ROLL CALL

ADOPTION OF THE AGENDA

PETITIONS FROM THE PUBLIC – FIVE (5) MINUTE LIMIT


CONSTITUTIONAL OFFICER REPORTS

CONSENT AGENDA

1. Budget Amendment Request for Sheriff’s Office to Properly Align Revenues & Budgeted Expenditures.

OLD BUSINESS

1. Discussion Regarding Amendments to Covenants and Restrictions on County Owned Property on SE Dale Leslie Drive.

PUBLIC WORKS DEPARTMENT

1. 

NEW BUSINESS

1. Discussion Regarding City of Valdosta Sewage Spills.

2. Discussion Regarding Date Change for Pre-Approved Bass Tournament.


4. Resolution 2018-08-22; Support for U.S. Bicycle Route 15 (Phase 1) Through Madison County.
**Planning & Zoning Board**

Mack Primm, Chair – District 1 – Term Ends January 1, 2019  
Mike Holton – District 2 – Term Ends December 1, 2020  
Calvin Malone – District 3 – Term Ends February 1, 2019  
Richard Cone – District 4 – Term Ends December 1, 2020  
Christy Grass – District 5 – Term Ends February 1, 2021  
Jeanne Bass – At-Large – Term Ends June 1, 2021  
Chad Thurmer – At-Large – Term Ends June 1, 2019  
Tim Ginn – School Board Representative  
Dot Alexander – Alternate – Term Ends February 1, 2019

**Madison County Development Council**

**BOCC APPOINTEES:**  
Ed Meggs – Term Ends – January 1, 2020  
Rick Davis – Term Ends – January 1, 2020

**Tourist Development Council**

Chair of BOCC or His Designee, Chair to be Re-Appointed Annually Prior to July 1st – Term Ends June 1, 2019  
Jim Catron – Elected Municipal Official from Most Populous Municipality – Term Ends June 1, 2020  
Edwin McMullen – Elected Municipal Official from Any Municipality – Term Ends June 1, 2019  
Latrelle Ragans – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2020  
Brenda Graham – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2019  
Trent Abbott – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2020  
Jackie Blount – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2019  
Roy Milliron – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2019  
Princess Roebeck – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2020

*Not More Than One of the Positions Marked with an Asterisk May Also be Filled by a Person who is Subject To the Tax.

**Competency Board**

Benjamin Grass – Term Expires January 1, 2020  
Travis Renfroe - Term Expires January 1, 2019  
Dennis Pitts – Term Expires January 1, 2020  
Jayson Williams – Term Expires January 1, 2020  
Curtis Johnson – Term Expires January 1, 2020  
Dewayne O’Quinn – Term Expires January 1, 2020  
Danny Plain – Term Expires January 1, 2020

**Code Enforcement Board**

Brian Leonardson – Term Expires January 1, 2019  
Anthony O’Quinn – Term Expires January 1, 2019  
Eddie Taylor – Term Expires January 1, 2019  
Curtis Johnson – Term Expires January 1, 2019  
Lynette Sirmon – Term Expires January 1, 2019  
Freddie Simmons - Term Expires January 1, 2019  
Jimmy Anderson – Term Expires January 1, 2019

**Commissioners**

Wayne Vickers, Chairman – District 2  
Alston Kelley, Vice-Chairman – District 1  
Ronnie Moore – District 3  
Rick Davis – District 5  
Alfred Martin – District 4

**PROCEDURAL RULES FOR THE MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS**

The following notices are hereby given to all persons concerning the meetings of the Board of County Commissioners of Madison County, Florida (hereinafter the “Board”):

1. The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern the meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with the law, these rules or any other rules waived by the Board.
2. No comments from the floor will be allowed under any circumstances.
3. The Board shall hear as many comments from the public as practicable during any meeting.
4. No member of the public may address the Board who has not previously signed up to address the Board, unless he or she is requested to do so by the Chair.
5. Any member of the public who wishes to address the Board on any topic, which appears on the agenda or otherwise, must sign up before the scheduled time for public comments.
6. All speakers will be limited to five (5) minutes per topic, unless leave is given by the Chair.
7. Any identifiable group of three (3) persons or more shall be limited to a total of ten (10) minutes per topic.
8. All members of the public given the privilege of addressing the Board, shall do so at the beginning of its scheduled meeting, or immediately following the lunch time break, if the scheduled meeting continues past the lunch time break.
9. The Chair may rule any speaker out of order and require that speaker to cease addressing the Board and if necessary order the bailiff to remove that speaker from the Commission Chambers if:
   A. The speaker refuses to confine his remarks to the topic at hand.
   B. The speaker becomes belligerent, irrational, or in any way disruptive to the meeting of the Board, or,
   C. The speaker refuses to cease addressing the Board after his allotted time.
10. No agenda item will be designated for any specific time other than a time during the first three (3) hours of the meeting, unless leave is given by the Chair. All times shown on the agenda are approximate.
11. No item may be added to the agenda of the Board of County Commissioners except upon request of the Chair, a Board member, the County Manager, the Clerk of the Board or the County Attorney.
12. All decisions of the Chair concerning parliamentary procedures, decorum, or rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.
13. The Chair shall vote on all issues that come before the Board in the same manner as a member of the Board.

**Notice:** All items listed on the agenda are for discussion & possible action including vote by the Board. The Board reserves the right to amend the agenda of any meeting to the fullest extent allowed by law. Pursuant to the provisions of the Americans with Disabilities Act, if you are a person requiring special accommodations to participate in this meeting of the Board, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Billy Washington, Clerk of Court, at P.O. Box 237, Madison, Florida 32341, telephone: (850)973-1500, at least 48 hours prior to the meeting. If you are hearing or speech impaired, please call 711. If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting he or she will need a record of the proceedings, and that, for such purpose, he or she will 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.
The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Coordinator Brian Kauffman, Clerk Billy Washington and County Finance Director Kaytrena Joseph.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 9:00 a.m. and conducted roll call.

Clerk Washington presented the proposed county budget for fiscal year 2018-19. He explained that the expected revenues shown in this budget were based on a tentative millage rate of 10.00. This proposed budget also did not account for any health insurance rate increase or contain any cost of living adjustments for employees. A recap of the budget was presented showing a deficit of expected revenues over expenditures of $419,687.

Undersheriff Epp Richardson presented the sheriff’s department proposed 2018-2019 balanced budget with revenue and expenditure amounts of $6,505,177.57. Richardson explained that some of the increase in the department’s budget was offset by new revenue resulting from funding for School Resource Officer positions at the schools. He also explained that the sheriff’s department works diligently to be good stewards of the public money that they are entrusted with. He also presented a year-to-date expenditure report showing that as of June 30, 2018, the department had actual expenditures of 76.3% of budgeted expenditures.

Property Appraiser Leigh Barfield presented the property appraiser’s office proposed 2018-2019 budget. She explained that her budget had already been submitted to the Department of Revenue for approval. Ms. Barfield explained that she also had two vehicles over ten years old and reiterated her request for a new vehicle. Clerk Washington said that he anticipated being able to fill that request using fiscally constrained money if the commissioners approved. The board indicated that funding this item from fiscally constrained money would be acceptable.
Clerk Washington said that the next scheduled budget hearing workshop would be on Friday, July 27th at 9:00 a.m. He stated that his office had not yet received all of the revenue numbers from the state, so the budget recap may change prior to the next meeting. After some discussion, Commissioner Davis stated that he would have liked to have seen the process start with a 3% cost of living increase for employees. Commissioner Martin asked if this could be included in the next proposed budget presented on the 27th. Clerk Washington said that his office would work to include this increase.

There being no further business, the Chairman adjourned the meeting at 10:08 a.m.
The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Coordinator Brian Kauffman, Clerk Billy Washington and County Finance Director Kaytrena Joseph.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 9:00 a.m. and conducted roll call.

Clerk Washington presented the revised proposed county budget for fiscal year 2018-19. He explained that the revised budget and recap was still based on the tentative millage rate of 10.00. The proposed budget also contained an 8.5% increase for health insurance costs, the state mandated retirement contribution rate adjustment and a 3% cost of living adjustment for employees. He stated that this left a deficit of $509,361 in the general fund, $98,926 in the transportation fund and $18,957 in the solid waste fund. Clerk Washington explained that the newly hired solid waste and recycling coordinator had not had the opportunity to examine the proposed budget from his department. He expected this fund to be balanced easily.

Supervisor of Elections Tommy Hardee gave a brief presentation of the operations of his office and his proposed 2018-2019 budget. He explained that there is a concern of cyber security threats during the upcoming election. He explained that he had applied for and anticipated receiving a grant from the Department of State-Division of Elections to pay for security upgrades.

Tax Collector Lisa Tuten presented her office’s proposed 2018-2019 budget. She said that it was basically unchanged from the prior year except to include the increases to health insurance and retirement rates and the proposed 3% cost of living adjustment.

Emergency Medical Services Director Lisa Jordan presented her department’s proposed budget. She explained that the billing company now being utilized has been able to collect more revenue than in past years. This will allow the EMS department to operate on revenue generated within their department without a transfer from general
fund. This also will allow the EMS fund to “pay back” money owed to the general fund from previous years.

Agriculture Extension Agent Dan Finneman presented the agricultural extension office proposed budget. He explained efforts by his department to cut expenditures, including staff reduction.

Chairman Vickers recessed the meeting at 10:11 a.m.
Chairman Vickers called the meeting back into order at 10:26 a.m.

Ms. Rosa Richardson from the Madison County Senior Citizens Center presented a proposed budget request for $31,200. She explained that this was an increase of $3000 over previous years’ requests. This was due to costs associated with transporting people from Greenville to Madison until the center in Greenville is completed.

Tourist Development Council Executive Director Phyllis Williams presented the TDC proposed budget. The proposal showed expected revenues and expenditures of $117,000.

Emergency Management Director Alan Whigham presented his department’s proposed budget request. He explained that the $25,000 request is utilized as matching funds to secure the grant money that makes up the remainder of his budget.

Building Official Rick Anderson presented the proposed budget for the building department. He outlined some of the cost savings measures the building department has implemented recently. These included online submittal and payment for certain permits. This has allowed him to move a position from full-time to part-time.

Recreation Department Director Tommy Garner presented the recreation department’s proposed budget. Mr. Garner explained that he anticipated hosting more travel softball tournaments. Also he had been working with citizen groups concerning tennis/pickleball courts.

Chairman Vickers recessed the meeting for lunch at 11:49 a.m.
Chairman Vickers called the meeting back into order at 1:31 p.m.

Veterans Service Officer Oliver Bradley presented the Veterans Service Office proposed budget.

County Coordinator Brian Kauffman explained the proposed budget of the board’s administrative department.

Road Department Coordinator Lonnie Thigpen presented his department’s proposed budget request. He explained that his request presents a deficit in the
transportation fund of $98,926. He would like to use an inter-fund transfer along with a draw from transportation fund reserves to balance for the upcoming year.

Animal and Mosquito Control director Jamie Willoughby presented both the Animal Control Department and the Mosquito Control Department proposed budgets for 2018-2019.

Solid Waste and Recycling Coordinator Clay Blair explained that due to his recent hire, he had not been able to review the proposed budget request submitted previously. He did note that due to the recent resignation of three employees, he felt that he would easily be able to make up the $18,957 deficit in the solid waste fund from the previously submitted budget.

Madison County Memorial Hospital Executive Director Tammy Stevens presented the hospital’s proposed budget request for 2018-2019. Her request included $300,000 for indigent health care, $250,000 for private pay/uncompensated health care and $400,000 for USDA loan interest payment.

Clerk Washington presented the budget request for the clerk of court’s office. He explained that he would revise his request to reflect no increase from the prior year’s request, if possible including the health insurance and retirement increases and the 3% cost of living adjustment.

After some discussion, the board agreed by consensus to approach the sheriff’s office with a proposal to have their budget set as a percentage of the year’s anticipated revenues.

There being no further business, the Chairman adjourned the meeting at 4:00 p.m.
The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Coordinator Brian Kauffman, County Attorney George T. Reeves, and Clerk Billy Washington.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 9:06 a.m. and conducted roll call.

Chairman Vickers explained that the purpose of the meeting was to discuss issues concerning the Cherry Lake public boat ramp and beach area, proposed changes to the Madison County Development Park Covenants and Restrictions and budget workshop.

A group of fishermen brought a concern that they feel that the board is not allowing them to utilize the public boat ramp to put in boats on Cherry Lake due to recent policy changes. They felt that having to obtain prior approval to park more than seven trucks and trailers at the Cherry Lake Beach facility hampered impromptu fishing clubs such as theirs. The board discussed possible solutions including closing the boat ramp, closing on certain days or times and differential fee structure for in-county and out-of-county residents. Parks and Recreation Director Tommy Garner explained that in the past impromptu fishing groups contacted him for approval, but had stopped doing that some time ago. The board instructed the County Coordinator to allow for impromptu approval by Mr. Garner. Commissioner Vickers inquired as to whether the board could waive fees for in-county residents. Mr. Reeves explained that it was possible to have different fees for in-state and out-of-state residents, but that it would require a change to the ordinance. After further discussion, the board agreed to allow Mr. Kauffman and Mr. Garner to work with the citizen groups to develop a solution to this issue and the handicap accessibility issues.

Chairman Vickers recessed the meeting at 10:30 a.m.
Chairman Vickers call the meeting back into order at 10:47 a.m.
Attorney Reeves presented the Madison County Amended and Restated Development Park Covenants and Restrictions. Economic Development Consultant Crawford Powell presented a list of questions and concerns with the proposed changes. After discussion on these issues, Attorney Reeves stated that he would revise Sections 3.9 on page 5, 5.7 on page 9, 4.8 on page 13 and 14, and 10 on page 17 and 18. He would also fix the typos in the numbering of the sections throughout.

Clerk Washington introduced some ideas for helping to close the deficit in the proposed fiscal year 2018-2019 budget. These included raising the percentage of budgeted anticipated revenue and raising the estimate for revenue from interest bearing accounts. Undersheriff Epp Richardson explained that he had spoken with Commissioner Davis about a budget based on a percentage of the county’s expected revenues each year. He explained that the sheriff’s office would require a “front-loaded” reserve to have the proper comfort level with a proposal like this. He did feel that this proposal was possible with the proper research and agreements in place. Commissioner Davis asked if Deputy Richardson had been able to re-examine the budget request of the sheriff’s office. Deputy Richardson stated that his budget was not out of line with any of the other department increases. He would look to see if there were cuts to be made, but would like some reassurance from the board that there would be funding for unexpected things.

The board asked Clerk Washington to have another presentation of the budget at or after the August 8, 2018 regular board meeting.

There being no further business, the Chairman adjourned the meeting at 12:33 p.m.

Board of County Commissioners
Madison County, Florida

By: ______________________
Wayne Vickers, Chairman

ATTEST:

William D. Washington,
Clerk to the Board of County Commissioners
The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Attorney George T. Reeves, County Coordinator Brian Kauffman, and Clerk Billy Washington.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 9:04 a.m. and conducted roll call.

Commissioner Vickers requested to add as New Business Item #4 a discussion regarding Cherry Lake Beach. Commissioner Moore presented a motion to adopt the agenda as amended. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to adopt the agenda.

Citizens Gary Fine, Jeff Golden and Lefils Gay addressed the board with concerns about Cherry Lake. Mr. Fine expressed his concerns with management of access at the Cherry Lake Public Beach and Boat Ramp. He also felt that there was a lack of enforcement of existing county ordinances concerning the beach and boat ramp area. Mr. Golden expressed concerns about the noise pollution from boats on the lake and patrons of the beach area. He also stated that litter was a problem on the lake and at the beach area. Ms. Gay also expressed concerns about noise and litter on the lake and at the public beach area.

Commissioner Vickers then directed the attention of the board to New Business Item #4, discussion regarding Cherry Lake Beach. Commissioner Vickers and County Coordinator Brian Kauffman explained a situation that occurred the prior weekend with an event at the public beach. Mr. Kauffman stated that many events like the one the prior weekend were “pop-up” events linked with social media posts. Commissioner Davis suggested the county review how events like these are regulated. Commissioner Vickers remarked that he believed that the commission should close the beach until something can be in place to better regulate the use of the public beach area. Commissioner Kelley presented a motion to close the beach area until the matters with regulating the public beach area could be settled. Commissioner Moore seconded the motion. Commissioner Moore asked what the expected timeframe would be and
whether the park would be shut for boats as well. Commissioner Kelley said that he felt the board should move quickly to open the park as soon as possible if it were closed. Commissioner Moore asked for this item and motion to be tabled until 1:00 p.m.

Commissioner Moore presented a motion to approve the minutes from the regular meeting held July 25, 2018. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the minutes.

Commissioner Davis presented a motion to approve the consent agenda. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the consent agenda. Items on the consent agenda included the following:
1. Budget Amendment Request – Sheriff’s Office Employee Payout $1,406.46
2. Budget Amendment Request – Sheriff’s Office Employee Payout $2,356.56
3. Budget Amendment Request – Sheriff’s Office Employee Payout $6,528.09
4. Budget Amendment Request – Sheriff’s Office Employee Payout $21,700.14
5. Appointment of Jeanne Bass to the Planning and Zoning Board

During the constitutional officers reports, Sheriff Ben Stewart discussed an issue that had arisen with one of his employees concerning insurance deductibles. He explained that the county’s insurance broker had been unable to obtain a satisfactory solution to the issue with United Health Care. He called and was able to have the issue solved. The board asked if this situation could be looked into further. Commissioner Davis requested a written explanation from Brown & Brown PRIA.

Under Old Business Item #1, Discussion Regarding Amendments to Covenants and Restrictions on County Owned Property on SE Dale Leslie Drive, Attorney Reeves presented the revised covenants and restrictions and explained changes made from the last draft. He stated that if the changes were acceptable, then they would advertise the proposed amendment. He also stated that the contract for Certified Towing could be advertised if the board had a price. The consensus of the board was to have the price remain at $5675 per acre for the 10+/- acre parcel of land.

Chairman Vickers called for a recess at 10:30 a.m.
Chairman Vickers called the meeting back into order at 10:51 a.m.

Under Public Works Item #1, Road Department Coordinator Lonnie Thigpen presented bids for SE Donaldson Road Drainage and Roadway Improvements. The bids received were the following:
- Anderson Columbia Co. $836,518.68
- Scruggs Co. $837,005.15
- Music Construction $888,387.75
- Curt’s Construction $890,494.20

The recommendation of the Road Department was to utilize the services of Anderson Columbia Co. Commissioner Kelley presented a motion to accept the recommendation. Commissioner Moore seconded the motion and the board voted unanimously (5-0) to accept the recommendation.
Under Public Works Item #2, Road Department Coordinator Lonnie Thigpen presented bids for County Road 150 South Roadway Improvements. The bids received were the following:

- Anderson Columbia Co. $1,687,466.35
- Capital Asphalt $2,167,298.00

The recommendation of the Road Department was to utilize the services of Anderson Columbia Co. Commissioner Moore presented a motion to accept the recommendation. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to accept the recommendation.

Under New Business Item #1, Matt Pearson, Executive Director of the Suwannee River Economic Council, Inc., presented the State Housing Initiatives Partnership (SHIP) Program Annual Report. Commissioner Moore presented a motion to accept the annual report. Commissioner Martin seconded the motion and the board voted unanimously (5-0) to accept the report.

Chairman Vickers passed the gavel to Vice-Chairman Kelley.

Under New Business Item #2, Fire Coordinator Chris Williams explained the need to replace expired bunker gear at the volunteer fire departments. According to his request letter, the Madison County Fire Board met on July 5, 2018 and voted to purchase the new bunker gear using money from the fire board reserve fund. Then on August 2, 2018 the Fire Board voted to order the new bunker gear from Municipal Emergency Services (MES). They also voted to seek a Forestry Service 50/50 grant to offset the cost for the equipment. Mr. Williams stated that the total cost for the 24 sets of bunker gear for the certified Fire-1 fire fighters would be $50,316.00 after application of the grant funds the request would be for $25,158.00. He also requested that if the grant funds were not awarded then the total amount to be paid from the fire board reserve fund. Commissioner Vickers presented a motion to allow the fire board to seek the forestry service grant and allow for the purchase of the new bunker gear as requested. Commissioner Moore seconded the motion and the board voted unanimously (5-0) to approve the motion.

Vice-chairman Kelley passed the gavel to Chairman Vickers.

Under New Business Item #3, Supervisor of Elections Tommy Hardee presented a budget amendment request. He explained that his office had been awarded an elections security grant for $61,588.00. This amendment would reflect the revenue from the grant and the expenditures against this money. Commissioner Moore presented a motion to approve the request. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the request.

Clerk Washington presented a revised proposed budget recap for discussion. He explained that the proposed transportation fund budget still had a deficit of $98,926 and the proposed general fund budget still had a deficit of $94,339. Clerk Washington explained that the general fund deficit had been brought down to this point by revisions
to requests from county departments and constitutional offices, raising the anticipated revenue derived from interest on interest bearing accounts and raising the maximum percentage utilized of anticipated revenues. Undersheriff Epp Richardson explained the steps taken by the Sheriff’s Department to reduce their budget request. Clerk Washington requested direction from the board as to how they would like to close the remaining deficit. He said that they could lower aid given to requesting agencies or transfer money from reserve accounts in the general fund or some other method. He also stated that prior to next budget cycle he would like for the board to set a policy setting a level of the maximum percentage of anticipated revenues that could be utilized for budgeting purposes as well as minimum reserve levels for reserve funds. The board requested Clerk Washington to review aid requests for increases and utilize the fiscally constrained reserve fund to balance the general fund. The board also instructed Clerk Washington to utilize the transportation reserve fund to balance the transportation fund.

Chairman Vickers called for a recess at 11:40 a.m.
Chairman Vickers called the meeting back into order at 1:03 p.m.

In the continuation of New Business Item #4, Attorney Reeves presented County Ordinance 2003-126 and County Ordinance 2012-203. He explained that Ordinance 2003-126 applied to all parks in Madison County. Paragraph J on page 13 of the ordinance contained special requirement for the Cherry Lake Boat Ramp and page 12 addressed hours of operation and fees. He explained that Ordinance 2012-203 added provisions concerning stickers for boat ramp usage for residents of Cherry Lake. He stated that the commission could vote to limit access, open access by changing the hours of operation or the fee schedule. After discussion, the board decided by consensus to update the signage at the Cherry Lake Beach and Boat Ramp to make it more enforceable, meet with ARC concerning management of the beach and boat ramp facilities and place "No Parking" signs around the lake. Commissioner Kelley then withdrew his motion to close the beach area until the matters with regulating the public beach area could be settled.

There being no further business, the Chairman adjourned the meeting at 2:45 p.m.

Board of County Commissioners
Madison County, Florida

By: ______________________
Wayne Vickers, Chairman

ATTEST:

_____________________
William D. Washington,
Clerk to the Board of County Commissioners
Date: August 13, 2018
To: Board of Madison County Commissions
RE: Fiscal Year 2017-2018 Sheriff's Office Fund 030, and Fund 034 Budgets

Honorable Board of County Commissioners,

The Madison County Sheriff’s Office current fiscal year budget reflects an anticipated revenue being generated in fund 034 and transferred to fund 030. However, investigative revenue fund 030, account number 030-341.200 reflects an excess amount of revenue equal to $20,000 as of June 30, 2018. The Sheriff’s Office revenue account number 030-381.034 reflects a shortfall of $20,000.00 as it relates to the budgeted expenditures.

It is the Sheriff’s Office request to amend its current fiscal year budget to reflect the revenue account line item 030-341.200 for an increase of $20,000.00 and decrease revenue account line item 030-381.034 from $45,000.00 to $25,000.00. This request is solely to properly align revenues and budgeted expenditures for a balanced budget by September 30, 2018.

The amendment request should be applied as follows:

Revenue: 030-341.200 Investigative Cost an increase of $20,000.00 to $38,000.00
  030-381.034 transfer from fund 034 decrease from $45,000.00 to $25,000.00
  034-351.700 318.21 revenue decrease of $20,000 to $65,000.00
  034-70-581.9130 transfer to fund 030 decrease of $20,000.00 to $25,000.00

The Sheriff’s Office men and woman as well as I thank you for your continued support and assistance to the Madison County Sheriff’s Office and allowing us to provide the most proficient level of service to all citizens of Madison County.

Respectfully,

[Signature]

Benjamin J. Stewart, Sheriff
## Statement of Actual & Estimated Revenues

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Estimated Revenue</th>
<th>Actual MTD Revenue</th>
<th>Actual YTD Revenue</th>
<th>Unrealized Revenue</th>
<th>Percent Received</th>
</tr>
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<tbody>
<tr>
<td>030-331.204</td>
<td>Byrne Grant-Communications</td>
<td>$55,629.00</td>
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<td>$55,629.00</td>
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<td>030-331.207</td>
<td>Byrne 2013 Equip Grant</td>
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<td>030-331.600</td>
<td>Crime Victim Assistance Grant</td>
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<td>030-334.209</td>
<td>DOT Traffic Grant</td>
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<td>030-341.200</td>
<td>Investigative Costs</td>
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<td>$3,836.98</td>
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<td>$35,549.08</td>
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<td>030-341.520</td>
<td>Sheriff Civil Fees/Suspense</td>
<td>$12,000.00</td>
<td>$2,000.00</td>
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<td>$14,309.92</td>
<td>119.25%</td>
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<tr>
<td>030-342.100</td>
<td>Police Service - Child Support Enforcement</td>
<td>$3,000.00</td>
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<td>$1,101.80</td>
<td>36.72%</td>
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<tr>
<td>030-342.200</td>
<td>SRO Reimbursement from School District</td>
<td>$178,434.56</td>
<td>$93,120.67</td>
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<td>$85,313.08</td>
<td>48.19%</td>
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<td>030-342.301</td>
<td>Inmate Housing Reimburse</td>
<td>$1,000.00</td>
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<tr>
<td>030-342.400</td>
<td>DJJ Reimbursement</td>
<td>$1,000.00</td>
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<td></td>
<td>#DIV/0!</td>
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<tr>
<td>030-359.000</td>
<td>State $ for Siezed Tags</td>
<td>$100.00</td>
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<td>(20.22)</td>
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<td>030-389.915</td>
<td>Transfer from State Court Facility Surcharge</td>
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## RADIO COMMUNICATION PROGRAM
**Fund 034**

### Monthly Financial Report

#### Statement of Actual & Estimated Revenues

<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Estimated Revenue</th>
<th>Actual MTD Revenue</th>
<th>Actual YTD Revenue</th>
<th>Unrealized Revenue</th>
<th>Percent Received</th>
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<tr>
<td>034-351.700</td>
<td>318.21-Radio Communication Prgrm</td>
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Revenue Totals

<table>
<thead>
<tr>
<th>Estimated Revenue</th>
<th>Actual MTD Revenue</th>
<th>Actual YTD Revenue</th>
<th>Unrealized Revenue</th>
<th>Percent Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>$86,000.00</td>
<td>$4,384.35</td>
<td>$45,136.71</td>
<td>$39,863.29</td>
<td>53%</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Account #</th>
<th>Description</th>
<th>Budgeted Expenditures</th>
<th>MTD Expenditures</th>
<th>YTD Expenditures</th>
<th>Outstanding Encumbrances</th>
<th>Available Balance</th>
<th>Expended &amp; Encumbered %</th>
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<td>Reimbursements to Sheriff</td>
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Appropriations/Expenditures Totals

<table>
<thead>
<tr>
<th>Budgeted Expenditures</th>
<th>MTD Expenditures</th>
<th>YTD Expenditures</th>
<th>Outstanding Encumbrances</th>
<th>Available Balance</th>
<th>Expended &amp; Encumbered %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$85,000.00</td>
<td>$398.76</td>
<td>$22,919.57</td>
<td>$22,919.57</td>
<td>$22,919.57</td>
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#### Fund Reserve at 9/30/2017

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<th>Fund Reserve at 9/30/2017</th>
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<td>$7,251.83</td>
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#### Bank & Investment Balance @ 07/31/2018

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<td>$29,468.97</td>
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08/13/2018

Sheriff Monthly Fin Reports as of July 2018
MADISON COUNTY AMENDED AND RESTATED DEVELOPMENT PARK COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Madison County,(hereinafter called “County”), is political subdivision of the State of Florida; and,

WHEREAS, by deed dated February 9, 2005, which was recorded in the public records of the County on March 23, 2005 at O.R. Book 751, Page 95, and by deed dated October 26, 2007, which was recorded in the public records of the County on October 26, 2007 at O.R. Book 883, Page 143, the County received title to a certain parcel of real property located wholly within the geographical limits of the County more particularly described on Exhibit “A” attached hereto as the “50.00 Acre Parcel”; and,

WHEREAS, on November 17, 2008, the County placed certain covenants and restrictions on the 50.00 Acre Parcel by executing the MADISON COUNTY DEVELOPMENT PARK COVENANTS AND RESTRICTIONS (the “First Covenants”) which were recorded in the public records of the County on November 18, 2008 at O.R. Book 930, Page 58; and,

WHEREAS, by deed dated November 17, 2008, which was recorded in the public records of the County on November 18, 2008 at O.R. Book 930, Page 74 (and re-recorded on December 11, 2008 at O.R. Book 932, Page 139) the County conveyed title to a portion (2.02 acres more or less) of the 50.00 Acre Parcel to a private party for development which is more particularly described on Exhibit “A” attached hereto as the “First Conveyed Development Lot”; and,

WHEREAS, on July 6, 2011, the County amended the First Covenants by executing an amendment thereto (the “Amendment to the First Covenants”) which was recorded in the public
records of the County on July 7, 2011 at O.R. Book 1029, Page 27; and,

WHEREAS, by deed dated December 16, 2011, which was recorded in the public records of the County on March 30, 2012 at O.R. Book 1052, Page 227, and by deed dated February 4, 2016, which was recorded in the public records of the County on February 4, 2016 at O.R. Book 1189, Page 153, the County conveyed title to a portion (5.59 acres more or less) of the 50.00 Acre Parcel to a private party for development which is more particularly described on Exhibit “A” attached hereto as the “Second Conveyed Development Lot”;

WHEREAS, by deed dated October 5, 2016, which was recorded in the public records of the County on October 5, 2016 at O.R. Book 1215, Page 171, the County was conveyed title to a certain parcel of real property located wholly within the geographical limits of the County more particularly described on Exhibit “A” attached hereto as the “71.31 Acre Parcel”; and,

WHEREAS, the County desires to further amend the First Covenants to include the 50.00 Acre Parcel and the 71.31 Acre Parcel (all of these parcels may be referred to collectively as the “Development Park”) and to amend the requirements and restrictions of set out in the First Covenants to better provide for orderly development enterprises within the area covered thereby; and,

WHEREAS, instead of simply recording another amendment to the First Covenants, the County has adopted this MADISON COUNTY AMENDED AND RESTATED DEVELOPMENT PARK COVENANTS AND RESTRICTIONS (these “Covenants”) to completely restate the applicable covenants and restrictions; and,

WHEREAS, the County intends to give notice to all persons and parties of these Covenants 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 Development Park, and does hereby place upon the property these Covenants 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 Development Park, or any portions thereof, and all other persons or parties acquiring title in any manner, shall be deemed, by the acceptance of such deed, deeds or title, to have agreed to these Covenants and to have covenanted to observe, comply with, and be bound by these Covenants, as hereinafter set forth, to-wit:

1. **RECITALS.** The above recitals are incorporated into these Covenants as if restated herein.

2. **DEFINITIONS.** The terms defined in the recitals shall have the same meaning in these Covenants. Additionally, the following terms shall have the following definitions unless the context clearly requires otherwise:

   - **County** shall mean Madison County, a political subdivision of the State of Florida.
   - **Covenants** shall mean these MADISON COUNTY AMENDED AND RESTATED DEVELOPMENT PARK COVENANTS AND RESTRICTIONS.
   - **Development Park** shall mean all of the real property located within the 50.00 Acre Parcel and the 71.31 Acre Parcel.
   - **Hazardous Substances** shall include all substances which fall within the definition of the terms “hazardous waste” and “hazardous substance” as defined in 40 C.F.R. Part 261 and in 40 C.F.R. Part 300. As 40 C.F.R. Part 261 and in 40 C.F.R. Part 300 are amended, from time to time, to include new substances, the definition of Hazardous Substances set out herein shall be deemed likewise amended.
*Liquid or Solid Waste* shall mean all liquid or solid waste regardless of whether such waste is regulated, hazardous, dangerous or is a Hazardous Substance.

*Lot* shall mean any portion of the real property which makes up the Development Park both before and after conveyed from the County. For the purposes of these Covenants the term Lot does not mean a platted lot and no portion of the Development Park may be conveyed by reference to a “Lot Number.”

*Owner* shall mean any person or entity which holds any interest in a Lot, except the County. Where a provision of these Covenants refers to an Owner of a Lot and there are more than one Owner, such provision shall be deemed to refer to all Owners of such Lot.

*Paved* shall mean constructed with hot-mix asphalt or portland cement concrete or similar material on a prepared base to create a hard, permanent, smooth, dust-free surface. This term shall not include construction by the placement of asphalt millings, gravel, lime rock, clay, dirt, sand or similar materials on a surface.

*Utilities* shall mean all utility services of every class and kind, including, without limitation by enumeration, water, wastewater, electricity, natural gas, telephone, cable television and internet.

3. **APPLICATION OF THESE COVENANTS.** The provisions of these Covenants apply to and are binding on all of the Owners and the Lots. All Owners shall accept title to their Lot or Lots subject to these Covenants and, by accepting such title, shall be deemed to agree to all of the terms of these Covenants. However:

3.1 To the extent there is any conflict between these Covenants and the First Covenants, the First Conveyed Development Lot shall be subject to and comply with the First Covenants; and,
3.2 To the extent there is any conflict between these Covenants and the First Covenants, as amended by the Amendment to the First Covenants, the Second Conveyed Development Lot shall be subject to and comply with the First Covenants, as amended by the Amendment to the First Covenants.

4. **PRIMARY INTENDED USE.** All of the Lots shall be used primarily for industrial, manufacturing, warehousing, distribution or commercial purposes.

5. **PROHIBITED USES.** The following uses are specifically prohibited on the Lots:

   5.1 Residential;
   5.2 Commercial incineration (waste or otherwise);
   5.3 Junk yards and salvage yards;
   5.4 Garbage, rubbish, trash and/or refuse dumps or disposal;
   5.5 Manufacture of explosives;
   5.6 Stock and slaughter yards, rendering plants;
   5.7 Pulp and paper mills;
   5.8 Fertilizer plants and fertilizer mixing establishments;
   5.9 Metal and ore foundries;
   5.10 Mining and fill removal;
   5.11 Any other uses not in conformity with the primary intended use set forth above, unless specifically approved by the County; and
   5.12 The County reserves the right, in its sole discretion, to prohibit any use on a Lot that may cause objectionable noise, vibration, odor or environmental site pollution.

6. **PROHIBITED ACTIVITIES.** In addition, the following activities are specifically
prohibited on the Lots:

6.1 **Air Emissions and Noise:** No emission of any substance (particulate, liquid, gaseous, organic or inorganic) into the air shall be allowed on any Lot except in compliance with all applicable Federal, State and Local laws, rules and regulations including obtaining all required permits from all applicable Federal, State and Local authorities prior to the commencement thereof. No emission of any noise shall be allowed on any Lot except in compliance with all applicable Federal, State and Local laws, rules and regulations including obtaining all required permits from all applicable Federal, State and Local authorities prior to the commencement thereof. Provided that noise and fumes generated by “street legal” motor vehicles which are properly registered in the State of Florida or any other state shall not be deemed to violate this subsection.

6.2 **Liquid or Solid Waste:** No Liquid or Solid Waste shall be disposed of on any Lot. No Liquid or Solid Waste which was not generated on a Lot shall be brought onto such Lot. All Liquid or Solid Waste generated on a Lot shall only be kept on such Lot temporarily and then transported outside of the Development Park for disposal. Unless prior written approval is given by the County, no Liquid or Solid Waste generated on a Lot shall be kept on such Lot more than one (1) month before being transported off of such Lot for disposal. All Liquid or Solid Waste generated on a Lot shall only be kept in a safe and controlled manner which does not present an unreasonable risk of escape or discharge. No Liquid or Solid Waste shall be generated, kept or transported off of any Lot except in compliance with all applicable Federal, State and Local laws, rules and regulations including
obtaining all required permits from all applicable Federal, State and Local authorities prior to the commencement thereof. Any discharge of Liquid or Solid Waste in the Development Park shall be immediately cleaned up and disposed of by the Owner of the Lot on which such discharged Liquid or Solid Waste was generated in compliance with all applicable Federal, State and Local laws, rules, and regulations at such Owner’s sole expense.

6.3 Hazardous Substances. No Hazardous Substances shall be disposed of on any Lot. No Hazardous Substances shall be bought onto any Lot for further transport elsewhere. No Hazardous Substances shall be bought onto any Lot except those required for the industrial, manufacturing, business and/or commercial activities lawfully conducted on such Lot. Unless prior written approval is given by the County, no Hazardous Substances shall be kept on any Lot in an amount greater than the amount reasonably required for three (3) months of the industrial, manufacturing, business and/or commercial activities lawfully conducted on such Lot. All Hazardous Substances kept on a Lot shall only be kept in a safe and controlled manner which does not present an unreasonable risk of escape or discharge. No Hazardous Substances shall be transported onto, kept, used on or transported off of any Lot except in compliance with all applicable Federal, State and Local laws, rules and regulations including obtaining all required permits from all applicable Federal, State and Local authorities prior to the commencement thereof. Any discharge of a Hazardous Substance in the Development Park shall be immediately cleaned up and disposed of by the Owner of the Lot on which such Hazardous Substance was to be used in compliance with
all applicable Federal, State and Local laws, rules, and regulations at such
Owner’s sole expense.

6.4 Use of Public Water and Wastewater Utilities: No water wells or
septic/wastewater disposal systems shall be allowed on any Lot. To the extent water and/or wastewater services are needed on a Lot, the Owner of the Lot shall connect to and utilize the available municipal/public water and wastewater utilities and pay the costs thereof.

6.5 Site Drainage: No activities which affect the natural drainage of surface water or surface water run-off (including, without limitation, earthmoving, laying impervious surface, construction of buildings and improvements) shall be conducted on any Lot except in compliance with all applicable Federal, State and Local laws, rules and regulations including obtaining all required permits from all applicable Federal, State and Local authorities prior to the commencement thereof.

6.6 Accumulations of Garbage, Rubbish, Trash, Refuse, Debris or Other Unsightly Materials: No accumulations of garbage, rubbish, trash, refuse, debris or other unsightly material shall be permitted to exist on any Lot. All such accumulations shall be immediately cleaned up and disposed of by the Owner of such Lot at such Owner’s sole expense.

6.7 Outdoor storage of Materials, Equipment, Products and Goods: The open, outdoor storage of materials, equipment, products and goods on a Lot is prohibited except as may be approved, in advance and in writing, by the County. All such prohibited storage shall be immediately corrected by the Owner of such Lot at
such Owner’s sole expense.

6.8 **Vehicles Kept on a Lot.** No vehicles (motor vehicles or otherwise) shall be kept on a Lot more than twenty four (24) hours except as follows:

6.8.1 Vehicles kept in a completely enclosed building;

6.8.2 Vehicles being used by the business for its business activity (busses, deliver trucks, etc.);

6.8.3 Vehicles being driven by the persons employed by the business or otherwise working on the Lot (employee automobiles, contractor’s service trucks, etc.);

6.8.4 If prior written approval is given by the County, a business which is located on a Lot and tows, services and/or repairs vehicles, may keep such vehicles for up to sixty (60) days in an outside storage area located on the Lot. If given by the County, such prior written approval shall provide the requirements which must be met by the Lot Owner, at its sole expense, for such outside storage area. These requirements shall include, at a minimum, the exact site for the outside storage area, whether the outside storage area shall be Paved, the maximum number of vehicles allowed to be stored in the outside storage area at any one time, and the requirements for the screening (set up and maintenance) of the outside storage area by such walls, fences and landscaping as the County may determine to be adequate to screen such vehicles from ground eye level view from areas outside of the Lot boundaries, and other requirements deemed necessary to protect the value and nature of the Development Park.
Under no circumstances shall vehicles (motor vehicles or otherwise) be transported to or kept on a Lot which are scrapped, junked or to be used for salvage or parts. No commercial repair work or any services of any kind shall be conducted on vehicles except in completely enclosed buildings.

6.9 **Nuisances:** No public or private nuisance shall be permitted to exist on any Lot. All such nuisances shall be immediately corrected by the Owner of such Lot at such Owner’s sole expense.

6.10 **Unlawful or Illegal Activities.** Not activity which is unlawful or illegal shall be conducted on a Lot. All such unlawful or illegal activities shall be immediately ceased or otherwise corrected by the Owner of such Lot at such Owner’s sole expense.

7. **REQUIREMENTS FOR DEVELOPMENT OF A LOT.** All uses on the Lots shall comply with all applicable building codes or standards and health and zoning regulations, as they may exist and be amended from time to time and the following:

7.1 **Setbacks:** No building shall be located on a Lot closer than twenty (20) feet to a Lot property line or the right-of-way line of a public road or street. Construction on two (2) or more Lots shall be treated as one (1) Lot for setback purposes.

7.2 **Minimum Lot Width:** Each Lot shall have a minimum width of one hundred (100) feet measured along the required front street setback line.

7.3 **Maximum Building Coverage:** The total first floor area of all buildings located on a Lot shall not exceed three-fifths (3/5ths) of the total surface area of the Lot.

7.4 **Construction and Appearance:** All buildings on a Lot shall conform to the following standards:
7.4.1 No building shall be constructed with used materials, except used brick or natural stone.

7.4.2 All exterior walls shall be of masonry or metal construction or of such other materials as may be determined by the County, in advance and in writing, to be of similar strength, fire resistance, durability and appearance. Concrete block construction shall be finished with face brick, stucco, granite, or other material as may be determined by the County, in advance and in writing, to be of suitable strength, fire resistance, durability and appearance.

7.4.3 All buildings shall provide an aesthetically attractive facade on the entrance side of said buildings.

7.5 Walls and Fences: Walls or fences on Lots shall be erected or installed to be compatible with decor of building.

7.6 Accessory or Temporary Buildings: No tents, accessory or temporary buildings shall be permitted on a Lot unless approved in advance and in writing by the County.

7.7 Garbage Container, Fuel Tanks, Oil Tanks, Air Conditioners: All above ground garbage or trash containers, fuel tanks, oil tanks, bottled gas tanks and air conditioners on a Lot shall be screened by such walls, fences and landscaping as may be adequate to screen such materials and equipment from ground eye level view from areas outside of the Lot boundaries. Alternatively such tanks and/or containers can be placed underground with no such screening requirements.

7.8 Storage: All materials, equipment, products and goods on Lots shall be stored in
completely enclosed buildings or shall otherwise be screened by such walls, fences, and landscaping as may be adequate to screen such materials, equipment, products and goods from view from areas outside of the Lot. Setback areas shall not be used for storage of materials, equipment, products and goods.

7.9 **Landscaping:** Each Lot shall be attractively landscaped between buildings or buildings and the property line of the Lot. The landscaping on each Lot shall be maintained by the Owner of the Lot in a safe, clean, and attractive condition.

7.10 **Driveways:** Lots shall be accessed only from publically maintained streets and/or roads though one or more driveways. All driveways shall be Paved and shall be of sufficient width to accommodate the size and type of vehicles which will be traveling too and from the Lot. The Lot Owner shall secure a permit from all driveways from the public entity (including the County, if applicable) which owns and maintains the subject publically maintained streets and/or roads.

7.11 **Internal Roads:** Vehicle traffic within a Lot shall be only on the internal roads which are constructed on the Lot by the Lot Owner. All internal roads shall be Paved and shall be of sufficient width to accommodate the size and type of vehicles which will be traveling too and from the Lot.

7.12 **Parking and Loading:**

7.12.1 No parking or loading shall be permitted on any street or road, either public or private, in the Development Park.

7.12.2 No parking shall be permitted on any Lot except the parking of passenger vehicles or commercial and other vehicles incident to the business lawfully conducted on the Lot.
7.12.3 No parking or loading shall be permitted on any Lot at any place other than parking or loading areas which shall be provided in accordance with the following:

7.12.3.1 Loading areas shall be Paved and located at least fifteen (15) feet from any public dedicated right-of-way and at least five (5) feet from a building or property line unless fully screened by an appropriate hedge.

7.12.3.2 Regular parking areas shall be Paved and located at least fifteen (15) feet from any public dedicated right-of-way and at least five (5) feet from a building or property line unless fully screened by an appropriate hedge. Each Lot shall contain sufficient regular parking areas to accommodate the maximum number of vehicles operated by employees, customers, suppliers, vendors and visitors expected on the Lot during peak hours (including shift overlaps).

7.12.3.23 Overflow parking areas may be either Paved or not-Paved, grass or gravel areas adjacent to regular Paved parking areas and shall used for overflow parking areas for temporary and intermittent parking on the Lot and shall be located at least fifteen (15) feet from any public dedicated right-of-way and at least five (5) feet from a building or property line unless fully screened by an appropriate hedge.

7.13 Lighting: Lighting on a Lot shall be arranged so that the direct source of lighting
is away from and does not shine directly on adjacent Lots, streets and other areas outside of the Development Park.

7.134 Signs: No signs, billboards or any similar structure (“signs”) shall be permitted on a Lot except signs which comply with the following:

7.134.1 Signs Shall be Accessory to the Business Located on the Lot. All signs shall be accessory to the business conducted on the Lot and shall show only the name of the business or businesses conducted on the Lot and/or identify the principal or accessory merchandise, services, activities, or entertainment sold, produced, manufactured, or furnished on the Lot.

7.134.2 Business Signs on Buildings: Business signs may be erected on any exterior wall of a building. Provided that no more than a total of 10% of the surface area of a wall may be covered by any such sign or signs. Such signs shall not extend above the roof line.

7.134.3 Free-standing or Pylon Signs: In addition to building signs, each Lot may have one (1) free-standing pylon sign. Any free-standing pylon sign as permitted by this section must meet all of the following requirements:

7.+14.3.2.1 The height shall not exceed six thirty-five (635) feet.

7.+14.3.2.2 No free-standing name plate sign shall be nearer than five (5) feet to any abutting street right-of-way or property line.

7.+14.3.2.3 The total area of the sign shall not exceed nine (9) square feet.
7.14.3.2.4 In the event there is more than one (1) tenant in the business building, each tenant is entitled to one (1) name plate attached to the free-standing sign provided. However, each such name plate sign shall be of uniform dimensions and lettering, and no name plate shall exceed three (3) square feet in area.

7.134.3.4 Lighting: No sign shall be lighted by means of flashing or intermittent illumination except that LED message signs (scrolling or otherwise) shall be allowed.

7.134.4.5 Obstruction of Vision: There shall be no sign on any Lot which unreasonably obstructs the vision of traveling motor vehicles.

7.15 Utilities. All utility lines and facilities to be constructed or placed on a Lot by a Lot Owner shall be underground utilities. This means that all utility lines (except those parts of the utility lines which must be above ground for technical reasons) will be buried and all other utility transmission facilities which can economically and practically be buried shall be buried.

8. DEVELOPMENT PLAN APPROVAL. No construction or alteration of any building or improvement on a Lot shall occur without the prior written approval of the County. To request the approval of the County for the construction or alteration of any building or improvement on a Lot, the Owner or prospective Owner of such Lot (or his designee) shall submit to the County a development plan. To be considered by the County, the development plan shall be prepared in accordance with the following:

8.1 Preparation: The development plan shall be prepared, signed and sealed by a
licensing architect and/or engineer.

8.2 Description of Business Activity: The development plan shall contain:

8.2.1 A general description of the business activity to be conducted on the Lot.

8.2.2 A description of whether the proposed business activity will include any dangerous or explosive raw materials, fuels, liquids and/or finished products.

8.2.3 A description of the type and amount of Air Emissions, Noise, Solid and Liquid Waste which will be generated by the business activity and how the same shall be dealt with and whether any permits will have to be obtained therefore.

8.2.4 A description of the type and amount of Hazardous Substances that will be used in the connection with the business activity and how the same shall be stored and disposed of and whether any permits will have to be obtained therefore.

8.2.5 A description of the anticipated traffic to and from the Lot the business will generate.

8.2.6 A description of the types of utility services that will be needed on the Lot.

8.3 Site Plan: The site plans shall be drawn to a scale of 1" = 30' or 1" = 40' and shall show the following:

8.3.1 All lot line dimensions.

8.3.2 Building setback, side line and rear yards distances.

8.3.3 Location and description of all existing buildings, structures, driveways, internal roads, impervious surfaces and other improvements on the Lot, if
8.3.4 Location and description of all proposed buildings including, without limitation, the specific type of material to be used on construction and the exterior color of the completed building(s).

8.4.5 Location and description of all proposed garbage or trash containers, fuel tanks, oil tanks, bottled gas tanks and air conditioners.

8.4.6 Location and description of all proposed storage areas (outside and inside) showing proposed landscaping, fences and walls applicable thereto.

8.4.7 Location and description of all proposed driveways and internal roads.

8.4.8 Location and description of all proposed regular parking areas with dimensions showing parking spaces, access, traffic circulation and the location and description of any lighting in connection with the parking area.

8.4.9 Location and description of all proposed overflow parking areas.

8.4.10 Location and description of all proposed loading areas.

8.4.11 Location and description of all proposed signs.

8.4.12 Location and description of all proposed lighting.

8.4.13 Location and description of all proposed utility lines.

8.4.14 Location and description of all proposed surface paving and curbing.

8.4.15 Location and description of all proposed storm water retention areas and drainage facilities.

8.4.16 Location and description of all proposed landscaping, fences, walls, or similar facilities.
8.5 **Review of Development Plans:** Once a completed development plan is received by the County, the County shall review the development plan to see if such development plan complies with the requirements of these Covenants. If the County finds a development plan to be in compliance with these Covenants, the County shall approve the development plan, in writing. If the County finds a development plan not to be in compliance with these Covenants, the County shall reject the development plan in writing and give written notice of all areas of non-compliance.

8.6 **Re-submission of Development Plans:** Rejected development plans may be resubmitted for review once the areas of noncompliance have been remedied.

8.7 **Pre-purchase Development Plan Review:** The development plan approval process set out herein may occur prior to the purchase of a Lot.

8.8 **Amendment of Development Plans:** An approved development plan may not be amended or changed without the prior written approval of the County.

8.9 **Fee for Review of Development Plans:** The County shall charge a reasonable fee for the review of development plans (both original and re-submissions) which shall be set in an amount determined by the County to adequately compensate the County for its staff time and other expenses in reviewing such development plans. Such fee may be set, and from time to time increased and decreased, by written resolution of the Board of County Commissioners of the County. In the absence of any such written resolution such fee shall be $100.00. Additionally, should the County require any professional engineering or other services to review any development plans, such fee shall be increased to include the anticipated cost of
such services. No development plan shall be complete nor the County’s review commence until the applicable fee is paid.

9. **REVERTER.** All conveyances by the County of a Lot are given subject to reverter clauses as follows:

9.1 No later than six (6) months after the date the conveyance of a Lot from the County is first recorded, the Owner of the Lot shall:

9.1.1 Have a development plan for the Lot approved by the County; and,

9.1.2 Initiate construction on the Lot of the buildings and other improvements and as approved by the County in such development plan as evidenced by issuance of a building permit from the County or applicable city.

If such development plan has not been approved or such building permit has not been issued within the time limits set forth above, the County, through its County Coordinator or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of the County, or applicable city to determine whether such a development plan has been approved or such a building permit has been issued and found that it has not. Upon recording of said affidavit in the public records of the County, title to the subject property shall automatically revert to the County as a matter of law and pursuant to this reverter clause.

9.2 No later than twenty four (24) months after the date the conveyance of a Lot from the County is first recorded, the Owner of the Lot shall complete construction of the buildings and improvements on the Lot as set out in the development plan approved by the County, as evidenced by issuance of a certificate of occupancy.
from the County or applicable city. If such a certificate of occupancy has not been issued within the time limits set forth above, the County, through its County Coordinator or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of the County, or applicable city to determine whether such a certificate of occupancy has been issued and found that it has not. Upon recording of said affidavit in the public records of the County, title to the subject property shall automatically revert to the County as a matter of law and pursuant to this reverter clause.

9.3 Should affidavit(s) be recorded by the County and the title to property revert as set out above, upon the written request of the immediate former owner, the County will provide a refund to the former owner of the purchase price of the Lot on the following terms:

9.3.1 Prior to the County paying any refund, the former owner shall provide to the County a quit claim deed for the Lot and a complete release of all claims against County and its officers agent and employees related to these Covenants and the reverter of the Lot. Both documents shall be in a form approved by the County, but such approval shall not be unreasonably withheld.

9.3.2 The amount of the refund shall be equal to the greater of $10.00 or the net proceeds the County received from the County’s sale of the Lot less the following:

9.3.2.1 All applicable recording costs for the above affidavits and/or the above quit claim deed;
9.3.2.2 Documentary stamp taxes which may be due on the above affidavits and/or the above quit claim deed;

9.3.2.3 All unpaid ad valorem taxes and assessments which may be due on the property since the conveyance from the County; and,

9.3.2.4 All unpaid amounts for mortgages, judgments and other liens on the property.

9.3.2.5 The reasonable cost or returning the Lot to the condition it was in immediately prior to the conveyance from the County.

9.3.3 The failure of an immediate former owner to request a refund or give a quit-claim deed or release shall not impair or adversely affect the title of the County to a reverted Lot.

9.4 The County and any person accepting title to the property or any portion thereof acknowledge that the preparation and recordation of any of the foregoing affidavits shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to the County.

9.5 The County may, in its sole discretion, waive any or all of the reverter conditions contained in the above reverter clauses completely or for an additional specified period of time to be determined by County in the County’s sole discretion. Such waiver by County, to be effective must be evidenced by the preparation and recordation of an affidavit executed by the County Coordinator, or designee, giving such waiver and specifying the new time frame in which shall apply to the subject reverter. The recordation of such affidavit by the County shall be conclusive evidence upon which any party may rely that the condition of the
reverter has been extended to such date as specified in said waiver.

9.6 The County may, in its sole discretion, subordinate any or all of the reverter clauses to mortgage indebtedness as determined by County in the County’s sole discretion. Such subordination, to be effective must be evidenced by the preparation and recordation of a subordination agreement executed by the County Coordinator, or designee, giving the terms of such subordination. The recordation of such subordination agreement by the County shall be conclusive evidence upon which any party may rely of such subordination.

9.7 Once the conditions of a reverter clause have been successfully completed so that the reverter cannot occur, upon request, the County will prepare and record an affidavit executed by the County Coordinator, or designee, acknowledging that the conditions of such reverter clause have been successfully completed and that such reverter clause is no longer in effect. The recordation of such affidavit by the County shall be conclusive evidence upon which any party may rely that the conditions of such reverter clause have been successfully completed and that such reverter clause is no longer in effect.

10. **UTILITY EASEMENTS.** All conveyances by the County of any Lot shall be subject to a perpetual easement for utilities, in favor of the County and its successors and assigns, on that portion of the Lot lying within twenty (20) feet from the each and every perimeter property line. The rights of the County and its successors and assigns, under said easement shall include the right (1) to install, replace, construct, reconstruct, 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) to prohibit the placing and maintaining of permanent or temporary
structures on the easement; (4) of ingress and egress and to remain on the easement and
those areas of the Lot immediately adjacent thereto for the aforesaid purposes; and, (5) to
license, permit or otherwise agree to the use or occupancy of the easement by any other
person(s), or entity(s) for the aforesaid purposes. As used herein the term “utilities” shall
include, without limitation by enumeration, water, wastewater, electricity, natural gas,
telephone, cable television, internet and all other utility services of every class and kind.

11. **RESTRICTIONS ON FURTHER SUBDIVISION AND PARTITION.** Once a Lot
has been conveyed by the County to another person or entity, no part of such Lot shall
thereafter be mortgaged, encumbered, sold, conveyed or otherwise transferred to any
person or entity except as a whole, in the same size and configuration as it was first
conveyed by the County. All Owners forever waive the right to have any portion of the
property divided or partitioned “in kind” by any court.

12. **NOTICE OF THESE COVENANTS:** Once a Lot has been conveyed by the County to
another person or entity, all subsequent deeds or other instruments conveying or
transferring any interest in the Lot shall contain a notice of these Covenants showing the
recording information therefor. Such notice shall be in substantially the following form:

> “NOTICE IS GIVEN that there are recorded covenants and
> restrictions which affect this property. Such covenants and
> restrictions are recorded in the public records of Madison County,
> Florida at O.R. Book _____ page ______.”

However, the failure to include the above notice in a deed or other instrument conveying
or transferring any interest in the Lot shall not affect the enforceability or validity of these
Covenants against such Lot or the Owner thereof.

13. **NON-ENTITLEMENT TO PERMITS, ETC.** No Owner shall be entitled to any zoning or land use approval, a building permit, certificate of occupancy, utility service or any other type of permit issued or service provided by any federal, state or local governmental authority, solely by virtue or their status as an Owner. All such permits or utility services shall be applied for separately and determined outside of the purchase and sale of the Lot.

14. **TERMINATION.** These Covenants shall terminate on January 1, 2058, and thereafter automatically renew for ten (10) year periods unless the County and a majority of owners of parcels, tracts or lots within the property vote to rescind them.

15. **AMENDMENTS.** The County hereby reserves for itself and its successors and shall have the absolute right, but not the obligation, for so long as the County owns any portion of the Development Park:

15.1 To amend these Covenants, but all such amendments shall conform to the general purpose and standards of these Covenants and shall not deprive any Owner or all or substantially all of the beneficial use of his Lot; provided, however, that this shall not prevent the County from waiving or amending any restrictions as to building setback lines and square foot requirements as to any Lot.

15.2 To amend these Covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.

15.3 To include in any contract, deed, or other instrument hereafter made relating to any Lot, any additional covenants, restrictions, or reserved easements applicable to such Lot which do not lower the standards of these Covenants.
15.4 To release any Lot from any part of these Covenants which involve violations of building setback lines, square foot requirements, and provisions hereof relating thereto if the County, in its sole judgment, determines such violation to be insubstantial.

15.5 Any amendments to these Covenants shall be effective when recorded in the public records of the County.

16. **GOVERNING LAW:** These Covenants shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

17. **VENUE AND JURISDICTION OF LEGAL PROCEEDINGS:** The exclusive venue and jurisdiction for any legal proceedings arising out of or relating to these Covenants, the Development Park or any Lot or Lots shall be the Circuit Court or the County Court in and for Madison County, Florida. Provided that if, under applicable law, exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.

18. **WAIVER OF JURY TRIAL:** The County and all Owners forever waive the right to trial by jury for any legal proceedings arising out of or relating to these Covenants, the Development Park or any Lot or Lots to the fullest extent allowed by law and agree to have any such legal proceedings decided by a judge alone, without a jury.

19. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the County’s sovereign immunity and/or the protections given the County under Section
20. **LIMITATION ON REMEDY:** Notwithstanding anything else herein to the contrary, the County and all Owners forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceedings arising out of or relating to these Covenants, the Development Park or any Lot or Lots. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that absent this provision such damages would have been recoverable.

21. **RECOVERY OF ATTORNEYS FEES AND COSTS:** The prevailing party in any legal proceedings arising out of or relating to these Covenants, the Development Park or any Lot or Lots shall be entitled to recover its costs, suit moneys and reasonable attorneys' fees from the other party for all matters, including but not limited to mediation, arbitration, trials and appeals.

22. **ENFORCEMENT.** Except as may be expressly limited in these Covenants, the County may enforce these Covenants by injunctive process or may recover damages or utilize any other available legal or equitable remedy. In any action where the County is seeking a temporary or permanent injunction to enforce these Covenants, a substantial likelihood of irreparable harm and the unavailability of an adequate remedy at law shall be conclusively presumed. The County may enforce the terms of these Covenants at its discretion, but if the County declines to exercise its rights under these Covenants, the County’s forbearance shall not be construed to be a waiver by the County of such term, or
of any subsequent breach of the same, or any other term of these Covenants, or of any of the County’s rights under these Covenants. No delay or omission by the County in the exercise of any right or remedy upon any breach of these Covenants shall impair such right or remedy or be construed as a waiver. The County shall not be obligated to any Owner, or to any other person or entity, to enforce the provisions of these Covenants.

23. **MISCELLANEOUS.** Invalidation of any portion or part of these Covenants by legal process shall in no way affect any other portion or part of these Covenants which shall remain in force and effect. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of these Covenants. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

(The remainder of this age was intentionally left blank.)

**IN WITNESS WHEREOF**, the undersigned have caused these Covenants to be executed this ________ day of _______________________, 20__.  

Signed, sealed and delivered in the presence of: BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA
Witness
________________________
Print or type name

By: ________________________________

Its Chair

Witness
________________________
Print or type name

ATTEST: ____________________________________

William D. Washington
Clerk

STATE OF FLORIDA
COUNTY OF ___________

The foregoing instrument was acknowledged before me this _____ day of __________, 20__ , by _____________, as Chair of the Board of County Commissioners of Madison County, Florida, on behalf of the Board, who is personally known to me.

_________________________________________
Notary Public, State of Florida

(My Commission Expires:)

(The remainder of this age was intentionally left blank.)

EXHIBIT “A”

Legal Description for the 50.00 Acre Parcel

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 1 SOUTH; RANGE 10 EAST, MADISON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH; RANGE 10 EAST MADISON COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 30 MINUTES, 17 SECONDS EAST, A DISTANCE OF 24.70 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 42 SECONDS EAST, A DISTANCE OF 2, 402.29 FEET TO THE NORTHERLY RIGHT OF WAY OF INTERSTATE NO.10; THENCE NORTH 74 DEGREES, 46 MINUTES, 09 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 169.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET AND A CENTRAL ANGLE OF 04 DEGREES, 21 MINUTES, 55 SECONDS; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 861.63 FEET, FOR A CHORD OF NORTH 69 DEGREES, 43 MINUTES, 23 SECONDS WEST, A DISTANCE OF 861.42 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 00 DEGREES, 45 MINUTES, 37 SECONDS EAST, A DISTANCE OF 739.59 FEET; THENCE NORTH 00 DEGREES, 34 MINUTES, 34 SECONDS EAST, A DISTANCE OF 608.36 FEET; THENCE NORTH 00 DEGREES, 44 MINUTES, 34 SECONDS EAST, A DISTANCE OF 649.73 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 58 SECONDS WEST, A DISTANCE OF 340.70 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES, 57 MINUTES, 34 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 102.21 FEET, FOR A CHORD OF NORTH 39 DEGREES, 42 MINUTES, 08 SECONDS WEST, A DISTANCE OF 91.37 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 17 SECONDS EAST, A DISTANCE OF 2,402.29 FEET TO THE NORTHERLY RIGHT OF WAY.

(The remainder of this age was intentionally left blank.)

Legal Description for the First Conveyed Development Lot

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 1 SOUTH; RANGE 10 EAST, MADISON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22, AND RUN NORTH 89 34'13" EAST, A DISTANCE OF 24.70 FEET; THENCE SOUTH 00 58'12" EAST, A DISTANCE OF 2,402.29 FEET TO THE NORTHERLY RIGHT OF WAY.
WAY OF INTERSTATE No. 10; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES: NORTH 75 41'39" WEST, A DISTANCE OF 169.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 17 10'09" EAST, A RADIAL DISTANCE OF 11,309.16 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03 16'31", A DISTANCE OF 646.51 FEET, AND HAVING A CHORD OF NORTH 71 11'35" WEST, A DISTANCE OF 646.42 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING CONTINUE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 05'24", A DISTANCE OF 215.12 FEET, AND HAVING A CHORD OF NORTH 69 00'37" WEST, A DISTANCE OF 215.12 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 00 10'57" WEST, A DISTANCE OF 358.83 FEET TO THE SOUTHERLY RIGHT OF WAY OF A FRONTAGE ROAD, WHICH IS ALSO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 15 01'56" WEST, A RADIAL DISTANCE OF 550.00 FEET; THENCE ALONG SAID RIGHT OF WAY NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23 32'24", A DISTANCE OF 225.97 FEET, AND HAVING A CHORD OF NORTH 63 11'52" EAST, A DISTANCE OF 224.38 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 00 10'57" EAST, A DISTANCE OF 537.06 FEET TO THE POINT OF BEGINNING CONTAINING 2.02 ACRES, MORE OR LESS.

Parcel ID No. 22-1S-10-1295-001-01A

(The remainder of this age was intentionally left blank.)

Legal Description for the Second Conveyed Development Lot

A portion of those lands described in O.R. Book 706, Page 94 of the Public Records of Madison County, Florida, being a portion of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 22; thence North 89°33’37” East along the north line of said SW 1/4 of NE 1/4 a
distance of 24.80 feet to a concrete monument marking the northeast corner of said O.R. Book 706, Page 94; thence South 00°56'32" East along the east line of said O.R. Book 706, Page 94 a distance of 1093.95 feet to the intersection of said east line with the southerly right-of-way line of SE Dale Leslie Drive (100 foot right-of-way), said point marking the southeast corner of those lands described in O.R. Book 751, Page 95 of the aforesaid records, said point also lying on a non-tangent circular curve to the left, having a radius of 450.00 feet and a central angle of 40°06'36"; thence along said curved right-of-way line an arc distance of 315.02 feet (Chord: South 68°40'39" West, 308.63 feet) to the point of tangency of said curve; thence South 48°37'21" West along said southerly right-of-way line a distance of 595.48 feet to the point of curvature of a circular curve to the right having a radius of 550.00 feet and a central angle of 02°50'03"; thence along said curved right-of-way line an arc distance of 27.21 feet (Chord: South 50°02'22" West, 27.20 feet) to the northeast corner of those lands described in O.R. Book 930, Page 74; thence South 00°08'55" East along the east line of said O.R. Book 930, Page 74 a distance of 180.00 feet to the POINT OF BEGINNING of the following described parcel; thence North 89°33'37" East a distance of 80.00 feet; thence North 00°08'55" West a distance of 116.25; thence North 48°37'21" East a distance of 371.97 feet; thence South 00°08'55" East a distance of 844.22 feet to the northerly right-of-way line of Interstate 10 (variable width right-of-way), said point lying on a non-tangent circular curve to the right having a radius of 11309.16 feet and a central angle of 01°56'07"; thence along said curved right-of-way line an arc distance of 382.00 feet (Chord: North 70°30'16" West, 381.99 feet) to the southeast corner of those lands described in O.R. Book 930, Page 74 of the aforesaid records; thence North 00°08'55" West along the east line of said O.R. Book 930, Page 74 a distance of 354.40 feet to the POINT OF BEGINNING.

Containing 5.00 acres, more or less.

AND ALSO,

A portion of those lands described in O.R. Book 706, Page 94 of the Public Records of Madison County, Florida, being a portion of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northeast corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said Section 22; thence North 89°33'37" East along the north line of said SW 1/4 of NE 1/4 a distance of 24.80 feet to a concrete monument marking the northeast corner of said O.R. Book 706, Page 94; thence South 00°56'32" East along the east line of said O.R. Book 706, Page 94 a distance of 1093.95 feet to the intersection of said east line with the southerly right-of-way line of SE Dale Leslie Drive (100 foot right-of-way), said point marking the southeast corner of those lands described in O.R. Book 751, Page 95 of the aforesaid records, said point also lying on a non-
tangent circular curve to the left, having a radius of 450.00 feet and a central angle of 40º06’36”; thence along said curved right-of-way line an arc distance of 315.02 feet (Chord: South 68º40’39” West, 308.63 feet) to the point of tangency of said curve; thence South 48º37’21” West along said southerly right-of-way line a distance of 595.48 feet to the point of curvature of a circular curve to the right having a radius of 550.00 feet and a central angle of 02º50’03”; thence along said curved right-of-way line an arc distance of 27.21 feet (Chord: South 50º02’22” West, 27.20 feet) to the northeast corner of those lands described in O.R. Book 930, Page 74; thence South 00º08’55” East along the east line of said O.R. Book 930, Page 74 a distance of 180.00 feet; thence North 89º51’05” East a distance of 80.00 feet; thence North 00º08’55” West a distance of 116.25; thence North 48º37’21” East a distance of 371.97 feet to a rebar marking the POINT OF BEGINNING of the following described parcel; thence continue North 48º37’21” East a distance of 39.89 feet to a rebar; thence South 00º08’55” East a distance of 880.60 feet to a rebar on the northerly right of way line of Interstate 10 (variable width right of way), said point lying on a non-tangent circular curve to the right having a radius of 11309.16 feet and a central angle of 00º09’37”; thence along said curved right of way line an arc distance of 31.65 feet (Chord: North 71º33’08” West, 31.65 feet) to a rebar; thence North 00º08’55” West a distance of 844.22 feet to the POINT OF BEGINNING.

Containing 0.59 acres, more or less.

Parcel ID No. 22-1S-10-1295-001-01B

(The remainder of this age was intentionally left blank.)

Legal Description for the 71.31 Acre Parcel

North Parcel:

A portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northwest corner of said SE 1/4 of NE 1/4; thence North 89º33’37” East a distance of 24.80 feet to a concrete monument marking the POINT OF BEGINNING of the following described parcel; thence North 89º35’34” East along the north line of said SE 1/4 of NE 1/4 a distance of 1242.37 feet to a concrete monument marking the intersection of
said north line with the westerly right of way line of County Road 255; thence South 00º31’06” East a distance of 671.40 feet to a concrete monument marking the point of curvature of a circular curve to the left having a radius of 1960.08 feet and a central angle of 06º40’21”; thence along said curved right of way line an arc distance of 228.27 feet (Chord: South 03º53’54” East, 228.14 feet) to a rebar marking the northerly end of the curved intersection of said westerly right of way line with the northerly right of way line of SE Dale Leslie Drive and the point of reverse curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of 96º12’13”; thence along said curved right of way line an arc distance of 125.93 feet (Chord: South 40º56’50” West, 111.65 feet) to a rebar marking the southerly end of said curved intersection; thence South 89º03’28” West along said northerly right of way line a distance of 1174.56 feet to a rebar; thence North 00º56’33” West a distance of 993.93 feet to the POINT OF BEGINNING.

Containing 28.12 acres, more or less.

SUBJECT TO existing county road right of way.

Said lands situate, lying and being in Madison County, Florida.

South Parcel:

A portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northwest corner of said SE 1/4 of NE 1/4; thence North 89º33’37” East a distance of 24.80 feet to a concrete monument; thence South 00º56’33” East a distance of 1093.93 feet to a rebar on the southerly right of way line of SE Dale Leslie Drive marking the POINT OF BEGINNING of the following described parcel; thence North 89º03’28” East along said southerly right of way line a distance of 1217.72 feet to a rebar marking the point of curvature of a circular curve to the right having a radius of 75.00 feet and a central angle of 62º10’56”; thence along said curved right of way line an arc distance of 81.40 feet (Chord: South 59º50’57” East, 77.46 feet) to a rebar marking the intersection of said southerly right of way line with the east line of said Section 22; thence South 00º24’33” East a distance of 204.29 feet to a rebar marking the southeast corner of said SE 1/4 of NE 1/4; thence North 00º59’24” East a distance of 1326.40 feet to a concrete monument on the northerly right of way line of Interstate 10; thence along said northerly right of way line the following courses: North 89º14’07” West a distance of 224.44 feet to a to rebar marking the point of curvature of a circular curve to the right having a radius of 4489.66 feet and a central angle of 04º43’20”; thence along said curved right of
way line an arc distance of 370.02 feet (Chord: North 79°38′12″ West, 369.92 feet) to a rebar; thence North 77°19′16″ West a distance of 231.70 feet to a rebar; thence North 75°39′01″ West a distance of 488.28 feet to a rebar; thence leaving said northerly right of way line North 00°56′33″ West a distance of 1308.14 feet to the POINT OF BEGINNING.

Containing 43.19 acres, more or less.

Said lands situate, lying and being in Madison County, Florida.

(The remainder of this age was intentionally left blank.)
City of Valdosta reports 135K gallon sewage spill

Published: Tuesday, August 14th 2018, 5:10 pm EDT
Updated: Tuesday, August 14th 2018, 5:11 pm EDT

By Krista Monk, Digital Content Producer

VALDOSTA, GA (WALB) - The City of Valdosta has reported a sewage spill at the Mud Creek Wastewater Treatment Plant after heavy rains Monday night.

According to a release from the city, about 135,000 gallons of secondary clarifier effluent spilled onto the plant grounds and into a storm drain that feeds Knight's Creek.

The release says the spill happened after about 1.5 inches of rain fell during a storm within hours on Friday night.

The city said the clarifier, which is one of the last steps of treatment before disinfection, became clogged with debris from the large amounts of flow entering the plant.

Officials said personnel identified the issue quickly and corrected the malfunction within minutes.

"Spills of any nature are unacceptable, which is why it has been the city’s top priority to prevent them through the addition of the new Wastewater Treatment Plant, Force Main, and Collection System Rehabilitation Program. Also, the city continues its River Sampling Program that tests water quality before, during and after major rain events.

While situations like this are unexpected, Mud Creek personnel added procedures to eliminate this issue in the future. Staff immediately began monitoring and testing the impacted area, as well as cleaning and disinfecting at the overflow locations and stream discharge points. Warning signs have been posted at the spill locations and downstream from these locations. Although the level of potential contamination to the creek is minimal, the public is advised to avoid any contact with the affected areas. Furthermore, all appropriate regulatory and public health agencies have been notified."

The city said it is continuing its efforts to improve the infrastructure of the sewer system to eliminate the issues in the future. City officials also said that "improving the sewer system has and will continue to be a priority."

In June, there was a 300,000-gallon sewage spill at the City of Valdosta's Withlacoochee Wastewater Treatment Plant.

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In June, there was a 300,000-gallon sewage spill at the City of Valdosta's Withlacoochee Wastewater Treatment Plant.

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Valdosta tests water after massive sewage spill

Published: Thursday, June 28th 2018, 5:51 pm EDT
Updated: Thursday, June 28th 2018, 5:59 pm EDT

By Damon Arnold, Reporter

VALDOSTA, GA (WALB) - City workers in Valdosta are now testing and monitoring the water that flows through the Withlacoochee River Wastewater Treatment Plant after a massive sewer spill early Wednesday morning.

City leaders said that a "bar screen" that is designed to catch debris before water enters the plant for treatment malfunctioned.

Although it was fixed within minutes, approximately 300,000 gallons of wastewater flowed through treatment plant without being screened.

"We recognize that spills are not acceptable at any time, and we've done this through construction of a new wastewater treatment plant, but we're also working to constantly make sure that our infrastructure is sound and intact and that things like this don't happen in the future," said City of Valdosta Spokesperson Ashlyn Becton.

The plant has since disinfected the site and will continue monitoring the water very closely over the next few months.

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Madison County Board of County Commissioners
Cherry Lake Beach
Fishing Tournament Request Form

Dates and Times of Tournament: 8-24-18 6pm - 12am
Change date from 8-25 (from Saturday to Friday)
Club or Person Hosting Tournament: GA Boys Tournament Trail
Contact Number(s): 229-560-5646
Number of Boats Anticipated: 15 - 20

Boat Trailer Parking at Cherry Lake Beach: ☑ Yes ☐ No
If not parking at Cherry Lake Beach, please list location of alternate parking:
Overflow will park at Cherry Lake VFD. Dennis Odom has approved parking at Fire Dept.

Board of County Commissioners Decision:
Approved _________
Denied _________

Chairman Signature _______________________________ Date __________________________
Gentlemen:

I have been working with Brian and Tommy Garner on getting two full size tennis courts marked for pickleball, to be built at the Rec Park in Madison County. Tommy is interested in bringing another sport to the facility and thinks that tennis and pickleball would be a great addition. We have found a perfect location for the two courts at the Rec Park.

These multi-functional tennis/pickleball courts will:

- Be an asset for our citizens and community.
- Enable us to hold tournaments to bring visitors that will help benefit tourism in Madison County.
- Be used to benefit the high school tennis team as their courts are in terrible shape.

Funds from the recent sale of real property to Ralph Gray are required to be reinvested in the rec park location, (approximately $79,000). The balance of the funds needed for two courts is approximately $50,000. I am working on getting a written bid from the tennis court construction company for the two courts (verbally $125,000 for everything except lights).

In my discussions about how to fund this project with Brian, he requested that I contact Phyllis Williams of the TDC regarding the possibility of their funding the balance needed for the construction of the two courts. I was invited by Phyllis to attend their meeting to speak to the board Thursday, August 9, 2018. I attended the meeting and shared with them my vision for the combination full sized tennis courts, marked for pickleball, at the Rec Park. After a good discussion, they felt that it was a wonderful idea, and were excited at the prospect of having these courts in our community not only for the citizens of Madison County but also to promote tourism. I am outlining what I was told was needed from the TDC Board to get final approval from them:

1. The TDC Board will need a letter from the Board of County Commissioners that they agree to use the funds from the surplus land sale at the Rec Park for the construction of these courts and that the $50,000 requested from the TDC Board will be sufficient for the two courts. Additionally, the letter should specify that both Brian and Tommy Garner are on board with this project.
2. I also need a written bid from the tennis court construction company (I emailed them this request Friday but would like Tommy to follow up with this request).
3. A TDC application needs to be submitted along with the written bid. I have attached the new application form. Tommy Garner, as the Director of the Rec Park, may be the best one to complete the application, but I am happy to do it as an individual if necessary. (Please advise who will complete the application.)
Please put this on the Agenda for the August 22, 2018 Meeting for discussion and approval. TDC has not scheduled a regular meeting next month, but has agreed to hold a special meeting to approve our application if this Board has met the criteria mentioned above. I hope the Board will approve this request so that we can move forward on this project.

If any of you have any questions or comments, please feel free to reply to this email.

Thank you for your attention to this matter and I look forward to working with you to improve Madison County.

Regards,

Judi Wyche
The Tourist Development Council will make available grant applications to organizations that express an interest in receiving funds. Projects must meet the guidelines and criteria outlined in this document.

In order to be considered for funding, the completed grant applications should be submitted to the Tourist Development Council Administrator according to the following schedule;

<table>
<thead>
<tr>
<th>Application Due</th>
<th>Event Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 30 - 4:00 PM</td>
<td>January 1 – March 31</td>
</tr>
<tr>
<td>January 31 - 4:00 PM</td>
<td>April 1 - June 30</td>
</tr>
<tr>
<td>April 30 – 4:00 PM</td>
<td>July 1 – September 30</td>
</tr>
<tr>
<td>July 30 – 4:00 PM</td>
<td>October 1 – December 31</td>
</tr>
</tbody>
</table>

Effective July 1, 2014 – this submission schedule will be strictly followed.

AUTHORIZATION HISTORY:
The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for Tourist Development in an effort to stimulate the local economy. In response to this need the voters of Madison County approved a two (2%) percent Tourist Development Tax on transient rental accommodations. A Tourist Development Council was created to assist the Madison County Board of County Commissioners in planning ways in which to use the revenues received through the Tourist Development Tax, based on statutory guidelines. The Current Local Option Tourist Development Tax is now three percent (3%) due to action of the Board of County Commissioners in 2003.

PURPOSE:
This document sets forth the guidelines and categories for grant applications from Tourist Development Tax funds. It is understood that the Tourist Development Council is funded by the Local Option Tourist Development Act (Bed Tax) and all projects and events should promote overnight stay in Madison County hotels, motels, bed & breakfasts and campgrounds.

EVALUATION PROCEDURES:
The following procedures will be strictly followed. After submission of a grant application, applicants are requested not to contact any member of the Madison County Board of County Commissioners or Tourist Development Council regarding their application. All contact should be coordinated through the Tourist Development Council Administrator’s office at the Chamber of Commerce Office ~ 182 NW College Loop ~ Madison, FL.

The Tourist Development Council Administrator will review all grant applications to determine if they meet the established criteria for funding. Only applications that have a substantial economic impact on the County from visitors will be further considered. The Tourist Development Council Administrator will notify qualifying applicants that they are to be considered further with instructions as to a scheduled time, date and location for a formal presentation to Tourist Development Council. Attendance by the applicant is mandatory at the TDC meeting when the application will be considered.
An original application is to be submitted to the Tourist Development Council Administrator at the Madison County Chamber of Commerce & Tourism. INCOMPLETE OR INCORRECT APPLICATIONS WILL BE RETURNED. APPLICATIONS SHOULD BE SUBMITTED AS EARLY AS POSSIBLE TO INSURE CORRECTNESS FOR PRESENTATION TO THE COUNCIL. TIME LIMITS MAY NOT BE EXTENDED DUE TO INCOMPLETE OR INACCURATE APPLICATIONS.

Following the applicant’s formal presentation, the Tourist Development Council will vote on the qualifying application and provide recommendation to the Madison County Board of County Commission at their next regularly scheduled meeting. All materials submitted with grant applications will become a matter of public record and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

TOURIST DEVELOPMENT PLAN
The Madison County Tourist Development Council (TDC) conducts a tax-based program to award grants for deserving events which promote Madison County’s appeal as a convention or tourist destination. Preference will be given to events in their first few years in this county, as “seed” money, in the hope and expectation that applicants will become self-sufficient in covering their own future event expenses.

Favorable event characteristics include;
A. It will attract out-of-town guests to occupy lodging facilities in the county;
B. It has growth potential and the grant funds can be used as “seed” money;
C. It is likely to generate media exposure.

Priority for all tourist development funding will be given to projects that have the greatest potential of bringing visitors to Madison County, especially to those events that create overnight stays in hotels, motels, bed & breakfast inns, RV parks and campgrounds as well as components affecting the social and environmental impacts on Madison County.

The objective of the TDC is to further enhance the tourism industry and the overall economy of Madison County through projects or programs that meet the following criteria:
1. Conformance to State/County Ordinances.
2. Attract visitors to Madison County
3. Increase the frequency of visits
4. Increase the length of stay of visitors
5. Increase the per capita spending of visitors.
6. Increase the number of room nights thereby increasing Tourist Development revenues

GUIDELINES FOR FUNDING
A. Funds should be available to support new projects or programs, as well as ongoing programs. However, special consideration is given to first-time events.
B. Funds should be allocated as “seed money” to assist in setting up new programs.
C. The Madison County Tourist Development Council, at its own discretion, shall have all approved grant funds disbursed by the Clerk of Circuit Court to the recipient’s vendor(s). The Clerk, through the pre-audit function of the office, may authorize and empower the payment of submitted invoices of items approved by the TDC and Board of County Commissioners

EVENT GUIDELINES
An organization or group seeking to qualify for tourist development funds must meet the following requirements:
A. Applicants must promote the interest of business, organizations, or citizen groups. The special event/purpose for which the funding is sought must be demonstrably promotional in nature and must meet the criteria related to tourism set forth in this application.
B. Applicants must be properly established and existing under Florida law and in good standing with all legal requirements of the State of Florida.
C. As a matter of policy, applications for events will not be considered for funding after a three-year period except under special circumstances.
D. Residency is not required, but events must be held in Madison County.
E. Applicants and / or their members must demonstrate the experience or ability to produce the kind of program or event for which the funding is requested.

POSSIBLE USES OF TOURIST DEVELOPMENT FUNDS:
The following are examples of how Tourist Development funds may be used to promote tourism in the county:
1. Promotional expenses in conjunction with an event to increase the awareness of Madison County outside this area. These include postage used for visitor solicitation, posters and brochures distributed inside AND outside Madison County, poster board material, layout and design of promotional materials. Every effort should be used to obtain these services from Madison County vendors;
2. Postage to mail brochures and news releases describing the approved special event. Bulk mail permits are required for volume mailing (500 pieces or more). The TDC will only reimburse at the prevailing bulk rate in Madison County, Florida;
3. Web advertising and out-of-county print advertising and publicity of an event to increase the number of overnight visitors, participation, attendance and awareness. Advertisements about the special event; television, radio, newspaper, brochures and magazines for promotion outside Madison County, billboards on highways entering Madison County and, on the interstate, passing through Madison County;
4. Construct or improve publicly owned sports or meeting facilities;
5. Required insurance for the event, including naming the Madison County Board of County Commissioners, the Madison County Tourist Development Council, the name of the town or city where the event is being held and the Greater Madison County Chamber of Commerce & Tourism as co-insured. Minimum liability coverage is $1,000,000. A copy of this policy must be provided to the TDC Administrator;
6. Lodging for contracted event promoters;
7. Operating expenses of the event such as a field or facility rental, tents, etc.;
8. Performance fees for known entertainment during the event which draw overnight crowds.

GRANT FUNDS MAY NOT BE USED FOR:
1. Legal, medical, engineering, accounting, auditing, planning, feasibility studies or other consulting services;
2. Salaries or supplements to salaries for existing or future staff, or employment of personnel not directly related to the project or event;
3. Real property or capital improvement to privately owned facilities;
4. Tangible personal property including but not limited to office furnishing or equipment, permanent collections or individual pieces or art;
5. Prize money or scholarships;
6. Travel;
7. Projects which are restricted to private or exclusive participation;
8. Private entertainment, food and beverages;
9. Awards, plaques and or certificates;
10. Payments for services or goods purchased for previous or other events;
11. Advertising and promotional materials distributed primarily at the event site or after the event;
12. Interest or reduction of deficits and loans not otherwise covered under statute.
13. The cost of resale items; i.e. t-shirts, maps, and other novelty items that will be sold at a profit.
TYPE OF GRANT – AUTHORIZED USED OF FUNDS – FLORIDA STATUTE 125.0104
(Please check one)

____ CAPITAL PROJECTS: Acquisition, construction, extension, enlargement, remodeling, repairing, improving, maintaining, operating or promoting one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, auditoriums, museums, zoological parks, fishing piers, or nature centers.

____ COMMUNITY EVENTS: Promoting tourism through local events. Maximum Award for existing events - $1,000

____ NEW OR SPECIAL EVENTS: Promoting tourism through events lasting two or more days sponsored by non-profit or for-profit organizations such as festivals, art shows, and historical events, which are open to the public and attract over 2,500 visitors from outside the County per event. Maximum Award - TDC Discretion

____ SPORTS EVENTS: Promoting tourism through organized amateur sports tournaments and events held within the County that bring over 200 participants from outside the County per event. Maximum Award is TDC Discretion.

It is understood that TDC approval requires final approval from the Madison County Board of County Commission. It is further understood that the Tourist Development Council is funded by the Local Option Tourist Development Act and all projects and events should promote overnight stay in Madison County hotels, motels, bed & breakfasts and campgrounds.

NOTE: All printed, promotional and related material must contain the following: “Funded in part by the Madison County Tourist Development Council” or words to that effect. Advertising copy and or content must be approved by the TDC Administrator in advance.

APPLICANT NAME (ORGANIZATION):

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER: FAX:

CONTACT PERSON: TITLE:

CONTACT PERSON CELL: EMAIL:

APPLICANT CHIEF OFFICIAL: TITLE:

APPLICANT CHIEF OFFICIAL CELL: EMAIL:

ORGANIZATION GOALS AND OBJECTIVES


MADISON COUNTY TOURIST DEVELOPMENT COUNCIL
GRANT APPLICATION
PAGE 4
NAME OF EVENT/PROJECT: 

DESCRIPTION OF EVENT/PROJECT: 

AMOUNT REQUESTED: *(Please provide a budget detail of expenses that are to be paid with this money)*

EVENT BEGIN DATE: ________________  EVENT END DATE: ________________

LOCATION OF EVENT: 

PROJECTED ATTENDANCE:
Number of attendees: __________  Number of attendee hotel rooms: __________
Number of staff hotel rooms: __________  Number of attendee restaurant meals to be consumed: __________
Number of staff restaurant meals to be consumed: __________

EVENT PROJECTED INCOME *(Please do not include TDC Grant Funds requested)*:
Booth Space Revenue: __________________
Sponsorship Revenue: __________________
Advertising Revenue: __________________
Other Revenue: __________________

OTHER SOURCES OF FUNDING AVAILABLE: 

TARGET AUDIENCE: 

DESCRIBE HOW MADISON COUNTY RESIDENTS AND VISITORS WILL BENEFIT FROM YOUR PROJECT AND HOW YOU WILL EVALUATE YOUR EFFECTIVENESS.

THE MADISON COUNTY TDC AND THE MADISON COUNTY BOARD OF COUNTY COMMISSIONERS REQUIRE THAT ALL FUNDS BE MANAGED PROFESSIONALLY AND ETHICALLY. HOW WILL YOU MONITOR EXPENDITURES OF GRANT FUNDS?

IF ENTIRE REQUEST CANNOT BE FUNDED, CAN PROJECT BE RESTRUCTURED FOR LESS FUNDING? *( ) YES *( ) NO IF YES, INDICATE MINIMUM AMOUNT REQUIRED $ __________
INDEMNITY AGREEMENT

In consideration of Madison County Board of County Commissioners, the Madison County Tourist Development Council, the name of the town or city where the event is being held and the Greater Madison County Chamber of Commerce & Tourism, permitting the undersigned to lease, rent or use property of County or City described as:

________________________________________ hereinafter referred to as the “Property”, on __________________________, the undersigned has agreed and does hereby agree to indemnify, save and hold harmless the Madison County Board of County Commissioners, the Madison County Tourist Development Council, the name of the town or city where the event is being held and the Greater Madison County Chamber of Commerce & Tourism for loss of or damage to the Property and from any and all liability for damages or injuries, or claims for damages or injuries, to any person or property suffered while on or arising during the use of the Property and pay to Chamber of Commerce, upon demand, all damages, costs, expenses and attorney’s fees that County may sustain, or become liable or answerable for, or shall pay, upon, in consequence of the use of the Property and Tourist Development Grant Funding by the undersigned or by any other person with the consent of the undersigned.

I have read the Procedures and Guidelines governing the use of these Tourist Development Council Grant Funds and this Grant Application, received a copy thereof, and do hereby agree to abide by them.

Dated this ______ day of ________________, 20____.

________________________________________
Print or type name of individual/organization

________________________________________
Signature of individual or authorized agent/officer
MADISON COUNTY TOURIST DEVELOPMENT COUNCIL
GRANT APPLICATION CERTIFICATION

ORGANIZATION______________________________________________________

ADDRESS________________________________________________________________

CITY________________________ STATE____ ZIP_________________________

TELEPHONE_________________________________ FAX_____________________

CONTACT PERSON________________________ EMAIL________________________

TITLE_________________________________ TELEPHONE_____________________

I have reviewed this GRANT APPLICATION from the Madison County Tourist Development Council. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this application and its attachments are accurate and complete.

The Clerk of the Circuit Court shall provide the Tourist Development Council a summary of all approved event grant disbursements and invoices. Any encumbered amounts of the grant not expended will revert back to “TDC Grants” expenditure line item in the budget.

_________________________________ Date _____________________________
Organization Leader (Signature)

_________________________________ Date _____________________________
Organization Secretary (Signature)

Considered this _____ day of ____________, ______ at a duly called meeting of the Madison County Tourist Development Council and by motion duly recorded, this funding application is:

_____ Recommended to the BOCC in the amount of $ ___________

_____ Not approved

Madison County Tourist Development Council Attest

_____________________________ ________________________________
Chairman TDC Administrator
POST EVENT EVALUATION REPORT
(Keep Pages 7, 8 & 9 to complete after the Event)

Instructions: Complete all parts of this form and return within ninety (90) days of the event to:

Tourist Development Council Administrator

Hand Deliver to: Madison County Chamber of Commerce & Tourism
182 NW College Loop
Madison FL 32340

Mail to: P.O. Box 817
Madison, FL 32341

Scan & Email to: chamber@madisonfl.org
For Help Call: Telephone 850-973-2788

Evaluation of events funded by the Madison County Tourist Development Council is an important accountability tool. This report is to be submitted as a final report. It is also important to get feedback from participants and sponsors who have contributed to the event taking place. There are many ways to evaluate your event, however, this short questionnaire will help you to provide us information relating to:

- Attraction of out-of-county visitors generating hotel/motel/campground rentals;
- Accomplishment of stated objectives for the funded grant;
- Extent to which the activity provided a program to Madison County and its residents and tourists, which is of significant merit and that without such assistance, would not take place in Madison County;
- Identification of issues related to the event should be addressed by the TDC which have an adverse impact upon successful events.

Name of Event: ____________________________________________________________

Date(s) Event Held: ______________________________________________________

Sponsoring Organization(s): _______________________________________________

Was the event a success? Yes ( ) or No ( )

If the event was not a success, please identify why the event was not a success? A succinct statement of no more than two paragraphs is requested. Attached an additional sheet if necessary.

________________________________________________________________________

________________________________________________________________________
Approximately how many out-of-county visitors can be documented at the following lodging facilities?

Best Western PLUS - Madison (850) 973-2020
Days Inn Motel of Madison (850) 973-3330
Deerwood Inn (850) 973-2504
Grace Manor Bed & Breakfast (850) 948-5352
Super 8 Motel of Madison (850) 973-6267
Unity House Bed & Breakfast (850) 973-4556
Yogi Bear Jellystone Camp Resort (850)973-8269

Other: ________________________________

Total: ________________________________

Did you advertise this event in out-of-county media? Yes ( ) or No ( )

If you did not advertise in out-of-county media, please explain why advertising was limited to Madison County. ________________________________

____________________________________

____________________________________

Did you use out-of-county vendors/performers/speakers/food service providers for this event? Yes ( ) or No ( )

If so, who were they? ________________________________

Would you use them again? Yes ( ) or No ( )

Why or why not? ________________________________

____________________________________

Identify issues related to the event which should be addressed by the TDC which will help other events succeed.

Please attach original invoices to be paid by the Clerk of Circuit Court on your behalf along with a financial report (Income & Expenses) for the event.
Dear Mr. Kauffman,

Thanks for taking the time to talk with Nicolina Sarnelli about the proposed U.S. Bike Route (USBR) 15 (Phase 1) through Madison County. This project is part of a national effort to build a U.S. Bicycle Route System (USBR). The system will be made up of roads and trails suitable for bicycle travel and will bring economic benefits to affected communities in the form of bicycle tourism. The state of Florida already has two established U.S. Bicycle Routes: USBR 1 and USBR 90.

The project is being coordinated by the Adventure Cycling Association, a national non-profit specializing in bicycle travel and route development for cyclists. The routes are being numbered and catalogued by the American Association of State Highway and Transportation Officials (AASHTO). The Florida Department of Transportation will nominate the route for AASHTO designation once all the agreements and letters of support are in place.

I am working on behalf of the Florida Department of Transportation to coordinate communication between key stakeholders and gain important feedback and support. Below you will find some additional background information and attached are letters of support for you to sign.

Feel free to edit the letters as needed. Please either send a signed hard copy of the letter or forward me an electronic copy.

Mary O’Brien, State Bicycle Pedestrian Coordinator
Florida Department of Transportation
605 Suwannee Street, MS 32
Tallahassee, FL 32399-0450
Mary.obrien@dot.state.fl.us

As a reminder, the proposed USBR 15 Phase 1 is mainly on the Madison County Four Freedoms Trail. It is also on FL-145 and very briefly on NE 172 Ave. The route proposal is predominantly on state-controlled right of way. We are asking for your acknowledgement of support, approval to use facilities not owned by the state (NE 172 Ave, and some parts of the Trail might be owned by the county) and permission to sign the route.

We are including a map and turn by turn directions. The general route for USBR 15 phase 1 begins at the FL-GA state line on FL-145 in Madison County, Fl, continues through Pinetta, FL; Hanson, FL; and terminates at the intersection of FL 145 (Duval Street) and US 90 in Madison, FL.

You can find more background information on the USBRS at www.adventurecycling.org/usbrs including a downloadable corridor map for the entire proposed system.

If you have any questions, please feel free to contact me.

www.fdot.gov
Regards,

Mary O'Brien, State Bicycle Pedestrian Coordinator
Florida Department of Transportation
605 Suwannee Street, MS 32
Tallahassee, FL 32399-0450
RESOLUTION 2018-08-22

A RESOLUTION OF THE MADISON COUNTY BOARD OF COUNTY
COMMISSIONERS SUPPORTING U.S. BICYCLE ROUTE 15 (PHASE 1)
THROUGH THE COUNTY OF MADISON

WHEREAS, a national network of bicycle routes which will link urban, suburban, and rural areas using a variety of appropriate cycling facilities is under development across the United States; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a corridor generally along State Route 145 and Madison County Four Freedoms Trail in Madison County, Florida to be developed as the initial phase of United States Bicycle Route 15 (USBR 15), and

WHEREAS, the Florida Department of Transportation has adopted a Policy on U.S. Numbered Bicycle Routes calling for the establishment of USBR 15 (Phase 1) in Florida; and

WHEREAS, a route that departs from the Florida-Georgia state line on SR 145 and ending in Madison, FL at SR 145 and US 90, as shown on the accompanying map is recommended as a preferable route for cyclists for USBR 15 passing through the County of Madison, Florida and can therefore provide a benefit to our residents and businesses, and

WHEREAS, we have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can promote bicycle tourism in our area.

THEREFORE, BE IT RESOLVED, that the County of Madison hereby express their approval and support of the development, mapping and signing of USBR 15 (Phase 1), and requests that the appropriate officials see to it that the route is officially designated by AASHTO as soon as this can be achieved.

DULY ADOPTED this 22nd day of August, 2018.

ATTEST: MADISON COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____________________________ By: ________________________________
William Washington, Clerk of the Court Roy W. Vickers, Chairman
August 22, 2018

Mary O’Brien, State Bicycle Pedestrian Coordinator
Florida Department of Transportation
605 Suwannee Street, MS 32
Tallahassee, FL 32399-0450

To Whom It May Concern:

Madison County would like to offer our support to designate the portion of NE Petunia Street between FL-145 and NE Persimmon Drive for the designation of proposed U.S. Bicycle Route 15 (USBR 15). Additionally, Madison County endorses having the route mapped and signed.

The U.S. Bicycle Route System is a bicycle based transportation system sponsored by the American Association of State Highway and Transportation Officials (AASHTO). The proposed USBR 15 begins near Syracuse, New York, passes through Pennsylvania, West Virginia, Virginia, Tennessee, North Carolina, and Georgia before entering Florida in Madison County, extending to Tampa and ending in Miami.

There are benefits to being a part of, or nearby, a U.S. Bicycle Route. Bicycle tourism is a growing industry in North America, contributing $47 billion a year to the economies of communities that provide facilities for such tourists. Mapping and signing the proposed route for USBR 15 will promote bicycle tourism in the area, providing a benefit to residents and businesses. The Madison County Four Freedoms Trail stands to benefit from this opportunity through increased promotion, visibility and usership. The surrounding communities will benefit both economically and from the health and environmental related benefits of encouraging bicycle travel in the region.
Therefore, Madison County hereby expresses its support for the portion of NE Petunia Street between FL-145 and NE Persimmon Drive to be designated, signed and mapped as USBR 15, and requests that the appropriate officials nominate the route for AASHTO designation as soon as this can be achieved.

Sincerely,

Signed: ___________________________ Date: ___________________________

Brian Kauffman, County Coordinator
Madison County, Florida
P.O. Box 539
Madison, FL 32341
850-973-3179
mccoord@madisoncountyfl.com
<table>
<thead>
<tr>
<th>Turn</th>
<th>Segment’s Facility</th>
<th>Turn Location and Road Name/Designation</th>
<th>Smallest Political Boundary</th>
<th>Bicycle Facility Type and Conditions</th>
<th>Segment Length (miles)</th>
<th>General Direction of Travel</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FL-145</td>
<td>Continue south on FL-145 towards Pinetta, FL.</td>
<td>Madison County, FL</td>
<td>Paved shoulder</td>
<td>3.90</td>
<td>South, Southwest</td>
</tr>
<tr>
<td>2</td>
<td>NE 172 Ave</td>
<td>Turn right onto NE 172 Ave and continue straight to NE Persimmon Drive.</td>
<td>Pinetta, FL</td>
<td>Rural, residential travel lane. 25 mph. No trucks.</td>
<td>0.07</td>
<td>West</td>
</tr>
<tr>
<td>3</td>
<td>Madison County “Four Freedoms Trail”</td>
<td>Turn left at NE Persimmon Drive, to get on Four Freedoms Trail which abuts the road. Head south on the Trail.</td>
<td>Pinetta, FL</td>
<td>Trail</td>
<td>0.31</td>
<td>South</td>
</tr>
<tr>
<td>4</td>
<td>Madison County “Four Freedoms Trail”</td>
<td>Right before NE Poppy Trail, Four Freedoms Trail jogs to the right, crosses Poppy Trail, and then is separated from roads.</td>
<td>Pinetta, FL</td>
<td>Trail</td>
<td>0.02</td>
<td>South</td>
</tr>
<tr>
<td>5</td>
<td>Madison County “Four Freedoms Trail”</td>
<td>Continue south on the Trail. The Trail runs along the west side of FL-145.</td>
<td>Madison County, FL</td>
<td>Trail</td>
<td>2.70</td>
<td>South</td>
</tr>
<tr>
<td>6</td>
<td>Madison County “Four Freedoms Trail”</td>
<td>Use the crosswalk provided as the Trail crosses FL-145, right after NE 115th Ave.</td>
<td>Hanson, FL</td>
<td>Crosswalk</td>
<td>0.03</td>
<td>East</td>
</tr>
<tr>
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</tr>
<tr>
<td>7</td>
<td><strong>Madison County “Four Freedoms Trail”</strong></td>
<td>Continue south on the Trail. The Trail now runs along the east side of FL-145.</td>
<td>Madison County, FL</td>
<td>Trail</td>
<td>6.17</td>
<td>South</td>
</tr>
<tr>
<td>8</td>
<td>FL-145</td>
<td>The Trail ends at FL-145. Turn left onto FL-145, heading southwest towards downtown Madison, FL. (There is a marked bike lane on the opposite side of the road heading north.)</td>
<td>Madison, FL</td>
<td>Rural travel lane. Mainly 45 mph. A small portion 55 mph.</td>
<td>0.30</td>
<td>Southwest, West</td>
</tr>
<tr>
<td>9</td>
<td>FL-145</td>
<td>Continue on FL-145, towards downtown Madison, FL. Starting at Rocky Ford Road there is a sidewalk on the left side of the street you could walk along.</td>
<td>Madison, FL</td>
<td>Urban travel lane. 35 mph. Sidewalk option.</td>
<td>0.28</td>
<td>Southwest, West</td>
</tr>
<tr>
<td>10</td>
<td>FL-145/Duval Street</td>
<td>Turn left onto FL-145/Duval Street. Continue straight to US 90/ E Base Street. Share the road with motor vehicles.</td>
<td>Madison, FL</td>
<td>Urban travel lane. 35 mph</td>
<td>0.22</td>
<td>South</td>
</tr>
<tr>
<td>Terminus:</td>
<td>Route segment terminates at intersection of FL-145/Duval Street and US 90/E Base Street</td>
<td>--</td>
<td>--</td>
<td>14.0 total</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td></td>
<td>USBR 15 in Florida, Phase 1 Mileage Overall: 14.0 miles</td>
<td>Madison County Four Freedoms Trail: 9.23 miles</td>
<td>FL-145: 4.70 miles</td>
<td>NE 172 Ave: 0.07 miles</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rural travel lane: flush shoulder</td>
<td>Urban travel lane: curb</td>
<td></td>
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</tr>
</tbody>
</table>
The ARC of the Big Bend, Inc.
Attn: Ms. Paula Arnold
122 SW Commerce Drive
Madison, FL 32340

Subject: Management of Cherry Lake Beach and Boat Ramp

Dear Ms. Arnold:

As you know, the management of the Cherry Lake Beach and Boat Ramp has been a hot topic during the last several county commission meetings. During our meeting and subsequent workshop on the afternoon of August 8th, the Board agreed on several issues that I need to make you aware of as the lead manager of the Cherry Lake Beach and Boat Ramp. We need your help to make your staff aware of these rules so we treat everyone in a fair and consistent manner.

1. Boat trailer parking is only allowed in the 7 parking spaces provided and the boat ramp must be closed and chained when the 7 parking spaces are occupied. There are two exceptions to this rule:
   a. The ramp can be used by a boat owner if they are waterfront property owner on the lake and have the appropriate blue 2012 sticker on the boat.
   b. The ramp can be used by a boat owner if they are associated with a fishing tournament that has prior written approval from the Board of County Commissioners. During a tournament, trailers may be parked in the automobile parking spaces and at offsite locations. No parking will be allowed outside of the parking spaces, or on the entrance road right-of-way.

2. Automobile parking is only allowed in the 21 parking spaces provided. The park is closed to additional users until a parking space becomes available.

3. The park is closed to the public from 8:00 pm to 8:00 am, except for fishing.
4. There is no charge for senior citizens (aged 55 years and older) and veterans.

I feel we can address most of the issues expressed by the citizens if we can control the parking. However, we need you and your staff to help educate the public and enforce the rules to the extent you can. In the near future, we will be working to install new "no parking" signs so we can enforce the parking by towing the vehicle if necessary, and we will be working the Sherriff's Department on other rule enforcement options.

I want to thank you and your staff for all you do in managing the Cherry Lake Beach and Boat Ramp. I know it can be very challenging, but I think we address most of the issues by working together to enforce the rules. Please let me know if you have any questions, or if you have any suggestions on how we can provide the public a better experience while they use the park.

Sincerely,

[Signature]

Brian Kauffman
County Coordinator
Madison County, Florida