88	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-060	#222501100-1 #9886887611	51.56	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-061	#222501100-1 #9886887611	.23	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-062	#222501100-1 #9886887611	87.63	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-065	#222501100-1 #9886887611	.23	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 01091621-066	#222501100-1 #9886887611	75.95	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 19091621-063	#222501100-1 #9886887611	108.44	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 22091621-067	#222501100-1 #9886887611	270.79	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR 28091621-064	#222501100-1 #9886887611	108.44	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							823.65	.00
WaukeenaH Fertlizer	09/16/2021	-	15821	08/30/2021	VR 28091621-056	FireRes-RanchhandLegendFr	1550.00	.00
CHECK TO VENDOR==>VENDOR WAUKFERT WaukeenaH Fertlizer TOTALS							1550.00	.00
W.E.C. Air Cond & Heatin	09/16/2021	-	1551	08/30/2021	VR 01091621-070	ReplaceThermostat@Sheriff	384.00	.00
CHECK TO VENDOR==>VENDOR WECAIR W.E.C. Air Cond & Heating TOTALS							384.00	.00
2k webgroup	09/16/2021	-	9636	09/01/2021	VR 01091621-069	Maint & Hosting	236.45	.00

REPORT DATE 09/09/2021
SYSTEM DATE 09/09/2021
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 6
TIME 09:05:43
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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
		CHECK TO VENDOR==>	VENDOR 2KWEBGRO	2k	webgroup	TOTALS	236.45	.00
			CASH ACCOUNT #	011010000		TOTALS	52496.48	.00
			BANK ACCOUNT #	0101001611		TOTALS	52496.48	.00
					FINAL REPORT	TOTALS	52496.48	.00

REPORT DATE 09/09/2021
SYSTEM DATE 09/09/2021
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 7
TIME 09:05:43
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SUMMARY PAGE INFORMATION

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END OF REPORT

REPORT DATE	09/09/2021	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS						PAGE	1
SYSTEM DATE	09/09/2021	LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER						TIME	09:06:42
FILES ID	B							USER	KNEWBERRY
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L	CASH ACCOUNT-111010000				CASH-CHECKING-CO	TRANS		
AG-PRO Companies	09/16/2021	-	P24967	08/31/2021	VR	11091621-010	JEFFE017 Sensor,Element	386.04	.00
		CHECK TO VENDOR==>	VENDOR AGPRO			AG-PRO Companies	TOTALS	386.04	.00
City of Monticello	09/16/2021	-	01120821	08/25/2021	VR	11091621-005	Act#00050112	55.03	.00
		CHECK TO VENDOR==>	VENDOR CITYMONT			City of Monticello	TOTALS	55.03	.00
Crystal Springs	09/16/2021	-	08252101	08/25/2021	VR	11091621-012	#671493115070266	68.41	.00
		CHECK TO VENDOR==>	VENDOR CRYSTALS			Crystal Springs	TOTALS	68.41	.00
First Call Truck Parts	09/16/2021	-	94872	08/27/2021	VR	11091621-011	#4505 Bulk Gallon Def	354.85	.00
		CHECK TO VENDOR==>	VENDOR FIRSTCAL			First Call Truck Parts	TOTALS	354.85	.00
Grubbs Petroleum, Inc*	09/16/2021	-	195910	08/31/2021	VR	11091621-013	Road Dept Fuel	17838.22	.00
		CHECK TO VENDOR==>	VENDOR GRUBBSPE			Grubbs Petroleum, Inc*	TOTALS	17838.22	.00
Ingram Signalization Inc	09/16/2021	-	2141-003	08/26/2021	VR	11091621-002	Maintain Street Lights	2519.50	.00
		CHECK TO VENDOR==>	VENDOR INGRAMSI			Ingram Signalization Inc.	TOTALS	2519.50	.00
Mobile Communications	09/16/2021	-	70007633	09/01/2021	VR	11091621-004	#9501 GPS	523.75	.00
		CHECK TO VENDOR==>	VENDOR MOBILECO			Mobile Communications	TOTALS	523.75	.00
Monticello Carquest Inc.	09/16/2021	-	38239286	09/01/2021	VR	11091621-008	#132 Belt	15.20	.00
Monticello Carquest Inc.	09/16/2021	-	38239287	09/01/2021	VR	11091621-009	#132 CREDIT	-15.20	.00
Monticello Carquest Inc.	09/16/2021	-	38239288	09/01/2021	VR	11091621-007	#132 Belt	15.20	.00
		CHECK TO VENDOR==>	VENDOR MONTCARQ			Monticello Carquest Inc.	TOTALS	15.20	.00
O'Reilly Automotive, Inc	09/16/2021	-	5-484597	08/26/2021	VR	11091621-006	#2834089 Filters,16"Pushe	176.46	.00
		CHECK TO VENDOR==>	VENDOR OREILLY			O'Reilly Automotive, Inc.	TOTALS	176.46	.00
UniFirst Corporation	09/16/2021	-	02400087	09/02/2021	VR	11091621-003	Cust#1508769	222.60	.00
		CHECK TO VENDOR==>	VENDOR UNIFIRST			UniFirst Corporation	TOTALS	222.60	.00
Verizon Wireless	09/16/2021	-	98868876	08/23/2021	VR	11091621-001	#222501100-1 #9886778611	182.76	.00
		CHECK TO VENDOR==>	VENDOR VERIZONW			Verizon Wireless	TOTALS	182.76	.00
Waukeelah Fertilizer	09/16/2021	-	15833	08/30/2021	VR	11091621-014	Oil	1009.75	.00

REPORT DATE 09/09/2021
SYSTEM DATE 09/09/2021
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 2
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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Waukeenaah Fertlizer	09/16/2021	-	15839	08/30/2021	VR 11091621-015	JEFFCR CREDIT	-132.00	.00
		CHECK TO VENDOR==>VENDOR WAUKFERT Waukeenaah Fertlizer				TOTALS	877.75	.00
			CASH ACCOUNT # 111010000			TOTALS	23220.57	.00
			BANK ACCOUNT # 0101006511			TOTALS	23220.57	.00
						FINAL REPORT TOTALS	23220.57	.00

REPORT DATE 09/09/2021
SYSTEM DATE 09/09/2021
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 3
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SUMMARY PAGE INFORMATION

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END OF REPORT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Regular Session

August 19, 2021

6:00 P.M.

The Board met this date in regular session. Present were Chairman Stephen Walker, Commissioners Betsy Barfield, Eugene Hall, JT Surles and Chris Tuten. Also present were County Attorneys Buck Bird and Scott Shirley and Clerk of Court Kirk Reams.

1. Chairman Walker called the meeting to order. Commissioner Hall led the invocation and pledge of allegiance.
2. Alan Amidom, with Florida State University Recreation Department, gave a PowerPoint presentation on different suggestions for our parks and recreation.
3. Citizen Charlie Cook addressed the Board regarding his poor internet service. He requested that a representative from CenturyLink attend a future meeting to address the Board and field questions. Commissioner Surles stated he would reach out to a contact at CenturyLink to see if someone could attend a future meeting.
4. **On motion by Commissioner Surles, second by Commissioner Tuten and unanimously carried, the consent agenda—consisting of the approval of agenda, General Fund and Transportation Vouchers and Minutes from the July 15th, 2021 Regular Session—was approved.**
5. Commissioner Tuten gave an update on the Recreation Park. He presented recommendations from the Rec Park Board for discussion. **On motion by Commissioner Surles, seconded by Commissioner Hall and unanimously carried, the Board approved the recommendations.**
6. David Jahosky with GSG addressed the Board regarding the American Rescue implementation plan and noted key dates and reporting that would be performed as necessary.
7. Commissioner Tuten introduced the cattle gap item for Pete Brown Road. The Board discussed the cost for the cattle gap. Richard Connell, with G*FAST, stated he could provide materials and installation of the cattle gap at no cost to the county. The consensus of the Board was to let Mr. Connell proceed.
8. Clerk of Court Kirk Reams introduced the Road Bond Road List item. He stated the list had been sent to all Commissioners for review. Commissioner Surles provided several roads to be included on the list. **On motion by Commissioner Barfield, seconded by Commissioner Tuten and unanimously carried, the Board approved the road list with the additions from Commissioner Surles.**
9. Commissioner Tuten introduced the Florida Jobs Growth Grant Resolution. Clerk of Court Kirk Reams explained that the resolution was in the support of the City of Monticello, who had applied for this grant. **On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the Board approved the resolution.**
10. County Coordinator Parrish Barwick presented the SHIP annual report to the Board. **On motion by Commissioner Surles, seconded by Commissioner Hall and unanimously carried, the Board approved the annual report.**

11. Clerk of Court Kirk Reams introduced a possible RFQ for architectural services. He noted several items recently such as the jail roof and water intrusion where an architect on retainer would have been beneficial. He requested the Board put together a committee to draft an RFQ for architectural services. **On motion by Commissioner Hall, seconded by Commissioner Barfield and unanimously carried, the Board approved moving forward.**
12. Chairman Walker opened up the public hearing for the second and final hearing of the temporary use permit, ordinance no. 2021-081321-01. County Attorney Scott Shirley provided an overview of the permit. On motion by Commissioner Barfield, seconded by Commissioner Surles and unanimously carried, the Board approved the temporary use permit. Chairman Walker closed the public hearing on this matter.
13. Chairman Walker opened up the public hearing for the first hearing of the Flood Ordinance Language update, ordinance no. 2021-090221-01. Attorney Scott Shirley read the ordinance and provided an overview. The Board provided input to Mr. Shirley and made several modifications to the update. On motion by Commissioner Barfield, seconded by Commissioner Surles and unanimously carried, the Board approved the modifications and set the second hearing for the next meeting. Chairman Walker closed the public hearing.
14. County Coordinator presented the County EMS grant resolution. On motion by Commissioner Surles, seconded by Commissioner Barfield and unanimously carried, the Board approved the grant resolution.
15. Clerk of Court Kirk Reams announced that the SCRAP/SCOP/CIGP updates would be forthcoming from FDOT and he would be providing information to the Board at a future meeting. He also noted that the county's subsequent request for SCRAP/SCOP/CIGP would need to be vetted and sent to FDOT prior to the end of the calendar year in order to have it prioritized and funded in the next legislative session.
16. Clerk of Court Kirk Reams read Supervisor of Elections Marty Bishop's retirement letter.
17. County Attorney Scott Shirley stated that the Legislature may try to make changes to the statewide solar ordinance in the next session, which could impact our local ordinances.
18. Commissioner Surles recommended the Board put something together for Mr. Bishop's years of service to Jefferson County.
19. Commissioner Tuten read a letter to the Board regarding the bullying of County staff.
20. **On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the meeting was adjourned.**

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

Stephen Walker, Chairman

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
August 5, 2021
6:00 P.M.

The Board met this date in regular session. Present were Chairman Stephen Walker, Commissioners Betsy Barfield, Eugene Hall, JT Surles and Chris Tuten. Also present were County Attorneys Buck Bird and Scott Shirley and Clerk of Court Kirk Reams.

1. Chairman Walker called the meeting to order and led the invocation and pledge of allegiance.
2. Commissioner Surles informed the Board that local business owner Tom Randle was requesting a letter of support for Main Street Monticello from the Board of County Commissioners.
3. Commissioner Barfield requested that item (3e), Evans Corner Final Plat Approval, be pulled from the Consent Agenda for discussion. Commissioner Hall requested that POW/MIA Display discussion be placed on the agenda. **On motion by Commissioner Surles, second by Commissioner Tuten and unanimously carried, the consent agenda—consisting of the approval of agenda as amended, General Fund and Transportation Vouchers, MOA Big Bend Transit and EOC, Community Emergency Management Plan and Jefferson County Small Grants and Non-Profits Awards—was approved.**
4. Commissioner Hall introduced the discussion on the POW/MIA display and stated he had been communicating with Veterans Affairs Coordinator Alvin Swilley about a possible POW/MIA display at the Courthouse. **On motion by Commissioner Surles, second by Commissioner Tuten and unanimously carried, the Board agreed to look into a possible display at the Courthouse Annex.**
5. Commissioner Barfield introduced the Verizon Digital Inclusion item. Richard Spurrier, Loren Pruitt and Russ Carrier with Verizon addressed the Board regarding the different programs and price points for students and low income residents. Commissioner Surles asked if the service provided by these programs are an improvement from the current service, to which Verizon answered the service provided would be the same.
6. Commissioner Barfield introduced the Broadband Feasibility item and stated the Board needed to change the scope of the RFQ. **On motion by Commissioner Tuten, seconded by Commissioner Surles and unanimously carried, the Board modified the scope of the broadband feasibility study.**
7. Commissioner Barfield introduced Richard Spurrier, with Verizon, stated there may be potential grant dollars for emergency connectivity related to natural disasters and suggested the Board or its designee visit sam.gov for further information.
8. Planning Official Shannon Metty introduced the American Rescue Plan grant consultant award. She stated that two groups bid on the consulting contract (Langton and Governmental Services Group) but that GSG was scored higher. **On motion by**

Commissioner Hall, seconded by Commissioner Tuten and unanimously carried, GSG was approved as the grant consultant for the American Rescue Plan.

9. Attorney Scott Shirley discussed the ADA Compliance policy. He noted several changes to the ADA policy based on Commissioner recommendations.
10. Commissioner Hall introduced citizen Paul Henry who gave a presentation on the cost/benefit of newly adopted Solid Waste Department operations.
11. Solid Waste Director Beth Letchworth gave an update on her department. She made several recommendations for the Lloyd site, including expanding the days of service to seven days and also having it open from 6:30 am to 7:00 pm. She also noted this new change in hours would necessitate closing the gate at night. Commissioner Barfield expressed displeasure with the suggested changes. **On motion by Commissioner Surles, seconded by Commissioner Tuten and carried 3 to 2 (Barfield, Walker opposed), the Board accepted the above recommendations.** Commissioner Tuten suggested three-month trial with roll off containers at the Lamont, Fulford, Bassett Dairy and Wacissa collection sites. **Commissioner Tuten made a motion to have roll offs at these sites, to which Commissioner Surles seconded for discussion.** Commissioner Barfield stated she would also like a roll off container at the Lloyd collection site. **Commissioner Tuten made an amendment to his motion to include Lloyd, to which Commissioner Walker amended his second. The motion carried 4 to 1 (Hall opposed).**
12. Clerk of Court Kirk Reams introduced the Road Priority item and stated he would be bringing an updated list back to the Board at the next meeting. Commissioner Barfield requested that Hayfield Spur Road be updated to include the entire length of the road and also requested that Lafitte Lukens Road and Miller Road be added to her district list. **On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the Board requested Clerk Reams bring back the amended list to the next meeting.**
13. County Attorney Scott Shirley introduced the Floodplain Ordinance item and provided the first reading of the ordinance.
14. Commissioner Barfield presented the letter of support for Langton Consultants. It was the consensus of the Board to proceed with the letter of support.
15. Planning Official Shannon Metty discussed the Evans Corner Final Plat item. She noted that the large lots would be used recreationally and the flood plain should not be an issue. **On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the Board approved the final plat.**
16. Sheriff Mac McNeill gave an update on the patrol program funded by the Board.
17. Clerk of Court Kirk Reams presented the Board with an invitation from Trulieve to tour their facility. It was the consensus of the Board to wait until the City met, so that the City Council members could tour at the same time as the County Commissioners.
18. Planning Official Shannon Metty informed the Board that the playground project at the Recreation Park is underway.

19. County Coordinator Parrish Barwick noted there may be an opioid settlement in the years ahead that may mirror the tobacco settlements of the past.
20. **On motion by Commissioner Surles, seconded by Commissioner Tuten and unanimously carried, the meeting was adjourned.**

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

Stephen Walker, Chairman

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Regular Session
September 2, 2021
6:00 P.M.

The Board met this date in regular session. Present were Chairman Stephen Walker (via Zoom), Commissioners Betsy Barfield, Eugene Hall, JT Surles and Chris Tuten (via Zoom). Also present were County Attorneys Buck Bird and Scott Shirley and Clerk of Court Kirk Reams.

1. Commissioner Hall called the meeting to order. Commissioner Hall led the invocation and pledge of allegiance.
2. **On motion by Commissioner Surles, second by Commissioner Barfield and unanimously carried, the consent agenda—consisting of the approval of agenda, General Fund and Transportation Vouchers—was approved.**
3. Planning Official Shannon Metty (via Zoom) gave an update on the NextEra projects. She noted that they were still in the planning phases of the Rec Park and Energy Conservation projects. She requested the Board move to commit some of the NextEra funds to the project as listed in the handout. **On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the Board approved committing funds to these projects.**
4. Commissioner Hall opened the second public hearing of the Flood Plain Ordinance. County Attorney Shirley read the ordinance and gave a brief overview. There was no input from the public. **On motion by Commissioner Surles, seconded by Commissioner Barfield and unanimously carried, the Board approved the second reading of the ordinance.** Commissioner Hall closed the public hearing.
5. Commissioner Surles introduced the letter of support to Main Street item. He also introduced local business owners Tom and Victoria Randle. Mrs. Randle is the current president of Main Street. She gave an overview of what Main Street does for the community and local businesses. Mrs. Randle introduced Don Burdick, the newly hired Executive Director of Main Street. Mr. Burdick further discussed the merits of Main Street and his excitement to be in the new position.
6. Citizen Paul Henry addressed the Board regarding the Solid Waste Department. He stated his belief that Solid Waste is inefficient and they are spending more money with the new organizational changes. He asked if the Board would review the documentation he previously submitted.
7. Citizen Charlie Cook addressed the Board again regarding CenturyLink's poor internet connectivity requested the Board have a representative from their agency attend a future meeting.
8. Clerk of Court Kirk Reams gave an update on multiple grants. He stated the bridge SCOP on Boston Highway was underway and that the Waukeena Highway bridge was the next bridge project tabbed for the County. He also gave an update on the road paving grants being reviewed by FDOT and discussed the current FRDAP grant for the horse arena as well as a future one he was applying for. He also discussed a grant opportunity for the A Building.
9. Clerk of Court Kirk Reams reminded the Board about scheduling a time with City Officials to tour the Trulieve facility. Two potential time/dates were prior the next regular board sessions at 4 pm.

10. Clerk of Court Reams also reminded the Board of the tentative budget hearing on September 16th at 5:30 and the final budget hearing on September 28th at 6 pm.
11. Clerk of Court Reams provided an update on the meeting earlier in the day with Representative Jason Shoaf and asked the Board to compile its legislative priorities.
12. County Coordinator Parrish Barwick gave an update on Road Department operations and stated some of the work needed has been stalled due to wet weather conditions.
13. Commissioner Tuten inquired about the status of reviewing applicants and interviewing for the soon-to-be-vacated Solid Waste Director position. County Coordinator Parrish Barwick stated this process was underway.
14. Commissioner Surles asked County Coordinator Barwick to look into the possibility or need for a boom mower for the Road Department.
15. **On motion by Commissioner Barfield, seconded by Commissioner Surles and unanimously carried, the meeting was adjourned.**

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

Stephen Walker, Chairman

ATTEST:

Kirk Reams, Clerk of Court

**VERIZON WIRELESS
DIGITAL INCLUSION PROGRAM
AUTHORIZED CUSTOMER AGREEMENT**

THIS AGREEMENT ("Authorized Customer Agreement" or "Agreement") is made by and between Celco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement ("Verizon" or "Verizon Wireless") and

, having its principal place of business at
("Authorized Customer" or "Customer"), a Purchasing Entity (as defined below). Verizon and Authorized Customer may be referred to individually as "Party" and collectively as the "Parties."

WHEREAS, Verizon has launched a Digital Inclusion Program ("Program") providing wireless broadband and voice services to underserved communities;

WHEREAS, the Program makes certain mobile broadband and voice service plans and equipment available for purchase by state agencies, political subdivisions, and not-for-profit entities for use by Eligible Users (as defined below);

WHEREAS, Verizon entered into an agreement with the State of Georgia Department of Education ("GA-DOE Agreement") where Verizon agreed to extend negotiated pricing for Program products and services to Georgia, Alabama, Arkansas, Florida, Kentucky, Mississippi, New Jersey, North Carolina, Tennessee, Virginia, or West Virginia state agency, political subdivision, or not-for-profit entity (each a "Purchasing Entity" and collectively "Purchasing Entities"); and

WHEREAS, Authorized Customer seeks to Purchase, and Verizon Wireless has agreed to make available for sale to Customer Program products and services under the terms provided in this Agreement.

NOW THEREFORE, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows.

1. DEFINITIONS

1.1. Effective Date: The date that this Agreement is signed by the last Party to sign below.

1.2. Eligible Users (individually "Eligible User") means those individuals served by Customer who (i) participate in the National School Lunch Program, (ii) are Pell Grant recipients, or (iii) are members of households (as defined by federal tax guidelines) with a household income that is lower than 135% of the income designated by the Federal Poverty Guidelines.

1.3. Legal Notice: A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.

1.4. Products and Services: The plans, features, products and services described below and set forth in Exhibit A.

1.5. Program. Means the Verizon Digital Inclusion Program described above.

2. TERM OF AGREEMENT

This Agreement term shall commence on the Effective Date, and shall continue until June 30, 2022 or such earlier or later date the GA-DOE Agreement terminates. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement. Either Party may terminate this Agreement on ninety (90) days prior written notice, provided, however, that the obligations concerning minimum line term will continue to apply as further provided in the Agreement.

3. PURCHASES BY CUSTOMER

During the term of the Agreement, Customer may purchase Products and Services under this Agreement for use by Eligible Users subject to the pricing conditions and terms of this Agreement. The Customer will be solely responsible

for ensuring that it only makes Products and Services purchased under the terms of this Agreement available for use by individuals meeting the criteria for an Eligible User. If Verizon Wireless determines that Products and Services are being used outside the scope of this subsection or this Agreement, Verizon Wireless reserves the right, without liability or right of refund, to terminate this Agreement, to cease providing the Products and Services that are being used out of scope, to reset the pricing for the Products and Services used out of scope to commercial rates then in effect retroactive to the date Verizon Wireless began providing the Products and Services, or to do any combination of the foregoing.

The Authorized Customer hereby agrees that GA-DOE assumes no liability for purchases or obligations under this Agreement, and Customer is solely liable for all obligations and payments associated with its purchase of Products and Services under this Agreement. Authorized Customer further agrees that it is only a beneficiary of the pricing under the GA-DOE Agreement, subject further to the pricing condition described below, and no other provision. However, in order for the Authorized Customer to benefit from pricing under the GA-DOE Agreement, the Authorized Customer acknowledges and agrees to the disclosure by Verizon of Authorized Customer limited account information, including but not limited to, the number of activations completed by Customer under this Agreement, as part of Verizon Wireless' contractual reporting requirements to GA-DOE.

4. PRICING CONDITION

Pricing is conditioned on having in the aggregate and maintaining no less than 10,000 active and billing lines of service under, or based on pricing extended by (including under this Agreement), the GA-DOE Agreement for Distance Learning Initiative and the Digital Inclusion Program combined ("Combined Lines"). Should the Combined Lines fall below 10,000 active and billing lines, the DI Products and Services then in effect will be moved to commercial rates. Verizon will notify Customer as soon as reasonably practicable if the Combined Lines fall below 10,000 active and billing lines. The Customer shall not have any right of audit with respect to the Combined Lines, but may request that Verizon certify in writing that the Combined Lines have fallen below 10,000 active and billing lines.

5. SUBSCRIBER/CUSTOMER OF RECORD AND PRIVACY NOTICE

The Customer will be the customer of record under all Products and Services it purchases. It will also be solely responsible for ensuring compliance with privacy disclosure and consent obligations with respect to the Eligible Users regarding the Customer's access to Products and Services usage records. At a minimum, the Customer must:

- 5.1.** Notify the Eligible User that the Customer, and not the Eligible User, is the Customer of record under the Products and Services;
- 5.2.** Notify the Eligible User that, as the customer of record under the Products and Services, the Customer will have the ability to view, monitor, and access all Products and Services usage records, including telephone call detail records (telephone numbers called, and time, date and duration of calls), and the location of Products and Services, and date stamp and recipient number of text messages;
- 5.3.** Secure the Eligible User's acknowledgement of and consent to the foregoing; and
- 5.4.** Take such other action as necessary to ensure compliance with applicable privacy and other laws concerning the Eligible User.

6. MOBILE DEVICE MANAGEMENT

Customer is solely responsible for provisioning the Products and Services with a mobile device management software for compliance with the Children's Internet Protection Act where compliance is required.

7. DEVICES

- 7.1. Shipping; Risk of Loss; Acceptance of Devices from Verizon:** Title and risk of loss pass to Customer, and your acceptance occurs, when Verizon Wireless delivers the Device(s) at the address designated on your order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Devices to you within five business days of receipt of order, subject to availability. Customer may exchange any Device or return it within thirty (30) days from acceptance. Devices provided under the Subsidized Jetpack Plan must be activated within thirty (30) days of

delivery.

7.2. Devices Not Provided by Verizon Wireless: You may activate Devices not purchased from us ("Third Party Device(s)"), but such Third Party Devices must be on our approved Device list when you activate them. All Third Party Devices supporting 4G or higher data transmission services must be compatible with our Over the Air ("OTA") parameter administration ("OTAPA") and our OTA service provisioning ("OTASP"), to allow remote configuration of services on the Third Party Devices, including service activation and access on the Verizon network and our roaming partners' network(s). All Third Party Devices utilizing LTE for M2M transmission must be compatible with our OTA device management ("OTADM") or Lightweight M2M ("LWM2M") protocol, as applicable, which allows you to remotely manage Third Party Devices in the field and also allows for firmware updates, enabling of services, and application of configuration updates to your Third Party Devices by us. We shall have the right to perform firmware updates over the air ("FOTA"), as applicable on all Third Party Devices, and to access data Devices via OTAPA and OTADM for several purposes, including: (i) terminating interference with the Verizon network at a charge of \$25.00 per terminated Device, and (ii) updating the preferred roaming list. You are responsible for (1) ensuring the Third Party Device has the latest necessary security software and original equipment manufacturer ("OEM") firmware by subscribing to device security and FOTA services, and (2) all data charges associated with a device security or firmware upgrade. Third Party Device providers establish their own terms and conditions for the sale of Devices, and we have no control over their charges, terms or return policies. You must ensure you register third-party Devices with the OEM. We are not responsible for any claims related to such Third Party Devices or your use of them. Third Party Devices that we have not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner you do not intend, and may attempt to continue to register on our network after termination. Such activities may result in additional charges for which you will be responsible.

8. WIRELESS SERVICE TERMS

8.1. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Device or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Devices that are approved to operate on our network. Customer acknowledges that in some areas, Wireless Service may be provided by a third-party roaming carrier, subject to our agreements with such carriers. Data service on these roaming carriers' networks may be limited or slowed. Third-party roaming carriers are not our affiliates or subcontractors, and we bear no liability for their network performance or their actions or omissions. Customer must activate your Devices within the areas served by the Verizon Wireless owned and operated network in the United States and must deploy Customer's fixed-location Devices within these areas. Customer's mobile Devices may be used to roam on the networks of our roaming partners in the United States and, if permitted by your plan, other countries, but must be primarily used on our owned and operated networks in the United States. We reserve the right to terminate any Government Subscriber lines and M2M Lines that are not primarily used on our owned and operated network.

8.2. Enhancement of Wireless Service: Customer must obtain our approval and written agreement before installing, deploying or using any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Verizon Wireless may terminate Customer's Government Subscriber lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.

8.3. Use of Wireless Service and Devices; MTNs; SIMs: In order to protect our network, operations, and other customers, we may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate this Agreement, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by the applicable terms of the Products or Services; or (c) in a manner that, in our sole discretion, has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of

the Wireless Service to transmit, receive, store or process its data in compliance with applicable laws and regulations. Customer may only use Wireless Service on unmanned aerial vehicles (UAVs) with Devices and plans that Verizon Wireless has designated and approved for such use. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Device requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card.

8.4. Termination, Suspension or Limitation of Wireless Service or Agreement: Verizon Wireless can, immediately and without notice, limit, suspend or terminate Customer’s Wireless Service or the Agreement for any good cause, including, but not limited to: (1) if you: (a) breach this Agreement; (b) use your Wireless Service for any illegal, improper or fraudulent purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (c) are unable to pay us or go bankrupt; or (d) default under any device financing agreement with Verizon Wireless; or (2) if Customer, any user of Customer’s Device or any Point of Contact on Customer’s account: (a) threaten or harass our representatives; or (b) modify Customer’s Device from its manufacturer’s specifications. We can also temporarily limit Customer’s Wireless Service for any operational or governmental reason.

8.5. Line Term. Once you complete a Line Term, the line will be on a month-to-month basis

9. NO RESALE
 Absolutely no reselling of Products or Services is permitted.

10. CUSTOMER POINTS OF CONTACT
 The individuals listed in the table below have legal authority to complete purchases under this Authorized Customer Agreement (“Points of Contact”). Unless Customer notifies Verizon Wireless in writing, these Points of Contact will have full authority to handle all matters related to this Authorized Customer Agreement. The person signing this Authorized User Agreement is automatically designated as a Point of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Verizon Wireless’s letter of agency naming the third party and indicating the scope of its authority.

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email

Authorized User FEIN Number: _____
 Verizon Wireless Sales Representative, Name/Phone/GID: _____

11. MONTHLY BILLS
 Customer’s billing and shipping addresses must be in Verizon Wireless’s licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the “Taxes; Surcharges; Exemptions” section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

12. DISPUTED CHARGES

Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

13. PAYMENT TERMS

Customer is required to pay undisputed charges within thirty (30) days of the date of each bill.

14. FAILURE TO PAY

If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in this Agreement.

15. TAXES; SURCHARGES; EXEMPTIONS

All prices are exclusive of taxes, fees, and surcharges. If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

16. REPRESENTATIONS AND WARRANTIES

Customer represent and warrant to Verizon Wireless that:

- 16.1.** Customer has full power and authority to carry out all the transactions contemplated by this Agreement;
- 16.2.** Customer has taken all requisite organization action to approve the execution, delivery and performance of this Agreement;
- 16.3.** This Agreement constitutes a legal, valid and binding obligation enforceable against Customer in accordance with its terms;
- 16.4.** Neither the execution or the delivery of this Agreement nor the performance of the transactions contemplated by it will conflict with, or result in any violation or default under, any term of any agreement or law by which State or its actions hereunder are bound; and
- 16.5.** There is no requirement for Customer to purchase the Products or Services through competitive solicitation or such requirement has been duly waived by the appropriate authority.

17. LIMITATION OF DAMAGES

NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY

INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

18. ASSIGNMENT

Any assignment requires the Parties' prior written consent, which shall not be unreasonably withheld, except that Verizon may assign this Agreement to any affiliate without Customer's consent (with an affiliate being an entity that controls, is controlled by, or is under common control with Verizon Wireless). The Parties agree that this Agreement shall be for the benefit of and binding on their respective successors and permitted assigns.

19. FORCE MAJEURE

Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

20. NOTICES

Verizon Wireless will provide notice of most issues related to the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer:

Customer:

Contact Name:

Title:

Address

Address

If to Verizon:

Verizon Wireless

Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

21. GOVERNING LAW

Both Parties agree that the laws of the state where Authorized Customer is located shall govern the validity, construction and performance of this Agreement.

22. WAIVER; SEVERABILITY; SURVIVAL

No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

23. COUNTERPARTS

Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

24. ENTIRE AGREEMENT

The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.

SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary organizational action; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

Customer:		Cellco Partnership d/b/a Verizon Wireless	
Signature:	Date:	Signature:	Date:
Printed Name:		Printed Name: Clifton Miller, Jr.	
Title:		Title: Director – Contract Management	

EXHIBIT A PRODUCTS AND SERVICES

DATA PLANS:

Subsidized Jetpack Plan

Custom 4G Mobile Broadband Data Plan for Subsidized MiFi Device – Digital Inclusion Government Liable Subscribers Only

The plan below reflects the monthly access charge and no additional discounts apply.

Monthly Access Fee	\$15.00 (47329)
Domestic Data Allowance	Unlimited*

Note: Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on this plan must be on 5G Nationwide or 4G mobile broadband devices, except that existing lines on 3G mobile broadband devices may change to this plan while 3G service is available. Lines activated on this plan cannot be used outside the United States.

* If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan.

^Devices purchased through 3rd parties are eligible. Minimum line term -12 months

Overview (information in table will control in the event of a conflict).

- Base monthly charge of \$15.00 for Unlimited Data Plan for Jetpacks.
- Unlimited deprioritized data. Data speeds reduced to 3G speeds after 25 GB of data usage within a bill cycle, for the remainder of the bill cycle.
- The Plan includes the following:
 - Verizon mobile device manager (included but not required);
 - Orbic Speed (SKU: ORB400LBVZRT) or comparable device
 - Eligible devices purchased from 3rd party non-original equipment manufacturers may be activated on the plan in lieu of receiving the Orbic Speed (or comparable) device.
 - Requires an active and billing line term of 12 months. In the event of termination of service before the completion of the line term, the Customer will be charged the monthly access rate for the balance of the line term.

Customer-Provided Equipment Plan - Jetpack, Tablet, Embedded Laptop

Unsubsidized - Custom 4G Mobile Broadband Data Plan for CPE Tablet, Chromebook, Laptop – Digital Inclusion Government Liable Subscribers Only

The plan below reflects the monthly access charge and no additional discounts apply.

Monthly Access Fee	\$10.00 (47313)
Domestic Data Allowance	Unlimited*

Note: Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G tablets, Chromebook, and laptops except that existing lines on 3G tablets may change to these plans while 3G service is available. Lines activated on this plan cannot be used outside the United States.

* If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan.

^Devices must be purchased directly from Verizon Wireless at full retail price or the Original Manufacturer (OEM) and not through third parties. Minimum line term -12 months

Overview (information in table will control in the event of a conflict).

- Base monthly charge of \$10.00 for eligible Customer-Provided Equipment.
- Unlimited deprioritized data. Data speeds reduced to 3G speeds after 25 GB of data usage within a bill cycle, for the remainder of the bill cycle.
- Plan includes Verizon mobile device manager (included but not required).
- Eligible Customer-Provided Equipment is limited to devices purchased from Verizon at full retail price or through original equipment manufacturers. Devices purchased from third-party distributors or under a subsidized Verizon plan are not eligible for activation.
- Requires an active and billing line term of 12 months. In the event of termination of service before the completion of the line term, the Customer will be charged the monthly access rate for the balance of the line term.

PHONE PLANS:

Unsubsidized Smartphone Plan (does not include device)

Unsubsidized - Custom 4G Unlimited Voice & Data Smartphone Plan – Digital Inclusion Customer Provided Equipment Government Liable Subscribers Only The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	\$20.00 (38570)
Domestic Data Allowance	Unlimited*
Domestic Messaging Allowance	Unlimited
Domestic Voice Allowance	Unlimited
<p>Note: Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Customers with a 5G Nationwide capable handset will be able to access the 5G Nationwide network while inside the 5G Nationwide coverage area, but will default to our 4G LTE network or the networks of our roaming partners when outside of the 5G coverage area. Lines activating on these plans must be on 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G smartphones may change to these plans while 3G service is available.</p> <p>*Data usage on this rate plan will be limited upon exceeding 25GB of data usage within a given billing cycle. Data speeds will be reduced to 600 kbps upon exceeding the 25GB data usage threshold within a billing cycle for the remainder of the billing cycle. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan. Lines active on this plan at the end of the national emergency will be allowed to continue.</p> <p>^Devices must be purchased directly from Verizon Wireless at full retail price or the Original Manufacturer (OEM) and not through third parties. Minimum line term -12 months</p>	

Overview (information in table will control in the event of a conflict).

- \$20 Unlimited Voice & Data Plan for Smartphones.
- Unlimited domestic voice and messaging allowance.
- Unlimited deprioritized data. Data speeds reduced to 3G speeds after 25 GB of data usage within a bill cycle for the remainder of the bill cycle.
- Voice and data restricted to Verizon Wireless network (no roaming).
- Requires an active and billing line term of 12 months. In the event of termination of service before the completion of the line term, the Customer will be charged the monthly access rate for the balance of the line term.

Basic Phone Plan (does not include device)

**Custom Unlimited Nationwide for Basic Plan – Digital Inclusion
Government Liable Subscribers Only
No Domestic Roaming or Long Distance Charges
This plan is NOT eligible for monthly access fee discounts.**

Monthly Access Fee	\$10.00 (39437)
Domestic Monthly Anytime Minutes	Unlimited
Domestic Messaging (Text)	Unlimited

Notes: Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Smartphones require a data package. Lines activating on this plan must be on 4G LTE basic phones, 5G Nationwide or 4G HD voice-capable smartphones, except that existing lines on 3G basic phones or smartphones may change to this plan while 3G service is available.

^Devices must be purchased directly from Verizon Wireless at full retail price or the Original Manufacturer (OEM) and not through third parties. Minimum line term -12 months

Overview (information in table will control in the event of a conflict).

- \$10 Unlimited Voice Plan for Basic devices (does not include a data allowance).
- Unlimited domestic voice and messaging (text only) allowance.
- Restricted to Verizon Wireless network (no roaming).
- Requires an active and billing line term of 12 months. In the event of termination of service before the completion of the line term, the Customer will be charged the monthly access rate for the balance of the line term.

OPTIONAL OFFERINGS

Verizon Wireless Private Network (Private Network)

**Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA)
Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]**

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

Mobile Broadband and metered data plans or features only

Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.

Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Overview (information in table will control in the event of a conflict).

- Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:
 - Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.
 - Controlling which wireless devices can connect to the network.
 - Controlling which network resources the wireless devices and machines can access.
 - Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.
- With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon Wireless. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Verizon Mobile Device Management

Verizon Mobile Device Management (MDM): Digital Inclusion Subscribers	
These calling features reflect the monthly access charge discount. No additional discounts apply.	
Verizon MDM Feature	Access Fee
Enterprise Firmware Over the Air (FOTA) Management ¹	\$0.00
Device Diagnostic ²	\$0.99/device per month
Broadband Management ³	\$0 /device per month
Unified Endpoint Management	\$1.00/device per month
Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. VzMDM supports select devices and operating systems and may require installation of a software agent. VzMDM features are ordered and billed separately; however, all supported options will appear and cannot be blocked. The Verizon MDM portal is a cloud-based system and accessed via an Internet Browser. 1 Enterprise Firmware-over-the-Air (eFOTA) Management supports Android devices, including Jetpacks and USB devices. 2 Device Diagnostics supports Android devices on OS 4.0 and higher, Apple iOS 8.0 and higher, excluding Google Pixel/Nexus devices. 3 Broadband Hotspot Management (BBHS) currently supports the 5G M1000, MHS 900L, MHS 900LS, MiFi 8800L, Orbic Speed, MiFi 7730L, AC791L, Jetpack 6620L, BPC-100 (Business Phone Connect), and USB730L. 4 Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations from the VzMDM's customers' instance.	

Overview (information in table will control in the event of a conflict).

Verizon MDM helps take control of mobile environments from the network to devices and hotspots to every endpoint.

Verizon Mobile Device Management (MDM) allows administrators to:

- Remotely lock or wipe stolen devices
- Enforce the use of lock-screen passcode requirements to help prevent unauthorized access
- Remotely deploy applications that help improve end-user collaboration and productivity.

Verizon Secure Cloud Gateway

Verizon Secure Cloud Gateway Powered by iboss

Secure Cloud Gateway is a cloud-based secure web gateway service that provides security for web traffic and protects users from internet-threats through enforcement of internet policy compliance. Built for the cloud and the modern, distributed organization, Secure Cloud Gateway helps meet the cybersecurity needs of today's organizations who are challenged with enforcing internet policy and security across decentralized networks, branch offices, and remote and mobile users. The Secure Cloud Gateway service is powered by iboss, a leading web security company.

These licenses are not eligible for monthly access discounts.

SKU	Price Plan ID	Description	Frequency	Cost
CF-WIRELESS-NNI-SLED	Price plan ID 699515	Core Gateway	Monthly	\$2.72

Note: Secure Cloud Gateway powered by iboss solution requires a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent. *A minimum quantity of 50 user licenses per order is required. Licenses bill in full monthly increments with no prorations with a one year line term.

*Devices that are certified for private network include:

- Verizon Jetpacks
- LTE Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE enabled tablets, phones and laptops

Overview (information in table will control in the event of a conflict).

- \$2.72 per month for Core Gateway
- Secure Cloud Gateway powered by iboss solution requires a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent.
- A minimum quantity of 50 user licenses per order is required.
- Licenses bill in full monthly increments with no prorations with a one year line term.
- Devices that are certified for private network include:
- Verizon Jetpacks;
- LTE Enabled routers;
- LTE enabled tablets, phones and laptops



ANGELA C. GRAY, CFA

JEFFERSON COUNTY PROPERTY APPRAISER

480 W. WALNUT STREET, MONTICELLO, FLORIDA 32344



September 10, 2021

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

Re: 2020-21 Budget Amendment

Dear Chairman Walker & Board Members:

I am submitting the attached budget amendment for your acknowledgement and recording into the public record. This amendment does NOT require any additional funding from the general revenue account. The purpose of the amendment is as follows:

- Contingency, Capital Outlay and Operating Expense budget line revenue/expense adjustments to allow for the payment of new maintenance contracts; additional GIS licenses to facilitate special mapping projects; and office supplies.

Thank you for your consideration and acknowledgement of these changes to my budget. I am available if you have any questions.

Yours in Service,

Angela C. Gray CFA
Jefferson County Property Appraiser

Cc: The Honorable Kirk Reams, Clerk of Court

PROPERTY APPRAISER
BUDGET AMENDMENT/TRANSFER

County Jefferson Request Number 1
Official Angela Gray B/A B/T 01
Budget Year Ending September 30, 2021 Date 9/10/2021

			REQUEST	(DOR Use Only) APPROVAL
			Positions <u> </u> Rate	Positions <u> </u> Rate
CATEGORY/LINE ITEM DESCRIPTION	LINE ITEM CODE	JUSTIFICATION	AMOUNT + OR (-)	AMOUNT + OR (-)
SCHEDULE III CAPITAL OUTLAY	6451	TRANSFER TO OPERATING	(\$10,000)	
SCHEDULE IV EMERGENCY CONTINGENCY	94	TRANSFER TO OPERATING	(\$2,000)	
SCHEDULE II MAPPING	3153	ADDITIONAL GIS LICENSING FEES	\$2,000	
SCHEDULE II OTHER CONTRACTURAL	34	ADDITIONAL MAINTENANCE CONTRACTS	\$5,000	
SCHEDULE II OFFICE SUPPLIES	51	ADDITIONAL SUPPLIES/EQUIP UNDER 1,000	\$5,000	
		TOTAL	\$0	\$0

OFFICIAL - ANGELA GRAY, PROPERTY APPRAISER	DEPARTMENT OF REVENUE	DATE
KIRK B. REAMS - CLERK OF COURT	(Approval Pursuant to Section 195.087(1)F.S.)	

JEFFERSON COUNTY BID TAB: SHIP HOUSING PROJECTS

August 5, 2021 at 10:30AM

↓Contractor/Homeowners→	Cynthia Whitfield	Anthony Greene	John Oder							
Certified Roofing and Construction, Inc.	\$ 31,850.00	\$127,000	\$128,800							
Florida Homes, Inc.	\$38,631	\$127,913	\$128,105							
Jerry Walters Construction, Inc.	No Bid	No Bid	No Bid							
J. G. Parker Enterprises, Inc.	No Bid	No Bid	No Bid							
Recommended Contractor	Certified	Certified	Withdrawn							

Bid Opening:

5-Aug-21

Opened By: Diana Bullock

Signature

Diana Bullock

Witnessed by: Holly Vera

Signature

Holly Vera

MEMORANDUM

TO: Jefferson County Board of County Commissioners

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

SUBJECT: Bid Award Recommendations

DATE: August 16, 2021

BID AWARD

On August 5, 2021, sealed bids were received and opened for two replacement houses and one rehabilitation house in the Jefferson County SHIP Program for Housing Rehabilitation/Replacement. The bids received were accepted and opened at a bid opening meeting that was advertised and held at the County Coordinator's office. These bids were reviewed, and recommendations are made in accordance with the Local Housing Assistance Plan. Please keep in mind that prices for materials and construction have skyrocketed since Hurricane Michael! After the bid opening, the Oder Family voluntarily withdrew from the program. The applicants, recommended bidders and the amounts for these houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	ADDRESS	RECOMMENDED BIDDER	AMOUNT
Anthony Greene	251 Rudolph Lane- Mont.	Certified Roofing, Inc.	\$127,000*
Cynthia Whitfield	1010 Branch St. – Mont.	Certified Roofing, Inc.	\$31,850
John Oder	511 Barrington Rd. – Mont.	Withdrew from Program	\$0.00

* The arbitrary maximum limit in the LHAP for a replacement house is \$100,000, however due to recent hurricane activity and market conditions, prices have gone up for all types of construction. This limit can be exceeded by making a separate motion.

Recommended Action # 1: Motion to exceed the \$100,000 limit for the Greene House.

Recommended Action # 2: Award the houses as identified above.

Attachments:

Bid Tabulation with Recommendations



Memorandum

TO: Jefferson County Board of County Commissioners
FROM: Shannon Metty, Planning Official
SUBJECT: Major Development Application
DATE: September 10, 2021

CC: Parrish Barwick, Scott Shirley

Major Development Application

Background:

Joseph Clayton has submitted an application with the approval of Econfina Timberlands, LLC, for a Major Development. The proposed project is located off of Big Woods Road in Lamont, FL. The application is to divide 650 acres in 25 lots that will be 20 acres in size or larger including two 10 acre lots. The parcels included in the project are 07-1S-6E-0000-0010-0000, 01-1S-5E-0000-0020-0000, 06-1S-6E-0000-0050-0000, 08-1S-6E-0000-0010-0000, 05-1S-6E-0000-0080-0000.

These parcels are located in the Agriculture 20 Land Use District, with one parcel, 05-1S-6E-0000-0080-0000 located in the Agriculture 5 Land Use District and a portion of another, 08-1S-6E-0000-0010-0000, located in Conservation. Only one house per lot will be allowed due to the underlying land use district of AG-20.

Wetlands and Floodplain:

This area of the County has a lot of wetlands and floodplain. The applicant was asked by the Planning Commission to map the buildable upland areas to show conceptual buildable area. Attached are maps with this conceptual buildable area for each lot with an outline of a home with well and septic. Although these conceptual maps do show a buildable area, it is still recommended by staff and the Planning Commission that lots 10, 11, 2, and 25 all have wetland delineations. It is also recommended that benchmarks are established for lots 1, 2, 10, 11, 25, 16, and 24.

Concurrency

This development will use the County maintained Big Woods Road and Ed Bishop Road for access. Both of these roads are currently 40 feet wide. Due to the increased impact of the Development, the final conceptual plat will need to reflect a 60 foot wide easement. In order to meet concurrency the applicant will be required to work with the Jefferson County Road Department to bring these roads up to County dirt road standards found in Section 5.4.2.A.9.d, and Figure 5.4.2.A of the Jefferson County Land Development Code.

Stormwater Permitting

Attached in the packet is letter from the Suwannee River Water Management District stating that this subdivision is exempt from permitting. However, if the improvements that are required for the road need to be permitted it will be at the cost of the applicant.

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



Only one house per lot will be allowed due to the underlying land use district of AG-20. Lots 1, 2, and 3 are located in the AG-5 Land Use District. These lots can not be further subdivided and are only allowed 1 home per lot due the amount of wetlands on these parcels. This will need to be reflected in the final plat as well as on their deeds once created.

The Planning Commission and Staff have reviewed this application and have found that it complies with all the requirements of the Jefferson County Land Development Code. It is recommendation of the Planning Commission and Planning Staff that this application for a Major Development be approved with the above conditions being met.

Sincerely,

A handwritten signature in blue ink, reading "Shannon Metty". The signature is fluid and cursive, with the first name "Shannon" and the last name "Metty" clearly distinguishable.

Shannon Metty, Planning Official

Board of County Commissioners
Jefferson County, Florida
445 W. Palmer Mill Rd
Monticello, FL 32344
Fax (850) 342-0225

Dear County Commissioners,

I represent Florida Land Sales LLC, (the "Developer") regarding our pending Major Development Application for the Econfina Timberlands, LLC property.

We appreciate the opportunity to appear before you again with our application for development. We heard and responded to concerns raised by both you and the Planning Commission regarding buildable acreage outside the wetlands areas, and have submitted drawings that detail those areas based on the information available at this time. We plan for our surveyor to appear at the next meeting to be available to answer any questions you might have on these issues.

The proposed application not only meets but goes beyond the county code requirements. You will note that we are not seeking a variance from any county regulations. The underlying zoning for almost all the property is one dwelling per 20 acres. All the proposed parcels range from 20-80 acres, except for an area zoned for 5-acre tracts. In that area we are propose two 10-acre tracts, instead of the four 5-acre tracts that would be allowed.

The development is also designed to provide at least one buildable acre per lot, outside of wetland areas and associated setbacks. The proposed site plan delineates those areas on each lot.

In her September 10, 2021 Memorandum (included in the packet for your September 16, 2021 Planning Commission meeting), the Planning Official, Ms. Shannon Metty, stated that it is the recommendation of both the Planning Staff and the Planning Commission that the application be approved with the following conditions:

1. That lots 2, 10, 11, and 25 all have wetland delineations.
2. That a benchmark be established for lots 1, 2, 10, 11, 16, 24, and 25.
3. That the final plat reflect a 60 foot wide easement for the County Roads named Big Woods Road and Ed Bishop Road.
4. That the applicant should work with the Jefferson County Road Department to bring the above roads up to County dirt road standards found in Section 5.4.2.A.9.d of the Jefferson County Land Development Code.
5. That the final plat reflect that Lots 1, 2, and 3 cannot be further subdivided and are only allowed 1 home per lot. (This will also need to be reflected on the deeds for these lots.)
6. That if the improvements to the above roads require additional permitting with the

Suwannee River Water Management District that the applicant will bear this costs.

The Developer does not object to final plat approval being conditioned on the above.

Consideration of the Application

The County's Land Development Code provides what the Board of County Commissioners is to do with regards to application such as the one from the Developer. The Land Development Code provides:

- E. The Board of County Commissioners shall consider the application at a regularly scheduled public hearing, which has been noticed pursuant to the requirements herein. In reviewing the application, the Board shall consider the recommendations of the Planning Commission and Planning Official and shall determine whether the proposed development specified in the application meets the provisions of this Code. The Board of County Commissioners shall approve, approve with conditions, or deny the application.
- F. Notification of the Board of County Commissioner's decision including factual and legal basis therefore shall be mailed to the applicant and filed with the Planning Department.

Section 9.4.5, Jefferson County Land Development Code (Emphasis supplied)

Therefore under the above code provisions, both the Board of County Commissioners is to review the application to see if the application, "meets the provisions of this Code¹." The Board of County Commissioners is not to consider issues or requirements outside of the Jefferson County Land Development Code. Rather, your only task is to determine whether, "the application meets the provisions of this Code." This is also a requirement of Florida law generally. See, *Broward Cnty. v. G.B.V. Int'l, Ltd.*, 787 So. 2d 838, 842 (Fla. 2001) ("A decision granting or denying a site plan or plat application is governed by local regulations, which must be uniformly administered. . . To deny a plat application, a local government agency must show by competent substantial evidence that the application does not meet the published criteria.")

Additionally Florida law provides that the review of a plat application is quasi judicial. See, *Broward Cnty.* at 844-845. As this is a quasi-judicial decision, it must be based only on competent evidence, submitted at the hearings. See, *Miami-Dade County v. City of Miami*, 315 So. 3d 115, 126 (Fla 3d DCA 2020) (holding that a, "quasi-judicial decision has to be based on evidence submitted at the hearing, and the administrative officers, boards, or commissions cannot base their decision on their own information.") As in judicial proceedings, in quasi judicial proceedings *ex parte*² communications, or communications with persons outside the

¹Code means the County's Land Development Code. Section 1.0.0, Jefferson County Land Development Code

²*H.B.A. Management, Inc. v. Estate of Schwartz*, 693 So.2d 541, 541, Footnote 1 (Fla.

presence of the other parties, are prohibited. *See, Jennings v. Dade County*, 589 So. 2d 1337, 1341 (Fla. 3d DCA1991), *rev. den.*, 598 So. 2d 75 (Fla. 1992) (“*Ex parte* communications are inherently improper and are anathema to quasi-judicial proceedings. Quasi-judicial officers should avoid all such contacts where they are identifiable.”)

Further, even if presented at the hearing, the general objections of neighbors and those persons who appear at the hearing do not constitute competent substantial evidence on which the commission may deny the application. *Metropolitan Dade County v. Blumenthal*, 675 So. 2d 598, 607 (Fla. 3d DCA 1995)(holding that in quasi judicial hearing, “Mere generalized statements of opposition are to be disregarded, . . .”); *Pollard v. Palm Beach County*, 560 So. 2d 1358, 1360 (Fla. 4th DCA 1990) (“The objections of a large number of residents of the affected neighborhood are not a sound basis for the denial of a permit. The quasi-judicial function of a board of adjustment must be exercised on the basis of the facts adduced; numerous objections by adjoining landowners may not properly be given even a cumulative effect.”; *Jesus Fellowship, Inc. v. Miami-Dade County*, 752 So. 2d 708, 710 (Fla. 3d DCA 2000) (finding in regards to “numerous letters of protest” submitted at a quasi judicial hearing, “The letters are not evidence.”)

The courts have held that quasi judicial decisions may not be based on “expert” opinions given by non-expert, or lay, witnesses. “Lay witnesses may offer their views in land use cases about matters not requiring expert testimony. . . .For example, lay witnesses may testify about the natural beauty of an area because this is not an issue requiring expertise. . . .Lay witnesses' speculation about potential “traffic problems, light and noise pollution,” and general unfavorable impacts of a proposed land use are not, however, considered competent, substantial evidence. . . . Similarly, lay witnesses' opinions that a proposed land use will devalue homes in the area are insufficient to support a finding that such devaluation will occur. . . .There must be evidence other than the lay witnesses' opinions to support such claims.” *Katherine's Bay, LLC v. Fagan*, 52 So. 3d 19, 30 (Fla. 1st DCA 2010)

Finally, the courts have recognized that land use regulations must be applied in such a way that, absent a rational basis for different treatment, similarly situated individuals must be treated the same. *Bondar v. Town of Jupiter Inlet Colony*, 321 So. 3d 774, 785 (Fla. 4th DCA 2021) (Holding that “[A] property owner may raise an equal protection claim based on the application of a land use regulation. . . . The claim may . . . be established by proof that the plaintiff ‘has been intentionally treated differently from others similarly situated and that there is no rational basis for the difference in treatment.’”)

The Board of County Commissioners’ Decision

Section 9.4.5(E), of the Jefferson County Land Development Code provides, “In reviewing the application, the Board shall consider the recommendations of the Planning Commission and Planning Official and shall determine whether the proposed development specified in the application meets the provisions of this Code.” Section 9.4.5(F), of the Jefferson County Land

1997) (defining an *ex parte* communication as, “[A]n *ex parte* communication would be without notice to or challenge by an adverse party.”)

Development Code requires the Board of County Commissioners to give written notification of its decision, "including factual and legal basis therefore."

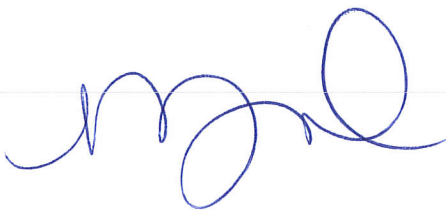
Planning Staff and the Planning Commission have already reviewed the application and recommended approval, with the above conditions, with which the Developer has agreed. The Board of County Commissioners is required to consider the written recommendation of Planning Staff and the Planning Commission under Section 9.4.5(E), of the Jefferson County Land Development Code and Ms. Metty's opinion is competent substantial evidence upon which the Board of County Commissioners' decision may be based. *See, Payne v. City of Miami*, 52 So. 3d 707, 761 Footnote 13 (Fla. 3d DCA 2010) (confirming that professional staff reports constitute competent substantial evidence.) The Board of County Commissioners should therefore approve the application, with the above conditions, citing as its "factual and legal basis" the opinion of the County's Planning Official.

However, if the Board of County Commissioners does not approve the application as recommended by the Planning Commission and the County's Planning Official it must base such denial on some purportedly unmet provision of the Jefferson County Land Development Code as shown by competent and substantial evidence presented at the hearing. Further the Board of County Commissioners must give the "factual and legal basis" for such decision for inclusion in the notice provided for in Section 9.4.5(F), of the Jefferson County Land Development Code.

We look forward to answering any questions you might have regarding the project at the next meeting. Thank you for your time and consideration.

Regards,

Merideth Nagel, Esq.

A handwritten signature in blue ink, appearing to be 'MN', with a large loop at the end.

625799

JEFFERSON COUNTY PLANNING DEPARTMENT

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



MAJOR SUBDIVISION APPLICATION PUBLIC ROADS

(This application is for subdivisions containing 6 or more lots)

Date of application 5/14/21

Proposed Name of Subdivision: Big Woods Plantation

Total Number of Lots: 28

Property Tax ID Number(s): 12883, 9779, 12872, 12906, 12862

Location - Existing Road(s): Big Wood Rd., Bishop Rd.

Econfin Timberlands LLC

Property Owner's Name

904-894-5803

Applicant's Phone Number

Joseph T. Clayton

Signature of Applicant

960194 Gateway Blvd, #103 Fernandina Beach, FL

Address

Florida Land Sales, LLC

Applicant, if different than Owner

904-553-7660

Cell Phone Number

Joseph T. Clayton

Signature of Owner if different

4741 Atlantic Blvd., Suite F Jacksonville, FL 32207

Address

A Public Hearing by the Jefferson County Planning Commission will be held on:

June 10, 2021

Date

6:00pm

Time

Annex

Place

A Public Hearing by the Jefferson County Board of County Commissioners will be held on:

June 17, 2021

Date

6:00pm

Time

Annex

Place

NOTE: Approval by the Planning Commission results in a Development Permit that will expire one (1) year from the date approved unless a building permit or site construction permit application has been submitted and is under review or approved. Extension(s) may be granted by the Planning Official upon written request submitted a minimum of 15 days prior to the expiration date.

Sections 9.4.0-9.4.2 of the Land Development Code list the submittal requirements for this application.

1. Complete the above application form.
2. Attach all pertinent information
3. Notice by Certified Mail of the public hearing shall be sent to all property owners within 500 feet of the perimeter of the development site. Attach a copy of the certified list of said property owners obtained from the Property Appraiser's Office.
4. The Planning Department will review the application to determine that it is complete, and verify the number of notice letters to be sent, before notice is sent to property owners.
5. If you have questions, ask them during the pre-application meeting.
6. Dates for required public hearings shall be established upon submittal of this completed application form and all required map(s) and documentation.

DEVELOPMENT REVIEW CHECKLISTS

The following checklist is designed to help you, the developer, meet all the requirements for development review. This is a summation of the requirements found in Article 9 of the Jefferson County Land Development Regulations, which have been included for your benefit. Please take time to familiarize yourself with the requirements in Article 9 and use this checklist as a reference. Failure to include any of these requirements in your application will result in a processing delay. If you have questions about any of the requirements, please contact the Jefferson County Planning Department at (850) 342-0223.

General Plan Requirements		✓
1. Project/Subdivision Name: (Note: Every subdivision must have a legal name different from any other recorded plat in the County)		✓
2. Plans submitted in conformance with Sec. 9.02.03 C. 2-4 of the LDC.		✓
3. Cover Sheet: The front cover sheet of each plan set must include the following information:		✓
A. Vicinity or Location Map: Position of the proposed development in section(s), township, and range, indicating the major roads, city limits (if close), and other pertinent information.		✓
B. Boundary Survey: P.S. Chapter 177, part I; including metes and bounds legal description.		✓
C. Name, Address and Telephone Number of Owner(s), E.		✓
D. Name, Address and Telephone Number of Developer (if different from owner), Surveyor, Engineer.		✓
E. Title Block: Each sheet must contain name of development, date & north arrow		✓
F. Area of Property: shown in square feet & acres.		✓
4. Residential Units: The number & type of residential units, gross density & FAR		✓
5. Office, Commercial, or Industrial Units: Floor area, height and type.		NA
6. Restrictions: Deed restrictions or restrictive covenants must be submitted & approved by the Planning Attorney prior to the Public Hearing.		✓
7. List of Land Owners within 500 feet: Certified list from the Property Appraiser must be submitted with the application.		✓
Development Review Requirements		✓
1. Vegetation Cover Map: Location and identity by common name of all protected trees on the site (refer to Article 2.03.04B of the county Land Development Code).		✓
2. Tree Removal: A statement must be submitted describing which protected trees are to be removed and why.		NA
3. Environmentally Sensitive Areas Map: A map must be submitted depicting all land within 500 feet containing environmentally sensitive areas. Environmentally sensitive areas include shoreline protection zones, lakes, streams, and wetlands.		✓
4. Topographic Map		✓
5. Soils Map		✓
6. Area Map: Existing hydrology/runoff of the site & the size, location, topography, and land use of any off-site areas that drain onto, through, or around the project area		✓
7. Existing Surface Waters: All surface waters not included in other required submittals.		✓
8. FIRM Map Location		✓
9. Engineering Agreement: For a subdivision with public or private paved roads, include a written agreement with a certified engineer for the preparation of a stormwater management plan for submittal to the appropriate water management district prior to preliminary plat approval.		NA
10. Erosion and Sedimentation Control Plan		NA
11. Location of Off-Site Water Resource Facilities		NA
12. Impervious surface ratio.		NA
13. Grading Plans.		NA
14. Construction Phases: Schedule, acreage, and intensity of each phase.		NA
15. Building Plans.		NA
16. Building Setbacks.		✓
17. Water System Information: Submit proposed system for water & wastewater		✓
18. Location of Existing/Proposed Fire Hydrants, if applicable		NA
19. Location of Utilities, Culverts, and Drains within 500 feet		NA
20. Streets, Parking, and Loading plan		NA
21. Landscaping: Buffer zones and plant materials		NA
22. Signs: See LDC Article 6		NA
23. Amount and Location of Proposed Land Uses.		✓

Owner Authorization Letter

To Whom it May Concern,

My name is Bill Agricola. I am the Owner of Econfina Timberlands LLC in Jefferson County, Florida. I would like to grant permission for Florida Land Sales LLC and its representatives to pursue the subdivision of the property exhibited below.

Thank you

W. Agricola

William Agricola



Memorandum

TO: Jefferson County Planning Commissioners
FROM: Shannon Metty, Planning Official
SUBJECT: Major Development Application, Resubmittal
DATE: August 6, 2021

CC: Parrish Barwick, Scott Shirley

Major Development Application

Joseph Clayton has submitted an application with the approval of Econfina Timberlands, LLC, for a Major Development. The proposed project is located off of Big Woods Road in Lamont, FL. The application is to divide 650 acres in 28 lots that will be 20 acres in size or larger. The parcels included in the project are 07-1S-6E-0000-0010-0000, 01-1S-5E-0000-0020-0000, 06-1S-6E-0000-0050-0000, 08-1S-6E-0000-0010-0000, 05-1S-6E-0000-0080-0000.

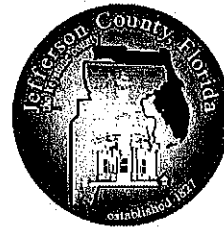
These parcels are located in the Agriculture 20 Land Use District, with one parcel, 05-1S-6E-0000-0080-0000 located in the Agriculture 5 Land Use District and a portion of another, 08-1S-6E-0000-0010-0000, located in Conservation.

This area of the County has a lot of wetlands and floodplain. Due to the amount of wetlands on these parcels I recommend lots 10, 11, 2, and 25 all have wetland delineations. An established benchmark is also needed for lots 1, 2, 10, 11, 25, 16, and 24. These requirements will be to ensure a buildable lot and the ability to meet the required 80 foot minimum setback from the jurisdictional wetlands.

This development will use the County maintained Big Woods Road and Ed Bishop Road for access. Both of these roads are currently 40 feet wide. Due to the increased impact of the Development, it is my recommendation that the final plat reflect a 60 foot wide easement. The appicate should also work with the Jefferson County Road Department to bring these roads up to County dirt road standards found in Section 5.4.2.A.9.d of the Jefferson County Land Development Code.

Only on house per lot will be allowed due to the underlying land use district of AG-20. Lots 1, 2, and 3 are located in the AG-5 Land Use District. These lots can not be further subdivided and are only allowed 1 home per lot due the amount of wetlands on these parcels. This will need to be reflected in the final plat as well as on their deeds once created.

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



Included in the application is a letter from the Suwannee Water Management District exempting this subdivision in its current form from permitting. However, if the improvements that are required for the road need to be permitted it will be at the cost of the applicant.

Additional documentation has been submitted illustrating buildable area for each lot. On an additional survey, the survey outlined a possible location of a home, septic system, and well to further illustrate that a home could be built on a lot and still meet setbacks from the wetlands.

It is my recommendation that this application for a Major Development to be approved with the recommendations listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Metty", is written over the printed name.

Shannon Metty
Planning Official



Memorandum

TO: Jefferson County Planning Commissioners
FROM: Shannon Metty, Planning Official
SUBJECT: Major Development Application, Resubmittal
DATE: July 16, 2021

CC: Parrish Barwick, Scott Shirley

Major Development Application

Joseph Clayton has submitted an application with the approval of Econfin Timberlands, LLC, for a Major Development. The proposed project is located off of Big Woods Road in Lamont, FL. The application is to divide 650 acres in 28 lots that will be 20 acres in size or larger. The parcels included in the project are 07-1S-6E-0000-0010-0000, 01-1S-5E-0000-0020-0000, 06-1S-6E-0000-0050-0000, 08-1S-6E-0000-0010-0000, 05-1S-6E-0000-0080-0000.

These parcels are located in the Agriculture 20 Land Use District, with one parcel, 05-1S-6E-0000-0080-0000 located in the Agriculture 5 Land Use District and a portion of another, 08-1S-6E-0000-0010-0000, located in Conservation.

This area of the County has a lot of wetlands and floodplain. Due to the amount of wetlands on these parcels I recommend lots 10, 11, 2, and 25 all have wetland delineations. An established benchmark is also needed for lots 1, 2, 10, 11, 25, 16, and 24. These requirements will be to ensure a buildable lot and the ability to meet the required 80 foot minimum setback from the jurisdictional wetlands.

This development will use the County maintained Big Woods Road and Ed Bishop Road for access. Both of these roads are currently 40 feet wide. Due to the increased impact of the Development, it is my recommendation that the final plat reflect a 60 foot wide easement. The applicant should also work with the Jefferson County Road Department to bring these roads up to County dirt road standards found in Section 5.4.2.A.9.c of the Jefferson County Land Development Code.

Only one house per lot will be allowed due to the underlying land use district of AG-20. Lots 1, 2, and 3 are located in the AG-5 Land Use District. These lots can not be further subdivided and are only allowed 1 home per lot due to the amount of wetlands on these parcels. This will need to be reflected in the final plat as well as on their deeds once created.

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



Included in the application is a letter from the Suwannee Water Management District exempting this subdivision in its current form from permitting. However, if the improvements that are required for the road need to be permitted it will be at the cost of the applicant.

It is my recommendation that this application for a Major Development to be approved with the recommendations listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Metty", is written over the printed name.

Shannon Metty, Planning Official

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



Memorandum

TO: Jefferson County Planning Commissioners
FROM: Shannon Metty, Planning Official
SUBJECT: Major Development Application
DATE: June 2, 2021

CC: Parrish Barwick, Scott Shirley

Major Development Application

Joseph Clayton has submitted an application with the approval of Econfinia Timberlands, LLC, for a Major Development. The proposed project is located off of Big Woods Road in Lamont, FL. The application is to divide 650 acres in 28 lots that will be 20 acres in size or larger. The parcels included in the project are 07-1S-6E-0000-0010-0000, 01-1S-5E-0000-0020-0000, 06-1S-6E-0000-0050-0000, 08-1S-6E-0000-0010-0000, 05-1S-6E-0000-0080-0000.

These parcels are located in the Agriculture 20 Land Use District, with one parcel, 05-1S-6E-0000-0080-0000 located in the Agriculture 5 Land Use District and a portion of another, 08-1S-6E-0000-0010-0000, located in Conservation.

This area of the County has a lot of wetlands and floodplain. Due to the amount of wetlands on these parcels I recommend lots 10, 11, 12, 17, 19, 21, 22, and 28 all have wetland delineations and benchmarks established to ensure a buildable lot and the ability to meet the required 80 foot minimum setback from the jurisdictional wetlands.

This development will use the County maintained Big Woods Road and Ed Bishop Road for access. Both of these roads are currently 40 feet wide. Due to the increased impact of the Development, it is my recommendation that the final plat reflect a 60 foot wide easement. The applicate should also work with the Jefferson County Road Department to bring these roads up to County dirt road standards found in Section 5.4.2.A.9.c of the Jefferson County Land Development Code.

Only one house per lot will be allowed due to the underlying land use district of AG-20. The impact to the land due to impervious surface will be minimum. For this reason, as stormwater plan was not required for this application.

I recommend this application for a Major Development to be approved as long as the conditions listed above are met.

Sincerely,


Shannon Metty, Planning Official

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



May 24, 2021

****CORRECTION****

RE: Notice of Public Hearing

Major Subdivision Application

Parcel 07-1S-6E-0000-0010-0000, 01-1S-5E-0000-0020-0000

06-1S-6E-0000-0050-0000, 08-1S-6E-0000-0010-0000, 05-1S-6E-0000-0080-0000

Dear Property Owner:

An application for a Major Subdivision was submitted by Mr. Joseph Clayton to divide about **650** acres into 28, 20 acre or larger lots. Your property is located within 500ft of this project.

You are hereby provided with notice that this project will be reviewed and heard at Public Hearings by the Jefferson County Planning Commission at 6:00 PM on Thursday June 10th, 2021 held at the Jefferson County Courthouse Annex located at 435 W Walnut Street Monticello, FL 32344. The Jefferson County Board of County Commissioners will hear this application at 6:00 PM on Thursday June 17th, 2021. Members of the public are invited to attend or may join via Zoom link that will be posted on the County webpage.

In advance of the public hearings, should you have any questions or concerns on this project, please contact Jefferson County Planning Department at (850) 342-0223 or in person at 445 West Palmer Mill Road Monticello, FL 32344.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Metty". The signature is fluid and cursive, with the first name "Shannon" written in a larger, more prominent script than the last name "Metty".

Shannon Metty
Jefferson County Planning Official



SUWANNEE RIVER

WATER MANAGEMENT DISTRICT

Virginia Johns, Chair
Charles Keith, Secretary/Treasurer
Hugh Thomas, Executive Director

June 30, 2021

Joseph Clayton
Florida Land Sales, Inc.
4741 Atlantic Blvd, Suite F
Jacksonville, FL 32207

Subject: Environmental Resource Permit (ERP) Exemption, ERP-065-240242-1, Big Woods Plantation, Jefferson County

Dear Joseph Clayton:

The above referenced proposed project has been determined by the Suwannee River Water Management District (District) to be an exempt activity. This decision was based on the application package submitted by Joseph Clayton on or before June 14, 2021. The activity consists of subdividing of approximately 725 acres into 28 residential/recreational lots known as Big Woods Plantation. No construction is authorized with this letter. The proposed activity is considered exempt in accordance with subsection 373.406(6) of the Florida Statutes (F.S.) and section 62-330.051(2), of the Florida Administrative Code (F.A.C.).

Please ensure that turbidity, sedimentation, and erosion are controlled during and after the exempt activity to prevent violations of state water quality standards, including any antidegradation provisions of paragraphs 62-4.242(1)(a) & (b), subsections 62-4.242(2) & (3) and Rule 62-302.300, Florida Administrative Code (F.A.C.), and any special standards for Outstanding Florida Waters and Outstanding National Resource Waters. Erosion and sediment control best management practices shall be installed and maintained in accordance with the guidelines and specifications described in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)

(<https://www.flrules.org/Gateway/reference.asp?No=Ref-02530>), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008) (<https://www.flrules.org/Gateway/reference.asp?No=Ref-02531>).

In addition, construction, alteration, and operations shall not:

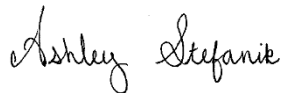
- Exceed any of the thresholds as found in 62-330.0511, F.A.C.
- Adversely impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
- Cause an adverse impact to the minimum flows and levels established pursuant to Section 373.042, F.S.
- Cause adverse impacts to a Work of the District established pursuant to Section 373.086, F.S.
- Adversely impede navigation or create a navigational hazard; or
- Cause or contribute to a violation of state water quality standards.

Water for Nature. Water for People.

This authorization does not exempt you from obtaining permits from any other regulatory agency. Any modifications to the authorized plans shall require reconsideration by the District prior to commencement of construction.

If you have any questions, please contact the Division of Resource Management at 386.362.1001.

Sincerely,

A handwritten signature in black ink that reads "Ashley Stefanik". The signature is written in a cursive, flowing style.

Ashley Stefanik, P.E.
Division of Resource Management

BIG WOOD PLANTA FLOOD INFORMATION

The map displays the following flood zones and features:

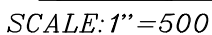
- FLOOD ZONE A:** Shaded with diagonal lines, located in the central and eastern parts of the property.
- FLOOD ZONE B:** Shaded with horizontal lines, located in the western part of the property.
- FLOOD ZONE C:** Shaded with a cross-hatch pattern, located in the southern part of the property.
- Water Bodies:** AUCILLA RIVER, ALLIGATOR CREEK.
- Surrounding Landowners:** DUDE BISHOP FAMILY FARM, LLC, K & C TIMBER, LLC, BISHOP, HOLDEN, WELLS, SCHULTZ, BARBER, CALLIER ESTATE, WILLIAMS, MCPHERSON, HOLDEN TRUST, SRMAD, MADISON COUNTY, SADOUSKI, WRIGHT, BUTLER, GREEN, WHORLEY.
- Other Labels:** PERPETUAL LAND AND TIMBER, LLC, WASHINGTON, SADDLESKI, WRIGHT, BUTLER, SRMAD, MADISON COUNTY, AUCILLA RIVER, ALLIGATOR CREEK, WOODLANDS, LLC.

This property is located in the following Flood Zones according to the Flood Insurance Rate Map for Jefferson County, Florida, Community Panel Number 12065C0325C, effective date February 5, 2014 interpolated from North West Florida Water Management District website:

- 1) Flood Zone X_{100} - areas determined to be outside the 500-year flood.
- 2) Flood Zone $X_{1\%}$, Special Flood Hazard Areas, inundated by 100-year flood, no base flood elevation not determined.
- 3) Flood Zone $X_{1\%}$, Special Flood Hazard Areas, inundated by 100-year flood, base flood elevation determined
- 4) Flood Zone "Threshold areas in Zone A₁" the boundary in the nomenclature of a stream plus any adjacent floodable areas that must be kept free of encroachments so the 1% annual chance flood can be carried without substantial increases in flood height.
- 5) Other protected areas located within of adjacent flood hazard areas with a 0.2% Annual Chance Flood.

A BENCHMARK WILL BE SET ON FRONT LOT CORNERS.
A FLOOD LETTER OR FLOOD CERTIFICATE WILL BE REQUIRED
BEFORE ANY NEW CONSTRUCTION BEGINS.
ALL CONSTRUCTION WILL BE BUILT 2 FOOT ABOVE THE BASE
FLOOD ELEVATION.

A BENCHMARK WILL BE SET ON FRONT LOT CORNERS.
A FLOOD LETTER OR FLOOD CERTIFICATE WILL BE REQUIRED
BEFORE ANY NEW CONSTRUCTION BEGINS.
ALL CONSTRUCTION WILL BE BUILT 2 FOOT ABOVE THE BASE
FLOOD ELEVATION.



DELTA LAND SURVEYORS
 CERTIFICATE OF AUTHORIZATION NUMBER LB-78986
 275 NORTH MULBERRY STREET
 MONTICELLO, FLORIDA 32344
 TELEPHONE: (918) 987-0301
 email: randyrovelli5140@gmail.com

JOB NO

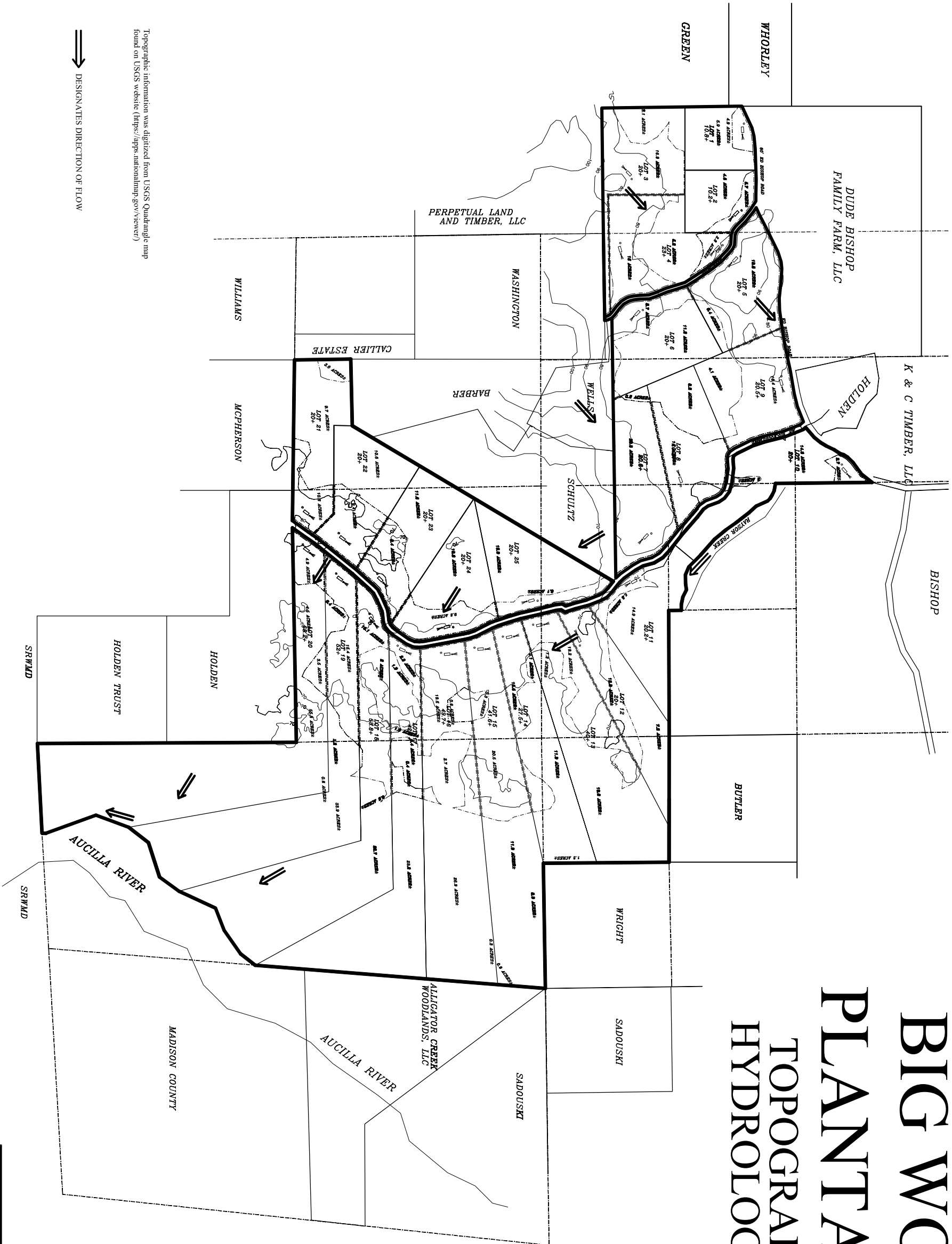
No.

21-092-22

2 OF 4

BIG WOODS PLANTATION

TOPOGRAPHIC & HYDROLOGY MAP



==> DESIGNATES DIRECTION OF FLOW

Topographic information was digitized from USGS Quadrangle map found on USGS website (<https://apps.nationalmap.gov/viewer/>)

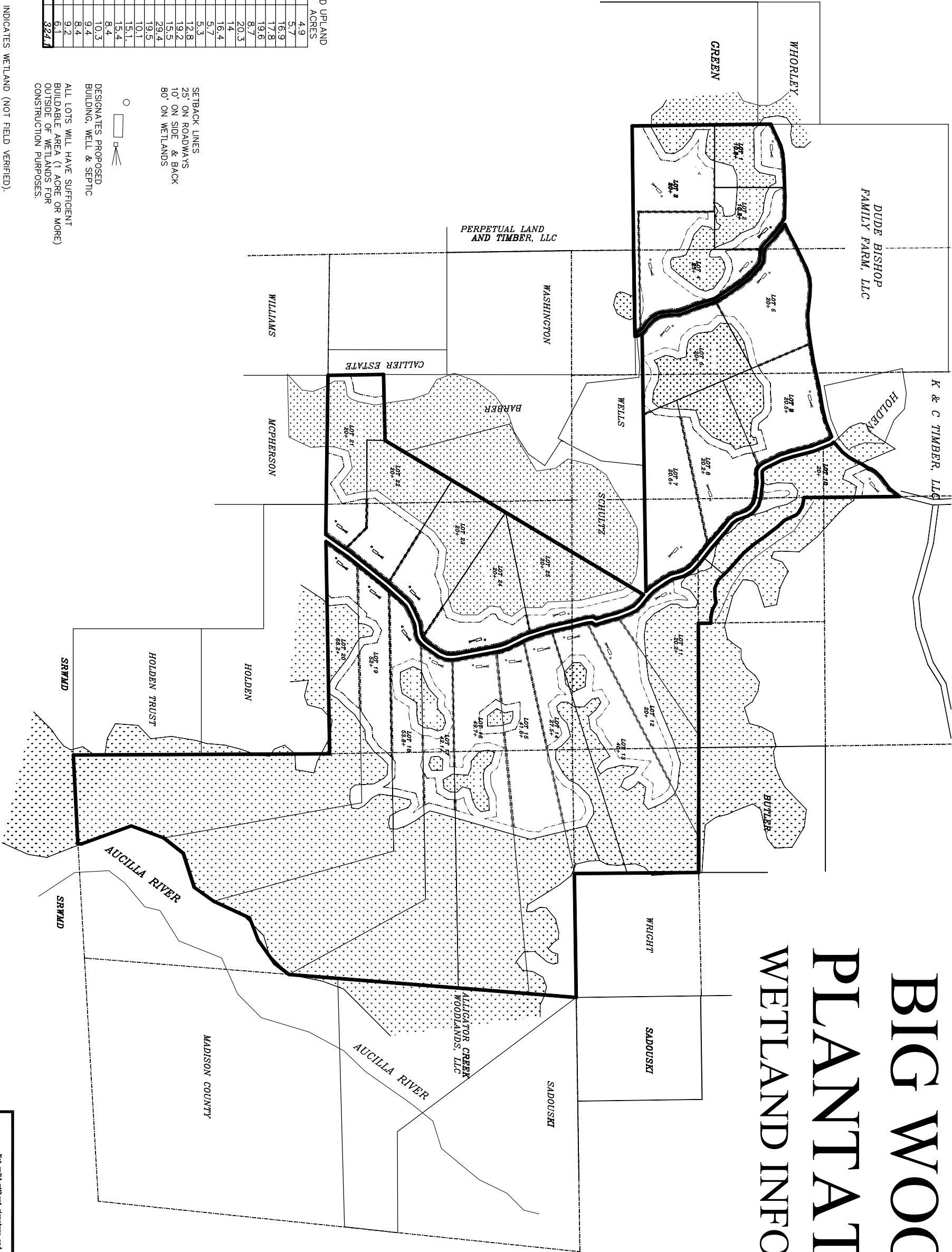


Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

**DELTA LAND SURVEYORS**
CERTIFICATE OF AUTHORIZATION NUMBER LA 7896
276 NORTH WILBERY STREET
MONTICELLO, FLORIDA 32944
TELEPHONE: (850) 997-0301
email: randyowells140@gmail.com

BIG WOODS PLANTATION

WETLAND INFORMATION



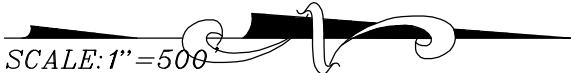
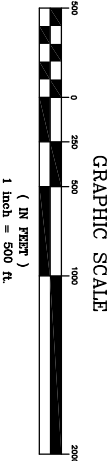
LOT NO.#	TOTAL WETLAND UPLAND ACRES	ACRES
#1	10.8	5.9
#2	10.2	4.5
#3	20	3.1
#4	23	5.2
#5	20	0.4
#6	20	11.3
#7	20.6	0.3
#8	20.2	6.2
#9	20.5	4.1
#10	20	14.3
#11	20.2	7.2
#12	40	20.8
#13	27.5	12
#14	41.6	12.2
#15	49.7	30.2
#16	42.1	32
#17	53.8	38.7
#18	52	36.6
#19	68.2	59.8
#20	20	9.7
#21	20	11.6
#22	20	10.8
#23	20	13.9
#24	20	6.1
#25	20	3.9
TOTAL	700.4	376.3

SETBACK LINES
25' ON ROADWAYS
10' ON SIDE & BACK
80' ON WETLANDS

DESIGNATES PROPOSED
BUILDING, WELL & SEPTIC

ALL LOTS WILL HAVE SUFFICIENT
BUILDABLE AREA (1 ACRE OR MORE)
OUTSIDE OF WETLANDS FOR
CONSTRUCTION PURPOSES.

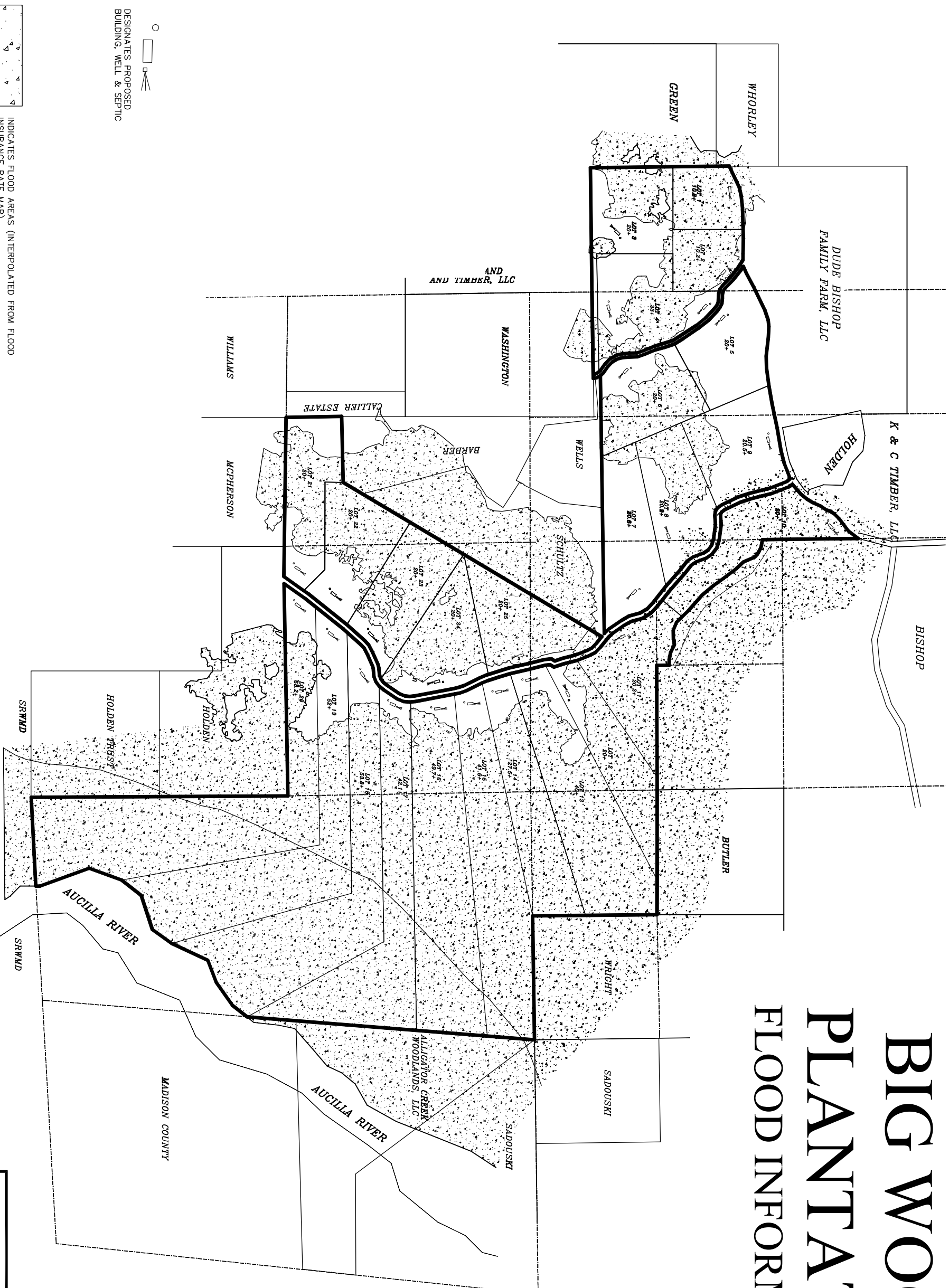
INDICATES WETLAND (NOT FIELD VERIFIED).



Not valid without signature and the original sealed seal of a Florida licensed surveyor and mapper

DELTA LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION NUMBER: LA 7896
276 NORTH WILBERY STREET
MONTICELLO, FLORIDA 32344
email: randyowells140@gmail.com
TELEPHONE: (850) 997-0301

BIG WOODS PLANTATION FLOOD INFORMATION



SCALE: 1"=500'

INDICATES FLOOD AREAS (INTERPOLATED FROM FLOOD INSURANCE RATE MAP)

DESIGNATES PROPOSED BUILDING, WELL & SEPTIC

GRAPHIC SCALE

(IN FEET)
1 inch = 500 ft.

Not valid without signature and the original related seal of a Florida licensed surveyor and mapmaker

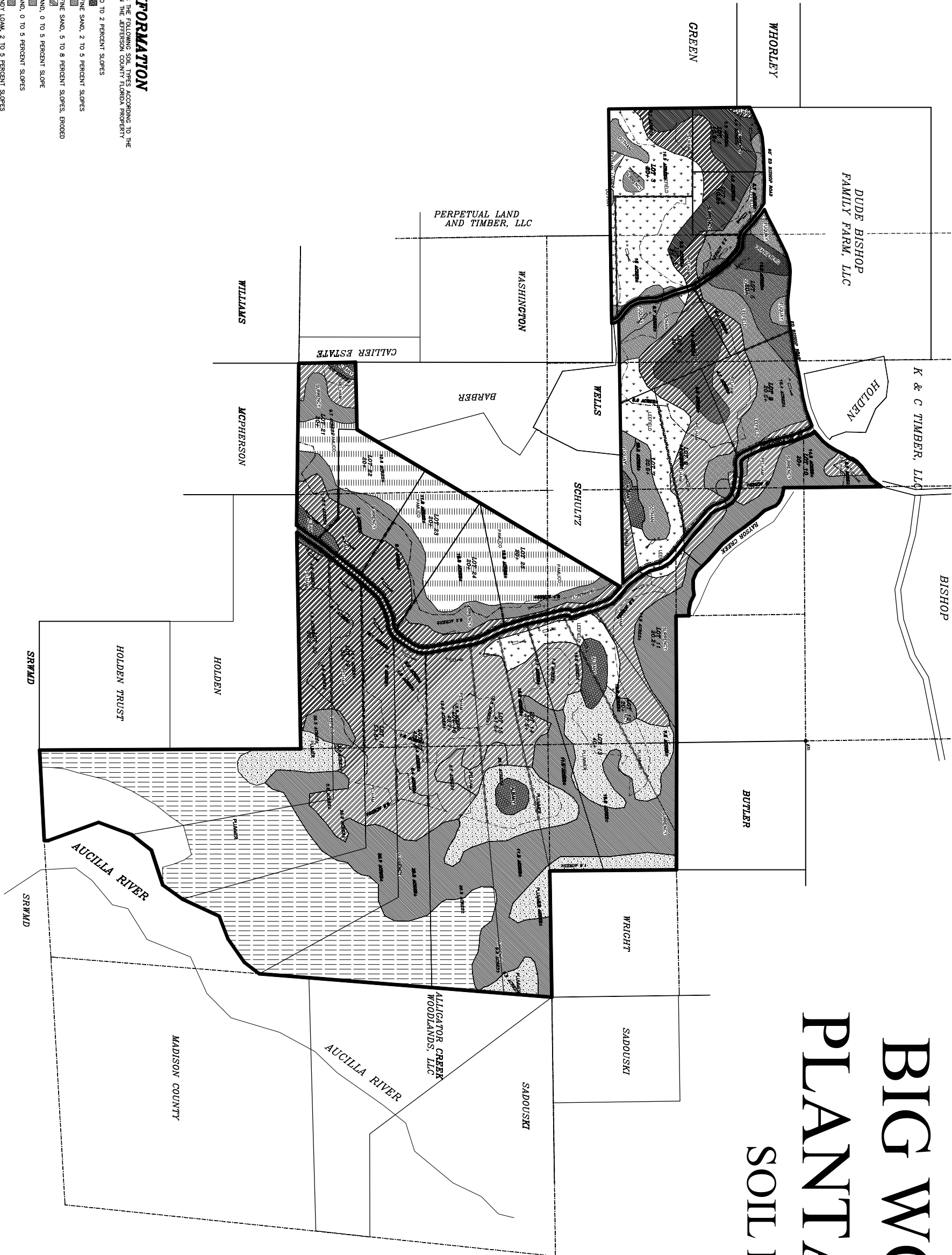


DELTA LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION NUMBER 147396
275 NORTH MILBURN STREET
MONTICELLO, FLORIDA 32544
TELEPHONE (850) 997-6301
email: randyroveth140@gmail.com

JOB NO. 21-092-22

SUPPLEMENTAL SHEET 2 OF 2

BIG WOODS PLANTATION SOIL MAP

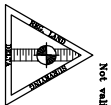


SOIL INFORMATION

THIS PROPERTY HAS THE FOLLOWING SOIL TYPES, ACCORDING TO THE SOIL MAP FOUND ON THE JEFFERSON COUNTY FLORIDA PROPERTY APPRAISER WEBSITE.

- 1) ALBANY SAND, 0 TO 2 PERCENT SLOPES
- 2) DOTHAN LOAMY FINE SAND, 2 TO 5 PERCENT SLOPES
- 3) DOTHAN LOAMY FINE SAND, 5 TO 8 PERCENT SLOPES, ERODED
- 4) FLUGAY FINE SAND, 0 TO 5 PERCENT SLOPE
- 4) LEFFIELD FINE SAND, 0 TO 5 PERCENT SLOPES
- 5) ORANGEBURG SANDY LOAM, 2 TO 5 PERCENT SLOPES
- 6) PELHAM FINE SAND
- 7) FLUMMER AND SUDBURY SOILS, DEPRESSIONAL
- 8) FLUMMER FINE SAND, FREQUENTLY FLOODED
- 9) SUDBURY FINE SAND

SCALE: 1"=500'



Not valid without signature and the original sealed seal of a Florida licensed surveyor and mapper.
DELTA LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION NUMBER LA 7896
276 NORTH WILBERY STREET
MONTICELLO, FLORIDA 32944
TELEPHONE: (850) 997-0301
email: randyowells140@gmail.com

JOB NO.
21-092-22

SHEET NO.
4 OF **4**

EXHIBIT "A"

DESCRIPTION: (NEW PARCEL)

Commence at the Northwest corner of Section 12, Township 1 North, Range 4 East, Jefferson County, Florida and run North 88 degrees 51 minutes 02 seconds East, along the Section line, 1054.14 feet to a point, thence South 01 degrees 09 minutes 10 seconds West 803.19 feet to a point, thence South 01 degrees 24 minutes 03 seconds East 1366.52 feet to a point, thence North 89 degrees 52 minutes 01 seconds East 1224.98 feet to a point, thence North 00 degrees 08 minutes 27 seconds West 50.00 feet to a point, thence South 89 degrees 52 minutes 01 seconds West 443.00 feet to a point, thence North 00 degrees 08 minutes 27 seconds West 50.00 feet for a POINT OF BEGINNING, thence from said Point Of Beginning continue North 00 degrees 08 minutes 27 seconds West 729.38 feet to a point on the South boundary of Industrial Park Road, thence South 89 degrees 51 minutes 33 seconds West, along said South boundary, 432.00 feet to a point, thence South 00 degrees 08 minutes 27 seconds East 614.91 feet to a point, thence South 40 degrees 03 minutes 29 seconds East 149.19 feet to a point, thence North 89 degrees 52 minutes 01 seconds East 336.27 feet to the Point Of Beginning. Containing 7.11 acres, more or less.

SURVEYOR'S NOTES

1. Bearings based on a State Plane Coordinates, Florida North Quadrant as per GPS observation, FLGPS 15 & JEFFCO 18 were held fixed.
2. If no difference is shown, deed call bearings and distances are the same as measured.
3. Utilities, interior fences, and other improvements were not located, except as shown.
4. Field work was completed September 20, 2010.
5. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Jefferson County, Florida.
6. The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of the subject property.
7. This survey does not determine ownership of property.

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper



DELTA

LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301

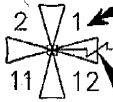
FAX: (850) 997-8757

SEPT 22, 2010

DATE

10-230-22

JOB NO.



POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 12
TOWNSHIP 1 NORTH, RANGE 4 EAST
JEFFERSON COUNTY, FLORIDA

60' INDUSTRIAL PARK ROAD
S89°51'33"W 432.00'

DC=N88°51'02"E
1054.14

SET 5/8" IR
4765 CAP

**A BOUNDARY SURVEY
LOCATED IN SECTION 12
TOWNSHIP 1 NORTH, RANGE 4 EAST
JEFFERSON COUNTY, FLORIDA**

R/W
SET 5/8" IR
4765 CAP

JEFFERSON COUNTY
OR 166 P 610
PARCEL "1"

**NEW PARCEL
7.11 ACRES ±
(VACANT)**

CONWAY TRANSPORTATION SERVICES, INC.
OR 474 P 239

803.19'

DC=S01°09'10"W

4X4 CM

FD

1366.52'

DC=S01°24'03"E

4X4 CM

FD

3.2°

DC=N89°52'01"E

4X4 CM

FD

1224.98'

DC=N89°52'01"E

4X4 CM

FD

149.19'

S40°03'29"E

SET 5/8" IR

4765 CAP

N89°52'01"E

336.27'

POINT OF BEGINNING

N00°08'27"W

50.00'

FD 5/8" IR

4765 CAP

DC=N00°08'27"W

50.00'

FOUND 5/8" IR

4765 CAP

443.00'

DC=S89°52'01"W

4765 CAP

FD 5/8" IR

4765 CAP

SCALE: 1"=100'

FOR DESCRIPTION AND SURVEYORS NOTES, SEE PAGE 2 OF 2.

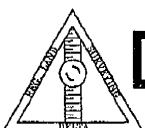
LEGEND

- IR IRON ROD
- CM CONCRETE MONUMENT
- FD FOUND
- OR OFFICIAL RECORD BOOK
- DC DEED CALL
- BROKEN SCALE
- R/W RIGHT-OF-WAY
- X- CHAIN LINK FENCE

Randall H. Rowell 9/22/10

Randall H. Rowell Date
Professional Surveyor and Mapper L.S. #5140

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper



DELTA

LAND SURVEYORS, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 997-0301 FAX: (850) 997-8757

SEPT 22, 2010

DATE

10-230-22

JOB NO.

EXHIBIT C
LETTER OF AGREEMENT

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

COMMISSIONERS, (hereinafter referred to as "Seller"), as Grantor and Therma-Save LLC ,
referred to as "Buyer"), as Grantee and agrees as follows:

1. Jefferson County will convey to Buyer a seven and eleven one hundredth (7.11) acre(s), 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 \$142,200 discounted by \$60,000 credit for providing full-time jobs.
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 15 full-time employees in the operations of its business to be located on this property, within a sixty (60) month period of time from the date of this agreement and further to maintain this level of employment for a five (5) year period. Should the Buyer fail to provide the employment described above, then they will immediately reimburse the Seller based on attached schedule 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 an active operation for a minimum of ten (10) years from this date and if not will reimburse Jefferson County for its initial grant of \$60,000.00
 - C. If Buyer sells or lease any or all of the property, then it will reimburse Jefferson County for its grant of \$60,000. Should there be a sale or transfer of any or all of these lands, then this Letter of Agreement shall be a covenant to run with the lands and be binding on the owner.
 - D. The terms and conditions of this Letter of Agreement will survive the closing and terminate on the 31st day of December, 2031 and be of no further effect.

			PLUS PENALTY SCHEDULE IF
LIEN YEAR	DATE	AMOUNT	APPLICABLE
Year 1 of 10	1/1/2022	\$ 60,000.00	
Year 2 of 10	1/1/2023	\$ 60,000.00	
Year 3 of 10	1/1/2024	\$ 60,000.00	
Year 4 of 10	1/1/2025	\$ 60,000.00	
Year 5 of 10	1/1/2026	\$ 60,000.00	
Year 6 of 10	1/1/2027	\$ 60,000.00	(# of Unmet Jobs/15) x \$12,000)

Year 7 of 10	1/1/2028	\$ 60,000.00	(# of Unmet Jobs/15) x \$12,000)
Year 8 of 10	1/1/2029	\$ 60,000.00	(# of Unmet Jobs/15) x \$12,000)
Year 9 of 10	1/1/2030	\$ 60,000.00	(# of Unmet Jobs/15) x \$12,000)
Year 10 of 10	1/1/2031	\$ 60,000.00	(# of Unmet Jobs/15) x \$12,000)

5. 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 _____, 2021.

**JEFFERSON COUNTY BOARD OF
COUNTY COMMISSIONERS**

Stephen Walker, Chairman
1 Courthouse Circle, Room 10
Monticello, Florida 32344

THERMA-SAVE LLC

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;

Fertilizer and food plants and fertilizer mixing establishments;
Foundries;
Mining and fill removal;
Any other uses not in conformity with the primary intended use set forth above, unless specifically approved by the County;

The County reserves the right, in its sole discretion, to prohibit any use of the property that may cause objectionable noise, vibration, odor or environmental site pollution.

3. REQUIRED CONDITIONS. The buildings or uses permitted on the property shall comply with the following conditions:

Setbacks - 20 feet of right-of-way of public street or any property line. For setback purposes, construction on 2 or more lots shall be treated as 1 lot.

Minimum Lot Width – Each lot shall have a minimum lot width of 150 feet measured along the front setback line.

Maximum Building Coverage – The total first-floor area of all structures shall not exceed 80% of the total lot area.

Landscaping – Owner or lessee shall landscape that portion of the property between the structures and the property line of abutting streets and shall remove debris and other unsightly materials from the remainder of the property. Owner or lessee shall maintain said landscaping in a safe, clean and attractive condition. No trash or debris shall be permitted to exist on any portion of the property and owner or lessee shall be responsible for maintaining their portion of the property and buildings in an attractive condition at all times.

Off-Street Parking – No parking or loading shall be permitted on any *public* street or road, or at any place other than paved parking or loading areas in accordance with Jefferson County Land Development Regulations.

4. CONSTRUCTION AND APPEARANCE. All buildings shall conform to applicable building codes and standards and health and zoning regulations. In addition, the following standards shall apply:

All exterior walls shall be of masonry or metal construction or of such other materials as may be considered by the County to be of similar strength, fire resistance, durability and appearance. Additionally, facades facing the street and/or entrance side of the structure shall be finished with face brick, stucco, granite or other durable materials which shall provide an aesthetically attractive facade.

Walls or fences shall be compatible with the décor of the building

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.

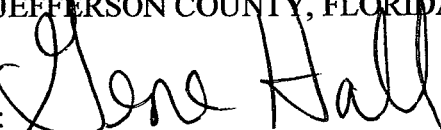
IN WITNESS WHEREOF, the undersigned have caused these Covenants and Restrictions to be executed this 30th day of June, 2009..

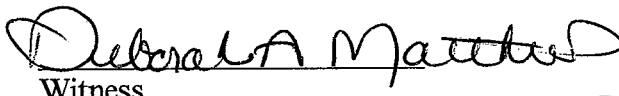
Signed, sealed and delivered
in the presence of:

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 30th 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 20-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE SALE
OF THE PROPERTY LOCATED AT 355 INDUSTRIAL PARK DRIVE TO
BOBBY KELLY.

WHEREAS, the Jefferson County Board of County Commissioners has entered into a contract to convey the new parcel located at 355 Industrial Park Drive, Monticello, Florida (the "Property") to Therma-Save LLC 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 \$82,200.00 to Therma-Save LLC provided that they maintain fifteen (15) full time employees for a period of five (5) years from beginning on January 1, 2027 at the latest 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 Bobby Kelly.

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

The sale of the property located at 355 Industrial Park Drive, Monticello, Florida, is hereby, approved.

1. 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 "C" of said Contract, the Buyers agree to reimburse the Seller should the terms and conditions of Exhibit "C" not be fulfilled.

2. 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.

3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this _____ day of _____, A.D., 2021.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

By: _____
Stephen Walker, 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 Therma-Save LLC, as "Buyer",

of 1428 Ox Bottom Road, Tallahassee, Florida 32312 (Phone: _____)

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

- (b) Street address, if any, of the property being conveyed is 355 Industrial Park Drive,
Monticello, Florida 32344

- (c) Personal property included: NONE

II. PURCHASE PRICE: \$ 82,200.00

PAYMENT:

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

TOTAL:.....\$ 82,200 (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 29th day of October, 2021 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)

		Seller
Record Deed	_____	_____
Doc Stamps on Deed	_____	_____
Owners Title Insurance	_____	_____
Settlement Fee	_____	_____
Search Fee	_____	_____
Mortgagee Title Insurance	_____	_____
Mortgagee Endorsements	_____	_____
Lenders Fees	_____	_____
Record Mortgage	_____	_____
Doc Stamps on Note	_____	_____
Intangible Tax on Mortgage	_____	_____
Overnight/Courier Fees	_____	_____
Survey (if any)	_____	_____
Appraisal	_____	_____
Pest Inspection	_____	_____
Other Costs:	_____	_____

Repairs needed per pest inspection _____

If any up to _____ % of purchase price _____

Pro-rate Taxes _____ 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 Exhibit B, C & D for additional terms and conditions.

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_____

Signature of Witness (Buyer)

Type or Print Name of Witness

Signature of Witness (Buyer)

Type or Print Name of Witness

Executed by Seller on_____

Signature of Witness (Seller)

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)