

Jefferson County Board of County Commissioners

Thursday, June 1, 2023 at 4:00 pm

4pm - BUDGET WORKSHOP

- 1. Building Department
- 2. Extension Office
- 3. Library
- 4. Mosquito Control
- 5. Parks & Recreation

5pm - WORKSHOP

6. Tri-County Agreement

6pm - REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

- 7. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
- 8. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
 - a. Tourist Development Bed Tax Increase
- 9. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS (3 Minute Limit Please)
- 10. CONSENT AGENDA
 - a. Vouchers

Attachments:

- Accouvts (List_of_Accounts.pdf)
- Commissioner Report (Comm_Report_6-1-23.pdf)
- Vouchers (List_of_Vouchers_6-1-23.pdf)

11. GENERAL BUSINESS

a. Road Abandonment-Bippus Road

Attachments:

- **Bippus Rd** (BIPPUS_road_closing_resolutioN.doc)
- b. Defense Policy

Attachments:

- Cover Letter (Agenda_Item_-_Defense.doc)
- **Policy** (Defense_Policy.docx)

c. Home School Association Lease

Attachments:

- Cover Letter (Agenda_Item_-_Homeschool_Assn_Lease.doc)
- Lease Agreement (Homeschool_Association_Lease_CLEAN.docx)
- **Resolution** (Surplus_Resolution_Lease_Jeff_County_Homeschool_Assn_Inc.docx)
- d. Road Bond ITB Award
- e. USDA Grant Opportunity Discussion
- 12. CLERK OF COURTS
- **13. COUNTY ENGINEER**
- **14. COUNTY ATTORNEY**
- **15. COUNTY MANAGER**
- **16. COUNTY COMMISSIONERS**
- 17. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

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

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

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

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by

citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

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

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

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

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

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

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

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

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

General Fund 1947 SCRAP 1948 SCOP 1949 CIGP 2101 BOCC 2102 Coordinator 2103 County Attorney 2104 County Administrative 2211 Property Appraiser 2212 Tax Deed 2320 Clerk 2322 Circuit Court 2324 County Court 2332 State Attorney 2333 Public Defender 2440 Supervisor of Elections 2670 Courthouse 2671 Admin Buildings 2780 Planning Dept 2781 Industrial Development 3102 Veterans Affairs 3440 Building Dept 3990 Medical Examiner 4212 Animal Control 4216 Mosquito Control-Local 4217 Mosquito Control-State 6101 Recreation 6212 Library-Local 6213 Library-State 6302 Extension Fund 11 4102 Road Dept Fund 12 0018 CDBG Fund 14 3101 Sheriff Fund 19 3211 Fire Rescue Fund 22 4212 Solid Waste Fund 23 2911 E911

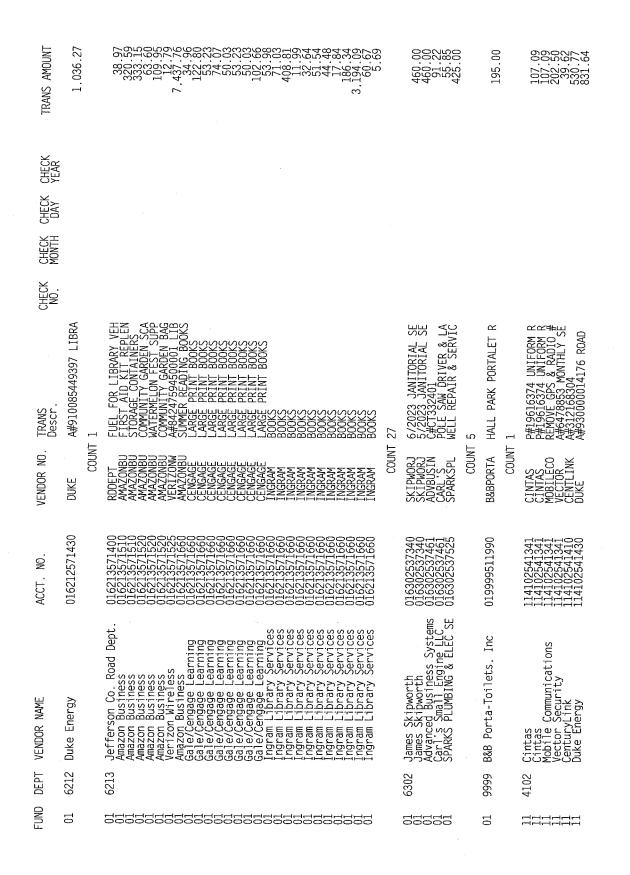
Fund 26

6214 Literacy

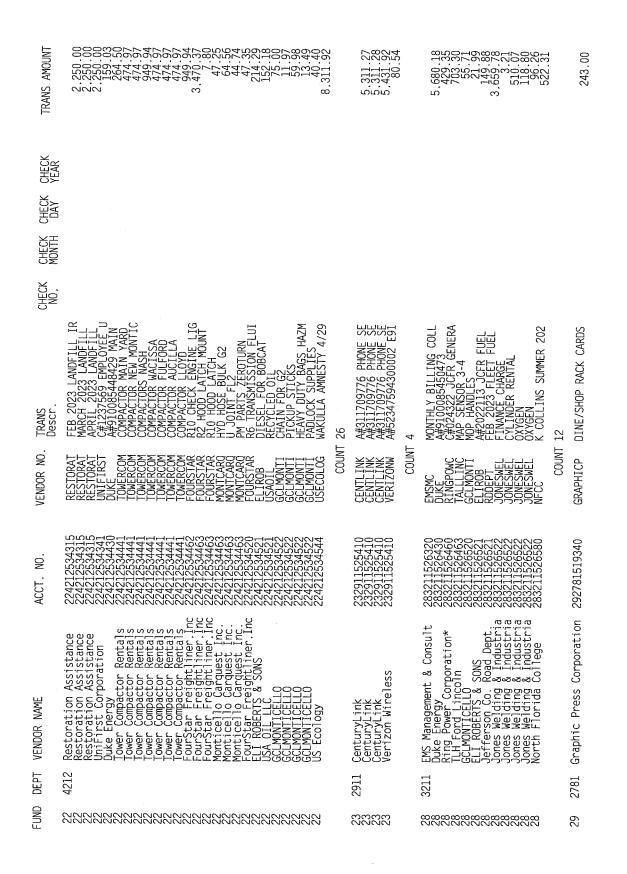
Fund 28

3211 EMS

TRANS AMOUNT	324.00 725.80 11.722.03 468.00		38.13 40.53 40.68		1.625.01 1.081.00 273.00		500.76		172.70 375.75 1,087.60 35.00	•	0.000.0 00.000		1.440.12		400.00		19.54		447.79 418.27 1 185.00	
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DEPT	2103		2104		2332		2333		2671		2780		3102		3990		4217		6101	
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DEPT	2781			* * E N D
FUND	232			* * *

REPORT DATE 05/30/2023 SYSTEM DATE 05/30/2023 FILES ID B					DF COUNTY COMMISS NID - CASH CODE C			1 12:12:49 NIKKI
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPT	TRANS TION AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L C/	ASH ACCOUNT-0	11010000		CASH-CHECKI	NG-GEN. FUND		
ABC Maintenance Service	s 06/01/2023	-	05010	05/16/2023	VR 01060123-111	SERVICE UNIT UNTIL R	EPAIR	
ABC Maintenance Service	s 06/01/2023	-	05029	05/16/2023	VR 01060123-110	AIR FILTERS	1087.60 375.75	.00 .00
	CHE	ECK TO VENDOR	==>VENDOF	R ABCMAINT A	BC Maintenance S	ervices TOTALS	1463.35	.00
Advanced Business Syste	m 06/01/2023	-	422614	05/18/2023	VR 01060123-082	C#CT332401	91.22	. 00
	CHE	ECK TO VENDOR	==>VENDOR	R ADVBUSIN AG	dvanced Business	Systems TOTALS	91.22	.00
AE ENGINEERING INC	06/01/2023	-	24499	04/30/2023	VR 18060123-046	ROAD BOND PHASE 1	6130.00	.00
	CHE	CK TO VENDOR	>VENDOR	R AEENGINE AE	E ENGINEERING INC	C TOTALS	6130.00	.00
Amazon Business Amazon Business Amazon Business	06/01/2023 06/01/2023	-	XYLDFNHJ	05/14/2023	VR 01060123-012	SUMMER READING BOOKS COMMUNITY GARDEN SCAL	_E 63.60	.00 .00
Amazon Business	06/01/2023 06/01/2023					STORAGE CONTAINERS FIRST AID KIT REPLENT	333.15 ISHMT 320.59	.00
Amazon Business	06/01/2023	-	9LKKJDLR	05/14/2023	VR 01060123-016	WATERMELON FEST SUPPL	IES 109.95	.00
Amazon Business	06/01/2023	-	91Q4HXY9	05/14/2023	VR 01060123-017	COMMUNITY GARDEN BAGS	5 12.79	.00
	CHE	CK TO VENDOR=	==>VENDOR	AMAZONBU Am	azon Business	TOTALS	875.04	.00
AXON ENTERPRISE INC	06/01/2023	-	0072413	05/16/2023	VR 14060123-043	6/23 TASOR TRAIN A JC	DHNSN 495.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	AXONENTE AX	ON ENTERPRISE IN	IC TOTALS	495.00	.00
B&B Porta-Toilets. Inc	06/01/2023	-	294859	05/10/2023	VR 01060123-121	HALL PARK PORTALET RE	NTAL 195.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	B&BPORTA B&	B Porta-Toilets,	Inc TOTALS	195.00	.00
B & B Sporting Goods	06/01/2023	-	0042578	03/28/2023	VR 01060123-029	BASEBALL EQUIPMENT	1185.00	.00
	CHEC	CK TO VENDOR=	=>VENDOR	B&BSPORT B &	& B Sporting Good	ds TOTALS	1185.00	.00
Beggs Funeral Home	06/01/2023	-	013123HH	02/16/2023	VR 01060123-041 H	H HENDERSON BODY REMO	VAL 400.00	.00
	CHEC	CK TO VENDOR-	=>VENDOR	BEGGS Beç	ggs Funeral Home	TOTALS	400.00	. 00
Big Bend-Eubanks Termite	06/01/2023	- 2	251590	04/13/2023 \	/R 01060123-040 /	A#12663 LLOYD WOMANS	CLUB 35.00	.00
	CHEC	CK TO VENDOR==	=>VENDOR	BIGBTERM Big	g Bend-Eubanks Te	ermite TOTALS	35.00	.00
Capital City Pest	06/01/2023	- 1	12393	05/08/2023 V	/R 19060123-073 A	A#1502 WVFD PEST CONTI	ROL 65.00	.00
	CHEC	K TO VENDOR==	=>VENDOR	CAPPEST Cap	oital City Pest	TOTALS	65.00	.00
Carl's Small Engine LLC	06/01/2023	- (018764	05/18/2023 V	/R 01060123-078 F	POLE SAW DRIVER & LABO	DR 55.85	.00

REPORT DATE 05/30/2023 SYSTEM DATE 05/30/2023 FILES ID B						OUNTY COMMISS				GE 2 ME 12:12:49 ER NIKKI
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	CHI	ECK TO VENDOR:	==>VENDOF	R CARL'S C	Carl'	s Small Engi	ne LLC	TOTALS	55.85	.00
Gale/Cengage Learning	06/01/2023	-	80631891	L 02/09/2023	3 VR	01060123-001	LARGE P	RINT BOOKS	122.80	.00
Gale/Cengage Learning	06/01/2023	-	80710818	3 02/16/2023	VR.	01060123-002	LARGE P	RINT BOOKS	53.23	.00
Gale/Cengage Learning	06/01/2023	-	80856366	5 03/09/2023	VR -	01060123-003	LARGE P	RINT BOOKS	74.07	.00
Gale/Cengage Learning	06/01/2023	-	80891516	5 03/17/2023	3 VR	01060123-004	LARGE P	RINT BOOKS	50.03	.00
Gale/Cengage Learning	06/01/2023					01060123-005			53.23	.00
Gale/Cengage Learning	06/01/2023					01060123-006			50.03	.00
Gale/Cengage Learning	06/01/2023					01060123-007			102.66	.00
Gale/Cengage Learning	06/01/2023	-	81067180	04/21/2023	VR	01060123-008	LARGE PI	RINT BOOKS	53.98	.00
	CHE	CK TO VENDOR=	=>VENDOR	CENGAGE G	ale/(Cengage Learr	ning	TOTALS	560.03	.00
CenturyLink	06/01/2023	-	0323E911	03/16/2023	VR 2	23060123-047	A#311704	9776 PHONE SE	RVICE	
-							/ (() 011/ 01	STIC THOME SE	5311.27	.00
CenturyLink	06/01/2023	-	0423ANEX	05/16/2023	VR (01060123-117	A#311176	5920	172.70	.00
CenturyLink	06/01/2023					23060123-048				
									5311.28	.00
CenturyLink	06/01/2023	-	0523E911	05/16/2023	VR 2	23060123-049	A#311709	9776 PHONE SE	ERVICE	
									5431.92	. 00
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Duke Energy	06/01/2023	-	0423EMS	05/12/2023	VR 2	8060123-065	∆#Q1∩∩∩g	5450473	429.35	00
Duke Energy	06/01/2023					9060123-064			429.35 429.35	. 00
Duke Energy	06/01/2023					1060123-010				.00
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Duke Energy	06/01/2023	-	0423SWM0	05/12/2023	VR 2	2060123-108	A#910085	448429 MAIN		.00
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	CHE	CK TO VENDOR=	=>VENDOR	DUKE Du	uke E	nergy		TOTALS	2159.47	.00
ECB PUBLISHING INC	06/01/2023	- 2	26632	05/05/2023	VR 0	1060123-038	RFP 23-0	6 AD	40.53	.00
ECB PUBLISHING INC	06/01/2023	- 2				1060123-037			38.13	.00
ECB PUBLISHING INC	06/01/2023	- 2				1060123-039				.00
ECB PUBLISHING INC	06/01/2023	- 2	26710	05/17/2023	VR 0	1060123-112 l	LEGAL RF	P 2023-05 AD		. 00
	CHEC	CK TO VENDOR	=>VENDOR	ECBPUB EC	B PU	BLISHING INC		TOTALS	179.34	.00
ELI ROBERTS & SONS	06/01/2023	r	40051151	04/00/0000		0000100 050				
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LET ROBERTO & SONS	00/01/2023	- 4	20404	05/09/2023	VR Z	2060123-101 [JIESEL FO	OR BOBCAT	152.18	. 00
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EMS Management & Consult	06/01/2023	- 0	51150	04/30/2023	VR 28	3060123-072 №	10NTHEY F	STLLING COLLI	-CTIO	
			, 1						5680.18	.00
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									5000.10	.00
FLORIDA HOMES INC.	06/01/2023	- P	A#2HWRD	05/12/2023 \	VR 12	2060123-075 C	CDBG PA#2	2 S HOWARD	68037.10	.00

REPORT DATE05/30/2023JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERSSYSTEM DATE05/30/2023LIST OF VOUCHERS TO BE PAID - CASH CODE ORDERFILES IDB	PAGE 3 TIME 12:12:49 USER NIKKI
VENDOR DUE PURCHASE INVOICE DUE TY VOUCHER NAME DATE ORDER NUMBER NUMBER DATE PE NUMBER TRANSACTION	TRANS DISC/WITH DESCRIPTION AMOUNT AMOUNT
FLORIDA HOMES INC. 06/01/2023 - PA#3GILL 05/12/2023 VR 12060123-076 CDBG PA#3 S	GILL00
CHECK TO VENDOR==>VENDOR FLAHOMES FLORIDA HOMES INC. TO	TALS 132640.10 .00
FourStar Freightliner.In 06/01/2023 - 01117301 05/11/2023 VR 22060123-097 R10 CHECK EN	
FourStar Freightliner.In 06/01/2023 - 04041301 05/18/2023 VR 22060123-094 R2 HOOD LATC	3470.37 .00
FourStar Freight]iner.In 06/01/2023 - 04041401 05/18/2023 VR 22060123-095 R10 HOOD LAT	
FourStar Freightliner.In 06/01/2023 - 04041601 05/18/2023 VR 22060123-096 R6 TRANSMISS	ION FLUID 214.29 .00
CHECK TO VENDOR==>VENDOR FOURSTAR FourStar Freightliner,Inc TO	TALS 3739.71 .00
GCLMONTICELLO 06/01/2023 - 137681 05/12/2023 VR 22060123-104 CHAIN FOR G2	11.97.00
GCLMONTICELLO 06/01/2023 - 137786 05/12/2023 VR 19060123-070 MOP HANDLES	21.99 .00
GCLMONTICELLO 06/01/2023 - 137786 05/12/2023 VR 28060123-069 MOP HANDLES	
GCLMONTICELLO 06/01/2023 - 138131 05/18/2023 VR 22060123-106 HEAVY DUTY B/	
GCLMONTICELLO 06/01/2023 - 138205 05/19/2023 VR 22060123-107 PADLOCK SUPPL	IES 40.40 .00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO TO	ALS 169.82 .00
GOVERNMENTSERVICES GROUP 06/01/2023 - 17106 05/15/2023 VR 18060123-109 4/2023 ARPA E	ROADBAND 350.00 .00
CHECK TO VENDOR==>VENDOR GOVSERVG GOVERNMENTSERVICES GROUPI TOT	ALS 350.00 .00
Graphic Press Corporatio 06/01/2023 - 28498 05/19/2023 VR 29060123-113 DINE/SHOP RAC	K CARDS 243.00 .00
CHECK TO VENDOR==>VENDOR GRAPHICP Graphic Press Corporation TOT	ALS 243.00 .00
Ingram Library Services 06/01/2023 - 75599441 04/20/2023 VR 01060123-018 BOOKS	71.03 .00
Ingram Library Services 06/01/2023 - 75599442 04/20/2023 VR 01060123-019 BOOKS	
Ingram Library Services 06/01/2023 - 75599443 04/20/2023 VR 01060123-020 B00KS	408.81 .00
Ingram Library Services 06/01/2023 - 75622141 04/21/2023 VR 01060123-021 BOOKS	11.99 .00
	32.64 .00
	51.54 .00
	44.48 .00
	17.84 .00
Ingram Library Services 06/01/2023 - 75852897 05/07/2023 VR 01060123-025 BOOKS Ingram Library Services 06/01/2023 - 76019184 05/17/2023 VR 01060123-026 BOOKS	186.34 .00
	3194.09.00
Ingram Library Services 06/01/2023 - 76019185 05/17/2023 VR 01060123-027 BOOKS	60,67.00
Ingram Library Services 06/01/2023 - 76019186 05/17/2023 VR 01060123-028 BOOKS	5.69 .00
CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services TOT	ALS 4085.12 .00
Jefferson Community Wate 06/01/2023 - 04231200 04/27/2023 VR 19060123-057 A#0311200 1449	06 WALKEENAH 115 70 00
Jefferson Community Wate 06/01/2023 - 04233700 04/27/2023 VR 19060123-056 A#0403700 874	96 WAUKEENAH 115.79 .00 7 OLD LLOYD 115.50 .00
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOT/	
Jeff Cnty Sheriff's Offi 06/01/2023 - FY23RQ09 05/25/2023 VR 14060123-045 JUNE 2023 BUDO	GET REQ 405850.17 .00

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	CHECK TO VEND	OR==>VENDO	R JEFFCOSH Jef	f Cnty Sheriff	's Offic TOTALS	405850.17	.00
Jones Welding & Industr	i 06/01/2023 -	0223CHR	G 02/28/2023 V	R 28060123-053	FINANCE CHARGE	3.21	.00
Jones Welding & Industr		45431	02/16/2023 V	R 28060123-055	OXYGEN	118.80	.00
Jones Welding & Industr		45891		R 28060123-068		96.26	.00
Jones Welding & Industr	i 06/01/2023 -	650100	02/28/2023 V	R 28060123-054	CYLINDER RENTAL	510.07	.00
	CHECK TO VEND	OR==>VENDOF	R JONESWEL Jon	es Welding & Ir	ndustria TOTALS	728.34	.00
CenturyLink	06/01/2023 -	40735185	5 05/16/2023 V	R 01060123-077	A#91309765 PUB DEFENDER	500.76	.00
	CHECK TO VEND	OR==>VENDOF	R LUMEN Cen	turyLink	TOTALS	500.76	.00
MADISON COUNTY BOCC	06/01/2023 -	0523VSO	05/19/2023 V	R 01060123-116	5/23 SHARED VSO SWILLEY	1440.12	.00
	CHECK TO VEND)r==>VENDOF	R MADCOBOC MAD	ISON COUNTY BOC	CC TOTALS	1440.12	.00
Monticello Carquest Inc.	06/01/2023 -	38278434	L 05/13/2023 VI	22060123-098	HYD HOSE BULK G2	64.56	.00
Monticello Carquest Inc.				R 22060123-099		44.74	.00
Monticello Carquest Inc.					PM PARTS ZEROTURN	47.35	.00
	CHECK TO VEND)R==>VENDOR	MONTCARQ Mont	ticello Carques	t Inc. TOTALS	156.65	.00
Nabors Giblin & Nickerso		04232068	05/09/2023 VF	R 01060123-035	4/23 COUNTY ATTORNEY SRV	IC.	
				. 01000120 000		11722.03	.00
Nabors Giblin & Nickerso		04233026	05/09/2023 VF	R 01060123-036	4/23 SOLAR FARM ORDINANC		.00
Nabors Giblin & Nickerso		26323009	05/05/2023 VF	R 01060123-033	ECOPLEXUS CASE	324.00	.00
Nabors Giblin & Nickerso	- 06/01/2023	26323057	05/05/2023 VF	01060123-034	HOMESTEAD BARN CASE CVI	725.80	.00
	CHECK TO VENDO	R==>VENDOR	NABORSGI Nabo	ors Giblin & Ni	ckerson TOTALS	13239.83	. 00
Christine Newell	06/01/2023 -	51023ICE	05/10/2023 VR	8 01060123-042	REIMBURSE FOR DRY ICE	19.54	. 00
	CHECK TO VENDO	R==>VENDOR	NEWELLCH Chri	stine Newell	TOTALS	19.54	.00
North Florida College	06/01/2023 -	KC202330	04/27/2023 VR	28060123-074	K COLLINS SUMMER 2023	522.31	. 00
	CHECK TO VENDO	R==>VENDOR	NFCC Nort	h Florida Colle	ege TOTALS	522.31	,00
PACEM DEFENSE	06/01/2023 -	POLL1423	04/17/2023 VR	14060123-044	_ESS LETHAL TRAINING FEE	795.00	.00
	CHECK TO VENDO	R==>VENDOR	PACEMDEF PACE	M DEFENSE	TOTALS	795.00	.00
Jefferson Co. Road Dept. Jefferson Co. Road Dept.					FEB 2023 FLEET FUEL FEB 2023 FLEET FUEL	908.69	.00
						3659.78	.00
Jefferson Co. Road Dept.					2/2023 REC PARK FUEL	418.27	.00
Jefferson Co. Road Dept.					FUEL FOR LIBRARY VEHICLE	38.97	.00
Jefferson Co. Road Dept.	06/01/2023 -	1022RECP	11/01/2022 VR	01060123-030 1	10/2022 REC PARK FUEL	447.79	. 00

REPORT DATE 05/30/2023 SYSTEM DATE 05/30/2023 FILES ID B					OF COUNTY CO YAID - CASH C				5 12:12:49 NIKKI
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBE	INVOICE ER NUMBER	DUE DATE	TY VOUCHER PE NUMBER		CTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	СН	ECK TO VENDO)R==>VENDO	R RDDEPT	Jefferson Co	. Road Dept.	TOTALS	5473.50	. 00
Restoration Assistance	06/01/2023	-	AI20230	2 05/07/202	3 VR 22060123	3-083 FEB 20	23 LANDFILL IRM		
Restoration Assistance	06/01/2023	-	AI20230	3 05/08/202	3 VR 22060123	3-084 MARCH	2023 LANDFILL IRM	2250.00	.00
Restoration Assistance	06/01/2023	-	AT20230	4 05/09/202	3 VR 22060123		2023 LANDFILL IRM	2250.00	.00
	0070172020		A120200	+ 0370972020	5 WK 22000120	5-005 APRIL	2023 LANDFILL IRM	2250.00	. 00
	CH	ECK TO VENDO	R==>VENDOI	R RESTORAT F	Restoration A	Assistance	TOTALS	6750.00	.00
Ring Power Corporation*		-					22 JCFR GENERATOR	703.30	.00
Ring Power Corporation*	06/01/2023	-	E873006.	1 05/12/2023	3 VR 28060123	3-066 C#0243	22 JCFR GENERATOR	703.30	. 00
	CHE	ECK TO VENDO	R==>VENDOF	R RINGPOWC F	Ring Power Co	prporation*	TOTALS	1406.60	.00
Safety First Fire Equip		-	3422	05/04/2023	3 VR 19060123	-059 PUMP &	LADDER TESTING	536.00	.00
Safety First Fire Equip		-	3422				LADDER TESTING	536.00	. 00
Safety First Fire Equip Safety First Fire Equip		-	3422				LADDER TESTING	536.00	. 00
Safety First Fire Equip		-	3422 3422				LADDER TESTING	536.00	.00
							LADDER TESTING	536.00	. 00
	CHE	CK TO VENDOR	₹==>VENDOR	SAFETYFI S	afety First	Fire Equip.	TOTALS	2680.00	. 00
Sinclair Broadcast Group		-					KENBOOTH TV ADS	393.00	.00
Sinclair Broadcast Group	06/01/2023	-	19927381	05/15/2023	VR 29060123	-115 1/3 JO⊦	INSTON'S TV ADS	400.00	.00
	CHE	CK TO VENDOF	R==>VENDOR	SINCLAIR S	inclair Broad	dcast Group	TOTALS	793.00	.00
James Skipworth	06/01/2023	-	0523JCE0	04/13/2023	VR 01060123	-081 5/2023	JANITORIAL SERVIC	E 460.00	.00
James Skipworth	06/01/2023	-					JANITORIAL SERVIC		.00
	CHE	CK TO VENDOR	==>VENDOR	SKIPWORJ J	ames Skipwort	th	TOTALS	920.00	.00
SPARKS PLUMBING & ELEC S	06/01/2023	-	JCE00517	05/17/2023	VR 01060123-	-079 WELL RE	PAIR & SERVICE CAL	425.00	.00
	CHE	CK TO VENDOR	==>VENDOR	SPARKSPL SF	PARKS PLUMBIN	NG & ELEC SE	TOTALS	425.00	.00
State Attorney's Office	06/01/2023	-	Q2FY23IT	05/25/2023	VR 01060123-	118 JAN-MAR	2023 IT SALARY	1625.01	.00
	CHEC	K TO VENDOR	==>VENDOR	STATTYOF St	ate Attorney	's Office	TOTALS	1625.01	.00
STATE ATTORNEY'S OFFICE		-					15 JEFFERSON PORTN		
								1081.00	.00
STATE ATTORNEY'S OFFICE	06/01/2023	-	5205	04/14/2023	VR 01060123-	120 CIPI POF	RTAL JEFFERSON PRT	273.00	. 00
	CHEC	K TO VENDOR	==>VENDOR	STATTY2 ST	ATE ATTORNEY	'S OFFICE	TOTALS	1354.00	.00
TLH Ford Lincoln	06/01/2023	-	1034569	05/10/2023	VR 28060123-	071 MAP SENS	SOR 3-4	55.71	.00

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REPORT DATE 05/30/2023 SYSTEM DATE 05/30/2023 FILES ID B		OUNTY BOARD OF COUNTY COMMISSIONERS HERS TO BE PAID - CASH CODE ORDER	PAGE 6 TIME 12:12:49 USER NIKKI
VENDOR NAME	DUE PURCHASE INVOIC DATE ORDER NUMBER NUMBER	E DUE TY VOUCHER DATE PE NUMBER TRANSACTION DESCRIPTION	TRANS DISC/WITH AMOUNT AMOUNT
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THE PLANNING COLLABORATI	06/01/2023 - 2328	04/28/2023 VR 01060123-032 COMP PLAN EVALUATION	9000.00 .00
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Tower Compactor Rentals Tower Compactor Rentals Tower Compactor Rentals Tower Compactor Rentals Tower Compactor Rentals Tower Compactor Rentals Tower Compactor Rentals	06/01/2023 - 5002820	05/22/2023 VR 22060123-088 COMPACTOR NEW MONTICELLO 05/22/2023 VR 22060123-089 COMPACTORS NASH 05/22/2023 VR 22060123-090 COMPACTOR WACISSA 05/22/2023 VR 22060123-091 COMPACTOR FULFORD 05/22/2023 VR 22060123-092 COMPACTOR AUCILLA 05/22/2023 VR 22060123-093 COMPACTOR AUCILLA 05/22/2023 VR 22060123-093 COMPACTOR LLOYD R TOWERCOM Tower Compactor Rentals TOTALS 5 05/18/2023 VR 22060123-086 C#1237569 EMPLOYEE UNIFRM R UNIFIRST UniFirst Corporation TOTALS 05/22/2023 VR 22060123-102 RECYCLED OIL	474.97 .00 474.97 .00 949.94 .00 474.97 .00 474.97 .00 474.97 .00 474.97 .00 474.97 .00 474.97 .00 474.97 .00 474.97 .00 159.03 .00 159.03 .00 75.00 .00 75.00 .00
US Ecology	06/01/2023 - 926650	05/16/2023 VR 22060123-103 WAKULLA AMNESTY 4/29/23	8311.92.00
	CHECK TO VENDOR==>VENDOF		8311.92 .00 8311.92 .00
Verizon Wireless	06/01/2023 - 33886065	5 05/01/2023 VR 01060123-009 A#84247594500001 LIBRARY	
Verizon Wireless	06/01/2023 - 34580146	5 05/10/2023 VR 23060123-050 A#52347594300002 E911	7437.76 .00 80.54 .00
	CHECK TO VENDOR==>VENDOR	R VERIZONW Verizon Wireless TOTALS 7	.00
	CASE	ACCOUNT # 011010000 TOTALS 651	.00
	BANK	CACCOUNT # 0101001611 TOTALS 651	.632.27 .00

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Advanced Business Syste Advanced Business Syste		- 421379 - 422268		/R 11060123-006 /R 11060123-025	C#CT335601 C#CT332701 ROAD DEPT	20.42 22.08	. 00 . 00
	CHECK TO V	'ENDOR==>VENDOR	R ADVBUSIN Adv	anced Business	Systems TOTALS	42.50	.00
AG-PRO Companies AG-PRO Companies AG-PRO Companies	06/01/2023 06/01/2023 06/01/2023	- P58724 - P59131 - P59199	05/10/2023 V		STARTER RELAY #60 WHEEL SPEED SENSOR #37 SOLENOID #37	52.27 103.98 293.77	.00 .00 .00
	CHECK TO V	endor==>vendof	R AGPRO AG-	PRO Companies	TOTALS	450.02	.00
CenturyLink	06/01/2023	- 0523RDDF	05/16/2023 V	R 11060123-017	A#312168304	530.77	.00
	CHECK TO V	endor==>vendor	CENTLINK Cen	turyLink	TOTALS	530.77	.00
Cintas Cintas	06/01/2023 06/01/2023				P#19616374 UNIFORM RENTAL P#19616374 UNIFORM RENTAL		.00 .00
	CHECK TO V	endor==>vendor	CINTAS Cint	tas	TOTALS	214.18	.00
Duke Energy Duke Energy	06/01/2023 06/01/2023			R 11060123-007 R 11060123-016	A#930000014176 ROAD DEPT A#910085448247	831.64 435.36	.00 .00
	CHECK TO VI	ENDOR==>VENDOR	DUKE Duke	e Energy	TOTALS	1267.00	. 00
ELI ROBERTS & SONS	06/01/2023	- 428914	05/17/2023 VF	R 11060123-020		8630.12	. 00
ELI ROBERTS & SONS	06/01/2023	- 428914A	05/17/2023 VR	R 11060123-021	UNLEADED GAS	3990.93	.00
	CHECK TO VE	:NDOR==>VENDOR	FLIROB FLI	ROBERTS & SONS		2621.05	.00
Keaton Tire Repair Keaton Tire Repair	06/01/2023 06/01/2023	- 4397 - 847445	05/12/2023 VR	11060123-024 3	SERVICE CALL #37 INSTALL WHEELS #60	470.00	.00 .00 .00
	CHECK TO VE	NDOR==>VENDOR		on Tire Repair		1070.00	.00
Mobile Communications	06/01/2023				REMOVE GPS & RADIO #94	202.50	.00
	CHECK TO VE	NDOR==>VENDOR	MOBILECO Mobi	le Communicatio	ons TOTALS	202.50	.00
Monticello Carquest Inc. Monticello Carquest Inc.					BELT CABLE GLOVES PARTS & SUPPLIES	101.86 98.62	.00 .00
	CHECK TO VE	NDOR==>VENDOR	MONTCARQ Mont	icello Carquest	Inc. TOTALS	200.48	. 00
Tim Phillips	06/01/2023	- 1161	05/08/2023 VR	11060123-015 E	MAIL/SERVER WORK	125.00	.00
	CHECK TO VE	NDOR==>VENDOR	PHILLIPS Tim (Phillips	TOTALS	125.00	.00

REPORT DATE 05/30/2023 SYSTEM DATE 05/30/2023 FILES ID B				OUNTY COMMISSI(- CASH CODE ORI			8 12:12:49 NIKKI
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBER			VOUCHER NUMBER 1	RANSACTION DESC	TRANS RIPTION AMOUNT	DISC/WITH AMOUNT
Ring Power Corporation* Ring Power Corporation*					EDGE & KNOB #78 DUTBOUND FREIGHT	343.16 #78 13.95	.00 .00
	CHECK TO VENDOR	==>VENDOR R	RINGPOWC Ring	Power Corporat	tion* TOTALS	357.11	.00
Safety-Kleen Systems, In	- 06/01/2023	16745820 0	05/04/2023 VR	11060123-008 P	PARTS WASHER SOL	VENT 53.16	. 00
	CHECK TO VENDOR	==>VENDOR S	SAFETYKL Safet	y-Kleen System	is, Inc TOTALS	53.16	. 00
Syn-Tech Systems, Inc.	06/01/2023 -	267014 0)5/11/2023 VR	11060123-010 F	UEL KEY FOBS	224.50	. 00
	CHECK TO VENDOR	==>VENDOR S	SYNTECHS Syn-T	ech Systems, I	nc. TOTALS	224.50	.00
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP					#72001059006 EL #72001059014 GAM	DESTINO 30.77 IBLE/CAPP 402.88	.00 .00
	CHECK TO VENDOR	==>VENDOR TI	RICOUNT TRI-C	OUNTY ELECTRIC	COOPE TOTALS	433.65	.00
Vector Security	06/01/2023 -	72051667 0	5/05/2023 VR	11060123-009 A	#6478853 MONTHL\	SERVICE 39.62	.00
	CHECK TO VENDOR	==>VENDOR VE	ECTOR Vecto	r Security	TOTALS	39.62	. 00
		CASH AC	CCOUNT # 1110	10000	TOTALS	27831.54	.00
		BANK AC	CCOUNT # 0101	006511	TOTALS	27831.54	. 00
				FINAL	REPORT TOTALS	679463.81	.00

SUMMARY PAGE INFORMATION

ERRORS DETECTED:

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END OF REPORT

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, CONCERNING THE CLOSURE AND ABANDONMENT OF BIPPUS ROAD IN UNINCORPORATED JEFFERSON COUNTY; PROVIDING FINDINGS; PROVIDING FOR NOTICE AND RECORDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 336.09, Florida Statutes, the Jefferson County Board of County Commissioners has received an application to consider a request for the closure of that portion of Bippus Road from its intersection with S. Quitman Highway to its terminus at its intersection with Gum Swamp Road, all within the unincorporated area of Jefferson County, Florida; and

WHEREAS, a public hearing to consider this road closure will be held on June 1, 2023, at 6 p.m. in the Courthouse Annex, 435 West Walnut Street, Monticello, Florida and the legal notice for this public hearing appeared in The Monticello News on _____, 2023, and the proof of publication is attached hereto as Exhibit A.

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

SECTION 1. FINDINGS. The above findings are true and correct and are hereby incorporated herein by reference.

SECTION 2. ROAD CLOSURE. The Jefferson County Board of County Commissioners hereby grants permission to permanently and formally abandon, discontinue, and close that portion of Bippus Road from its intersection with S. Quitman Highway to its terminus at its intersection with Gum Swamp Road, Jefferson County, Florida, and said road is hereby closed and abandoned consistent with the provisions of Sections 336.09 and 336.10, Florida Statutes, and the County relinquishes any claim and ownership of said roadway.

SECTION 3. NOTICE AND RECORDING.

(A) In accordance with Section 336.10, Florida Statutes, the decision to close the roadway by the Board of County Commissioners shall appear in The Monticello News within thirty (30) days after the adoption of this Resolution, in the form as attached hereto as Exhibit B.

(B) This Resolution, as adopted, the proof of publication of this public hearing, and the proof of publication of the notice of adoption of this Resolution shall be recorded by the Clerk of Court in the deed records of Jefferson County.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DULY ADOPTED this _____ day of ______, 2023.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

ATTEST:

Chris Tuten, Chairman

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq. County Attorney

EXHIBIT A

PROOF OF PUBLICATION FOR PUBLIC HEARING

[INSERT PROOF OF PUBLICATION FROM THE MONTICELLO NEWS]

EXHIBIT B

FORM NOTICE OF ADOPTION

LEGAL NOTICE ROAD CLOSURE

NOTICE IS GIVEN that a public hearing was held by the **Jefferson County Board of County Commissioners on Thursday, June 1, 2023, beginning at 6:00 PM,** or as soon thereafter as time permitted, in the County Commission Chambers located at the Courthouse Annex, 435 West Walnut Street, Monticello, Florida to consider a request to close that portion of Bippus Road from its intersection with S. Quitman Highway to its terminus at its intersection with Gum Swamp Road, all within the unincorporated area of Jefferson County, Florida, and as shown on the below map. Resolution No. 2023-___, which approved this road closure, was adopted at the above meeting.



Board of County Commissioners Agenda Request

Date of Meeting:	June 1, 2023
Date Submitted:	May 22, 2023
To:	Honorable Chairman and Members of the Board
From:	Heather Encinosa, County Attorney Evan Rosenthal, Assistant County Attorney
Subject:	Request Board Consideration of a Resolution Adopting a Policy Governing the Defense of Public Officials and Employees

Statement of Issue:

This agenda item requests Board consideration of a resolution adopting a Policy Governing the Defense of Public Officials and Employees.

Background:

Section 111.07, Florida Statutes, authorizes Jefferson County to either provide an attorney to defend any civil action arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of its officers, employees, or agents arising out of and in the scope of his or her employment or function or to reimburse its officers, employees, or agents who successfully defended against said actions, unless in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

In the implementation of this statute, it is a best practice to establish a policy to provide a uniform and consistent set of guidelines to comply with the County's obligations under Section 111.07, Florida Statutes, and existing common law.

Analysis:

The Policy provides as follows:

- Sets forth legal authorities
- Identifies an objective
- Provides definitions for terms used within the Policy
- Authorizes the County Attorney to defend civil actions and ethics complaints brought against County officers, employees, or agents arising out of their public duties and while serving a public purpose (except in the case of a tort action, if the officer, employee, or

Request Board Consideration of a Resolution Adopting a Policy Governing the Defense of Public Officials and Employees. June 1, 2023 Page 2

agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property) unless the County officer, employee, or agent elects to hire a private attorney. If the County Attorney is unable or unwilling to provide a defense, the County Attorney may subcontract with another qualified attorney to defend the action with approval of the Board.

- Establishes notice, documentation, and procedures for the provision of a defense and for repayment of all attorney's fees and costs incurred in the defense in the event the public officer, employee, or agent is found to be personally liable by virtue of acting outside the scope of his or her employment or function, or acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- Establishes notice, documentation, and procedures for reimbursements in the event, (1) the County officer, employee, or agent elects not to utilize the County Attorney and instead hires private counsel to defend against a civil damages action or an ethics complaint, or (2) the County officer, employee, or agent must hire private counsel to defend against legal actions that do not meet the requirements herein for a civil complaint for damages or an ethics complaint.
- Provides that this policy does not apply to employee discipline or termination proceedings or to public officials, employees, or agents of any County constitutional office.

Options:

- 1. Approve Resolution Adopting a Policy Governing the Defense of Public Officials and Employees.
- 2. Do Not Approve Resolution Adopting a Policy Governing the Defense of Public Officials and Employees.
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Resolution Adopting a Policy Governing the Defense of Public Officials and Employees.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ESTABLISHING A POLICY GOVERNING THE DEFENSE OF PUBLIC OFFICIALS AND EMPLOYEES; PROVIDING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 111.07, Florida Statutes, authorizes Jefferson County to either provide an attorney to defend any civil action arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of its officers, employees, or agents arising out of and in the scope of his or her employment or function or to reimburse its officers, employees, or agents who successfully defended against said actions; and

WHEREAS, the Board now desires to establish this Defense of Public Officials and Employees policy for all its officers, employees, and agents to provide a uniform and consistent set of guidelines to comply with the County's obligations under Section 111.07, Florida Statutes, and existing common law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1. FINDINGS. The above findings are true and correct and are hereby incorporated herein by this reference.

SECTION 2. POLICY. The Defense of Public Officials and Employees policy set forth in Exhibit A hereto is hereby adopted and established as of the effective date of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

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

DULY ADOPTED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chairman

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq. County Attorney

Board of County Commissioners Jefferson County, Florida

Defense of Public Officials and Employees Policy

Date Adopted: Effective Date: Upon Adoption

SECTION I: AUTHORITIES

Section 111.07, Florida Statutes

SECTION II: OBJECTIVE

Pursuant to Section 111.07, Florida Statutes, the County is authorized to either provide an attorney to defend any civil action arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of its officers, employees, or agents arising out of and in the scope of his or her employment or function or to reimburse its officers, employees, or agents who successfully defended against said actions. It is the intent of this policy to provide a uniform and consistent set of guidelines to comply with the County's obligations under Section 111.07, Florida Statutes, and existing common law.

SECTION III: DEFINITIONS

For purposes of this policy, the following terms shall have the meanings set forth below:

"Costs" shall mean actual and verifiable costs incurred in the provision of a defense for the officer, employee, or agent of the County. Any travel expenses shall be as provided in Section 112.061, Florida Statutes.

"Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary per hour rate charged in Jefferson County, Florida, for similar work performed by attorneys within the County, but in no event to exceed \$200 per hour.

"Successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean the dismissal, the finding of not guilty, or a verdict in favor of the person covered herein as set forth below. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the officer or employee prevailed.

SECTION IV: COUNTY ATTORNEY AUTHORIZED TO DEFEND

Subject to Section VI, the County Attorney is authorized to defend civil actions and ethics complaints brought against County officers, employees, or agents arising out of their public duties and while serving a public purpose, unless the County officer, employee, or agent elects to hire a private attorney. If the County officer, employee, or agent elects to hire private counsel, the provisions of Section V shall apply.

If the County Attorney is unable or unwilling to provide a defense, the County Attorney shall subcontract with another qualified attorney to defend the action with approval of the Board.

Any person who believes that he or she is allowed or entitled to have the County Attorney provide a defense against civil actions and/or ethical complaint shall as a condition precedent to entitlement to such defense, notify the County through its County Attorney, in writing within 3 days of receiving notice of such action. Such notification shall include the filed complaint. Within a reasonable time following receipt of the written request for defense, the County Attorney shall inform the County Manager and the Board of the matter.

Any public officer, employee, or agent who is provided a defense by the County Attorney (or a subcontracted attorney) at the public's expense must execute an agreement with the County that acknowledges that any attorney's fees and costs paid from public funds for his or her defense shall be repaid to the County for all counts, charges and/or allegations where the public officer, employee, or agent is found to be personally liable by virtue of acting outside the scope of his or her employment or function, or acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Upon the conclusion of any counts, charges and/or allegations where the public officer, employee, or agent is found to be personally liable by virtue of acting outside the scope of his or her employment or function, or acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, all attorney's fees and costs incurred in the defense of the officer, employee, or agent shall be repaid to the County within sixty (60) days unless the Board agrees to an alternative payment plan.

SECTION V: REIMBURSEMENT

In the event, (1) the County officer, employee, or agent elects not to utilize the County Attorney and instead hires private counsel to defend against a civil damages action or an ethics complaint, or (2) the County officer, employee, or agent must hire private counsel to defend against legal actions that do not meet the requirements herein for a civil complaint for damages or an ethics complaint, the County may, pursuant to the procedures set forth herein, reimburse present and former officers, employees, and agents for the reasonable attorney's fees and costs that such persons have incurred when they successfully defend or prevail in legal actions that arise out of and in connection with their scope of County employment or County function, while acting in their official capacities, and while serving a public purpose. The Board of County Commissioners shall determine if the attorney's fees and costs shall be reimbursed, and if so, in what amount. Any person who believes that he or she is allowed or entitled to payment for reasonable attorney's fees and costs pursuant to the provisions of this policy shall as a condition precedent to entitlement to such reimbursement, notify the County in writing within 10 days of the retention of a private attorney. Such notification shall include the reason for retention of a private attorney and recitation of the fee agreement. Thereafter, at any time should fees and costs exceed \$15,000, such person shall immediately notify the County Attorney, in writing, that such threshold amount has been expended and establish good cause why the threshold amount should be exceeded.

Subsequently, any person who believes he or she is entitled to reimbursement of attorney's fees and costs pursuant to this policy shall file, within 30 days of conclusion of the matter, a written request for such fees and costs with the County, which request shall at the minimum state:

a. the name and current address of the person making the request;

b. a description of the entity conducting the investigation or proceeding;

c. the case number or file number of the investigation or proceeding, if known;

d. a description of each count, charge and/or allegation made or being investigated;

e. the date(s) that the alleged wrongful incidents are alleged to have occurred;

f. the person's office or position of employment with the County on the dates described in (e.) above;

g. a narration of the reasons why such person believes that the request meets the criteria set forth in this policy and that his or her attorney's fees and costs should be reimbursed by the County;

h. the name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (d.) above;

i. a description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the counts, charges, and/or allegations described in (d.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in. (d.) above; and

j. such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

Within a reasonable time following receipt of the written request for payment of attorney's fees and costs, the County Attorney shall prepare and present an agenda item for consideration by the Board. In the agenda item for the Board's consideration, the County Attorney shall include a recommendation on the applicability of this policy to the request for payment of attorney's fees and costs. The Board may: (1) request additional relevant information from the applicant; (2) continue the request to a date and time certain; or (3) take action upon the written request and determine if the attorney's fees and costs shall be reimbursed, and if so, in what amount.

SECTION VI: INSURANCE

Upon receipt of the written request pursuant to either Section IV (for defense) or Section V (for reimbursement), the County shall also communicate with the County's insurance providers to determine and advise the Board whether such providers will cover the cost of the defense or indemnify the County for any attorney's fees and costs incurred by the applicant in defense against such counts, charges, or allegations.

SECTION VII: EXCLUSIONS

Notwithstanding anything to the contrary stated or implied herein, this policy does not address or pertain to internal County employee discipline or termination proceedings. In the event such internal County employee discipline or termination proceedings occur concurrently with the issues and/or proceedings described above, such internal County employee discipline or termination proceedings shall not affect the application of this policy to the above-described non-discipline or non-termination issues or proceedings.

This policy also does not apply to public officials, employees, or agents of any County constitutional office.

SECTION VIII: EFFECTIVE DATE

This Policy shall become effective upon adoption and shall apply to all requests for defense or reimbursement of attorney's fees and costs.

Board of County Commissioners Agenda Request

Date of Meeting:	June 8, 2023
Date Submitted:	May 18, 2023
To:	Honorable Chairman and Members of the Board
From:	Shannon Metty, County Manager
Subject:	Homeschool Association Lease

Statement of Issue: This agenda item requests Board approval to declare as surplus lease a portion (the "Leased Premises") of the County-owned parcel located at 380 W. Dogwood Street (the "Property"), to the Jefferson County Homeschool Association, Inc. (the "Lessee").

Background: The County no longer uses the Property and has previously leased the Leased Premises to the Lessee. Subsequently, the Board adopted Ordinance No. 22-11032022-05 relating to the disposition of Real Property, which is codified at Chapter 30 of the Jefferson County Code of Ordinances (the "Code").

Analysis: Section 30-13 of the Code authorizes the County to dispose of surplus real property by sale or lease to non-profit organizations as approved by the Board. Chapter 125.38, Florida Statutes, provides that a board of county commissioners, if satisfied that such property is required for such public use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. Accordingly, staff are requesting that the Board approve the attached resolution declaring the Property as surplus and approving the Lease to the Lessee.

Options:

- 1. Approve Resolution declaring the Property as surplus and approving the Lease to Jefferson County Homeschool Association, Inc.
- 2. Do Not Approve Resolution declaring the Property as surplus and approving the Lease to Jefferson County Homeschool Association, Inc.
- 3. Board Direction.

Recommendation: Option #1

Attachments:

1. Resolution declaring the Property as surplus approving the Lease to Jefferson County Homeschool Association, Inc.

LEASE AGREEMENT

THIS Lease Agreement is made by and between Jefferson County (the "County"), a political subdivision of the State of Florida, and Jefferson County Homeschool Association, Inc. (the "Lessee"), a Florida not for profit corporation.

WHEREAS, the County is the owner of a parcel of real property located at 380 W. Dogwood Street, Monticello, FL 32344, and having Parcel ID No. 00-00-0360-0000-0640 (the "Property"); and

WHEREAS, County intends to lease to the Lessee the eastern portion of the building on the Property depicted in Exhibit "A" attached hereto, including the first floor and basement below, which constitutes the premises contemplated by this Lease Agreement (the "Leased Premises"); and

WHEREAS, the Board of County Commissioners of Jefferson County, Florida, hereby finds that the Property is not needed for county purposes and has been declared surplus; and

WHEREAS, pursuant to Section 30-13(D) of the Jefferson County Code of Ordinances (the "Code"), upon a finding that real property is required for use by a non-profit entity, the County may lease real property to that entity for such price, whether nominal or otherwise, as the Board may determine, without advertisement, provided that the fact of the application being made, the purpose for which the property is to be used, the rent and term of the lease, and a provision providing for reversion to the County should the property cease to be used for the stated purpose are set forth in a Resolution duly adopted by the Board; and

WHEREAS, Lessee is a non-profit entity, as contemplated in Section 30-13(D) of the Code, and the County desires to lease the Property to Lessee pursuant to the provisions of Section 30-13(D) of the Code.

NOW, THEREFORE, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration Lessee paid to County, the Parties agree to the foregoing recitals and the County does hereby lease and rent to the Lessee the Property according to the following terms and conditions:

1. **TERM OF LEASE.** This Lease Agreement shall become effective on the date signed by the last party below (the "effective date"). The initial term of the Lease shall commence on the effective date of this Lease Agreement and extend one (1) year from the effective date.

2. **OPTION TO RENEW.** Upon mutual agreement of the County and Lessee, the Lease may be renewed for up to two (2) renewal terms of one (1) year each under the same terms and conditions provided herein which shall remain unchanged and in full force and effect during any renewal term. A condition precedent to Lessee's exercise of any option to hereunder is that Lessee shall not be in default under the terms of this Lease Agreement. If Lessee is in default at the time that it attempts to exercise any option to renew hereunder, said exercise shall be invalid and any option to renew hereunder shall automatically expire. In the event this Lease Agreement is terminated, any option to renew hereunder shall be deemed to be terminated and extinguished contemporaneously with the termination of this Lease Agreement.

3. **TERMINATION AND DEFAULT.** Either Party may terminate this Lease Agreement by providing a written notice of termination at least ninety (90) days prior to the end of the initial or any renewal term. Lessee shall be in default if Lessee fails to pay rent as set forth in Section 5 below or if Lessee fails to observe or perform in any material respect any covenant, agreement, condition, or provision of this Lease Agreement and such failure is not cured within thirty (30) days after Lessee receives notice from the County regarding said default. If Lessee is in default, then County may, by written notice to declare the Lease breached and terminate all rights of Lessee hereunder. Lessee shall have up to thirty (30) days from the date of termination to remove Lessee's equipment, furnishings, trade fixtures, improvements, and other tangible personal property from the Leased Premises. After the expiration of the thirty (30) day period, Lessee shall immediately quit the Leased Premises and deliver possession of the Leased Premises to the County in the same or better condition as the Leased Premises was at the beginning of the Lease. Any tangible property not removed at the end of the thirty (30) day period shall be deemed to have been abandoned by Lessee and become the property of the County.

4. **AMENDMENT.** This Lease Agreement may be amended, altered, or modified only by written mutual agreement of the Parties.

5. **PAYMENT OF RENT.** Commencing on the first day of the month following the effective date of this Lease Agreement and continuing on the first day of each month for the duration of the Lease, Lessee shall pay the County a monthly rental payment of Twenty-five and 00/100 Dollars (\$25.00). Lessee shall be responsible for any taxes imposed upon its tangible personal property located on the Property. The County shall be responsible for all ad valorem taxes, assessments, and other levies against the Property, if any.

6. **USE.** Lessee will use the Leased Premises as a home education facility as set forth in the Resolution approving the Lease. No other uses shall occur on the Leased Premises during the Lease without approval of the County. In the event that the Leased Premises are no longer used or ceases to be used for the stated purpose, the Lease shall immediately cease in accordance with Section 30-13(D) of the Code. Lessee will coordinate with the adjoining tenant regarding use of the shared entrance.

7. **ASSIGNMENT.** Lessee shall not sublease any part of the Property or assign this Lease.

8. **AS-IS CONDITION OF PROPERTY.** Lessee unconditionally accepts the Property in its present, as-is condition with no warranty from the County as to condition.

9. **REPAIRS, ALTERATIONS, AND IMPROVEMENTS.** Lessee shall provide routine maintenance during the term of the Lease. Lessee shall not make any major or significant alterations or changes to the Property without the prior written approval of the County. At the expiration of the Lease, Lessee will quit the Property and deliver possession of the Property to the County in the same or better condition as the Property was at the beginning of the Lease.

10. **UTILITIES.** Lessee shall pay all charges for water, sewer, gas, electricity, telephone, and other services and utilities on the Property during the term of the Lease.

11. **ENTRY.** County shall have the right to enter the Property at reasonable hours to inspect the same, provided County shall not unreasonably interfere with Lessee's business on the Property.

12. **NOTICES.** Remittance of all rent, notices, communications, and correspondence between the Parties shall be mailed or delivered to the addresses listed below. Notice shall be deemed given when actually received by a Party. Refusal to receive a notice shall constitute receipt of notice.

COUNTY

Shannon Metty, County Manager 450 W. Walnut St. Monticello, FL 32344 (850) 342-0223 smetty@jeffersoncountyfl.gov

LESSEE

Tammy Brookins, President 675 S. Waukeenah St. Monticello, FL 32344 (850) 210-3653 tammybrookins@gmail.com

13. **NO LIEN ON COUNTY'S INTEREST.** The interests of the County shall not be subject to lien for any improvements made by Lessee. Lessee shall take no action which may

result in the attachment of a lien or cloud on the County's interest in or title to the Leased Property. If, as a result of Lessee's actions, a lien or cloud is attached to the County's interest or title to the Property, Lessee shall immediately take all reasonable and necessary steps to remove such lien or cloud.

14. **INSURANCE.** Lessee shall obtain and maintain all commercial general liability insurance necessary or appropriate to insure the liability of the County with respect to the Property and Lessee's use of the Property. Lessee shall obtain liability insurance with the minimum limits specified below. The insurance, as it protects the County's interests, shall be subject to County's reasonable approval and shall cause the County to be named as an additional insured on such policies. A certificate of insurance evidencing proof of such insurance shall be provided to the County annually beginning with the first day of the initial term of the Lease.

\$500,000	 Bodily Injury, per occurrence
\$500,000	Property Damage, per occurrence
\$100,000	Aggregate, including products

15. **INDEMNIFICATION.** To the fullest extent permitted by law, Lessee shall indemnify, protect, and hold the County and its officers, agents, and employees acting on behalf of the County, and its respective successors and assigns (collectively, the "Indemnified County Parties") harmless from and defend the Indemnified County Parties against any and all liabilities, claims, damages, losses, penalties, litigation, demands, causes of action, suits, proceedings, judgments, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim or proceeding whether out of court, at trial or in any appellate or administrative proceeding) arising out of or resulting from any negligent or intentional actions or omissions by Lessee, its officers, agents, or employees. In the case of any action or proceeding being brought against the Indemnified County Parties by reason of any such claim, Lessee, upon notice from the Indemnified County Parties, shall defend the same at Lessee's expense by counsel reasonably satisfactory to the County.

16. **ATTORNEY'S FEES AND EXPENSES.** If either party engages the services of an attorney to institute any action or proceeding against the other party because of a default or breach of any provision of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses reasonably incurred by either party in such manner, including but not limited to court costs and attorney's fees.

17. **NON-WAIVER OF COUNTY'S RIGHTS.** The failure of County to insist upon strict performance of any of the covenants, conditions, or options of this Lease Agreement shall not be construed as a waiver or relinquishment in the future of any such covenant, condition, or option, but the same shall be and remain in full force and effect.

18. **NO REALTOR'S FEE.** County and Lessee acknowledge and confirm that neither has dealt with any realtor or broker in connection with the Lease.

19. **ENTIRE AGREEMENT.** This Agreement, including its exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements (whether oral or written) between them.

20. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

21. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts which have been signed and delivered by each of the parties (a party may execute a copy of this

Agreement and deliver it by facsimile transmission; provided, however, that any such party shall promptly deliver an original signed copy of the Agreement).

22. JURISDICTION AND VENUE. The exclusive, convenient, and proper venue for any legal proceeding arising out of, or related to, this Agreement shall be Circuit Court in and for Jefferson County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the Jefferson County Circuit Court is an improper or inconvenient venue. Moreover, all parties to this Agreement, persons and entities alike, consent to the personal jurisdiction of the Circuit Court in and for Wakulla County, and irrevocably waive any objections to said jurisdiction.

23. **TIME OF ESSENCE.** Time is of the essence under this Lease Agreement.

24. **RECORDING.** The parties agree this Lease may be recorded in the public records of Jefferson County, Florida.

25. **COMPLIANCE WITH LAWS.** Lessee shall comply with laws, orders, ordinances, and other public requirements now or hereafter pertaining to Lessee's use of the Property. County shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Property.

IN WITNESS WHEREOF the parties have executed this Lease Agreement effective as of the date last written below. JEFFERSON COUNTY HOMESCHOOL JEFFERSON COUNTY

JEFFERSON COUNTY HOMESCHOOL JEF ASSOCIATION, INC.

Tammy Brookins, President Jefferson County Homeschool Association, Inc.

Jefferson County Board of County Commissioners

Date: _____

Date: _____

WITNESS:

ATTEST:

Chris Tuten, Chair

Name:

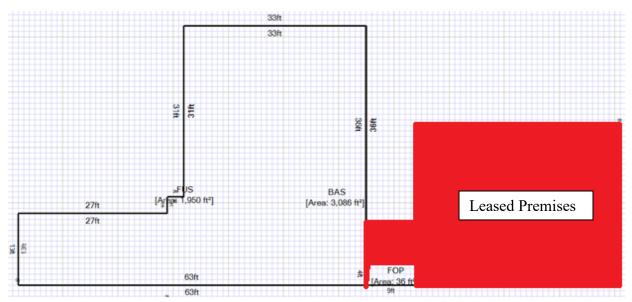
Kirk Reams Ex Officio Clerk to the Board

WITNESS:

APPROVED AS TO FORM:

Name:

Heather Encinosa, Esq. County Attorney



RESOLUTION #_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY FLORIDA RELATING TO THE DISPOSTION OF SURPLUS REAL PERSONAL PROPERTY; AUTHORIZING LEASE TO JEFFERSON COUNTY HOMESCHOOL ASSOCIATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County is the owner of a parcel of real property located at 380 W. Dogwood Street, Monticello, FL 32344, and having Parcel ID No. 00-00-0360-0000-0640 (the "Property"), including the eastern portion of the building thereon, which constitutes the premises contemplated by this Lease Agreement (the "Leased Premises"); and

WHEREAS, the Board of County Commissioners of Jefferson County, Florida, hereby finds that the Property is no longer needed for County purposes and declares it as surplus; and

WHEREAS, Chapter 125.38, Florida Statutes, provides that a board of county commissioners, if satisfied that such property is required for such public use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property; and

WHEREAS, pursuant to Section 30-13(D) of the Jefferson County Code of Ordinances (the "Code"), upon a finding that real property is required for use by a non-profit entity, the County may lease real property to that entity for such price, whether nominal or otherwise, as the Board may determine, without advertisement, provided that the fact of the application being made, the purpose for which the property is to be used, the rent and term of the lease, and a provision providing for reversion to the County should the property cease to be used for the stated purpose are set forth in a Resolution duly adopted by the Board; and

WHEREAS, Jefferson County Homeschool Association, Inc. (the "Lessee"), a non-profit entity, has made application to use the Leased Premises as a home education facility in fulfilling its public mission; and

WHEREAS, Lessee is a non-profit entity, as contemplated in Section 30-13(D) of the Code, and the County desires to lease the Property to Lessee pursuant to the provisions of Section 30-13(D) of the Code; and

WHEREAS, County and Lessee have agreed to the Lease Agreement set forth in Exhibit "A" which is attached hereto as if fully set forth herein.

NOW, THEREFORE, the Board of County Commissioners of Jefferson County, Florida, does **RESOLVE** that:

SECTION I. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION II. DECLARATION OF SURPLUS AND LEASE TO NONPROFIT. In accordance with Section 30-13(D) of the Code, the Board of County Commissioners hereby declares the Property as surplus and states as follows:

(1) Lessee has made application to continue renting the Leased Premises.

(2) The purpose for which the Leased Premises are to be used is as a home education facility to fulfill the public mission of the Lessee.

(3) The rent is Twenty-five and 00/100 Dollars (\$25.00) per month, and the initial term of the Lease is one year, with two (2) optional renewal terms of one (1) year each as set forth in the Lease Agreement in Exhibit "A" hereto.

(4) The Lease Agreement in Exhibit "A" hereto includes a provision which states that in the event the Leased Premises are no longer used or cease to be used for the stated purpose as a home school facility, the Lease term shall immediately cease and the County shall thereafter have the right to re-enter and repossess the Leased Premises. Any improvements made to or on the Leased Premises shall also become property of the County with no compensation due to the Lessee.

SECTION III.	EFFECTIVE DATE.	The	resolution	shall	take	effect
immediately upon its passage	e and adoption.					

PASSED AND ADOPTED, on this the _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

ATTEST:

Chris Tuten, Chairman

Kirk Reams, Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather J. Encinosa, Esq. County Attorney

Exhibit "A" Lease Agreement