



Jefferson County Board of County Commissioners

Thursday, February 1, 2024 at 9:00 am

REGULAR SESSION AGENDA

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

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

4. CONSENT AGENDA

- a. Vouchers
- b. Meeting Minutes

Attachments:

- June 15th Meeting Minutes (BOCC_061523_Regular_Session_minutes.docx)
- June 15th Workshop (BOCC_061523_Workshop_minutes.docx)

- c. Waukeenh Hwy, SCOP agreement with FDOT
- d. Contract with The Planning Collaborative

5. GENERAL BUSINESS

- a. Trade Zone Presentation and Support Letter

Attachments:

- Presentation (FINAL_FTZ_Presentation_Modified_for_Jefferson_County_BoCC_Short_2-1-24.pptx)

b. Vista Rd Discussion

Attachments:

- Memo (Vista_Road.1-17-24.docx)

c. John Deer 670G Motor Grader Lease

Attachments:

- Lease Agreement (Final_Lease_Schedule.pdf)
- Memo (Agenda_Item_-_John_Deere_Motor_Grader.doc)

d. Budget Calendar

Attachments:

- Calendar (FY_24-25_Budget_Schedule.pdf)

e. EMS Grant for Ultra-Sound Machine

Attachments:

- **Memo** (EMS__Memo.docx)

f. CDBG Grant Closeout

Attachments:

- **Closeout** (closeoutreport.doc)
- **Ship Annual Report** (SHIP_Annual_Report_Certification_8.24.2023.pdf)

g. Conflict Affidavit

Attachments:

- **Memo** (Conflict_Affidavit.1-25-24.docx)
- **Affidavit** (Conflict_Affidavit.docx)

6. CLERK OF COURTS

7. COUNTY ENGINEER

8. COUNTY ATTORNEY

9. COUNTY MANAGER

a. Future of the County Mine

10. COUNTY COMMISSIONERS

11. 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.

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on
01/26/2024 at 5:08 PM

Jefferson County Board of County Commission
Regular Session
June 15th, 2023

The Board met this date in regular session.

Present were Chairman Chris Tuten; Commissioner Gene Hall; Commissioner Austin Hosford; Commissioner JT Surles; Commissioner Stephen Walker; County Manager Shannon Metty; County Attorney Evan Rosenthal

Chairman Tuten called the meeting to order. Commissioner Walker led the Invocation and Pledge.

- Agenda Item #6: Public Announcements, Presentations and Awards
 - Mrs. Renee Long read a Proclamation on the Board's behalf for Reverend Tisdale.
- Agenda Item #7: Citizens Request and Input on Non-Agenda Items
 - There were none.
- Agenda Item #8: Consent Agenda
 - A motion was made by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, for the Board to approve the Consent Agenda consisting of: May 26th, 2023 Meeting Minutes and a Request to Advertise the Redistricting Ordinance.
- Agenda Item #9-A: Mosquito Control Budget Approval
 - County Manager Metty reviewed the proposed Mosquito Control Budget.
 - On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried the Board approved the Mosquito Control Budget as proposed.
- Agenda Item #9-B: CDBG Self Evaluation, Transition Plan and Grievance Procedure
 - Mr. David Fox of Fred Fox Enterprises reviewed the CDBG information attached and explained that this was an update to the existing plan.
 - On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried the Board approved the CDBG Self Evaluation, Transition Plan and Grievance Procedure as presented.
- Agenda Item #9-C: Public Hearing for the Tourist Development Bed Tax Increase
 - County Attorney Rosenthal introduced the item and deferred to Mrs. Katrina Richardson.
 - Mrs. Richardson made an immediate announcement that the Watermelon Festival would be cancelled due to the weather threats. She stated the Kiwanis Run would still take place.
 - Commissioner Hall asked if there was a chance of rescheduling the event. She stated no.
 - Mrs. Richardson read letters from Mr. Mike Willis and Mrs. Betsy Barfield in support of the proposed increase.
 - Commissioner Tuten asked if the incoming Chamber Director could give her opinion. Mrs. Richardson stated that she was not in attendance but fully supports the proposed increase.
 - Commissioner Surles acknowledged Mrs. Richardson's talent as the Chamber Director but asked if it was fair for her to be in charge of this proposal. Mrs. Richardson stated she does not feel it is a conflict and added that this tax increase would be for those visitors from out of town staying overnight to benefit local organizations.

Jefferson County Board of County Commission
Regular Session
June 15th, 2023

- Agenda Item #9-C Continued
 - Commissioner Surles agreed that the local organizations were great but stated the proposed tax increase would affect the lodging industry not the local businesses and organizations who benefit from it as it was a bed tax increase not a day visit tax. Mrs. Richardson argued that with the additional advertising Monticello could become a destination location and would in turn bring more foot traffic to the local businesses and organization who would then in turn benefit from the increased business.
 - Commissioner Hall noted that there is a surplus in their budget and asked why it couldn't be used and why there was a need to increase. Mrs. Richardson stated that over the last two years they have worked to build up a savings with the hopes of hiring a marketing agent to help spend the money. She noted that the proposed increase would help build the savings and allow that to take place. She went on to explain that her hopes for spending would be to construct an amphitheater in Monticello as an event venue.
 - Commissioner Walker searched current lodging rates and asked if the online rates reflected show the tax amount. Lodging owners and staff in the audience stated no and explained that most people will call and ask what the total cost is prior to deciding to stay because if the next exit is a few dollars less they will keep traveling.
 - Commissioner Surles recommended they draft a business plan and then return next budget season.
- Commissioner Tuten opened the floor to public comment:
 - Mr. Ryan Reines announced that he has resigned from the TDC to avoid any possible conflicts and Mr. Davis Revell will be taking his place. He continued by explaining he was the owner of North Fla. Wildlife Center and most of his visitors are semi-local or local. He said the occasional out-of-towner will visit but he isn't sure where they lodge. He feels that approving this increase would be worth it in the end as it would extend long term county progress but he sympathized for the businesses it would affect. He added that in his opinion if a business or lodging facility were already struggling, this small increase wouldn't make much it any worse.
 - Mrs. Pat Inman of the Denham House voiced her concerns with the proposed increase and stated her opposition to it. She explained that they track their clients and for the most part they see a lot of repeat customers and that by increasing the tax most of them would choose to stay elsewhere. She felt there was a greater need to advertise our community and advertise the downtown shops, but added most of the places downtown have limited hours of operation. She also stated that in the past she was informed the TDC could not have a reserve however it seems there is a large reserve built up. She also read a letter from Mr. Chip Rogers showing his opposition the proposed increase.
 - Mr. Arun Kundra of the Econo Lodge in Lloyd voiced his opposition to the increase stating he felt the increase would affect travel to our area and not in a positive way. He explained that Jefferson County as a whole is already at a disadvantage as there isn't much to draw people to want to stay here. He explained that his occupancy at best is 50% and by raising the tax, even a little, will negatively impact that percentage. He noted that historically when the rate changed from 2% to 3% there was no increase in the number of rooms rented. He went on further to say that he had reached out to the TDC for advertising and was told no, so he pays his own advertising costs with no help from the TDC. He feels the proposed increase is a negative impact on the lodges who will not reap any of the benefits and he felt there should be a solid plan presented with informed reasons before approving the increase.

Jefferson County Board of County Commission
Regular Session
June 15th, 2023

- Mrs. Lori Russ, manager of the Econo Lodge in Lloyd further explained that the main reason for their visitors comes from Tallahassee overflow of sporting events and the tired traveler looking for a reasonably priced place to stay. She felt that the increase would further limit the traffic to their location and urged the Board not to approve.
- Mr. Mike Heron of the Monticello Opera House thanked the Board for their previous support and stated that he felt they are the largest reason for people coming to Monticello and he supports the proposed increase.
- Mr. Erik Paul, a local resident and Air BnB owner, agreed with Commissioner Surles that a better business plan with a clear reason for the increase should be brought forward first. He felt that with the current surplus amount and no intention of spending there was no reason to increase the tax. He explained that as an Air BnB owner he pays in his taxes and is constantly asked by visitors to discount their fees. He feels that the marketing through the TDC doesn't do anything for Jefferson County and it should.
- Mrs. Rose Naff of Blue Sky Farm explained they advertise and host fundraisers and it does draw people to want to come to Jefferson County.
- Mrs. Richardson defended her request for the tax increase by reviewing the revenue at the time of the last increase. She further stated the TDC does promote Jefferson County however they cannot promote one specific lodging establishment and they promote tourism not places to stay.
- Commissioner Walker stated he felt that based on the information provided the TDC was currently funded appropriately and there was no need to increase the tax.
- Commissioner Surles stated that he agreed with Mrs. Inmon as he sees people visiting the community but are limited as to what they can do because of the hours of operation a lot of places have. He added that by keeping the tax as is, Jefferson County can keep a lower rental rate and stay competitive with the surrounding areas.
- County Attorney Rosenthal explained that per State Law a super majority vote would be required.
- Commissioner Hosford motioned to adopt the proposed increase. Chairman Tuten passed the gavel and seconded the motion. The motion failed by a vote of 2-3 (Hall, Surles and Walker opposed). Commissioner Surles passed the gavel back to Chairman Tuten.
- County Attorney Rosenthal recommended revising the plan and adopting with changes.
- Commissioner Walker motioned to adopt as stated by the County Attorney. Commissioner Surles seconded the motion. Motion passed unanimously.
- Agenda Item #10: Clerk of Court
 - Not present
- Agenda Item #11: County Engineers
 - Mr. Jack Husband presented an update on the current road work. He also presented a pay request and asked for Board approval.
 - Commissioner Surles asked for him to look into a remedy for the Old Lloyd Road curve.
 - Commissioner Hall motioned to approve the pay request. Commissioner Surles seconded the motion. County Manager Metty explained the process for payments and stated that her office would see to submitted the invoice for payment.

Jefferson County Board of County Commission
Regular Session
June 15th, 2023

- Agenda Item #11 Continued
 - Mrs. JoAnne Moore reviewed the Road Bond information.
 - Commissioner Walker motioned to approve as presented. Commissioner Surles seconded the motion. County Attorney Rosenthal asked if this item could wait and be presented at the next meeting. Commissioner Walker felt that the Board should approve and if there were adjustments to be made to allow the County Manager to work with the County Attorney to handle them. Motion passed unanimously.
- Agenda Item #12: County Attorney
 - Nothing at this time.
- Agenda Item #13: County Manager
 - Mrs. Metty informed the Board that the Governor had signed the budget and she reviewed the monies received. She thanked everyone for their hard work on getting this completed.
- Agenda Item #14: County Commissioners
 - Commissioner Hosford stated the Commissioners needed to be scheduled for their group photo.
 - Commissioner Hall wanted to send prayers to County Attorney Encinosa and her family as well as the Leinback family for their recent losses.

On motion by Commissioner Walker, seconded by Commissioner Surles, and unanimously carried, the meeting was adjourned at 7:20pm

Board of County Commissioners
Jefferson County, Florida

ATTEST:

Chairman

Clerk of Court

Jefferson County Board of County Commission
Fire and Solid Waste Assessment Workshop
June 15, 2023

Present were Chairman Chris Tuten; Commissioner Gene Hall; Commissioner Austin Hosford; Commissioner JT Surles; Commissioner Stephen Walker; County Manager Shannon Metty; County Attorney Evan Rosenthal

Chairman Tuten called the meeting to order and opened the workshop by introducing Mr. Shane Black of Anser Advisory. Mr. Black then reviewed his presentation on the review of the current assessments for Fire and Solid Waste as well as the options to increase each assessment.

Open Commissioner Discussion:

- Commissioner Walker stated he felt it is wrong to continue to pull monies from the General Fund as these should be self-sustaining and not be a burden to tax payers.
- Commissioner Hall stated he felt this was a time sensitive matter as the TRIM Notices were to be sent out within a month.
- Commissioner Tuten agreed that this should be updated and asked if a not to exceed amount could be placed on the TRIM notice in order to avoid any mailout conflicts. Mr. Black deferred to County Attorney Rosenthal who explained that a not to exceed amount could be sent out on the TRIM notices in order to keep the process moving.
- Commissioner Hosford asked Mr. Black to clarify his recommendation. Mr. Black explained his recommendation was a 100% increase making the assessment rate near \$300.
- Commissioner Surles asked if a decision can be reassessed annually. Mr. Black explained yes this should be reviewed and revised as needed annually.

Attorney Rosenthal asked for the Board direction as this is a time sensitive matter and would need to be placed on the July 6th, 2023 Agenda. He also explained the final decision would need to be on the September 14th, 2023 Agenda.

It was the **consensus of the Board** to proceed with the July 6th, 2023 meeting and place a not to exceed limit on the TRIM notices so that citizens had an idea of what to expect and not to disrupt the timeline.

Board of County Commissioners
Jefferson County, Florida

ATTEST:

Chairman

Clerk of Court

Foreign Trade Zone Overview

February 1, 2024

Presented By:
Vanessa Spaulding
Manager – Airport Foreign Trade Zone &
Air Service Development



YOUR GLOBAL GATEWAY TO NORTHWEST FLORIDA



TALLAHASSEE
INTERNATIONAL AIRPORT

**SCAN TO
LEARN MORE**



NEW FOREIGN-TRADE ZONE COMING IN 2024

BENEFITS TO NORTHWEST AND NORTH CENTRAL FLORIDA:

- Bolsters the Region's Global Market Competitiveness
- Encourages International Commerce
- Catalyst for Economic Growth in the Region
- Attracts International and Domestic Businesses
- Increases Regional Job Creation Opportunities

BENEFITS TO FTZ USERS:

- Weekly Entry and Direct Delivery
- Improved Supply Chain Velocity
- Elimination of Duty Drawback
- Exports and Scrap are Duty Free
- Inverted Tariffs on Manufacturing

TLHAirport.com

f t i @TLHAirport



Foreign Trade Zone Progress:



- Change the Airport name from “Tallahassee Regional Airport” to “Tallahassee International Airport” ✓ COMPLETE
- Develop new branding and marketing materials/signage ✓ COMPLETE
- Enter into the required agreement with Customs and Border Protection (CBP) to become a “User Fee” Airport ✓ IN PROGRESS
- Design and Develop an International Arrivals Facility (IAF) ✓ IN PROGRESS
- Pursue and develop a future Foreign Trade Zone (FTZ) on Airport Property ✓ IN PROGRESS



TALLAHASSEE
INTERNATIONAL AIRPORT

CORGAN



FE FITZGERALD
COLLABORATIVE







CBP Import Process



U.S. Customs and
Border Protection

IMS WORLDWIDE INC.



TALLAHASSEE
INTERNATIONAL AIRPORT

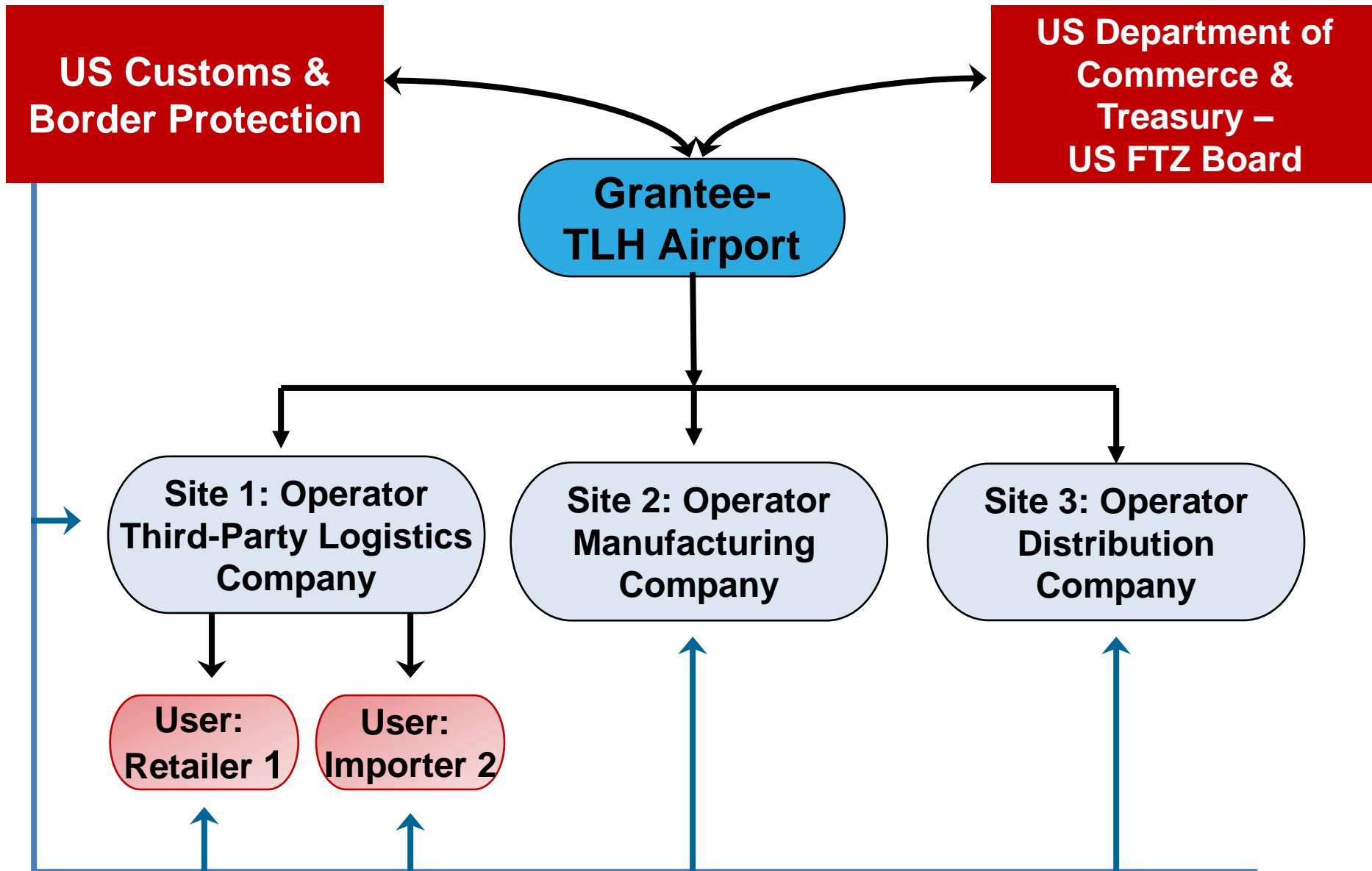
What is a Foreign Trade Zone?

Foreign Trade Zones (FTZ):

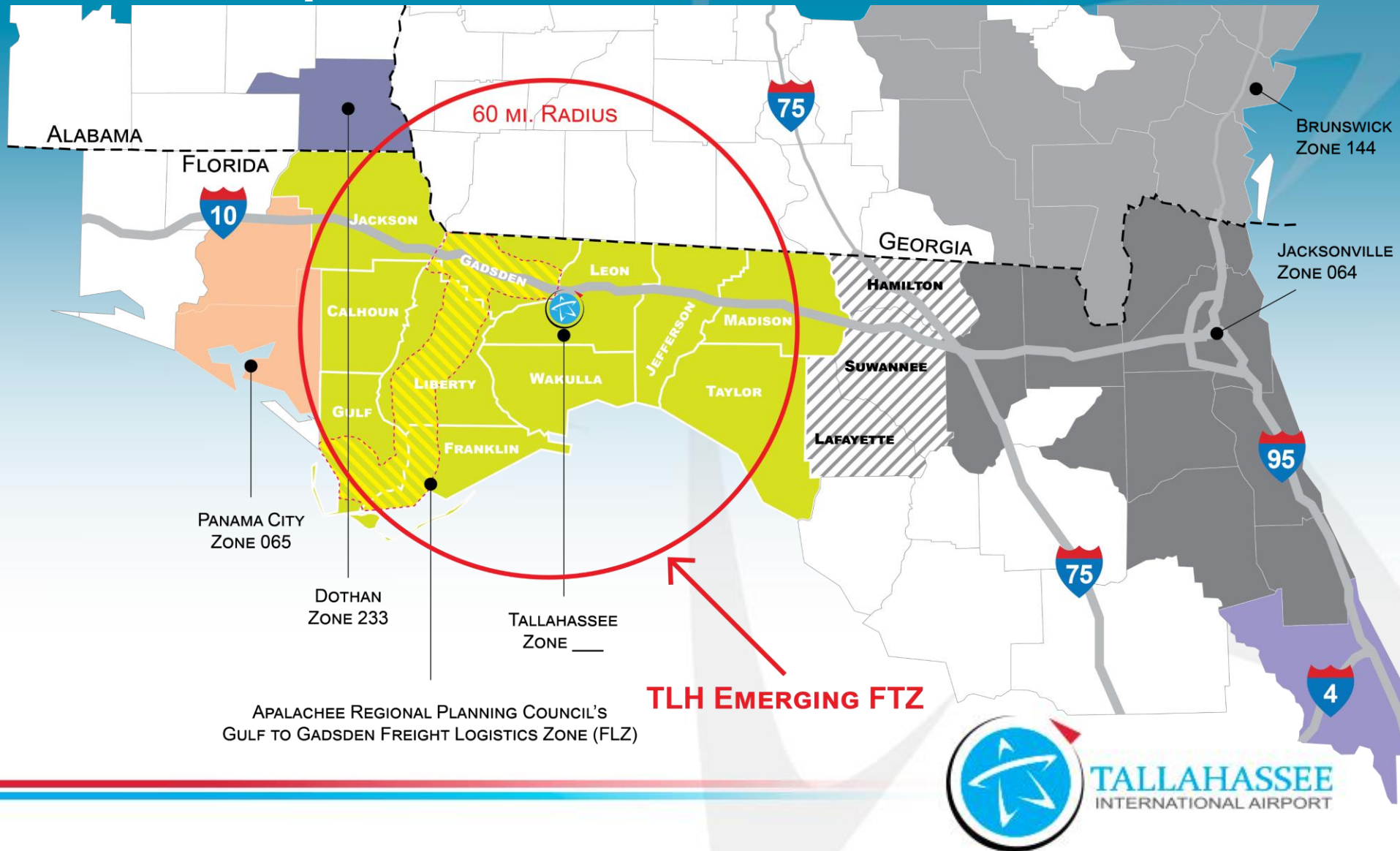
- Federal program started in 1934
- 261 active FTZ projects in all 50 states & Puerto Rico
- Secure, designated locations in the U.S. where companies can use special customs procedures
- Increase international competitiveness with other nations for manufacturing and operations.
- Encourage activity at U.S. facilities in competition with foreign alternatives by allowing delayed or reduced duty payments on foreign merchandise.



US FTZ Governance Structure



Proposed FTZ Service Area



What is a Zone Site?

- **Industrial Park or Development**
 - ✓ Magnet Site
- **A Company's Facility**
 - ✓ Usage-Driven or Subzone
- **Multiple Company Locations**
 - ✓ Subzone

The Danfoss logo is displayed in white cursive script on a red rectangular background.

Zone Activities

What activity can occur within an FTZ?

- Distribution
- Storage
- Testing and Inspection
- Repackaging
- Assembly
- Repair
- Scrap
- Manufacturing

What activity cannot occur within an FTZ?

- Retail operations
- Residential usage



FTZ Operational Benefits

- Duty Deferral
- Duty Elimination
- Duty Reduction
- Duty Inversion
- Duty Free Export/Scrap
- Merchandise Processing Fee Reduction via Weekly Entry
- Improved Supply Chain Velocity



What is an FTZ?

A US FTZ is a secure, geographical area authorized by the federal government, where commercial merchandise, both domestic and foreign, is **outside the commerce of the US** for Customs purposes.

International Location



Cargo

Re-Exports

Duty is never paid on components that remain within the FTZ and are exported.

US Foreign Trade Zone



Goods within FTZ Can Be:

- Stored
- Manipulated
- Value-Added
- Exported
- Scrapped

US Commerce

Duty Paid on Cargo or Finished Good



Deferring duties until goods are needed, can provide significant savings.

Inverted Tariffs on Manufacturing



IMS WORLDWIDE INC.

 TALLAHASSEE
INTERNATIONAL AIRPORT



YOUR GLOBAL GATEWAY TO NORTHWEST FLORIDA



TALLAHASSEE
INTERNATIONAL AIRPORT

**SCAN TO
LEARN MORE**



NEW FOREIGN-TRADE ZONE COMING IN 2024

BENEFITS TO NORTHWEST AND NORTH CENTRAL FLORIDA:

- Bolsters the Region's Global Market Competitiveness
- Encourages International Commerce
- Catalyst for Economic Growth in the Region
- Attracts International and Domestic Businesses
- Increases Regional Job Creation Opportunities

BENEFITS TO FTZ USERS:

- Weekly Entry and Direct Delivery
- Improved Supply Chain Velocity
- Elimination of Duty Drawback
- Exports and Scrap are Duty Free
- Inverted Tariffs on Manufacturing

TLHAirport.com

f t i @TLHAirport



Questions?

Vanessa Spaulding, MBA, CIA, CIGA
Manager - Airport Foreign Trade Zone &
Air Service Development
Tallahassee International Airport
Office: (850) 891-7895
Email: Vanessa.Spaulding@talgov.com



Board of County Commissioners

Agenda Request

Date of Meeting: February 1, 2024

Date Submitted: January 23, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Options Regarding Vista Road

Statement of Issue:

This agenda item presents the BoCC with potential options regarding Vista Road.

Background:

Vista Road is a private road in the unincorporated area of Jefferson County. It runs from Waukeelah Highway to Drifton Woods Road at the back of the County Industrial Park. It provides a potential secondary access point for the properties in the industrial park and the Jefferson County Sheriff's Office.

The approximate location of Vista Road is shown in **RED** on the below map. Vista Road is an unpaved road that appears designed to handle the residential traffic generated by the abutting properties. Based upon information from County staff, the current utilized road is not a sufficient width to meet County road standards and portions are too narrow to safely accommodate 2-way traffic, especially around present curves and turns in the roadway. It is important to note the County Attorney has not conducted any title work on Vista Road or its ownership, but it appears that the neighborhood served by Vista Road does not have an active HOA and that the underlying road right-of-way is owned by each abutting property owner, but with a 30-foot wide roadway easement. Because no title work has been performed, it's not clear whether there is an easement on every property abutting the road, whether the current road lies within the easement area, or who the easement is granted to (assumed other property owners on Vista Road).

In the past, the County has provided materials to the neighborhood for their use in maintaining the road, but it is understood that the property owner who took charge of grading the road is no longer able or interested in performing those functions. A majority of the neighborhood property owners previously requested that the County take over the private road and maintain it as a county road, but this petition was not acted upon by the County at that time. It is not known, at this time, if the current property owners still support County take-over.



Analysis:

The purpose of this agenda item is to outline some potential options for the BoCC's consideration and to note any legal actions and issues that may arise. Ultimately, the BoCC will need to make a policy decision on how to proceed – if at all – after considering any legal issues, financial impacts, and other County priorities.

Option 1 - County Road Takeover

If all property owners who own any portion of Vista Road are willing to deed the right of way or grant the County a right of way easement, then the County can accept those conveyances and accept Vista Road as a County road. Given that the current driving surface does not meet County road standards and reportedly suffers from some narrowing and potentially problematic blind turns on those narrowed portions, it would be recommended that the County budget and plan to immediately bring the road up to County standards for either a two-way dirt road or a two-way paved road. The cost is not known at this time, but estimates can be obtained if the BoCC elects to proceed with investigating this option further.

Option 2 - Voluntary Assessments

If all property owners who own any portion of Vista Road are willing to grant the County a temporary right of way easement or license then the County can explore the possibility of establishing a voluntary assessment program to maintain or pave Vista Road. Given that the

current driving surface does not appear to be safe for 2-way traffic due to some narrowing and potentially problematic blind turns on those narrowed portions, it would be recommended that the initial year program include bringing the road up to County standards for either a two-way dirt road or a two-way paved road, at the property owners' election. The County has adopted a standard Voluntary Assessment Procedure Resolution (Resolution No. 22-10062022-02), which would govern the assessment process, and 100% of the costs would have to be paid by the private property owners. However, with suitable support demonstrating use of the road by JCSO, the JSCO could consent to participate in the funding and pay a portion of the annual maintenance cost with the remainder to be paid by the benefitting property owners. A summary of the voluntary assessment procedures are set forth below. The application deadline may be waived by the BoCC if needed.

Year Prior to the Year the Assessment is Imposed	
<u>Deadline</u>	<u>Action</u>
October 1*	Property owners submit petitions signed by at least 51% of the affected property owners in the neighborhood to the County. If a private road is involved, the property owners must also provide ROW deeds/easements or, at a minimum a license for the construction activities to occur from every property owner with an ownership interest in the road. The ROW deeds or easements will be accepted by resolution of the Board if project goes forward.
October-November*	Board adopts a resolution approving development of the Voluntary Assessment program and preparation and mailing of non-binding ballot.
October-November*	Property owners pay program fee to County.
Year Assessment Imposed	
<u>Deadline</u>	<u>Action</u>
January-April	County staff or a consultant develop the proposed assessment program, including costs of improvements or services, financing terms, a project budget, and the apportionment methodology.
End of April	County staff prepares and mails non-binding ballot to all owners subject to assessment. Ballots due 30 days from the date mailed. Ballots must include proposed rates and description of proposed improvements or services.
End of May	Ballots returned and results counted by County. If at least 66% of ballots returned support assessment, BOCC may move forward with consideration of the Initial Assessment Resolution. The decision to adopt a Voluntary Assessment program is purely a legislative decision for the Board. The results of the ballot are not binding on the Board.
July Board Meeting	BOCC considers approval of the Initial Assessment Resolution.
20 days prior to Public Hearing	County publishes and mails notice of public hearing for consideration of Final Assessment Resolution.
Prior to September 15	County holds public hearing and considers Final Assessment Resolution.
After Public Hearing	Financing is finalized, if needed. After placement of the assessment on the tax bill and once any financing is concluded, the County will take initial steps to begin construction of improvements or provision of the services.

November 1	Assessments included on Tax Bill.
------------	-----------------------------------

Option 3 - Hazard Mitigation Grant - Hurricane Idalia

The County recently became aware of an opportunity to apply for hazard mitigation grant funds available following the Hurricane Idalia declaration to repair roads in the County impacted by the storm. When a major disaster is declared, funding from the FEMA Hazard Mitigation Grant Program (HMGP), as administered by the Florida Division of Emergency management, may be available to help a community to build back better, safer, and stronger in order to reduce the risk of future damage from natural hazards. The County Manager has submitted Vista Road as a possible grant-eligible project. If awarded and depending on the amount, these funds may be used to accomplish all or a portion of the needed repairs on this road. To pursue this option, all property owners who own any portion of Vista Road must be willing to grant the County a temporary right of way easement or license to accomplish this work. If awarded, the County would be the grantee, and accordingly legally liable for compliance with all terms of the grant. If the County fails to maintain grant compliance, the County may be required to repay any grant funds received. Although no grant agreement has been provided to date, based on similar FDEM grant programs, there may be long term maintenance requirements, insurance provisions, and other terms and conditions that the County should carefully consider before acceptance.

Options:

1. Board Direction.

Recommendation:

Option # 1



Lease Schedule No.	030-0076610-001
Master Lease Agreement No.	0076610

Lessee: (Name & Address)	JEFFERSON COUNTY BOCC 1 COURT HOUSE CIR RM 10, , MONTICELLO, FL 32344-1972
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Cash Price
2024	JD	670G MOTOR GRADER	1DW670GXTRF719188	5	\$342,000.00
Equipment Location	1 COURT HOUSE CIR RM 10, MONTICELLO, FL, 32344-1972		OUTSIDE city limits: <input checked="" type="checkbox"/>		JEFFERSON COUNTY

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment
02/01/2024	02/01/2029	5	\$53,916.17	\$0.00	\$53,916.17
		1	\$132,500.00	\$0.00	\$132,500.00

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1 st Payment Due Date	Billing Period	Advance Lease** Payment	\$53,916.17
01	02/01/2024	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual	**Advance Lease Payment includes the first 1 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

Lease Payments. Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule


Lease Schedule No.	030-0076610-001
Master Lease Agreement No.	0076610

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

JEFFERSON COUNTY BOCC
1 COURT HOUSE CIR RM 10
MONTICELLO, FL 32344-1972

By:  _____
J.T. SURLES, CHAIRMAN

Date: 

LESSOR


DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600


By: _____

Date: _____

[illegible]**LESSEE**

JEFFERSON COUNTY BOCC
1 COURT HOUSE CIR RM 10,
MONTICELLO, FL 32344-1972

By:  _____
J.T. SURLES, CHAIRMAN

Date: **LESSOR**

DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Date:



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	030-0076610-001
Master Lease Agreement No.	0076610

Lessee: (Name & Address)	JEFFERSON COUNTY BOCC 1 COURT HOUSE CIR RM 10, , MONTICELLO, FL 32344-1972
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:



Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	JEFFERSON COUNTY BOCC 1 COURT HOUSE CIR RM 10 MONTICELLO, FL 32344-1972
By: 	_____
	J.T. SURLES, CHAIRMAN
Date: 	_____

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



JOHN DEERE
FINANCIAL

Advance Lease Payment Invoice

Due Date:	02/01/2024
Total Due:	\$53,916.17

Billing Address:	Updated Billing Information:
JEFFERSON COUNTY BOCC 1 COURT HOUSE CIR RM 10 MONTICELLO, FL 32344-1972	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number:	0076610
--------------------------------	---------

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
280811	JD	670G	1DW670GXTRF7 19188	02/01/2024	\$53,916.17	\$0.00	\$0.00	\$53,916.17

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select “lease” prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.



Delivery and Acknowledgment



Lease Schedule No.	030-0076610-001
Master Lease Agreement No.	0076610

Lessee: (Name & Address)	JEFFERSON COUNTY BOCC 1 COURT HOUSE CIR RM 10, , MONTICELLO, FL 32344-1972
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE JEFFERSON COUNTY BOCC 1 COURT HOUSE CIR RM 10, MONTICELLO, FL 32344-1972	LESSOR DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By:  _____ J.T. SURLES, CHAIRMAN	By: _____
Date:  _____	Date: _____

Automatic Payment Enrollment



- ☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): _____

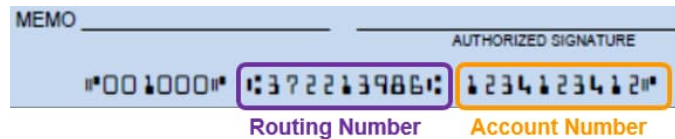
Bank Account Number: _____

Examples: (a voided check is not required)

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14030596	JEFFERSON COUNTY BOCC,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Bank Account Owner Signature

Date

Bank Account Owner Phone Number

Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Purchaser

Name: JEFFERSON COUNTY BOCC

Address: 1 COURT HOUSE CIR RM 10 MONTICELLO, FL 32344

ID Number (If Applicable): _____

Exemption Number (if applicable): _____

Description of Item Being Purchased

Quantity	Year	Make	Model	Equipment Description
1	2024	JOHN DEERE	670 G	MOTOR GRADER

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

Version 2 March 27 2018

Board of County Commissioners

Agenda Request

Date of Meeting: February 1, 2024

Date Submitted: January 19, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Approval of Lease Schedule with John Deere Financial for 2024 John Deere 670G Motor Grader Pursuant to the Master Lease-Purchase Agreement No. 0076610 Between Jefferson County and Deere Credit, Inc.

Statement of Issue:

This agenda item requests Board approval of the Lease Schedule with John Deere Financial for a new 2024 John Deere 670G Motor Grader Pursuant to the Master Lease-Purchase Agreement No. 0076610 Between Jefferson County and Deere Credit, Inc.

Background:

In July 2023, Jefferson County and Deere Credit entered into that certain Master Lease-Purchase Agreement No.0076610, setting forth the terms and conditions for lease-purchasing major county equipment. On that same date, the County entered into Lease Schedule No. 030-0076610-000 to acquire a 2023 John Deere 620G motor grader for the County road department's use.

In accordance with this Master Lease-Purchase Agreement, the County is able to enter into subsequent Lease Schedules to obtain additional equipment under the terms and conditions set forth in the master agreement.

Analysis:

The County road department has a need for an additional road grader.

According to Section 2-4(f) of the Jefferson County Code of Ordinances, the County has the authority to join with other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby. The Procurement Office shall appropriately document such cooperative procurement arrangements and maintain a copy of the contract with the competitively procured fixed unit prices for the desired equipment. All cooperative procurements shall be through contracts awarded through full and open competition, including use of source selection methods equivalent to those required by the County. Each selection method shall clearly

state the intention to include participation by other units of government as a requirement for use in cooperative procurement.

Beard Equipment Co. is an approved vendor pursuant to Sourcewell Contract #011723-JDC, and has an available 2024 John Deere 670G Motor Grader for the fixed unit price procured in the Sourcewell Contract. The County Manager has determined that the Sourcewell Contract satisfies the requirements of Section 2-4(f) of the Jefferson County Code of Ordinances, authorizing cooperative procurements.

Pursuant to the attached Lease Schedule No. 030-0076610-001, which is the second Lease Schedule that will be issued pursuant to the Master Lease-Purchase Agreement, Jefferson County will acquire the 2024 John Deere 670G motor grader (serial number 1DW670GXTRF719188). The cash price for the grader is \$342,000, but this will be paid in five annual payments of \$53,916.17 in years 2024 through 2028 and then a final payment in the amount of \$132,500 in 2029. Total payments will amount to \$402,081.85. The interest rate is 5.65%.

Options:

1. Approve Lease Schedule with John Deere Financial for 2024 John Deere 670G Motor Grader Pursuant to the Master Lease-Purchase Agreement No. 0076610 Between Jefferson County and Deere Credit, Inc. and Authorize the Chairman to Sign all Documents for the Purchase
2. Do Not Approve Lease Schedule with John Deere Financial for 2024 John Deere 670G Motor Grader Pursuant to the Master Lease-Purchase Agreement No. 0076610 Between Jefferson County and Deere Credit, Inc.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Lease Schedule No. 030-0076610-001

Jefferson County - FY 24-25 Budget Schedule

Date	Participant(s)	Topics and Times
Thursday, February 1, 2024	County Manager's Office, Board of County Commissioners	Presentation of the FY 24-25 Budget Schedule
Friday, February 16, 2024	County Manager's Office, Department Heads, Constitutional Officers	Development of Budget Structure & Strategic Planning Session
Wednesday, February 28, 2024	Department Heads	Deadline to submit Operational Budgets, Strategic Initiative and Non-recurring requests to County Manager.
Thursday, March 7, 2024	County Manager's Office, Department Heads, Board of County Commissioners	BOCC Workshop - Building, Extension, Recreation, Library, Debt Services, & Mosquito Control
Thursday, April 4, 2024	County Manager's Office, Department Heads, Board of County Commissioners	BOCC Workshop - Road, Capital Projects, Solid Waste, Fire, EMS, Solid Waste, Animal Control, & Code Enforcement
Thursday, May 2, 2024	County Manager's Office, Department Heads, Board of County Commissioners	BOCC Workshop - Extension, County Manager, Planning, County Buildings, Tourism, Economic Development, Veteran Affairs, Medical Services, & Grants
Saturday, June 1, 2024	Constitutional Officers	Submission of budget requests to the County Manager
Thursday, June 6, 2024	County Manager's Office, Board of County Commissioners, Constitutional Officers	BOCC Workshop - Clerk of The Court & Judicial Services (<i>Circuit & County</i>), Property Appraiser, Supervisor of Elections, Tax Collector & Sheriff's Office (<i>JSCO, Jail, 911, & Emergency Management</i>)
Monday, July 1, 2024	Property Appraiser	No later than July 1, the Property Appraiser certifies, to each taxing authority, the taxable value within the jurisdiction of the taxing authority on Form DR-420.
Thursday, July 11, 2024	County Manager, Board of County Commissioners	BOCC Workshop - The Board of County Commissioners' County Manager's Office delivers a tentative budget to the board. 5 PM
Thursday, July 18, 2024	Board of County Commissioners	BOCC Workshop - Discussion of Budget. Announcement of Proposed Millage Rates and selection of dates, times and places for public hearings. Approval to advise the Property Appraiser of proposed millage rates.
Sunday, August 4, 2024	County Manager's Office	Last day to advise the Property Appraiser of the Proposed Millage Rates, current year rolled-back rate and the date, times to advertise.
Friday, August 23, 2024	Property Appraiser	Property Appraiser mails out the Notice of Proposed Property Taxes to each taxpayer listed on the current year assessment roll. (TRIM Notices)
Friday, September 6, 2024	County Manager's Office	Advertisement published in newspaper for First budget hearing.
Thursday, September 12, 2024	Board of County Commissioners, County Manager's Office	First Public Hearing for Adoption of Tentative Budget and Millage Rate. 5:01 PM
Friday, September 20, 2024	County Manager's Office	Advertisement published in newspaper for final budget hearing.
Wednesday, September 25, 2024	Board of County Commissioners, County Manager's Office	Final Public Hearing for Adoption of Final Budget and Millage Rate. 5:01 PM
Wednesday, September 25, 2024	County Manager's Office	Notification of adopted budget to the Sheriff - Notify the Sheriff, in writing, of the proposed fiscal year 2024-2025 budget appropriations of the Sheriff. Shortly after final public hearing.
Friday, September 27, 2024	County Manager's Office	Notification of adopted budget to constitutional officers - Within 3 days of Final Hearing, the Resolution adopting final millage and budget to Property Appraiser, Tax Collector, Supervisor of Elections and Clerk of the Court.
Friday, September 27, 2024	County Manager's Office	Notification of Millage Resolution to the Property Appraiser, Tax Collector and the Florida Department of Revenue.
Friday, September 27, 2024	County Manager's Office, Clerk of the Court	Clerk of the Court provide final budget ledger to County Manager.
Tuesday, October 15, 2024	County Manager's Office	Electronically submit the following information regarding the final budget and the county's economic status to the Office of Economic and Demographic Research. *
Friday, October 25, 2024	County Manager's Office	Notification to the Florida Department of Revenue - Within 30 days of adoption of final millage and budget, submit TRIM package (DR-487) to the Florida Department of Revenue. Certify final millages to Property Appraiser via DR-422 and DR-422DEBT (if any debt). Post summary budget on website.
Friday, October 25, 2024	County Manager's Office	Post adopted budget to website.

Board of County Commissioners

Agenda Request

Date of Meeting: February 1, 2024

Date Submitted: January 19, 2024

To: Honorable Chairman and Members of the Board

From: Derrick Burrus, Fire Chief
Shannon Metty, County Manager

Subject: Approval to move forward with a EMS Grant application for Ultra Sound Machines with a 10% match

Background:

Fire Rescue requests to apply for State EMS Matching Funds grant for \$16,505.64. Jefferson County would be required to pay 10% = \$1,650.56 from EMS budgeted funds. The funds would be used to purchase four handheld portable ultrasound devices to be utilized in the ambulances by Paramedics for diagnosis of internal bleeding (abdominal and cardiac related trauma), confirm advanced airway placement, and assist with difficult venous access. This additional equipment has been approved by our Medical Director. Deadline for application is February 16, 2024 which requires BOCC approval and resolution.

Options:

- Option 1: Approve
- Option 2: Denie
- Option 3: Approval with conitions

Administrative Closeout Report

May, 2018

Section I. Contract Information

Contract Number: 19DB-ON-02-43-01-H13		Beginning Date: 12/10/2018		
		Ending Date: 06/09/2023		
Recipient: Jefferson County		Recipient's FEIN: 59-6000690		
Recipient's DUNS Number: 034119979				
Local Contact Name: Shannon Metty, County Manager		Contact's Phone Number: (850) 342-0287		
1. Indicate how the project was carried out (administration and construction):	Recipient Employees <input type="checkbox"/>		Contractors <input checked="" type="checkbox"/>	Both <input type="checkbox"/>
2. Indicate how beneficiary data was collected: (Check all that apply.)	Census <input type="checkbox"/>	Survey <input type="checkbox"/>	Income Verification Form <input checked="" type="checkbox"/> (for Housing or ED)	
3. Enter the Census Tract and Block Group numbers for all service areas or the project area: N/A <input type="checkbox"/>	Census Tracts and Corresponding Block Groups: 980100, 980200 Census Tract 100-1, 100-2, 100-3, 100-4, 100-5, 100-6, 100-7, 200-1, 200-2, 200-3			
4. If location of activities has changed since the initial award was made, and a revised map was not previously submitted, is a map included?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
5. Is a Property Management Register included?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
6. If an infrastructure project, is an engineering certification included?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
7. Are project photos included, if required by the subgrant agreement?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
8. Is documentation of all fair housing activities conducted after the last monitoring visit included?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	
9. Is a copy of the final construction draw request, including any change orders, included?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
10. Is the project located in a Historic District?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
11. Is the project located in a Presidentially Declared Disaster Area?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
12. Is the project a Brownfield Activity?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
13. Did the local government provide the assistance (to the beneficiaries) in the form of a loan or a grant?	Grant <input checked="" type="checkbox"/>	Loan <input type="checkbox"/>	Deferred, forgivable loan <input type="checkbox"/>	
14. If a loan, indicate:	Interest Rate: %	Monthly Loan Amount: \$	Amortization Period in Months:	

Administrative Closeout Report

May, 2018

15. List all other funds, along with the source, used to support the activities funded with this subgrant:			
Type	Source	Amount	
Local Funds (i.e., General Revenue)	Jefferson County SHIP Program	\$ 50,000.00	
Grant(s)		\$	
Private Funds (i.e., Participating Party)		\$	
Loan(s)		\$	
Other, including Program Income (Specify)		\$	
16. Will the project result in program income? <i>Program income earned as a result of Small Cities CDBG and Disaster Recovery subgrants, but not expended before closeout, must be returned to DEO. Make check payable to the Department of Economic Opportunity – CDBG Program and include it with the Closeout.</i>		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
• If program income has already resulted, indicate amount:		\$	
• Indicate amount of program income that has been expended to date:		\$	
17. Does the local government have CDBG funds on hand? (If yes, you cannot close the contract.)		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes : \$			
18. Has a final Request for Funds been submitted? (If not, you cannot close the contract.)		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Section II. Public Services, Public Facility and Infrastructure

(To be completed by Commercial Revitalization, Disaster Recovery and Neighborhood Revitalization subgrant recipients. If water or sewer hookups were provided, Section IV must also be completed.)

1. Service (Housing Counseling, etc.)	
a. Number of persons with new access to this service or benefit	N/A
b. Number of persons with improved access to this service or benefit	N/A
c. Number of persons now receiving a service or benefit that is no longer substandard	N/A
2. Public Facility or Infrastructure Improvement (i.e., Water and Sewer Facilities, Drainage, Street Paving)	
a. Number of persons with new access to this type of public facility or infrastructure improvement	N/A
b. Number of persons with improved access to this type if public facility or infrastructure improvement	N/A
c. Number of persons served by public facility or infrastructure that is no longer substandard	N/A

Administrative Closeout Report

May, 2018

Section III. Commercial Revitalization and Economic Development

Recipients of Commercial Revitalization grants should only respond to items with an asterisk ().*

Number of businesses assisted with commercial facade treatment*	N/A	
Number of businesses assisted that provide goods or services to meet the needs of a service area, a neighborhood, or a community*		
Number of businesses assisted*		
Number of new businesses assisted		
Number of existing businesses assisted		
Number of existing businesses expanding		
Number of existing businesses relocating		
Number of full-time positions created		
Number of full-time positions retained		
Number of full-time low- and moderate-income positions created		
Number of full-time low- and moderate-income positions retained		
Number of persons who were unemployed prior to taking jobs created by this activity		
Number of retained jobs with employer-sponsored health care benefits		
Number of jobs created with employer-sponsored health care benefits		
Enter in the spaces below the number of jobs created and retained by type:		
Classification	Created	Retained
Officials and Managers		
Professional		
Office and Clerical		
Sales		
Technicians		
Service Workers		
Craft Workers (skilled)		
Operatives (semi-skilled)		
Laborers (unskilled)		

Administrative Closeout Report

May, 2018

Section III. Commercial Revitalization and Economic Development – Page 2

For each business assisted, enter the business name and the DUNS number for the business, if available. Commercial Revitalization projects that consist of infrastructure activities (road paving; lighting, water, sewer or drainage improvements; parking facilities; or pedestrian malls) provide a benefit to the adjacent businesses. Therefore, the businesses that benefit from the improvements must be reported here. A DUNS number must be reported, if available, for each business.

[illegible]

Administrative Closeout Report

May, 2018

Section IV. Housing Rehabilitation and Hookups

(To be completed by Small Cities CDBG and Disaster Recovery Program subgrant recipients if housing or hookup activities were undertaken. If water/sewer/electrical hookups were provided, please complete all information requested in Section IV.)

Number of single family owner-occupied houses rehabilitated.		3
Number of single family owner-occupied houses replaced one-for-one.		2
Total number of single family owner-occupied houses rehabilitated and replaced.		5
Did the activity involve rental housing?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Number of single family rental houses addressed.		0
Number of multi-family properties addressed.		0
Number of units within the multi-family properties.		0
Number of permanent displacements/relocations.		0
Number of units with elderly residents (62 or older).		3
Number of units with a female head of household.		4
Number of units made handicapped accessible.		1
Number of units that qualify as "Energy Star."		5
Number of units brought into compliance with lead safety requirements		5
If applicable, number of beds created in overnight shelter or emergency housing		0
Did the project include:		
• Installing security devices,	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
• Installing smoke detectors,	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
• Performing emergency housing repairs,	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
• Providing supplies and equipment for painting houses,	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
• Operating a Tool Lending Library, or	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
• Mitigation to prevent future damages (strengthened roof, doors, windows, elevations, etc.).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
For Small Cities CDBG Housing Rehabilitation scoring review only, complete the following:	Proposed	Actual
• Number of Low-Income housing units (30.01%-50.0% of area median family income) rehabilitated.	3	0
• Number of Very Low-Income housing units (30.0% or less area median family income) rehabilitated.	2	2



Department of Economic Opportunity – Community Development Block Grant Program
Administrative Closeout Report

Form SC-62
May, 2018

Section IV: Housing Rehabilitation and Hookups – Page 2

(Housing rehabilitation and hookup beneficiaries are measured in households (HH), not the number of people living in each housing unit. Race and ethnicity data also applies only to the heads of households (HoH). HUD defines elderly as persons 62 or older. Additional pages are located after the instruction page, if needed. MI = 50.01% – 80.0% AMI. LI = 30.01% – 50.0% AMI. VLI = 30.0% or less of AMI. RH = Rehabilitation. RP = Replacement.)

Owner (Last name, first initial)	Occupant (Last name, first initial)	Street Address (street, city and zip) <i>(If replacement, new address.)</i>	Rental (R) or Owner- Occupied (O)	Race (HoH)	Hispanic/ Latino HoH (Y or N)	Indicate MI, LI or VLI	Female HoH (Y or N)	Elderly Resident (Y or N)	Disabled Resident (Y or N)	Total Cost of Rehab or Replacement	Total CDBG Funds Invested	Date Completed mm/dd/yy	RH or RP	Number of Bedrooms
Ulee, H	Ulee, H	501 Bugler Rd, Monticello 32344	O	AA	N	VLI	N	N	Y	\$ 124,906.50	\$ 74,906.50	06/22/22	RP	2
Howard, S	Howard, S	154 Subdivision Rd, Lloyd, 32344	O	AA	N	VLI	Y	N	N	\$ 117,213.00	\$ 117,213.00	05/24/23	RH	3
Gill, S	Gill, S	107 E 1 st Ct, Greenville, 32331	O	W	N	MI	Y	Y	N	\$ 148,608.00	\$ 148,608.00	05/16/23	RP	2
Hayes, D	Hayes, D	295 Jefferson Heights Rd, Monticello 32344	O	W	N	MI	Y	Y	N	\$ 48,639.00	\$ 48,639.00	04/27/22	RH	3
Dean, J	Dean, J	194 Tin Top Rd, Monticello 32344	O	AA	N	MI	N	Y	N	\$ 106,601.00	\$ 106,601.00	05/24/23	RH	4
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			

Codes for the Race of the Head of Household:

W = White
AA = African American
A = Asian

AI, AN = American Indian or Alaskan Native
NHPI = Native Hawaiian/Pacific Islander
AI, AN, W = American Indian or Alaskan Native and White
A, W = Asian and White

AA, W = African American and White
AI, AN, AA = American Indian/Alaskan Native and African American
OMR = Other Multi-Racial



Administrative Closeout Report

May, 2018

Section V. Status of Accomplishments and Expenditures (Use additional pages, if necessary.)

(A) National Objective (See codes.)	(B) Activity Number	(C) Activity Name	(D) IDIS Number (for Small Cities CDBG)	(E) CDBG Accomplishments		(F) Current Approved CDBG Budget	(G) CDBG Funds Received To Date	(H) Other Leverage Funds Expended
			DEO Use Only	Contracted	To Date			
N/A	21A	Administration		N/A	N/A	\$ 112,500.00	\$ 106,562.83	\$ 0.00
1	14A	Housing Rehab				\$ 615,500.00	\$ 506,068.21	\$ 50,000.00
1	08	Temporary Relocation				\$ 22,000.00	\$ 8,556.26	\$ 0.00
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
						\$	\$	\$
Totals						\$ 750,000.00	\$ 621,187.30	\$ 50,000.00
I. Total CDBG Approved Budget:						(Total of Column F)	\$ 750,000.00	
J. Total CDBG Funds Received To Date:						(Total of Column G)	\$ 621,187.30	
K. Refund Due to DEO:						(If Line J is greater than Line I, indicate the difference.)	\$ 0.00	
L. Amount to be Deobligated:						(If Line J is less than Line I, indicate the difference.)	\$ 128,812.70	

National Objective Codes: 1 - LMI 2 - Urgent Need 3 - Slum and Blight



Department of Economic Opportunity – Community Development Block Grant Program
Administrative Closeout Report

Form SC-62
May, 2018

Section VI. Beneficiary Data (Do not enter Administration or Engineering. Housing and hookup beneficiaries are measured in households (HH). Area Median Family Income – AMI. Use additional pages if needed.)

			Activity Number 14A		Activity Number 08		Activity Number		Activity Number		Activity Number		Activity Number	
Total Beneficiaries Proposed			11		11									
Total Beneficiaries Actual			5		4									
Moderate-Income Beneficiaries Proposed (50.01% – 80.0% AMI)			6		6									
Moderate-Income Beneficiaries Actual			3		2									
Low-Income Beneficiaries Proposed (30.01% – 50.0% AMI)			3		3									
Low-Income Beneficiaries Actual			0		0									
VLI Beneficiaries Proposed (30.0% or less of AMI)			2		2									
VLI Beneficiaries Actual			2		2									
Female Heads of Household			3		2									
Disabled Persons			1		1									
Elderly Persons (62 or older)			3		2									
Race	For Housing Grants Only		Total	Hispanic/ Latino Ethnicity	Total	Hispanic/ Latino Ethnicity	Total	Hispanic/ Latino Ethnicity	Total	Hispanic/ Latino Ethnicity	Total	Hispanic/ Latino Ethnicity	Total	Hispanic/ Latino Ethnicity
	# Owner Occupied	# Renter Occupied												
White	2	0	2	0	2	0								
African American	3	0	3	0	3	0								
Asian	0	0	0	0	0	0								
American Indian or Alaskan Native	0	0	0	0	0	0								
Native Hawaiian/Pacific Islander	0	0	0	0	0	0								
American Indian or Alaskan Native and White	0	0	0	0	0	0								
Asian and White	0	0	0	0	0	0								
African American and White	0	0	0	0	0	0								
American Indian or Alaskan Native and African American	0	0	0	0	0	0								
Other Multi-Racial	0	0	0	0	0	0								



Section VII. Property Management Register

Attachment A (If required.)

Recipient: N/A				Contract End Date:	
Contract Number:				Local Contact:	
	1	2	3	4	5
Description of Property or Type of Equipment					
Identification Number					
Date of Purchase or Acquisition					
Total Cost of Property	\$	\$	\$	\$	\$
CDBG Cost	\$	\$	\$	\$	\$
CDBG % of Total Cost					
Physical Location					
Condition (New or Used)					
Residual Value	\$	\$	\$	\$	\$
Disposition Date					
Disposition Amount	\$	\$	\$	\$	\$
Method of Disposition					

Administrative Closeout Report

May, 2018

Section VIII. Closeout Approval

I certify that, to the best of my knowledge, all activities undertaken by the local government with funds under this grant agreement have been carried out in accordance with the grant agreement, that proper provision has been made for the payment of all paid costs identified; that the State of Florida is under no obligation to make further payment to the local government under the grant agreement in excess of the amount identified on **Line I of Section V. Status of Accomplishments and Expenditures** submitted with this closeout report; that every statement and amount set forth in this instrument is true and correct as of this date; that all required audits as of this date have been submitted and approved; and I acknowledge that DEO reserves the right to recover any disallowed costs identified in an audit completed after this closeout.

Chief Elected Official or Authorized Designee

Signature

JT Surles, BOCC Chairman

Name and Title Typed

Date

For DEO use only:

Approval of this Closeout Package authorizes the deobligation of unexpended CDBG contract funds in the amount of \$ _____

Division of Community Development

Bureau of Financial Management

Name and Title

Name and Title

Date

Date

Administrative Closeout Report

May, 2018

Instructions for Community Development Block Grant Closeout Small Cities CDBG and Disaster Recovery Programs

Do not include this page when you mail the ***Closeout Report Form*** to the Department. Mail two copies of the form with original signatures – one will be retained for the Department’s project file, and one will be mailed back for your local file.

The ***Closeout Report Form*** must be submitted to the Department within 45 days after the contract termination or expiration date. Please note the following important instructions:

- Closeouts can only be submitted after all modifications have been executed and all ***Request For Funds*** have been submitted. The Department will not process a ***Request For Funds*** or a ***Modification to Subgrant Agreement*** request that is submitted with a closeout package.
- A final ***Request For Funds*** must be submitted prior to submission of the closeout package since funds that have not been requested will be deobligated.
- Any modification that is necessary for final reconciliation of the subgrant funds must be executed prior to the submission of the closeout package.
- All subgrant recipients must complete ***Section I. Contract Information.***
- Commercial Revitalization, Disaster Recovery (if infrastructure or public facility projects were carried out) or Neighborhood Revitalization subgrant recipients must complete ***Section II. Public Services, Public Facility and Infrastructure.***
- Recipients of Commercial Revitalization or Economic Development subgrants must complete ***Section III. Commercial Revitalization and Economic Development.***
- Housing Rehabilitation and Disaster Recovery (if housing activities were carried out) subgrant recipients must complete ***Section IV. Housing Rehabilitation and Hookups.***
- Neighborhood Revitalization subgrant recipients must complete ***Section IV. Housing Rehabilitation and Hookups*** if water/sewer/electrical hookups were made as part of the project activities.
- All subgrant recipients must complete ***Section V. Beneficiary Data*** and ***Section VI. Status of Accomplishments and Expenditures.***
- ***Section VIII. Closeout Approval*** must be signed by the Chief Elected Official or another individual authorized by resolution to sign CDBG documents. Enter the information requested or circle the response.

Please complete and return only the sections that are applicable to your contract. Contact your grant manager if you have questions. Use the tab key or the cursor to move between form fields and check boxes. Click on the appropriate check box to put an “X” for “Yes, No or N/A” questions.

Provide copies of the following support documents that are applicable to your contract:

1. The final statement of costs and copies of the final construction invoices;
2. A certification letter from the project engineer that all construction has been completed, inspected and approved by all parties prior to the subgrant end date and submission of the administrative closeout;
3. Photos of project activities, copies of revised maps, documentation of fair housing activities that were conducted after the last monitoring visit, proof that all citizen complaints have been resolved, and responses to any outstanding monitoring issues;
4. Certification that all costs, except those reflected on the closeout report, have been paid;
5. Documentation of the expenditure of any leverage not previously provided;
6. Certification that each housing unit assisted was within the local government’s jurisdiction for Housing Rehabilitation.



Department of Economic Opportunity – Community Development Block Grant Program
Administrative Closeout Report

Form SC-62
May, 2018

Section IV: Housing Rehabilitation and Hookups - Page 3 (if needed)

(Housing rehabilitation and hookup beneficiaries are measured in households (HH), not the number of people living in each housing unit. Race and ethnicity data also applies only to the heads of households (HoH). HUD defines elderly as persons 62 or older. Additional pages are located after the instruction page, if needed. MI = 50.01% – 80.0% AMI. LI = 30.01% – 50.0% AMI. VLI = 30.0% or less of AMI. RH = Rehabilitation. RP = Replacement.)

Owner (Last name, first initial)	Occupant (Last name, first initial)	Street Address (street, city and zip) <i>(If replacement, new address.)</i>	Rental (R) or Owner- Occupied (O)	Race (HoH)	Hispanic (Y or N)	Indicate VLI, LI or LMI	Female HoH (Y or N)	Elderly Resident (Y or N)	Disabled Resident (Y or N)	Total Cost of Rehab (RH) or Replacement (RP)	Total CDBG Funds Invested	Date Completed	RH or RP	Number of Bedrooms
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			

Codes for the Race of the Head of Household:

W = White
AA = African American
A = Asian

AI, AN = American Indian or Alaskan Native
NHPI = Native Hawaiian/Pacific Islander
AI, AN, W = American Indian or Alaskan Native and White
A, W = Asian and White

AA, W = African American and White
AI, AN, AA = American Indian/Alaskan Native and African American
OMR = Other Multi-Racial



Department of Economic Opportunity – Community Development Block Grant Program
Administrative Closeout Report

Form SC-62
May, 2018

Section IV: Housing Rehabilitation and Hookups - Page 4 (if needed)

(Housing rehabilitation and hookup beneficiaries are measured in households (HH), not the number of people living in each housing unit. Race and ethnicity data also applies only to the heads of households (HoH). HUD defines elderly as persons 62 or older. Additional pages are located after the instruction page, if needed. MI = 50.01% – 80.0% AMI. LI = 30.01% – 50.0% AMI. VLI = 30.0% or less of AMI. RH = Rehabilitation. RP = Replacement.)

Owner (Last name, first initial)	Occupant (Last name, first initial)	Street Address (street, city and zip) <i>(If replacement, new address.)</i>	Rental (R) or Owner- Occupied (O)	Race (HoH)	Hispanic (Y or N)	Indicate VLI, LI or LMI	Female HoH (Y or N)	Elderly Resident (Y or N)	Disabled Resident (Y or N)	Total Cost of Rehab (RH) or Replacement (RP)	Total CDBG Funds Invested	Date Completed	RH or RP	Number of Bedrooms
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			
										\$	\$			

Codes for the Race of the Head of Household:

W = White
AA = African American
A = Asian

AI, AN = American Indian or Alaskan Native
NHPI = Native Hawaiian/Pacific Islander
AI, AN, W = American Indian or Alaskan Native and White
A, W = Asian and White

AA, W = African American and White
AI, AN, AA = American Indian/Alaskan Native and African American
OMR = Other Multi-Racial

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Jefferson County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2020/2021 and interim years 2021/2022.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
 - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
 - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

Staff Member responsible for submitting annual report to FHFC: Shannon Metty, County Manager

Witness Signature

Date

Chief Elected Official or Designee Signature

Date

Witness Printed Name

J.T. Surles, Chairman

Chief Elected Official or Designee Printed Name

Witness Signature

Date

Witness Printed Name

or

ATTEST (Seal)

Signature

Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee**. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Board of County Commissioners

Agenda Request

Date of Meeting: February 1, 2024

Date Submitted: January 25, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Conflict Affidavit

Statement of Issue:

This agenda item presents the BoCC with an affidavit regarding conflicts of interest relating to the Collins Law Firm's representation of Kirk Reams.

Background:

On or about February 24, 2020, Jefferson County and the Collins Law Firm entered into an agreement whereby that law firm and, specifically, David Collins and Chuck Collins were retained as special counsel to represent Jefferson County in negotiations and/or litigation with Nextera and/or Gulf Power Companies pertaining to power facility siting within the County. Thus, Jefferson County enjoyed an attorney-client relationship with the Collins Law Firm and its two attorneys, David Collins and Chuck Collins.

In Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida, the former Jefferson County Clerk of Court, Kirk Reams, was charged with grand theft and an organized scheme to defraud. The conduct charged centers around Kirk Reams' and his co-defendants' misappropriation of Jefferson County funds for their personal uses. David Collins and Chuck Collins of the Collins Law Firm have both filed notices of appearance to represent Kirk Reams in Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida.

Analysis:

There is a State motion pending in the criminal case against Kirk Reams to disqualify David Collins and the Collins Law Firm from representing Mr. Reams.

The purpose of this affidavit is to inform the court of David Collins and the Collins Law Firm prior representation of Jefferson County, the victim in the criminal case, and to put on the record that the Board of County Commissioners has not consented or waived any duty of confidentiality that is owed to it as a result of that prior representation.

Options:

1. Approve to Direct the County Manager to execute the affidavit for use in Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida.
2. Do Not Approve to Direct the County Manager to execute the affidavit for use in Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida.
3. Board Direction

Recommendation:

Option # 1

Attachments:

Affidavit

AFFIDAVIT OF SHANNON METTY

STATE OF FLORIDA

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally appeared SHANNON METTY, who being first duly sworn, deposes and says:

1. I, Shannon Metty, am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.

2. I currently serve as County Manager for Jefferson County, Florida. I have served in this role since January 2023. I began my employment with Jefferson County on June 1, 2018. Prior to being appointed County Manager, I served as Interim County Coordinator/Manager from July 2022 to January 2023 and as Planning Director from June 1, 2018 to present. Additionally, before I was appointed Interim County Coordinator/Manager in July 2022, I intermittently served as interim County Coordinator during periods of time when the then-serving County Coordinator was on leave or otherwise unavailable to fulfill his duties.

3. On or about February 24, 2020, Jefferson County and the Collins Law Firm entered into an agreement whereby that law firm and, specifically, David Collins and Chuck Collins were retained as special counsel to represent Jefferson County in negotiations and/or litigation with Nextera Energy and/or Gulf Power Companies pertaining to power facility siting within the County. Thus, Jefferson County enjoyed an attorney-client relationship with the Collins Law Firm and its two attorneys, David Collins and Chuck Collins. Jefferson County and Gulf Power subsequently entered into a settlement agreement on or about June 23, 2020.

4. In Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida, the former Jefferson County Clerk of Court, Kirk Reams, was

charged with grand theft and an organized scheme to defraud. The conduct charged centers around Kirk Reams' and his co-defendants' misappropriation of Jefferson County funds for their personal uses.

5. David Collins and Chuck Collins of the Collins Law Firm have both filed notices of appearance to represent Kirk Reams in Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida.

6. Jefferson County has not waived the duty of confidentiality owed to it nor otherwise consented to allow the Collins Law Firm, David Collins, or Chuck Collins to use or reveal any information learned during the course of the prior representation of Jefferson County to the disadvantage of Jefferson County, as the victim in Case No. 23-00178CFA in the Circuit Court of the Second Judicial Circuit in and for Jefferson County, Florida, and hereby objects to same.

FURTHER AFFIANT SAYETH NAUGHT.

Shannon Metty

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2024, by _____
_____.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

_____ Personally Known **OR** _____ Produced Identification

Type of Identification Produced _____