

# CITY OF MONTICELLO, FLORIDA

## City Council Regular Meeting

245 S. Mulberry Street

Monticello, FL 32344

### AGENDA

**January 2, 2024 7:00 p.m.**

1. Call to Order (please turn off or mute cell phones and pagers)
2. Invocation
3. Pledge of Allegiance
4. Public Comment
5. Approval of Minutes of 12/5/2023
6. FINAL PUBLIC HEARING / COUNCIL ACTION:  
**ORDINANCE 2023 – 12** AN ORDINANCE REZONING PROPERTY LOCATED AT 880 N. RAILROAD STREET, COMPRISING .38 ACRES WITHIN THE CITY LIMITS OF THE CITY OF MONTICELLO, FLORIDA, FROM R-1, RESIDENTIAL, SINGLE-FAMILY TO R-1A/RESIDENTIAL, SINGLE-FAMILY/MOBILE HOMES ALLOWED; AND PROVIDING FOR AN EFFECTIVE DATE.
7. City Attorney Mitchell Herring - Explanation of Annexation Procedures
8. Clayton Tolbert, in re: Paving of Jackson Street
9. Approval of Solid Waste Interlocal Agreement with Jefferson County
10. Approval of Statewide Mutual Aid Agreement
11. Discussion of Purchase of Truck for Sewer Department
12. Old Business
13. New Business
  - Offer to Purchase Utility Easement for Cross Landings Lift Station
  - Authorization to Demolish 420 Martin Luther King, Jr. Avenue

14. Reports from Committees and Departments
  - \*Mitchell Herring, City Attorney
  - \*Fred Mosley, Police Chief
  - \*Seth Lawless, City Manager
  - \*Emily Anderson, City Clerk
  - Arbor Day Activities – January 19<sup>th</sup> at 10:00 a.m. – Orchard Park
15. Council Member Reports
16. Administration of Oaths of Office to Elected Officials by County Judge Robert R. Plaines
  - \*Katrina Richardson, City Council Member, Group 3
  - \*John Jones, Jr., City Council Member, Group 4
  - \*Brian Bachman, City Council Member, Group 5
  - \*James Griffin, City Clerk/Treasurer
  - \*Fred Mosley, Police Chief
17. Election of 2024 Mayor and Vice-Mayor
18. Appointment of Committee to Review CDBG Grant Administration Proposals (Proposals Due January 12)
19. Appointment of Local Planning Agency Ex-Officio Member
20. Appointment of Budget Committee
21. Appointment of Representative to Community Traffic Safety Team
22. Upcoming Meetings and Workshop Dates
  - Annual Council Retreat Date
23. Adjournment

Minutes of the City Council meetings may be obtained from the City Clerk's Office or online at [www.cityofmonticello.us](http://www.cityofmonticello.us). The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose 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 based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting

**PROTOCOL FOR ADDRESSING THE COUNCIL**  
**AGENDA ITEMS**

Any person or group desiring to be placed on the agenda shall make such request with the City Clerk by 4:00 p.m. at least eight (8) days prior to a meeting. The request shall include:

- A. the name and address of the person making the request;
- B. the organization or group, if any represented;
- C. content of the information to be presented – if written material is to be passed out, a copy of such material shall accompany the request;
- D. an estimate of the time necessary for such presentation and discussion and action thereon;
- E. Specific action desired of the Board.

**NON-AGENDA ITEMS**

Public Comment – any interested person may, upon signing the sign-up sheet prior to the commencement of any council meeting, address the council during the Public Comment portion of the meeting.

Any non-agenda remarks or comments shall not exceed three (3) minutes in length. Such time may be extended to ten (10) minutes by majority vote of the council.

Any personal charges to be made against an individual council member or city employee shall be in affidavit form. If any information is to be presented that is in the form of a statement or charges that might be considered derogatory or of a serious nature, such shall be presented in writing and shall specifically state the charges in the form of an affidavit, with copies sufficient in number so that one copy may, and it shall, be sent at once to each such member or employee. Neither this rule nor any other shall preclude the right of any citizen to address the Council; however, the Council will not be obligated to act on any proposal not on the agenda.

The City Council of the City of Monticello, Florida, met in regular session at Monticello City Hall on December 5, 2023 at 7:00 p.m.

The following members were present:

Gloria Cox  
Julie Conley  
John Jones  
George Evans  
Katrina Richardson

Others present were:

Seth Lawless, City Manager  
Emily Anderson, City Clerk  
Fred Mosley, Police Chief  
Mitchell Herring, City Attorney

Mayor Gloria Cox called the meeting to order. City Council Member John Jones offered an invocation, and Mayor Cox led the Pledge of Allegiance.

**[NO PUBLIC COMMENT]**

**CONSENT AGENDA:**

**\*Approval of Council Minutes of November 7, 2023**

**\*Approval of Parade Permit for Dr. Martin Luther King, Jr. Parade /  
Resolution 2023-14 Assuming Liability for Highway Closing**

On motion of Council Member Julie Conley, seconded by Council Member George Evans, the Council voted unanimously to approve the Consent Agenda items.

**PUBLIC HEARING / COUNCIL ACTION:**

**\*Application for Special Exception – R-1, Residential/Single-Family Use in B-2, Business Highway Zoning -1195 W. Washington Street**

Property Owner Brian Bachman discussed the commercial zoning of the property not being conducive to a business use which requires parking, due to lack of space on the site. He and his wife are proposing to remodel the inside of the structure to allow use as a single-family residence. With no public comment, on motion of Council Member Julie Conley, seconded by Council Member Katrina Richardson, the Council unanimously voted to accept the recommendation of the Local Planning Agency and approve the special exception use for the property as R-1, Residential, Single-Family.

**CONSIDERATION OF APPLICATION FOR RE-ZONING – R-1, RESIDENTIAL, SINGLE-FAMILY TO R-1A, RESIDENTIAL, SINGLE-FAMILY/MOBILE HOMES ALLOWED**

Calvin Jones discussed his request for re-zoning to allow the placement of a mobile home on the property. Council Member Julie Conley noted concerns about a conflict with a similar request which was denied on another parcel, and opined that such an allowance is not a good planning practice. Mr.



Jones noted that mobile homes are all around the subject property. Council Member Jones noted that the parcel is large enough for a mobile home. City Manager Seth Lawless suggested that a down-zoning will devalue the tax base of the city and that a single-family home belongs there. After discussion by the Council, Council Member John Jones made a motion to approve the re-zoning request. The motion was seconded by Council Member George Evans, and the vote was as follows:

YES	NO
Gloria Cox	Julie Conley
John Jones	
George Evans	
Katrina Richardson	

**ORDINANCE FIRST READING:**

**ORDINANCE 2023 – 12 AN ORDINANCE REZONING PROPERTY LOCATED AT 880 N. RAILROAD STREET, COMPRISING .38 ACRES WITHIN THE CITY LIMITS OF THE CITY OF MONTICELLO, FLORIDA FROM R-1, RESIDENTIAL, SINGLE-FAMILY TO R-1A, RESIDENTIAL, SINGLE-FAMILY/MOBILE HOMES ALLOWED, AND PROVIDING FOR AN EFFECTIVE DATE**

**[CLAYTON TOLBERT, IN RE: PAVING OF JACKSON STREET – DID NOT APPEAR]**

**PASTOR BARRY G. GRAHAM RE: ANNEXATION PETITION** Council Member George Evans noted he will excuse himself from discussion, depending on whether any vote is taken on the issue to be discussed. Pastor Barry Graham, John Nelson, C. P. Miller, and Althera Johnson made a presentation on a request for annexation of several properties into the City. Attorney Herring noted there is a very specific statutory process of city-initiated annexation which requires a determination of the area to be annexed, a vote of the property owners approving the annexation, addressing of zoning issues, and a study of the cost of providing services to the annexed area. Attorney Herring noted that owners of property contiguous to the property can petition to voluntarily annex.

After discussion, the Council determined to add the item to next month's agenda for further explanation of annexation options.

**ARBOR DAY PROCLAMATION / ARBOR DAY PROJECT** Clerk Anderson announced that Arbor Day will be the third Friday in January, and the project will be expansion of Arbor Day Park with additional trees and building of a grape arbor.

**MEMORANDUM OF AGREEMENT FOR DESIGNATION OF MONTICELLO ECOLOGICAL PARK AS PART OF THE NATIONAL OLD GROWTH FOREST NETWORK** Clerk Anderson explained the purpose of the designation. On motion of Council Member Julie Conley, seconded by Council Member Katrina Richardson, the Council voted unanimously to approve the Memorandum of Agreement for designation.

## **NEW BUSINESS**

**\*Approval of Use of Sewer System Charges for Sewer System Improvement** City Manager Seth Lawless requested use of sewer system charges for sewer system improvements to accommodate new customers from Montivilla. The expenses involve technical investigation of the lines to determine repairs and improvements needed to eliminate water intrusion and ensure system capacity for the new customers. On motion of Council Member John Jones, seconded by Council Member George Evans, the Council voted unanimously to approve the request.

## **REPORTS FROM COMMITTEES AND DEPARTMENTS**

**\*Police Chief Fred Mosley** thanked the Council for the increase in police salaries, noting the Department has been able to hire two officers.

**\*City Manager Seth Lawless** thanked Simpson Nurseries and downtown merchants for Christmas decorations. He also introduced his intern.

**\*City Attorney Mitchell Herring** reported that a certified letter has been delivered to the Cross Landings property owners, and they have 30 days to respond. The letter includes an initial offer of a few thousand dollars for the parcel needed by the City.

## **COUNCIL MEMBER REPORTS**

**\*Mayor Gloria Cox** has met with the Magnolia Garden Club, and a park has been cleaned. She is also working on a project for planting of trees along Martin Luther King, Jr. Avenue. She also noted that nuisance letters to additional property owners have been sent.

**\*Council Member Julie Conley** congratulated the new Clerk/Treasurer Elect James Griffin, and also congratulated John Jones for receiving the highest educational certification with the Florida League of Cities.

**\*Council Member John Jones** reported a house which has been destroyed by scavengers and is partially torn down. City Manager Lawless noted that the building is to be razed and the property cleaned. He also noted stormwater drains which are clogged and general stormwater problems in the southside when it rains.

**\*Council Member Katrina Richardson** also congratulated City Council Member John Jones on his League certification.

With no further business, the meeting was adjourned.

Respectfully submitted,

Emily Anderson  
City Clerk/Treasurer

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Mayor

**ORDINANCE NO. 2023 - 12**

**AN ORDINANCE REZONING PROPERTY LOCATED AT 880 N. RAILROAD STREET, COMPRISING .38 ACRES WITHIN THE CITY LIMITS OF THE CITY OF MONTICELLO, FLORIDA, FROM R-1, RESIDENTIAL, SINGLE-FAMILY TO R-1A/RESIDENTIAL, SINGLE-FAMILY/MOBILE HOMES ALLOWED; AND PROVIDING FOR AN EFFECTIVE DATE.**

The City Council of the City of Monticello, Florida has considered in full the application of Calvin and Yolanda Jones, Petitioners/Owners of the land more specifically identified as Parcel I.D. No. 00-00-00-0320-0000-0030, described in Exhibit A, to rezone the property from R-1, Residential, Single-Family to R-1A/Residential, Single-Family/Mobile Homes Allowed.

The following events have occurred in reference to the zoning application for this property:

1. On October 10, 2023, Petitioners applied for a rezoning of the property.
2. Petitioners' rezoning application was considered at public hearing, after notice, before the City's Local Planning Agency on November 14, 2023, at which hearing the Planning Agency voted unanimously to recommend that the Council approve the rezoning application.
3. The City Council considered the matter on December 5, 2023, at which time, a determination was made to approve the application and proceed to ordinance adoption. A first reading of the proposed ordinance was held on December 5, 2023, and a public hearing was held at the regular meeting of the City Council on January 2, 2024, after notice.
4. The City Council has considered the amendment criteria in Section 54-126 of the Land Development Regulations of the Code of Ordinances of the City of Monticello. The Council finds that the property lends itself to R-1A, Residential, Single-Family/Mobile Homes Allowed zoning because said requested land use change would be consistent with the Land Development Regulations and the Comprehensive Plan Future Land Use Map designation of the property, and will further the purposes of the Comprehensive Plan, as amended.

NOW THEREFORE, in keeping with the requirements of the Code of Ordinances of the City of Monticello, Florida, it is hereby ordained and decreed that:

1. The property described in Exhibit A is herewith rezoned from R-1, Residential, Single Family to R-1A, Residential, Single-Family/Mobile Homes Allowed.
2. The zoning map and ordinances of the City of Monticello now in existence shall forthwith be amended to reflect this rezoning.

PASSED AND APPROVED IN OPEN SESSION THIS 2ND DAY OF JANUARY, 2024.

\_\_\_\_\_  
GLORIA COX  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
EMILY ANDERSON  
CITY CLERK/TREASURER

\_\_\_\_\_  
MITCHELL HERRING  
CITY ATTORNEY

## EXHIBIT A

COMMENCE AT an iron rod marking the Northeast corner of Lot 65, Nobles Addition to the Town of Monticello, a subdivision as per the map of plat thereof, recorded in Plat Book "B", Page 19, Public Records of Jefferson County, Florida, and run South 00 degrees 03 minutes 52 seconds West, 199.00 feet to the Southeast corner of said Lot 65, thence South 06 degrees 47 minutes 16 seconds East, 343.26 feet to an iron rod on the Westerly maintained right-of-way of Mamie Scott Drive, thence South 01 degree 35 minutes 35 seconds East, along said maintained right-of-way, 182.73 feet to an iron rod marking the intersection of the Westerly maintained right-of-way of Mamie Scott Drive with the Northerly maintained right-of-way of East Chestnut Street, thence run along said Northerly maintained right-of-way of East Chestnut Street as follows: South 80 degrees 43 minutes 06 seconds West, 31.14 feet to an iron rod, thence North 87 degrees 37 minutes 21 seconds West, 46.21 feet to an iron rod, thence leaving the North maintained right-of-way run South 00 degrees 56 minutes 45 seconds East, 27.57 feet to a point on the South maintained right-of-way of East Chestnut Street, thence North 88 degrees 31 minutes 51 seconds West, along the Southerly maintained right-of-way of East Chestnut Street, 100.34 feet to an iron rod for the POINT OF BEGINNING, thence from said POINT OF BEGINNING continue North 88 degrees 31 minutes 51 seconds West, along the southerly maintained right-of-way of East Chestnut Street, 127.07 feet to an iron rod, thence South 44 degrees 09 minutes 45 seconds West, 19.16 feet to an iron rod on the East maintained right-of-way of Railroad Street, thence South 01 degree 10 minutes 14 seconds East, along the East maintained right-of-way of Railroad Street, 105.72 feet to an iron rod, thence leaving the East maintained right-of-way of Railroad Street, run South 89 degrees 30 minutes 18 seconds East, 141.95 feet to an iron rod, thence North 01 degree 49 minutes 09 seconds West, 117.47 feet to the Point of Beginning.

# SNIFFEN & SPELLMAN, P.A.

123 N. Monroe Street  
Tallahassee, Florida 32301  
Phone: (850) 205-1996  
Fax: (850) 205-3004

## MEMORANDUM

From: Mitchell J. Herring  
To: City of Monticello City Counsel  
Date: December 18, 2023  
Re: Procedures for annexation of properties  
Our File No: 03099.001

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There are three methods through which the City of Monticello could annex properties. These procedures are contained in Section 171.0413, 171.044, and 171.046, Florida Statutes. Section 171.046, Florida Statutes is a specific process for the annexation of enclaves (areas completely enclosed by the city boundaries or partially blocked by natural or man-made barriers but still part of the county) and is not applicable to most situations. This stated, the standard annexation procedure contained in Section 171.043, Florida Statutes would be initiated in its entirety by the City and requires the following:

1. The creation of an ordinance to annex a contiguous, compact, unincorporated territory. The property to be annexed must be contiguous with the current boundaries of the municipality and avoid the creation of enclaves.
2. A first public hearing held a minimum of seven days after the publication of an advertisement of the hearing.
3. A second public hearing held a minimum of five days after the publication of an advertisement of the hearing.
4. Prior to the annexation, a referendum vote must be held following the adoption of the annexation ordinance. The ordinance will be submitted to a vote of the registered electors of the area proposed to be annexed at the next general election or at a special election at the expense of the annexing municipality a minimum of 30 days after the adoption of the ordinance.
5. For two consecutive weeks prior to the referendum vote is held, the municipality must publish a notice in a newspaper of general circulation. The notice must comply with the requirements of Section 171.0413, Florida Statutes, and include a map of the annexed area, and a complete legal description of the annexed land by metes and bounds.

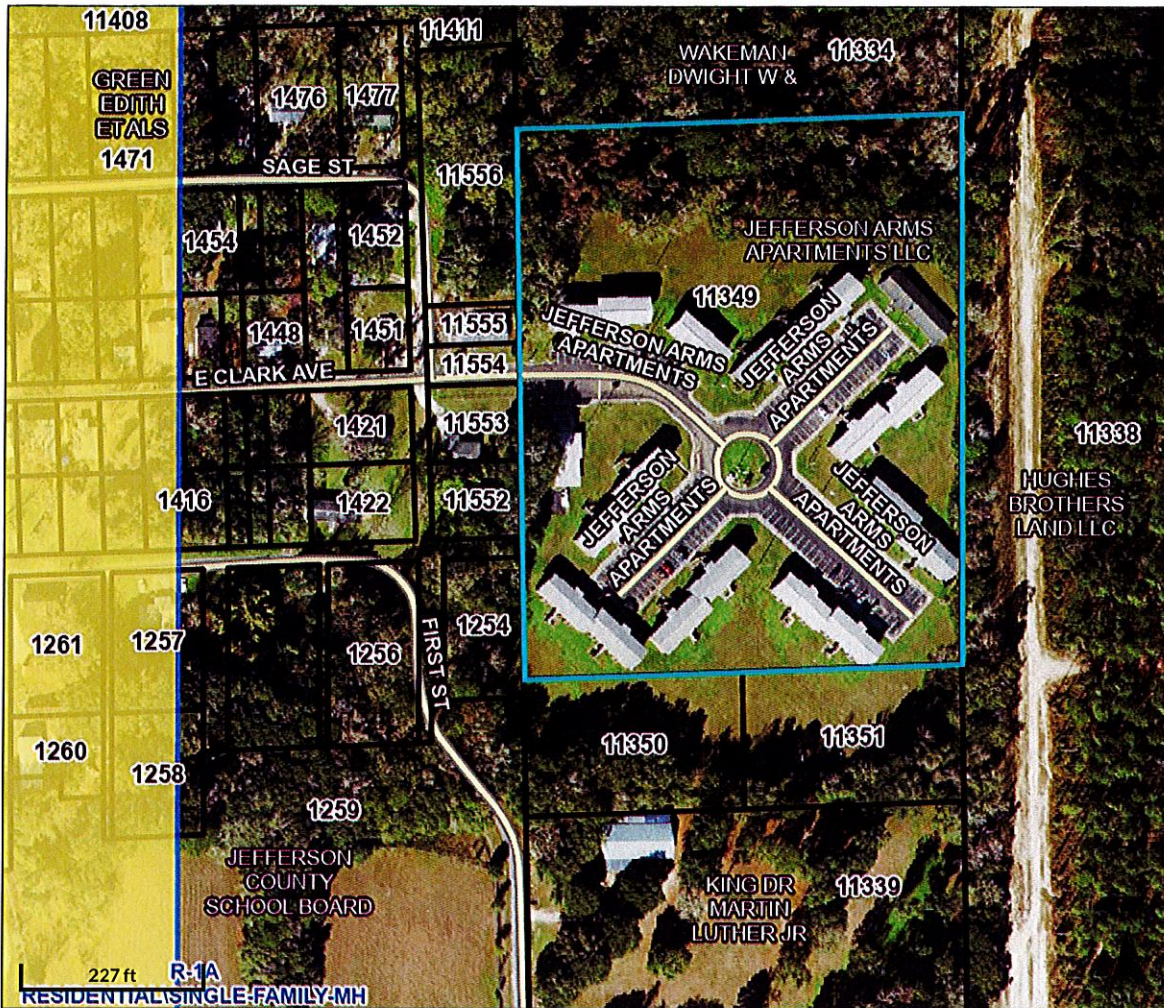
6. The ordinance and description must be published prominently at the polling place for the referendum vote.
7. The referendum ballot must be in compliance with Section 171.043, Florida Statutes. If the majority vote is against annexation, the area cannot be the subject of annexation for two years from the date of the referendum vote.

The second method of annexation is voluntary annexation by the property owners. The property owner or owners must petition the municipality for annexation, and the city may adopt an ordinance annexing the property or properties contained in the ordinance. As before, the annexed properties must be contiguous and avoid the creation of enclaves. There are certain notice requirements for this annexation, which include:

1. The publication of the ordinance in a newspaper for 2 consecutive weeks prior to adoption, or alternatively for 4 weeks in three separate conspicuous places in the municipality. This notice must include a map of the annexed area and a statement that a complete legal description can be obtained from the clerk.
2. The ordinance shall be recorded with the clerk of the local circuit court and the Department of State within 7 days of adoption and must include a map of the annexed area and a complete legal description by metes and bounds.

It is important to note that there are certain tax implications for the annexed properties, and that, as part of the City, annexed lands will need to be integrated into the zoning structure for compliance purposes.





Overview



Legend

- City Historic District
- State Outlines
  - Florida
  - <all other values>
- City Zoning
  - A, AGRICULTURAL
  - B-1, BUSINESS\CENTRAL
  - B-2, BUSINESS\HIGHWAY
  - BR, MIXED USE\BUSINESS-RESIDENTIAL
  - I-1, INDUSTRIAL
  - LIGHT INDUSTRY LIMITED USE
  - R-1, RESIDENTIAL\SINGLE FAMILY
  - R-1A, RESIDENTIAL\SINGLE FAMILY-MH
  - R-2, RESIDENTIAL\MULTI FAMILY
  - S-R, MIXED USE\SUBURBAN RESIDENTIAL
- Parcels
- Street Centerlines

Parcel ID	29-2N-5E-0000-0630-0000	Mailing Address	JEFFERSON ARMS APARTMENTS LLC 91-31 QUEENS BLVD ELMHURST, NY 11373	Improvement Value	\$1,897,042	Just Value	\$2,257,042	Last 2 Sales Date	8/26/2010	Price	\$2500000	V/I	I	Qual	Q
Prop ID	11349	Physical Address	1425 E CLARK AVE	Land Value	\$360,000	Assessed Value	\$2,257,042	Last 2 Sales Date	3/11/2004	Price	\$2340000	V/I	I	Qual	U
Property Usage	MULTI-FAMILY			Ag Land Value	\$0	Exempt Value	\$0								
Acreage	8.0			Ag Market Value	\$0	Taxable Value	\$2,257,042								

Desc 8 ACRES IN W1/2 OF SW1/4 ORB 536 P 428 & 653 P 247

(Note: Not to be used on legal documents)

Johnny L. Neely & Erlene Denmark Life  
Estate  
1260 Sage Street  
Monticello, FL 32344

Willie M. Houson (Heirs)  
1290 Sage Street  
Monticello, FL 32344

Junius ET AL Ball - C/O Mae Norton  
1285 Sage Street  
Monticello, FL 32344

Jefferson Arms Apartments LLC  
91-31 Queens Blvd  
Elmhurst, NY 11373

*e/o Mercurio Magat Corp.*

Margaret Higginbottom  
140 Thornton St  
Roxbury, MA 02119

John Williams HRS - C/O Robert J.  
Williams  
3 Stone Ave  
White Plains, NY 10603

Henrieta G. Redding - C/O Janie  
Redding  
1100 Paul Russell Rd  
Tallahassee, FL 32301

Erma L. Mutch - C/O Wayne Jones  
1280 Sage Street  
Monticello, FL 32344

Lennah H. Brown - ETAL  
1255 Sage Street  
Monticello, FL 32344

John R. Nelson  
P.O. Box 478  
Monticello, FL 32345

Malissa Williams - C/O Tamiko Williams  
3 Stone Ave  
White Plains, NY 10603

Calvin & Sherry D. Evans  
1290 First Street  
Monticello, FL 32344

Hattie Swindle  
16516 NW 16th St  
Pembroke Pines, FL 33028

The Simpkins Family Trust  
P.O. Box 394  
Monticello, FL 32345

Mattie S. Richardson  
1920 NW 47th Ave  
Fort Lauderdale, FL 33313

Jacquelyn Seabrooks  
1260 E. Clark Ave  
Monticello, FL 32344

Leatha Holmes (Life Estates) & Kista  
Miller  
P.O. Box 180  
Monticello, FL 32345

George Evans  
1100 E. Branch St  
Monticello, FL 32344

Margaret Higginbottom  
140 Thornton St  
Roxbury, MA 02119





## Jefferson Arms Apartments LLC 2023 TRIM Figures

Parcel 29-2N-5E-0000-0630-0000

10 Multi-family units

8 acres

1 Office building

2023 TRIM Figures

20 2bd/1ba units

Just/Taxable Value \$2,273,393.00

55 3bd/3ba units

Ad Valorem Taxes \$ 30,355.25

Registered Voters

Non Ad Valorem \$ 33,489.40

Census Population

\$  
14,284.00


City Taxes would be

TPP/Taxable Value

Non-School \$ 43,506

Ad Valorem Taxes \$ 580.91

City Taxes would be \$ 264.64

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Valerie Taylor</i>      <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)      C. Date of Delivery</p>												
<p>1. Article Addressed to:</p>	<p>D. Is delivery address different from item 1?    <input type="checkbox"/> Yes          If YES, enter delivery address below:    <input type="checkbox"/> No</p>												
<div style="text-align: center;">             9590 9402 8045 2349 6475 16         </div>	<p>3. Service Type</p> <table style="width: 100%; font-size: small;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
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<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<input type="checkbox"/> Collect on Delivery Restricted Delivery													
<p>2. Article Number (Transfer from service label)</p>	<p style="text-align: center; font-size: large;">9589 0710 5270 0640 5570 39      ted Delivery</p>												

Tax Code: 2

Site Address:  
1425 E CLARK AVE MONTICELLO,  
FL 32344



Prop ID: 5002200

JEFFERSON ARMS APARTMENTS LLC  
C/O MARVIN F POER & COMPANY  
3520 PIEDMONT RD SUITE 410  
ATLANTA, GA 30305

Geo ID: 5002200

Legal Description of Property:

TAXING AUTHORITY TAX INFORMATION								
TAXING AUTHORITY	PRIOR (2022) TAXABLE VALUE	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2022)		CURRENT (2023) TAXABLE VALUE	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGES MADE		YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET CHANGE IS MADE	
	COLUMN 1	COLUMN 2 RATE	COLUMN 3 TAXES	COLUMN 4	COLUMN 5 RATE	COLUMN 6 TAXES	COLUMN 7 RATE	COLUMN 8 TAXES
<b>County</b> Jefferson Co BOCC	34,043	7.9500	270.64	43,506	7.3040	317.77	7.9500	345.87
<b>School</b> Jefferson Co School Dist LRE	34,043	3.1810	108.29	43,506	2.8436	123.71	3.1310	136.22
Jefferson Co School Dist DI	34,043	2.2480	76.53	43,506	2.0096	87.43	2.2480	97.80
<b>Water Management District</b> Northwest Fl Water Mgmt Dist	34,043	0.0261	0.89	43,506	0.0234	1.02	0.0234	1.02
<b>TOTAL AD VALOREM PROPERTY TAXES</b>			<b>456.35</b>			<b>529.93</b>		<b>580.91</b>
<b>TOTAL AD VALOREM PROPERTY TAXES</b>			456.35			529.93		580.91
<b>TOTAL NON-AD VALOREM PROPERTY TAXES</b>			0.00			0.00		0.00
<b>TOTAL TAXES</b>			456.35			529.93		580.91

PROPERTY APPRAISER VALUE INFORMATION			
	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
PRIOR YEAR (2022)	59,043	59,043	59,043
CURRENT YEAR (2023)	68,506	68,506	68,506

Applied Assessment Reductions	Applies To	Prior Value (2022)	Current Value (2023)
Save Our Homes	All Taxes	0	0
10% Cap on Non-Homestead	Non-School Taxes	0	0
Agricultural Classification	All Taxes	0	0
Other	All Taxes	0	0

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected above, contact your county Property Appraiser at 850-997-3356 - 480 W. Walnut St., Monticello, FL 32344.

If the Property Appraiser's Office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for an adjustment with the Value Adjustment Board. Petition forms are available from the Property Appraiser and must be filed on or before Monday, September 18, 2023.

Exemptions	Applies To	Prior Value (2022)	Current Value (2023)
Homestead Exemption	All Taxes	0	0
Additional Homestead Exemption	Non-School	0	0
Senior Exemption-County	County	0	0
Senior Exemption-City	City	0	0
Other	All Taxes	25,000	25,000
Other	County	0	0



# **JEFFERSON COUNTY MINISTERS' CONFERENCE**

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**Rev. Terry L. Presley, President**  
857 Piney Woods Road  
Monticello, FL 32344  
CELL No : 850.509.3351



*Conference Motto: "Uniting Fellow Ministers of the Gospel while serving  
the community at large wholeheartedly."*

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Menowitz Management Corporation  
9131 Queens Boulevard  
Suite 512  
Elmhurst, New York 11326

Dear Sir:

Jefferson County Ministers' Conference, for several months, has been studying, analyzing and discussing "total quality community services" needed for approximately 14 homes and residents residing at your facility, Jefferson Arms Apartments.

The residents of aforementioned facilities share and constitute a contiguous border and are neighboring citizens within the City of Monticello. They are viewed as a "like minded community" and should be receiving all essential services from the City of Monticello, including Law Enforcement protection.

Several weeks ago, Hurricane Idalia arrival in Jefferson County and impact on City residents, provided further proof of such needs for "total quality services" and protection.

For this cause, the Leadership and Members of the Ministers' Conference wanted to show respect and courtesy to your organization that we propose to address the City Council of Monticello to annex the aforementioned residents into the City of Monticello.

If you have any question, please contact Mr. CP Miller, Sr. at (850) 251.7497.

Respectfully; we remain,

Rev. Terry L. Presley, President  
Jefferson County Ministers' Conference

# The Florida Senate

## 2021 Florida Statutes (Including 2021B Session)

<p><u>Title XII</u> MUNICIPALITIES</p>	<p><u>Chapter 171</u> LOCAL GOVERNMENT BOUNDARIES</p> <p><u>Entire Chapter</u></p>	<p><b>SECTION 0413</b> <b>Annexation procedures.</b></p>
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**171.0413 Annexation procedures.**— Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(2) Following the final adoption of the ordinance of annexation by the governing body of the annexing municipality, the ordinance shall be submitted to a vote of the registered electors of the area proposed to be annexed. The governing body of the annexing municipality may also choose to submit the ordinance of annexation to a separate vote of the registered electors of the annexing municipality. The referendum on annexation shall be called and conducted and the expense thereof paid by the governing body of the annexing municipality.

(a) The referendum on annexation shall be held at the next regularly scheduled election following the final adoption of the ordinance of annexation by the governing body of the annexing municipality or at a special election called for the purpose of holding the referendum. However, the referendum, whether held at a regularly scheduled election or at a special election, shall not be held sooner than 30 days following the final adoption of the ordinance by the governing body of the annexing municipality.

(b) The governing body of the annexing municipality shall publish notice of the referendum on annexation at least once each week for 2 consecutive weeks immediately preceding the date of the referendum in a newspaper of general circulation in the area in which the referendum is to be held. The notice shall give the ordinance number, the time and places for the referendum, and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.

(c) On the day of the referendum on annexation there shall be prominently displayed at each polling place a copy of the ordinance of annexation and a description of the property proposed to be annexed. The description shall be by metes and bounds and shall include a map clearly showing such area.

(d) Ballots or mechanical voting devices used in the referendum on annexation shall offer the choice "For annexation of property described in ordinance number \_\_\_ of the City of \_\_\_" and "Against annexation of property described in ordinance number \_\_\_ of the City of \_\_\_" in that order.

(e) If the referendum is held only in the area proposed to be annexed and receives a majority vote, or if the ordinance is submitted to a separate vote of the registered electors of the annexing municipality and the area proposed to be annexed and there is a separate majority vote for annexation in the annexing municipality and in the area proposed to be annexed, the ordinance of annexation shall become effective on the effective date specified therein. If there is any majority vote against annexation, the ordinance shall not become effective, and the area proposed to be annexed shall not be the subject of an annexation ordinance by the annexing municipality for a period of 2 years from the date of the referendum on annexation.

(3) Any parcel of land which is owned by one individual, corporation, or legal entity, or owned collectively by one or more individuals, corporations, or legal entities, proposed to be annexed under the provisions of this act shall not be severed, separated, divided, or partitioned by the provisions of said ordinance, but shall, if intended to be annexed, or if annexed, under the provisions of this act, be annexed in its entirety and as a whole. However, nothing herein

contained shall be construed as affecting the validity or enforceability of any ordinance declaring an intention to annex land under the existing law that has been enacted by a municipality prior to July 1, 1975. The owner of such property may waive the requirements of this subsection if such owner does not desire all of the tract or parcel included in said annexation.

(4) Except as otherwise provided in this law, the annexation procedure as set forth in this section shall constitute a uniform method for the adoption of an ordinance of annexation by the governing body of any municipality in this state, and all existing provisions of special laws which establish municipal annexation procedures are repealed hereby; except that any provision or provisions of special law or laws which prohibit annexation of territory that is separated from the annexing municipality by a body of water or watercourse shall not be repealed.

(5) If more than 70 percent of the land in an area proposed to be annexed is owned by individuals, corporations, or legal entities which are not registered electors of such area, such area shall not be annexed unless the owners of more than 50 percent of the land in such area consent to such annexation. Such consent shall be obtained by the parties proposing the annexation prior to the referendum to be held on the annexation.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

**History.**—s. 2, ch. 75-297; s. 1, ch. 76-176; s. 44, ch. 77-104; s. 1, ch. 80-350; s. 76, ch. 81-259; s. 1, ch. 86-113; s. 15, ch. 90-279; s. 16, ch. 93-206; s. 1, ch. 93-243; s. 1, ch. 94-196; s. 1448, ch. 95-147; s. 12, ch. 99-378.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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JEFFERSON ARMS D/B/A/ JEFFERSON ARMS LLC  
 RATE COMPARISONS - OUTSIDE CITY V. INSIDE CITY

BILL DATE	CURRENT OUTSIDE CITY RATE		TOTAL	INSIDE CITY RATE		TOTAL
	WATER CHARGE	SEWER CHARGE		WATER CHARGE	SEWER CHARGE	
Dec-22	474.37	1,215.76	1,690.13	379.94	973.38	1,353.32
Nov-02	781.70	1,189.33	1,971.03	626.11	1,060.44	1,686.55 *once p/yr. sewer adjustment
Feb-23	600.81	1,540.26	2,141.07	481.22	1,233.20	1,714.42
Mar-23	388.26	994.77	1,383.03	310.98	796.45	1,107.43
Apr-23	592.47	1,518.86	2,111.33	474.54	1,216.06	1,690.60
May-23	516.76	1,324.55	1,841.31	413.91	1,060.50	1,474.41
Jun-23	727.21	1,864.70	2,591.91	582.47	1,492.95	2,075.42
Jul-23	278.83	713.93	992.76	223.33	571.89	795.22
Aug-23	526.08	1,440.87	1,966.95	450.20	1,153.63	1,603.83
Sep-23	803.16	2,059.63	2,862.79	643.31	1,649.01	2,292.32
Oct-23	465.20	1,192.25	1,657.45	372.60	954.54	1,327.14
Nov-23	600.05	1,538.33	2,138.38	480.62	1,231.64	1,712.26
<b>TOTAL</b>			<b>23,348.14</b>			<b>18,832.92</b>



## Emily Anderson

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**From:** Clayton Tolbert <cgroupflorida@gmail.com>  
**Sent:** Saturday, October 7, 2023 4:38 PM  
**To:** Emily Anderson  
**Cc:** gloriacoxbiz@gmail.com; GEVANS@mymonticello.net; KatrinaRichardson5@gmail.com <KatrinaRichardson5@gmail.com>; julieonpearl@hotmail.com; seth.lawless@mymonticello.net  
**Subject:** Agenda Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

1. Requesting to be added to the November 2023 Agenda - RE: Jackson Street
2. Requesting to be added to the December 2023 Agenda - RE: Jackson Street
3. Requesting to be added to the January 2024 Agenda - RE: Jackson Street
4. Requesting to be added to the February 2024 Agenda - RE: Jackson Street
5. Requesting to be added to the March 2024 Agenda - RE: Jackson Street
6. Requesting to be added to the April 2024 Agenda - RE: Jackson Street
7. Requesting to be added to the May 2024 Agenda - RE: Jackson Street

Regards

W. Clayton Tolbert  
Tele: 850.408.9882  
Email: [cgroupflorida@gmail.com](mailto:cgroupflorida@gmail.com)

**SOLID WASTE INTERLOCAL AGREEMENT BETWEEN  
CITY OF MONTICELLO, FLORIDA, AND  
JEFFERSON COUNTY, FLORIDA**

**THIS INTERLOCAL AGREEMENT** is made by and between Jefferson County, a political subdivision of the State of Florida (the "County"), and the City of Monticello, a municipal corporation of the State of Florida (the "City"), each constituting a Public Agency under Part I of Chapter 163, Florida Statutes, (the "Interlocal Act").

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the legislature authorized local governments to cooperate on the basis of mutual advantage to provide services and facilities to the public through interlocal agreements; and

**WHEREAS**, the Board of County Commissioners (the "Board") enacted Ordinance No. 2020-05072020-02, the Capital Project and Service Assessment Ordinance which authorizes the imposition of annual Solid Waste Assessments for Solid Waste management and disposal services, facilities, and programs against all improved residential property within the County (the "Solid Waste Service Assessments"); and

**WHEREAS**, the County has adopted, or intends to adopt, resolutions re-imposing Solid Waste Service Assessments for Solid Waste management and disposal services, facilities, and programs within the County, including all incorporated and unincorporated areas, against benefitted residential properties using the tax bill collection method for the Fiscal Year beginning October 1, 2023; and

**WHEREAS**, the City has consented to the County's inclusion of its municipal areas in the County's residential solid waste assessment program; and

**WHEREAS**, the City has contracted with a franchised solid waste hauler to collect and dispose of all solid waste generated within the municipal limits of the City; and

**WHEREAS**, the County operates 12 residential solid waste dump sites throughout the County, including one located within the municipal limits of the City; and

**WHEREAS**, the County's solid waste dump sites are available for solid waste disposal for all residential property owners within the County, including City residents; and

**WHEREAS**, utilizing the County's assessable Solid Waste budget for Fiscal Year 2023-24, the County has determined that the average cost associated with operating one of its 12 solid waste dump sites is approximately \$130,420; and

**WHEREAS**, to fund a portion of the City's residential disposal costs for those services provided by the City's franchised hauler, the County will remit to the City a portion of the assessment proceeds collected from assessed residential properties within the municipal limits of the City.

**NOW, THEREFORE**, the City and County enter into this Interlocal Agreement and agree to the following terms and conditions:

**I. Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**II. Payment of Portion of Solid Waste Assessment Revenues to City; Use of Assessment Revenues; Annual Evaluation .**

A. Beginning on or before January 31, 2024, the County shall remit quarterly to the City seventy-five (75%) percent of Solid Waste Service Assessments collected from assessed residential properties within the incorporated area.

B. The City acknowledges and agrees that the Solid Waste Service Assessment revenues are legally restricted and that such revenues cannot be used for any purpose other than to provide solid waste management and disposal services to residential properties within the City. In the event there is any fund balance remaining at the end of a Fiscal Year, such balance shall be carried forward and used only to fund the City's provision of solid waste management and disposal services to residential properties within the City. Upon request of the County, the City shall provide information and records to the County substantiating its use of the Solid Waste Service Assessment revenues, including with respect to any amounts carried forward.

C. On or before May 1 of each year following the Effective Date of this Agreement, representatives of the Parties shall meet to discuss whether any adjustment of the percentage described in Section II. A. is warranted based upon the Parties' respective costs, use of the County's solid waste dump sites by City residents, and other relevant factors. Any such adjustment shall be effectuated by written amendment to this Agreement, in accordance with Section VI. C. hereof.

**III. Tipping Fees.** Effective October 1, 2023, the City shall be responsible for payment of all tipping fees associated with the disposal of solid waste collected within the incorporated area of the City (with the exception of tipping fees associated with solid waste collected from any County residential solid waste dump sites located within the incorporated area), and the County shall be responsible for payment of all tipping fees for solid waste collected at its residential solid waste dump sites.

**IV. Comingling of Waste Prohibited.** The City and its franchised hauler shall ensure that the County is not billed for any waste collected within the incorporated area. The City and County shall ensure that, during the provision of the solid waste management and disposal services, their employees, franchisees, contractors, and agents will not comingle any waste collected within the incorporated area with waste collected within the unincorporated area and vice versa.

**V. Notices.** All notices, requests, demands or other communications hereunder will be in writing and will be deemed to be properly given if hand-delivered, mailed by certified or registered U.S. Mail, or delivered by a generally accepted overnight courier service, such as Federal Express or United Parcel Service. Notices will be addressed as follows:

To the City: Seth Lawless  
City Manager  
245 S. Mulberry St.  
Monticello, FL 32344

To the County: Shannon Metty  
County Manager  
455 W. Walnut St.  
Monticello, FL 32344

with copy to: Heather J. Encinosa, Esq.  
County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, FL 32308

Either party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent. Any notice will be deemed given on the date such notice is delivered by hand or three days after the date mailed, if mailed to the proper address.

#### **VI. General Provisions.**

A. If either party materially fails or defaults in keeping, performing, or abiding by the terms and provisions of this Agreement, then the non-defaulting party will give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within forty-five (45) days after the date of the written notice, then this Agreement, at the option of the non-defaulting party, may terminate. This paragraph is not intended to replace any other legal or equitable remedies available to the non-defaulting party under Florida law but is in addition thereto.

B. With respect to the matters contemplated by this Agreement, neither party will be liable or responsible to the other as a result of any injury to property or person which was caused by an event of Force Majeure, which includes, but is not limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics/pandemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by public authorities not under the control of either party to this Agreement, or acts or failures to act by regulatory authorities.

C. No amendment, supplement, modification, or waiver of this Agreement will be binding upon either party unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions of this Agreement, whether or not similar, unless otherwise expressly provided.

D. If any part of this Interlocal Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the

rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be implemented.

E. This Interlocal Agreement will be governed by, construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action or proceeding to construe or enforce the provisions of this Interlocal Agreement will be in the Circuit Court in and for Jefferson County, Florida.

F. This Interlocal Agreement may be executed in counterparts, each of which will constitute an original and all of which will be deemed but one and the same instrument.

G. This Interlocal Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions, or representations, either oral or written, between the parties and made with respect to the matters contained herein, and there are no warranties, representations, or other agreements among the parties in connection with the subject matter hereof, except as set forth herein.

H. The County shall not be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the City, or any other agents, employees, officers, or officials of the City, and neither the City nor any other agents, employees, officers or officials of the City have any authority or power to otherwise obligate the County in any manner.

I. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Jefferson County, Florida, as required by the Interlocal Act.

J. This Interlocal Agreement shall become effective on the date the last of the parties hereto executes this Interlocal Agreement and the filing requirements of Section V(I) hereof are satisfied.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.**

IN WITNESS WHEREOF, the City and the County have been duly authorized to enter into this Interlocal Agreement which their proper officers have caused to be executed and their seals to be affixed hereunder on the dates indicated below, the latter of which dates shall be the Effective Date.

**CITY OF MONTICELLO**

**JEFFERSON COUNTY**

\_\_\_\_\_  
Gloria Cox  
Mayor, City Council

\_\_\_\_\_  
Chris Tuten  
Chairman, Board of County Commissioners

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

Date: 8/17/23

ATTEST:

ATTEST:

\_\_\_\_\_  
Emily Anderson  
City Clerk/Treasurer

\_\_\_\_\_  
Kirk Reams  
Ex Officio Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq.  
County Attorney

# Board of County Commissioners

## Agenda Request

Date of Meeting: August 17, 2023

Date Submitted: August 11, 2023

To: Honorable Chairman and Members of the Board

From: Evan Rosenthal, Assistant County Attorney  
Heather Encinosa, County Attorney

Subject: Approval of Interlocal Agreement with City of Monticello Concerning Solid Waste

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**Statement of Issue:** This agenda item requests Board approval of an Interlocal Agreement (“Agreement”) with the City of Monticello regarding solid waste.

**Background and Analysis:** Historically, the County has collected a special assessment for solid waste from residential and non-residential properties located in the unincorporated areas of the County and within the City of Monticello. The City’s solid waste tipping fees have also historically been paid by the County.

The Board has decided to discontinue the assessment for non-residential solid waste effective October 1. While the County has historically paid the City’s tipping fees, effective October 1 the City and County will be responsible for their own tipping fees since the County will no longer have the non-residential assessment program.

Representatives of the County met with the City Manager and City Attorney on March 28 to discuss changes to the solid waste program and the parties’ respective responsibilities going forward. At the meeting, the City was informed that due to discontinuation of the non-residential solid waste assessment, effective October 1, the County will no longer pay the City’s tipping fees. At the meeting the City also requested that the County continue to levy the residential assessment within the City. As a result, the City and County need to develop a process for remittance of a portion of the revenues collected within the City to the City to be used by the City to fund its residential tipping fees. The County would retain 25% of the assessments collected within the City to account for continued use of County residential disposal sites by City residents.

The attached interlocal agreement memorializing the above-described terms was provided to the City on July 19. On August 15, the City Manager conveyed to the County Manager that the County retaining 25% of the assessment revenues collected within the City is acceptable. No other comments regarding the interlocal agreement have been received from the City to date.

Approval of Interlocal Agreement with City of Monticello Concerning Solid Waste

August 17, 2023

Page 2

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**Options:**

1. Approve Interlocal Agreement with City of Monticello Concerning Solid Waste
2. Do Not Approve Interlocal Agreement with City of Monticello Concerning Solid Waste
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

Interlocal Agreement with City of Monticello Concerning Solid Waste





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF Monticello  
STATE OF FLORIDA

By: Emily Anderson

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

Title: City Clerk/Treasurer

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

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

Approved as to Form:

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

City Attorney



Christopher M. David  
305.350.5690  
cdavid@fidjlaw.com

December 18, 2023

**Via FedEx**

Mitchell J. Herring, Esq.  
City of Monticello, City Attorney  
123 N. Monroe Street  
Tallahassee, FL 32308

**Re: Highway 90 Lift Station – Purchase Offer – Parcel 18-2N-5E-0130-0000-0311**

Dear Mr. Herring:


Your letter dated November 28, 2023 directed to Volunteer Properties of Monticello, LLC (“Volunteer”) is acknowledged (the “Offer”). The undersigned is counsel to Volunteer. All further correspondence related to the Offer should be directed to the undersigned.

Volunteer has reviewed the Offer and hereby gives notice that it has rejected the same. Volunteer will, however, agree to convey an easement to the City of Monticello for purposes of constructing and maintaining a Lift Station on the referenced parcel in consideration for the payment of \$25,000 to the order of Volunteer. This counter-offer shall expire in thirty (30) days, unless extended by the undersigned or Volunteer, in writing.

If you have any questions or would like to discuss this matter, please feel free to contact the undersigned.

Sincerely,

FUERST ITTLEMAN DAVID & JOSEPH



Christopher M. David

cc: Client.



City of Monticello  
Request for Proposals for Grant Program Administration

The City of Monticello requests proposals from individuals or firms to provide Grant Administration Services for FFY 2022 \$700,000 Community Development Block Grant for wastewater pump station replacements. The grant will fund replacing two sewage pump stations that provide wastewater collection services to existing homes located in the City of Monticello. Administration services will include project/program management, financial tracking, environmental review, reporting, project closeout, and related activities. Proposals will be considered on an equal competitive basis, using the following criteria: (1) Successful CDBG Program experience - max. 30 points, (2) Qualifications of the Grant Administrator - max. 25 points, (3) Ability to become familiar with the project - max. 25 points, (4) Project approach - max. 15 points, (5) Fee - max. 5 points. Please submit one (1) original proposal and five (5) copies in a sealed envelope marked "CDBG Grant Administration for City of Monticello" no later than noon E.S.T., January 12, 2024. Proposals shall be delivered or mailed to 245 S. Mulberry St., Monticello, FL 32344. In accordance with Chapter 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal. MBE/WBE firms are encouraged to submit proposals. The City of Monticello is an equal opportunity, Affirmative Action, Fair Housing, and handicap accessible jurisdiction.

December 17 2023

LSAR0042773