



Jefferson County Board of County Commissioners

Thursday, March 2, 2023 at 6:00 pm

REGULAR SESSION AGENDA

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

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

a. NIE Proclamation

b. WeatherSTEM

3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

4. CONSENT AGENDA

a. Vouchers

Attachments:

- **Comm Report** (Comm_Report_3-2-23.pdf)
- **List Accounts** (List_of_Accounts.pdf)
- **List of vouchers** (List_of_Vouchers_3-2-23.pdf)

b. Meeting Minutes

Attachments:

- **Feb. 2, 2023** (Revised-2-2-2023_draft_BCC_Minutes.docx)
- **Feb. 2, 2023 workshop** (Revised-2-2-2023_draft_BCC_Impact_Fees_Minutes.docx)

c. **External Committee w/ County Appointees Resolutions-Edited from 02/16/2023**

Aucilla Area Solid Waste

CRTPA

Gulf Consortium

NFEDP

N. Fl. Workforce Consortium

Sm. Co. Coalition

Jeff. Co. Value Adj. Board

d. **Advisory Board Resolutions and Ratification of Member Appointees**

Affordable Housing Committee

5. GENERAL BUSINESS

a. Redistricting

Attachments:

- **KSA Contract** (KSA_Contract_2.22.23_signed.pdf)

b. Road Dept. Brush Truck

Attachments:

- **Lease Packet** (MowerMax_Boom_Mower_Lease_Packet.pdf)

c. Intent to Award ITB No. 2011-12-9 Casa Bianca Rd Resurfacing

Attachments:

- **Casa Bianca** (Agenda_Item_-_Casa_Bianca_Bid.doc)

- 6. CLERK OF COURTS**
- 7. COUNTY ENGINEER**
- 8. COUNTY ATTORNEY**
- 9. COUNTY MANAGER**
- 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.

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2104	Moran & Smith LLP ECB PUBLISHING INC ECB PUBLISHING INC	012104513315 012104513490 012104513490	MORANISM ECBPUB ECBPUB	2022 AUDIT PROGRESS# PUBLIC HEARING WORKSHOP					15,000.00 76.23 57.53
				COUNT 3						
01	2332	Ricardo Fadel	012332516340 012332516401 012332516401 012332516401	FADELLRI DEPTMGMT DEPTMGMT LUMEN	3/23 JANITORIAL SAO A#215-8844 SAO A#215-8844 SAO A#91487806 STATE ATT					948.00 141.30 75.75 431.70
				COUNT 4						
01	2333	Ricardo Fadel	012333516340 012333516341 012333516410	FADELLRI ANEXPRES LUMEN	3/23 JANITORIAL PUB A#800075348 BOX RENE A#91309765 PUBLIC DE					545.00 462.00 504.84
01	2670	Ricardo Fadel	012670519340	FADELLRI	3/23 JANITORIAL COUR					1,195.00
				COUNT 3						
01	2671	Ricardo Fadel	012671519340 012671519340 012671519340 012671519340 012671519340 012671519340 012671519340 012671519340 012671519340 012671519340 012671519460 012671519460 012671519460 012671519461 012671519461	FADELLRI FADELLRI FADELLRI FADELLRI FADELLRI FADELLRI FADELLRI FADELLRI FADELLRI FADELLRI BIGTERM BIGTOWER CURTISMO MILLER&M GCLMONTI GCLMONTI	3/23 JANITORIAL SOE 3/23 JANITORIAL PROP 3/23 JANITORIAL TAX 3/23 JANITORIAL PROB 3/23 JANITORIAL ANNE 3/23 JANITORIAL PUB 3/23 JANITORIAL HEAL 3/23 JANITOR ANNEX D A#12663 LLOYD WOMANS SOE OFF LIGHT REPLAC JCEO VAN MAINTENANCE TAX COLLECTOR OFF MA PVC PIPE/TEES/ADAPTE CREDIT TO INV#131969					260.00 913.00 752.00 93.33 563.30 193.50 1,725.00 1,125.00 35.00 4,173.30 1,995.32 1,215.00 26.47 26.47
				COUNT 14						
01	2780	Ricardo Fadel	012780515340 012780515441 012780515490	FADELLRI ADVBUSTIN ECBPUB	3/23 JANITORIAL PLAN C#CT254801 WORKSHOP					200.00 57.97 55.53
				COUNT 3						
01	3440	Ricardo Fadel	013440524340 013440524441 013440524521	FADELLRI ADVBUSTIN RODEPT	3/23 JANITORIAL BUIL C#CT332601 JAN 2023 BUILDING DP					200.00 15.00 251.12
				COUNT 3						

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	3990	JON R THOGMARTIN MD PA	013990527310	THOGMART	AUTOPSY/ME SERVICES					1,721.00
01		JON R THOGMARTIN MD PA	013990527310	THOGMART	AUTOPSY/ME SERVICES					560.00
01		JON R THOGMARTIN MD PA	013990527310	THOGMART	AUTOPSY/ME SERVICES					384.00
				COUNT 3						
01	4212	GCLMONTICELLO	014212562522	GCLMONTI	HOSE NOZZLE KENNELS					128.97
				COUNT 1						
01	6101	City of Monticello	016101572430	CITYMONT	A#00020119					55.68
01		ECB PUBLISHING INC	016101572490	ECBPUB	LAW ENFORCE APPREC A					84.00
01		GCLMONTICELLO	016101572520	GCLMONTI	EQUIP FOR BATTING CA					155.22
01		GCLMONTICELLO	016101572520	GCLMONTI	TOOLS					80.56
01		GCLMONTICELLO	016101572520	GCLMONTI	TOOLS					24.99
01		GCLMONTICELLO	016101572520	GCLMONTI	PAINT & SCREWS					52.63
01		GCLMONTICELLO	016101572520	GCLMONTI	SAND					55.00
01		Monticello Carquest Inc.	016101572520	GCLMONTI	ANTI FREEZE					3.79
01		Monticello Carquest Inc.	016101572520	MONTICAR	BATTERY					71.95
01		Monticello Carquest Inc.	016101572520	MONTICAR	MOWER BELT					28.08
01		Monticello Carquest Inc.	016101572520	MONTICAR	OIL					21.50
01		Odom's Lawn Care & Tree	016101572520	ODOM LWN	DEAD TREE REMOVAL					900.00
01		Jefferson Co. Road Dept.	016101572521	RODEPT	JAN 2023 REC PARK FU					285.77
01		Fotia Services, LLC	016101572523	FOTIA	REC PARK ANNUAL INSP					129.00
				COUNT 14						
01	6213	Ricardo Fadel'l	016213571340	FADELLRI	3/23 JANITORIAL LIBR					1,300.00
				COUNT 1						
01	6302	James Skipworth	016302537340	SKIPWORJ	3/2023 JCEO JANITORI					460.00
01		BRYAN W DANFORD	016302537400	DANFORD	2/23 4H TEEN RETREAT					25.30
01		Duke Energy	016302537430	DUKE	A#930000014564 JCEO					1,072.51
01		Advanced Business Systems	016302537461	ADVBSIN	C#CT332401					110.82
01		Advanced Business Systems	016302537461	ADVBSIN	C#CT332101					512.78
01		Redwire	016302537461	REDWIRE	C#M1603 2/23 JCEO					92.04
01		Tallahassee Memorial	016302537491	TALLMEMO	A STARLING WORK PHYS					219.00
01		Jefferson Co. Road Dept.	016302537521	RODEPT	JAN 2023 EXTENSION F					99.91
				COUNT 8						
11	4102	Cintas	114102541341	CINTAS	P#19616374 UNIFORM R					127.03
11		Cintas	114102541341	CINTAS	P#19616374 UNIFORM R					127.03
11		Advanced Business Systems	114102541461	ADVBSIN	C#CT332701					34.44
11		Beard Equipment Company	114102541462	BEARD	FIELD SRV CALL GRADE					1,135.20
11		Neece Tire & Auto Service	114102541462	NEECE	6 TIRES MOUNT/BALNC					2,456.70
11		Neece Tire & Auto Service	114102541462	NEECE	RIM/WHEEL BALANCE #1					646.20
11		GCLMONTICELLO	114102541463	GCLMONTI	BRASS BALL VALVE					30.99
11		Nexttran Truck Centers	114102541463	NEXTTRAN	CAB AIR FILTERS#103-					66.72
11		O'Reilly Automotive, Inc.	114102541463	O'REILLY	ADAPTER #11					14.99
11		O'Reilly Automotive, Inc.	114102541463	O'REILLY	BATTERY EXPLORER LIB					85.71

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
11	4102	Office Depot*	114102541510	OFFDEP	COPY PAPER					50.99
11		Jones Welding & Industria	114102541520	JONESMEL	OXYGEN GAS					54.29
11		Office Depot*	114102541520	OFFDEP	PAPER TOWELS/TOILET					155.03
11		Safety-Kleen Systems, Inc	114102541520	SAFTYKYL	PARTS WASHER SOLVENT					53.16
11		ELI ROBERTS & SONS	114102541521	ELI10B	NON-ETHONAL GAS					555.86
11		ELI ROBERTS & SONS	114102541521	ELI10B	UNLEADED GAS					10.880.67
11		ELI ROBERTS & SONS	114102541521	ELI10B	DIESEL					13.292.08
				COUNT 17						
12	0018	JESSE DEAN	120018554300	DEANJESS	TEMP RELOCATION PMT#					300.00
12		SUZANNE GILL	120018554300	GILLSUZ	TEMP RELOCATION PMT#					400.00
12		SHERICA HOWARD	120018554300	HOWARDSH	TEMP RELOCATION PMT#					300.00
12		Pb03 Environmental Monito	120018554300	PB03ENVI	ASBESTOS REHAB-154 L					655.49
				COUNT 4						
18	4102	Conrad Velvington Distrib	184102541631	CONRADVE	STEEL RD LIMESTONE R					665.25
18		Conrad Velvington Distrib	184102541631	CONRADVE	STEEL RD LIMESTONE R					3.706.93
18		Conrad Velvington Distrib	184102541631	CONRADVE	STEEL RD LIMESTONE R					3.556.07
18		Conrad Velvington Distrib	184102541631	CONRADVE	STEEL RD LIMESTONE R					3.119.65
18		Conrad Velvington Distrib	184102541631	CONRADVE	STEEL RD LIMESTONE R					2.766.43
18		Conrad Velvington Distrib	184102541631	CONRADVE	JOHNSON RD LIMESTONE					2.942.66
18		Conrad Velvington Distrib	184102541631	CONRADVE	JOHNSON RD LIMESTONE					2.907.12
18		Conrad Velvington Distrib	184102541631	CONRADVE	JOHNSON RD LIMESTONE					618.46
				COUNT 8						
19	3211	COMCAST	193211522430	COMCAST	A#8535102080006860					90.65
19		Duke Energy	193211522430	DUKE	A#910085450473 57 MA					706.07
19		GCLMONTICELLO	193211522460	GCLMONTI	SILICONE SPRAY BAY D					5.99
19		Big Bend Tire	193211522463	BIGBENT	TIRES & OIL CHANGE					561.72
19		GCLMONTICELLO	193211522463	GCLMONTI	VALVES FOR LMTV					73.97
19		GCLMONTICELLO	193211522463	GCLMONTI	CONNECTORS FOR LIGHT					42.90
19		Monticello Carquest Inc.	193211522463	MONTCARQ	SWITCHES & WIRES					55.16
19		Monticello Carquest Inc.	193211522463	MONTCARQ	WIPER BLADES/STARTER					39.60
19		O'Reilly Automotive, Inc.	193211522463	OREILLY	HEADLIGHT					6.73
19		GCLMONTICELLO	193211522520	GCLMONTI	PACKING TAPE					2.39
19		Jefferson Co. Road Dept.	193211522521	RDDPT	JAN 2023 FIRE DEPT F					826.89
19		Capital City Pest	193211522620	CAPPEST	A#1502 W/RED PEST CON					65.00
19		Municipal Emergency Service	193211522640	MES	TURNOUT GEAR					2,215.00
				COUNT 13						
22	4212	UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U					142.05
22		Verizon Wireless	224212534410	VERIZONW	PHONE CASE SCREEN PR					82.48
22		Advanced Business Systems	224212534461	ADVBSIN	C#CT332501					48.72
22		Monticello Carquest Inc.	224212534463	MONTCARQ	WIPER BLADES R15					26.80
22		Monticello Carquest Inc.	224212534463	MONTCARQ	HEATER HOSE R10					4.06
22		Monticello Carquest Inc.	224212534463	MONTCARQ	HYD HOSE BULK FIT FO					52.91
22		Monticello Carquest Inc.	224212534463	MONTCARQ	HYD HOSE BULK FITTIN					139.98
22		ATCO International*	224212534520	ATCO	C#110254 SOAP & WIPE					472.61

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
22	4212	First Call Truck Parts	224212534520	FIRSTCAL	FLEET ANTIFREEZE					155.88
22		Monticello Carquest Inc.	224212534520	MONT CARQ	TRANSMISSION FLUID R					67.11
22		GCLMONTICELLO	224212534522	GCLMONTI	ELBOW PIPE ICE MACHI					5.28
22		GCLMONTICELLO	224212534522	GCLMONTI	COUPLING ICE MACHINE					1.18
22		GCLMONTICELLO	224212534522	GCLMONTI	ELBOW PIPE ICE MACHI					2.16
22		GCLMONTICELLO	224212534522	GCLMONTI	COUPLING ICE MACHINE					1.18
22		GCLMONTICELLO	224212534522	GCLMONTI	ELBOW COUPLING ICE MAC					1.34
22		GCLMONTICELLO	224212534522	GCLMONTI	ADAPTER ELBOW VALVE					12.94
22		Monticello Carquest Inc.	224212534522	MONT CARQ	1/2 DR 15/16 WRENCH					11.39
COUNT 17										
28	3211	COMCAST	283211526430	COMCAST	A#855102080006860					90.65
28		Duke Energy	283211526430	DUKE	A#910085450473 57 MA					706.07
28		GCLMONTICELLO	283211526460	GCLMONTI	SILICONE SPRAY BAY D					5.99
28		Big Bend Tire	283211526462	BIGBENT	3-1 RADIATOR REPAIR					165.00
28		Big Bend Tire	283211526462	BIGBENT	COOLANT SYSTEM 3-1					385.00
28		Big Bend Tire	283211526463	BIGBENT	TIRES & OIL CHANGE					561.71
28		Big Bend Tire	283211526463	BIGBENT	NEW TIRES 3-6					725.88
28		Big Bend Tire	283211526463	BIGBENT	OIL CHANGE 3-4					160.00
28		Big Bend Tire	283211526463	BIGBENT	3-1 RADIATOR REPAIR					165.81
28		Big Bend Tire	283211526463	BIGBENT	TIRE REPAIR					45.00
28		Big Bend Tire	283211526463	BIGBENT	COOLANT SYSTEM 3-1					389.84
28		Big Bend Tire	283211526463	BIGBENT	OIL CHANGE					105.00
28		Monticello Carquest Inc.	283211526463	MONT CARQ	ANTIFREEZE					211.45
28		Monticello Carquest Inc.	283211526463	MONT CARQ	3-6 BATTERY					35.75
28		Monticello Carquest Inc.	283211526463	MONT CARQ	BATTERY REPLACEMENT					5.39
28		O'Reilly Automotive, Inc.	283211526463	OREILLY	COOLANT HOSE 3-2					127.34
28		O'Reilly Automotive, Inc.	283211526463	OREILLY	OIL HOSE CLAMPS					55.71
28		TLH Ford Lincoln	283211526463	TALLINC	SENSOR					2.40
28		GCLMONTICELLO	283211526520	GCLMONTI	PACKING TAPE					161.71
28		ELI ROBERTS & SONS	283211526521	ELI ROB	FLEET DIESEL					5.01
28		Jefferson Co. Road Dept.	283211526521	RODDEPT	JAN 2023 FIRE EMS FU					188.94
28		Jones Welding & Industria	283211526522	JONESWEL	OXYGEN					564.19
28		Jones Welding & Industria	283211526522	JONESWEL	CYLINDER RENTAL					
COUNT 23										
29	2781	Graphic Press Corporation	292781519340	GRAPHICP	SHOP/DINE GUIDE RACK					142.00
29		Miles Partnership	292781519340	MILES	2023 VISIT EL GUIDE					1,400.00
29		Katrina Richardson	292781519340	RICHARDK	1/19/23 TDCC MEETING					78.59
29		Sinclair Broadcast Group	292781519340	SINCLAIR	11-12/22 MERCH XMAS					3,509.50
COUNT 4										
FINAL TOTALS										
COUNT 144 J										

*** END OF REPORT ***

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

REPORT DATE 02/23/2023
SYSTEM DATE 02/23/2023
FILES ID B

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

PAGE 1
TIME 15:15:11
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000		CASH-CHECKING-GEN. FUND				
Advanced Business System	03/02/2023	-	415045	01/17/2023	VR 22030223-054	C#CT332501	48.72	.00
Advanced Business System	03/02/2023	-	415153	01/18/2023	VR 01030223-057	C#CT332601	15.00	.00
Advanced Business System	03/02/2023	-	415442	01/23/2023	VR 01030223-053	C#CT254801	57.97	.00
Advanced Business System	03/02/2023	-	416715	02/10/2023	VR 01030223-056	C#CT332101	512.78	.00
Advanced Business System	03/02/2023	-	416823	02/13/2023	VR 01030223-055	C#CT332401	110.82	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems							TOTALS	745.29 .00
American Express	03/02/2023	-	10683487	01/26/2023	VR 01030223-069	A#B00075348 BOX RENEWAL	462.00	.00
CHECK TO VENDOR==>VENDOR AMEXPRES American Express							TOTALS	462.00 .00
ATCO International*	03/02/2023	-	I0608164	01/19/2023	VR 22030223-096	C#110254 SOAP & WIPES	472.61	.00
CHECK TO VENDOR==>VENDOR ATCO ATCO International*							TOTALS	472.61 .00
Big Bend Tire	03/02/2023	-	159377	12/23/2022	VR 28030223-120	TIRE REPAIR	45.00	.00
Big Bend Tire	03/02/2023	-	159551	01/10/2023	VR 28030223-116	NEW TIRES 3-6	725.88	.00
Big Bend Tire	03/02/2023	-	159600	01/12/2023	VR 28030223-117	OIL CHANGE 3-4	160.00	.00
Big Bend Tire	03/02/2023	-	159714	01/23/2023	VR 28030223-118	3-1 RADIATOR REPAIR	165.81	.00
Big Bend Tire	03/02/2023	-	159714	01/23/2023	VR 28030223-119	3-1 RADIATOR REPAIR	165.00	.00
Big Bend Tire	03/02/2023	-	159755	01/24/2023	VR 28030223-121	COOLANT SYSTEM 3-1	389.84	.00
Big Bend Tire	03/02/2023	-	159755	01/24/2023	VR 28030223-122	COOLANT SYSTEM 3-1	385.00	.00
Big Bend Tire	03/02/2023	-	159798	01/26/2023	VR 28030223-123	OIL CHANGE	105.00	.00
Big Bend Tire	03/02/2023	-	160133	02/20/2023	VR 19030223-107	TIRES & OIL CHANGE	561.72	.00
Big Bend Tire	03/02/2023	-	160133	02/20/2023	VR 28030223-108	TIRES & OIL CHANGE	561.71	.00
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire							TOTALS	3264.96 .00
Big Bend-Eubanks Termite	03/02/2023	-	249596	01/12/2023	VR 01030223-080	A#12663 LLOYD WOMANS CLUB	35.00	.00
CHECK TO VENDOR==>VENDOR BIGBTERM Big Bend-Eubanks Termite							TOTALS	35.00 .00
Big Power LLC	03/02/2023	-	0000089	02/10/2023	VR 01030223-072	SOE OFF LIGHT REPLACEMENT	4173.30	.00
CHECK TO VENDOR==>VENDOR BIGPOWER Big Power LLC							TOTALS	4173.30 .00
Capital City Pest	03/02/2023	-	11792	02/06/2023	VR 19030223-095	A#1502 WVFD PEST CONTROL	65.00	.00
CHECK TO VENDOR==>VENDOR CAPPEST Capital City Pest							TOTALS	65.00 .00
City of Monticello	03/02/2023	-	122B0119	01/23/2023	VR 01030223-066	A#00020119	55.68	.00
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	55.68 .00
COMCAST	03/02/2023	-	02236860	02/09/2023	VR 19030223-110	A#8535102080006860	90.65	.00
COMCAST	03/02/2023	-	02236860	02/09/2023	VR 28030223-109	A#8535102080006860	90.65	.00

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CHECK TO VENDOR==>VENDOR COMCAST COMCAST							TOTALS	181.30 .00
Conrad Yelvington Distri	03/02/2023	-	1859253	01/09/2023	VR 18030223-086	STEEL RD LIMESTONE RDBS	3665.25	.00
Conrad Yelvington Distri	03/02/2023	-	1859481	01/10/2023	VR 18030223-087	STEEL RD LIMESTONE RDBS	3706.93	.00
Conrad Yelvington Distri	03/02/2023	-	1860407	01/11/2023	VR 18030223-088	STEEL RD LIMESTONE RDBS	3556.07	.00
Conrad Yelvington Distri	03/02/2023	-	1861281	01/12/2023	VR 18030223-089	STEEL RD LIMESTONE RDBS	3119.65	.00
Conrad Yelvington Distri	03/02/2023	-	1864219	01/17/2023	VR 18030223-090	STEEL RD LIMESTONE RDBS	2766.43	.00
Conrad Yelvington Distri	03/02/2023	-	1880251	02/14/2023	VR 18030223-091	JOHNSON RD LIMESTONE RDBS	2942.66	.00
Conrad Yelvington Distri	03/02/2023	-	1880636	02/15/2023	VR 18030223-092	JOHNSON RD LIMESTONE RDBS	2907.12	.00
Conrad Yelvington Distri	03/02/2023	-	1882337	02/16/2023	VR 18030223-093	JOHNSON RD LIMESTONE RDBS	618.46	.00
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	23282.57 .00
CurtisMorganGarageInc	03/02/2023	-	17368	02/15/2023	VR 01030223-071	JCEO VAN MAINTENANCE	1995.32	.00
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc							TOTALS	1995.32 .00
BRYAN W DANFORD	03/02/2023	-	NWD4HRT	02/22/2023	VR 01030223-015	2/23 4H TEEN RETREAT GAS	25.30	.00
CHECK TO VENDOR==>VENDOR DANFORD BRYAN W DANFORD							TOTALS	25.30 .00
JESSE DEAN	03/02/2023	-	CDBGJDR1	02/16/2023	VR 12030223-083	TEMP RELOCATION PMT#1	300.00	.00
CHECK TO VENDOR==>VENDOR DEANJESS JESSE DEAN							TOTALS	300.00 .00
State of Florida-DMS	03/02/2023	-	2T2210	02/15/2023	VR 01030223-067	A#215-8844 SAO	141.30	.00
State of Florida-DMS	03/02/2023	-	2T2211	02/15/2023	VR 01030223-068	A#215-8844 SAO	.75	.00
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida-DMS							TOTALS	142.05 .00
Duke Energy	03/02/2023	-	0123EMS	02/14/2023	VR 28030223-104	A#910085450473 57 MARTIN	706.07	.00
Duke Energy	03/02/2023	-	0123FIRE	02/14/2023	VR 19030223-103	A#910085450473 57 MARTIN	706.07	.00
Duke Energy	03/02/2023	-	1222EXT	01/25/2023	VR 01030223-065	A#930000014564 JCEO	1072.51	.00
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	2484.65 .00
ECB PUBLISHING INC	03/02/2023	-	25669	01/04/2023	VR 01030223-061	PUBLIC HEARING	76.23	.00
ECB PUBLISHING INC	03/02/2023	-	25744	01/13/2023	VR 01030223-064	LAW ENFORCE APPREC AD	84.00	.00
ECB PUBLISHING INC	03/02/2023	-	25824	01/20/2023	VR 01030223-062	WORKSHOP	57.93	.00
ECB PUBLISHING INC	03/02/2023	-	25863	01/27/2023	VR 01030223-063	WORKSHOP	55.53	.00

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CHECK TO VENDOR==>VENDOR ECBPUB ECB PUBLISHING INC TOTALS							273.69	.00
ELI ROBERTS & SONS	03/02/2023	-	56495	01/22/2023	VR 28030223-100	FLEET DIESEL	161.71	.00
CHECK TO VENDOR==>VENDOR ELIROB ELI ROBERTS & SONS TOTALS							161.71	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-001	3/23 JANITORIAL SOE	260.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-002	3/23 JANITORIAL SAO	948.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-003	3/23 JANITORIAL PUB DEFND	545.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-004	3/23 JANITORIAL COURTHOUS	1195.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-005	3/23 JANITORIAL PROP APPR	913.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-006	3/23 JANITORIAL TAX COLL	752.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-007	3/23 JANITORIAL PROBATION	93.33	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-008	3/23 JANITORIAL ANNEX	563.30	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-009	3/23 JANITORIAL PUB REST	193.50	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-010	3/23 JANITORIAL HEALTH	1725.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-011	3/23 JANITORIAL PLANNING	200.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-012	3/23 JANITORIAL BUILDING	200.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-013	3/23 JANITORIAL LIBRARY	1300.00	.00
Ricardo Fade11	03/02/2023	-	230301JB	03/01/2023	VR 01030223-014	3/23 JANITOR ANNEX DOORS	125.00	.00
CHECK TO VENDOR==>VENDOR FADELLRI Ricardo Fade11 TOTALS							9013.13	.00
First Call Truck Parts	03/02/2023	-	122523	01/05/2023	VR 22030223-099	FLEET ANTIFREEZE	155.88	.00
CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts TOTALS							155.88	.00
Fotia Services, LLC	03/02/2023	-	13624	02/01/2023	VR 01030223-078	REC PARK ANNUAL INSPECTN	129.00	.00
CHECK TO VENDOR==>VENDOR FOTIA Fotia Services, LLC TOTALS							129.00	.00
GCLMONTICELLO	03/02/2023	-	129781	01/05/2023	VR 22030223-039	ELBOW PIPE ICE MACHINE	5.28	.00
GCLMONTICELLO	03/02/2023	-	129784	01/05/2023	VR 22030223-040	COUPLING ICE MACHINE	1.18	.00
GCLMONTICELLO	03/02/2023	-	129986	01/09/2023	VR 22030223-041	ELBOW PIPE ICE MACHINE	2.16	.00
GCLMONTICELLO	03/02/2023	-	129998	01/09/2023	VR 22030223-042	COUPLING ICE MACHINE	1.18	.00
GCLMONTICELLO	03/02/2023	-	130003	01/09/2023	VR 22030223-043	ELBW COUPLNG ICE MACHINE	3.34	.00
GCLMONTICELLO	03/02/2023	-	130007	01/09/2023	VR 22030223-044	ADAPTER ELBOW VALVE ICE	12.94	.00
GCLMONTICELLO	03/02/2023	-	130271	01/12/2023	VR 01030223-032	EQUIP FOR BATTING CAGE	155.22	.00
GCLMONTICELLO	03/02/2023	-	130276	01/12/2023	VR 19030223-046	PACKING TAPE	2.39	.00
GCLMONTICELLO	03/02/2023	-	130276	01/12/2023	VR 28030223-045	PACKING TAPE	2.40	.00
GCLMONTICELLO	03/02/2023	-	130868	01/23/2023	VR 19030223-047	CONNECTORS FOR LIGHTS	42.90	.00
GCLMONTICELLO	03/02/2023	-	130904	01/23/2023	VR 01030223-037	HOSE NOZZLE KENNELS	128.97	.00
GCLMONTICELLO	03/02/2023	-	131156	01/26/2023	VR 01030223-033	TOOLS	80.56	.00
GCLMONTICELLO	03/02/2023	-	131157	01/26/2023	VR 01030223-034	TOOLS	24.99	.00
GCLMONTICELLO	03/02/2023	-	131247	01/27/2023	VR 01030223-035	PAINT & SCREWS	32.63	.00
GCLMONTICELLO	03/02/2023	-	131452	01/31/2023	VR 01030223-036	SAND	55.00	.00
GCLMONTICELLO	03/02/2023	-	131872	02/07/2023	VR 19030223-038	VALVES FOR LMTV	73.97	.00
GCLMONTICELLO	03/02/2023	-	131969	02/08/2023	VR 01030223-030	PVC PIPE/TEES/ADAPTERS	26.47	.00

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GCLMONTICELLO	03/02/2023	-	131973	02/08/2023	VR 01030223-031	CREDIT TO INV#131969	-26.47	.00
GCLMONTICELLO	03/02/2023	-	132643	02/20/2023	VR 19030223-106	SILICONE SPRAY BAY DOORS	5.99	.00
GCLMONTICELLO	03/02/2023	-	132643	02/20/2023	VR 28030223-105	SILICONE SPRAY BAY DOORS	5.99	.00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO							TOTALS 637.09	.00
SUZANNE GILL	03/02/2023	-	CDBGSGR1	02/16/2023	VR 12030223-082	TEMP RELOCATION PMT#1	400.00	.00
CHECK TO VENDOR==>VENDOR GILLSUZ SUZANNE GILL							TOTALS 400.00	.00
Graphic Press Corporatio	03/02/2023	-	27915	02/01/2023	VR 29030223-126	SHOP/DINE GUIDE RACK CARD	142.00	.00
CHECK TO VENDOR==>VENDOR GRAPHICP Graphic Press Corporation							TOTALS 142.00	.00
SHERICA HOWARD	03/02/2023	-	CDBGSHR1	02/16/2023	VR 12030223-084	TEMP RELOCATION PMT#1	300.00	.00
CHECK TO VENDOR==>VENDOR HOWARDSH SHERICA HOWARD							TOTALS 300.00	.00
Jones Welding & Industri	03/02/2023	-	VM45319	01/19/2023	VR 28030223-101	OXYGEN	188.94	.00
Jones Welding & Industri	03/02/2023	-	00647636	01/31/2023	VR 28030223-102	CYLINDER RENTAL	564.19	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria							TOTALS 753.13	.00
CenturyLink	03/02/2023	-	24716854	01/16/2023	VR 01030223-060	A#91487806 STATE ATTORNEY	431.70	.00
CenturyLink	03/02/2023	-	28866837	02/16/2023	VR 01030223-059	A#91309765 PUBLIC DEFENDR	504.84	.00
CHECK TO VENDOR==>VENDOR LUMEN CenturyLink							TOTALS 936.54	.00
MunicipalEmergencyServic	03/02/2023	-	N1822968	01/30/2023	VR 19030223-094	TURNOUT GEAR	2215.00	.00
CHECK TO VENDOR==>VENDOR MES MunicipalEmergencyService							TOTALS 2215.00	.00
Miles Partnership	03/02/2023	-	73900	12/15/2022	VR 29030223-127	2023 VISIT FL GUIDE	1400.00	.00
CHECK TO VENDOR==>VENDOR MILES Miles Partnership							TOTALS 1400.00	.00
Miller TEPAC	03/02/2023	-	10020470	01/15/2023	VR 01030223-073	TAX COLLECTOR OFF MAINT	1215.00	.00
CHECK TO VENDOR==>VENDOR MILLER&M Miller TEPAC							TOTALS 1215.00	.00
Monticello Carquest Inc.	03/02/2023	-	38270277	01/05/2023	VR 01030223-016	ANTIFREEZE	3.79	.00
Monticello Carquest Inc.	03/02/2023	-	38270364	01/06/2023	VR 22030223-025	1/2 DR 15/16 WRENCH	11.39	.00
Monticello Carquest Inc.	03/02/2023	-	38270369	01/06/2023	VR 22030223-023	HYD HOSE BULK FIT FORKLFT	52.91	.00
Monticello Carquest Inc.	03/02/2023	-	38270610	01/11/2023	VR 01030223-017	BATTERY	71.95	.00
Monticello Carquest Inc.	03/02/2023	-	38270643	01/12/2023	VR 22030223-024	HYD HOSE BULK FITTING FL2	139.98	.00
Monticello Carquest Inc.	03/02/2023	-	38270900	01/17/2023	VR 22030223-022	TRANSMISSION FLUID R10	67.11	.00
Monticello Carquest Inc.	03/02/2023	-	38271094	01/20/2023	VR 28030223-027	ANTIFREEZE	31.38	.00
Monticello Carquest Inc.	03/02/2023	-	38271213	01/23/2023	VR 22030223-020	WIPER BLADES R15	26.80	.00
Monticello Carquest Inc.	03/02/2023	-	38271233	01/23/2023	VR 19030223-026	SWITCHES & WIRES	55.16	.00

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Monticello Carquest Inc.	03/02/2023	-	38271298	01/24/2023	VR 01030223-018	MOWER BELT	28.08	.00
Monticello Carquest Inc.	03/02/2023	-	38271322	01/24/2023	VR 22030223-021	HEATER HOSE R10	4.06	.00
Monticello Carquest Inc.	03/02/2023	-	38271557	01/30/2023	VR 28030223-028	3-6 BATTERY	211.45	.00
Monticello Carquest Inc.	03/02/2023	-	38271628	01/31/2023	VR 01030223-019	OIL	21.50	.00
Monticello Carquest Inc.	03/02/2023	-	38271996	02/07/2023	VR 19030223-029	WIPER BLADES/STARTER FLUI	39.60	.00
Monticello Carquest Inc.	03/02/2023	-	38272884	02/22/2023	VR 28030223-114	BATTERY REPLACEMENT	35.75	.00
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc. TOTALS							800.91	.00
Moran & Smith LLP	03/02/2023	-	2022ADT1	02/10/2023	VR 01030223-074	2022 AUDIT PROGRESS#1 BLL	15000.00	.00
CHECK TO VENDOR==>VENDOR MORAN&SM Moran & Smith LLP TOTALS							15000.00	.00
Odom's Lawn Care & Tree	03/02/2023	-	56	01/31/2023	VR 01030223-079	DEAD TREE REMOVAL	900.00	.00
CHECK TO VENDOR==>VENDOR ODOMLAWN Odom's Lawn Care & Tree TOTALS							900.00	.00
O'Reilly Automotive, Inc	03/02/2023	-	75153878	02/19/2023	VR 28030223-113	OIL HOSE CLAMPS	127.34	.00
O'Reilly Automotive, Inc	03/02/2023	-	75153885	02/19/2023	VR 28030223-112	COOLANT HOSE 3-2	5.39	.00
O'Reilly Automotive, Inc	03/02/2023	-	75154047	02/20/2023	VR 19030223-111	HEADLIGHT	6.73	.00
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc. TOTALS							139.46	.00
Pb03 Environmental Monit	03/02/2023	-	23027	02/09/2023	VR 12030223-085	ASBESTOS REHAB-154 LLOYD	655.49	.00
CHECK TO VENDOR==>VENDOR PB03ENVI Pb03 Environmental Monito TOTALS							655.49	.00
Jefferson Co. Road Dept.	03/02/2023	-	0123BLDG	02/01/2023	VR 01030223-050	JAN 2023 BUILDING DP FUEL	251.12	.00
Jefferson Co. Road Dept.	03/02/2023	-	0123JCEO	02/01/2023	VR 01030223-049	JAN 2023 EXTENSION FUEL	99.91	.00
Jefferson Co. Road Dept.	03/02/2023	-	0123JCFR	02/01/2023	VR 19030223-051	JAN 2023 FIRE DEPT FUEL	826.89	.00
Jefferson Co. Road Dept.	03/02/2023	-	0123JCFR	02/01/2023	VR 28030223-052	JAN 2023 FIRE EMS FUEL	5017.66	.00
Jefferson Co. Road Dept.	03/02/2023	-	0123RPFL	02/01/2023	VR 01030223-048	JAN 2023 REC PARK FUEL	285.77	.00
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept. TOTALS							6481.35	.00
Redwire	03/02/2023	-	469941	01/25/2023	VR 01030223-081	C#W1M1603 2/23 JCEO CCTV	92.04	.00
CHECK TO VENDOR==>VENDOR REDWIRE Redwire TOTALS							92.04	.00
Katrina Richardson	03/02/2023	-	0123TDTR	01/19/2023	VR 29030223-125	1/19/23 TDCC MEETING TRVL	78.59	.00
CHECK TO VENDOR==>VENDOR RICHARDK Katrina Richardson TOTALS							78.59	.00
Sinclair Broadcast Group	03/02/2023	-	0H180919	02/01/2023	VR 29030223-124	11-12/22 MERCH XMAS ADS	3509.50	.00
CHECK TO VENDOR==>VENDOR SINCLAIR Sinclair Broadcast Group TOTALS							3509.50	.00
James Skipworth	03/02/2023	-	0323JCEO	02/22/2023	VR 01030223-070	3/2023 JCEO JANITORIAL	460.00	.00

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						CHECK TO VENDOR==>VENDOR SKIPWORJ James Skipworth	TOTALS 460.00	.00
TLH Ford Lincoln	03/02/2023	-	1028301	02/21/2023	VR 28030223-115	SENSOR	55.71	.00
						CHECK TO VENDOR==>VENDOR TALLLINC TLH Ford Lincoln	TOTALS 55.71	.00
Tallahassee Memorial	03/02/2023	-	10767940	01/29/2023	VR 01030223-058	A STARLING WORK PHYSICAL	219.00	.00
						CHECK TO VENDOR==>VENDOR TALLMEMO Tallahassee Memorial	TOTALS 219.00	.00
JON R THOGMARTIN MD PA	03/02/2023	-	12543	11/01/2022	VR 01030223-075	AUTOPSY/ME SERVICES	1721.00	.00
JON R THOGMARTIN MD PA	03/02/2023	-	12671	12/05/2022	VR 01030223-076	AUTOPSY/ME SERVICES	560.00	.00
JON R THOGMARTIN MD PA	03/02/2023	-	12744	12/19/2022	VR 01030223-077	AUTOPSY/ME SERVICES	384.00	.00
						CHECK TO VENDOR==>VENDOR THOGMART JON R THOGMARTIN MD PA	TOTALS 2665.00	.00
UniFirst Corporation	03/02/2023	-	50021709	01/19/2023	VR 22030223-098	C#1237569 EMPLOYEE UNIFRM	142.05	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS 142.05	.00
Verizon Wireless	03/02/2023	-	6324271	01/23/2023	VR 22030223-097	PHONE CASE SCREEN PROTECT	82.48	.00
						CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless	TOTALS 82.48	.00
						CASH ACCOUNT # 011010000	TOTALS 86698.78	.00
						BANK ACCOUNT # 0101001611	TOTALS 86698.78	.00

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CASH CODE-08008 G/L CASH ACCOUNT-111010000 CASH-CHECKING-CO TRANS								
Advanced Business System	03/02/2023	-	416825	02/13/2023	VR 11030223-001	C#CT332701	34.44	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS							34.44	.00
Beard Equipment Company	03/02/2023	-	1746328	02/16/2023	VR 11030223-003	FIELD SRV CALL GRADER#87	1135.20	.00
CHECK TO VENDOR==>VENDOR BEARD Beard Equipment Company TOTALS							1135.20	.00
Cintas	03/02/2023	-	45724252	02/07/2023	VR 11030223-005	P#19616374 UNIFORM RENTAL	127.03	.00
Cintas	03/02/2023	-	46435905	02/14/2023	VR 11030223-004	P#19616374 UNIFORM RENTAL	127.03	.00
CHECK TO VENDOR==>VENDOR CINTAS Cintas TOTALS							254.06	.00
ELI ROBERTS & SONS	03/02/2023	-	410633	02/15/2023	VR 11030223-012	NON-ETHONAL GAS	555.86	.00
ELI ROBERTS & SONS	03/02/2023	-	419639	02/06/2023	VR 11030223-013	UNLEADED GAS	10880.67	.00
ELI ROBERTS & SONS	03/02/2023	-	419639A	02/06/2023	VR 11030223-014	DIESEL	13292.08	.00
CHECK TO VENDOR==>VENDOR ELIROB ELI ROBERTS & SONS TOTALS							24728.61	.00
GCLMONTICELLO	03/02/2023	-	131988	02/08/2023	VR 11030223-009	BRASS BALL VALVE	30.99	.00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO TOTALS							30.99	.00
Jones Welding & Industri	03/02/2023	-	JV209678	02/01/2023	VR 11030223-008	OXYGEN GAS	54.29	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS							54.29	.00
Neece Tire & Auto Servic	03/02/2023	-	20028686	02/13/2023	VR 11030223-007	RIM/WHEEL BALANCE #104	646.20	.00
Neece Tire & Auto Servic	03/02/2023	-	20028790	02/16/2023	VR 11030223-006	6 TIRES MOUNT/BALNC #105	2456.70	.00
CHECK TO VENDOR==>VENDOR NEECE Neece Tire & Auto Service TOTALS							3102.90	.00
Nextran Truck Centers	03/02/2023	-	21P22867	02/08/2023	VR 11030223-017	CAB AIR FILTERS#103-105	66.72	.00
CHECK TO VENDOR==>VENDOR NEXTRAN Nextran Truck Centers TOTALS							66.72	.00
Office Depot*	03/02/2023	-	56256001	02/08/2023	VR 11030223-010	PAPER TOWELS/TOILET PAPER	155.03	.00
Office Depot*	03/02/2023	-	56256001	02/08/2023	VR 11030223-011	COPY PAPER	50.99	.00
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot* TOTALS							206.02	.00
O'Reilly Automotive, Inc	03/02/2023	-	75152466	02/07/2023	VR 11030223-016	BATTERY EXPLORER LIBRARY	85.71	.00
O'Reilly Automotive, Inc	03/02/2023	-	75153233	02/14/2023	VR 11030223-015	ADAPTER #11	14.99	.00
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc. TOTALS							100.70	.00

REPORT DATE 02/23/2023
SYSTEM DATE 02/23/2023
FILES ID B

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

PAGE 8
TIME 15:15:11
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Safety-Kleen Systems, Inc	03/02/2023	-	16235838	02/04/2023	VR 11030223-002	PARTS WASHER SOLVENT	53.16	.00	
CHECK TO VENDOR==>VENDOR SAFETYKL Safety-Kleen Systems, Inc							TOTALS	53.16	.00
CASH ACCOUNT # 111010000							TOTALS	29767.09	.00
BANK ACCOUNT # 0101006511							TOTALS	29767.09	.00
FINAL REPORT TOTALS							116465.87	.00	

REPORT DATE 02/23/2023
SYSTEM DATE 02/23/2023
FILES ID B

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

PAGE 9
TIME 15:15:11
USER NIKKI

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 03/02/2023 TO 03/02/2023
VENDOR
VOUCHER 001 TO 99999
CASH CODE 01001 08008

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
February 2, 2023
6:00 P.M.

The Board met this date in regular session. Present were Chairman Chris Tuten, Commissioners Gene Hall, Austin Hosford, Stephen Walker and JT Surles. Also present were Clerk of Court Kirk Reams, County Attorney Heather Encinosa and County Manager Shannon Metty.

1. Chairman Tuten called the meeting to order, and Commissioner Walker led the invocation and pledge of allegiance.
2. **On motion by Commissioner Walker, seconded by Commissioner Surles, and unanimously carried, the Board approved the Consent Agenda consisting of the attached vouchers to be paid, account list, Commissioners report and the draft regular session minutes for the January 5th and 19th, 2023 commission meetings.**
3. Items 5a and 5b were removed from the agenda to be discussed at a later date. The County Attorney's introduced item 5c, the Countywide Redistricting Discussion and the attachment that accompanied this General Business item. **On a motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved this item to be handled by the County Manager Mrs. Metty.**
4. County Manager Shannon Metty introduce item 5d, SCOP/SCRAP. **On a motion by Commissioner Walker and seconded by Commissioner Surles, and unanimously approved, the Board approved item 5d.**
5. The County Engineer gave an update on the progress of their projects.
6. County Attorney, Heather Encinosa informed the Board that at the next County Commission meeting they would be discussing the Solar Farm Ordinance and would hold the Public Hearing for the Unsafe Building Ordinance.
7. County Manager, Shannon Metty gave the Board an update on the County audit as well as the progress on hiring for the vacant Planning Official and Deputy Manager positions. **It was the consensus of the Board to allow County Manager Mrs. Metty to do what was needed with the hiring process of these positions.**
8. **On motion by Commissioner Walker, seconded by Commissioner Tuten, and unanimously carried, the meeting was adjourned.**

Board of County Commissioners
Jefferson County, Florida

Chris Tuten, Chairman

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Special Session Workshop – Impact Fees
February 2, 2023
5:00 P.M.

The Board met on this date for a workshop on County Impact Fees. Present were Chairman Chris Tuten, Commissioners Gene Hall, Austin Hosford, Stephen Walker, and JT Surles. Also present were County Attorney Heather Encinosa and County Manager Shannon Metty.

1. Chairman Tuten called the meeting to order.
2. County Attorney, Heather Encinosa gave a brief history on Impact Fees and let the Board know that she would be discussing the slide show that her firm put together during the meeting.
3. Fire/EMS Chief, Derrick Burrows discussed how impact fees affect his area and also discussed the potential need for additional stations in the Lloyd and Ashville areas of the County in the future based on growth and need.
4. County Attorney, Heather Encinosa presented the slideshow on Impact Fees and discussed with the Board and Public how the fees can be utilized.
5. After much discussion, it was the consensus of the Board to direct County Manager Metty to seek potential firms and the estimated cost of doing a Countywide Impact Fee study focusing on Roads, Law Enforcement, Fire, EMS and the Parks & Recreation.
6. **On motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the special session on Impact Fees was adjourned.**

Board of County Commissioners
Jefferson County, Florida

Chris Tuten, Chairman

ATTEST:

Kirk Reams, Clerk of Court

CONSULTING SERVICES AGREEMENT BETWEEN JEFFERSON COUNTY,
FLORIDA
AND
KURT SPTIZER AND ASSOCIATES, INC.

THIS CONSULTING SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made this 10th, day of FEBRUARY, 20 23 (the "Effective Date"), by and between Jefferson County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), and Kurt Sptizer and Associates, Inc. ("Contractor").

RECITALS

WHEREAS, the County is in need of a contractor to provide redistricting services ("Services"), as more fully described in Attachment "A" hereto; and

WHEREAS, Contractor possesses the necessary experience and expertise to provide the desired Services.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

2. Services. Contractor agrees to perform the Services described in Attachment "A" hereto (the "Scope of Work"), which is incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County.

3. Term and Renewal. The term of this Agreement shall begin upon execution and shall continue until completion of the Services, subject to the County's ability to terminate in accordance with Section 6 of this Agreement. The terms of Section 19 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

4. Compensation. The Contractor agrees to provide the Services to the County, including all materials and labor, for a total not to exceed amount of \$22,000. The Payment Schedule shall be as follows:

- \$7,000 due within ten (10) days following the Effective Date of the Agreement.
- \$7,000 due upon successful completion of Tasks 1-4 described in the Scope of Work. If, in the County's sole determination, the project shall not continue beyond Task 4 described in the Scope of Work, the Contractor shall not be paid any further sums under this Agreement.
- \$4,000 due upon completion of Task 6 described in the Scope of Work, if Project continues past Task 4.

- \$4,000 due upon completion of the Project (Task 10.)
- a. Contractor shall submit an invoice to the County upon completion of the tasks described in the Scope of Work. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
 - b. Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor ten (10) days to cure such default. If the default remains uncured after ten (10) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement

by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 6 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

7. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Second Judicial Circuit in and for Jefferson County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

8. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SHANNON METTY, AT 1484 S. JEFFERSON ST. MONTICELLO, FL 32344, 850-997-3083, SMETTY@JEFFERSONCOUNTYFL.GOV.

9. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

10. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

11. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and

subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

12. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

13. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

14. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

15. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

16. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

17. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating

to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

18. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

19. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination

concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

20. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

21. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.


22. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.


23. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:


Signature
Julia L. Vaughan
Print Name

BY: 
KURT SPITZER
Print Name

ATTEST:

JEFFERSON COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

BY: _____

Chris Tuten, Chairman

Attachment “A”

Proposal to Provide
Redistricting Services
to the
Board of County Commissioners
Jefferson County, Florida

submitted by
Kurt Spitzer and Associates, Inc.
www.ksanet.net
(850) 228-6212

February 21, 2023

Executive Summary

This Proposal is to provide professional redistricting services for the Board of County Commissioners of Jefferson County, Florida, hereinafter referred to as the “County.”

The US Census Bureau is required to conduct an “actual enumeration” of “all persons” in the United States every 10 years, meaning that their duty is to count the “whole number of persons in each State.” The census conducted in 2020 was the twenty-fourth time such a count has taken place.

Congress uses the census data to reapportion the number of congressional seats allocated to each state. State Legislatures use the information to realign state and congressional district boundaries in furtherance of the principal of “one person, one vote.” For similar reasons, local governments use the data to realign the district boundaries used to elect the members of their governing bodies.

Beyond the provisions of the US Constitution and the Voting Rights Act, county governments in Florida are required to examine the need to redistrict during the first odd-numbered year after each census is completed. Charter counties and cities may also be further guided by the provisions of their charters on redistricting.

Kurt Spitzer (owner of Kurt Spitzer and Associates or “KSA”) has served as the redistricting consultant and facilitator in more than 30 local redistricting projects in Florida. He has consulted and advised Florida local governments for well over 40 years and will serve as Project Manager and primary point of contact for the Project.

Assisting KSA with data collection and mapping will be Sean Reynolds and Bertram Melix. Mr. Reynolds holds a Master of Science degree in Geographic Information Systems. He is an adjunct Lecturer on geographic information systems at the American University in Armenia. He is highly skilled in data collection and manipulation, and in the use of the software needed in the redistricting process.

Mr. Melix also holds a Master of Science degree in Geographic Information Systems and is currently pursuing his PhD in the Department of Geography at Florida State University.

Curriculum Vitae

Kurt Spitzer

Kurt Spitzer is President and owner of Kurt Spitzer and Associates (KSA) an established, Tallahassee-based local government consulting firm. Prior to incorporating KSA in 1989, Mr. Spitzer was employed by the Florida Association of Counties for 10 years and by the Florida House of Representatives prior to that time.

Mr. Spitzer has served as the primary consultant in over 30 local government redistricting projects in Florida, ranging in size from the City of Quincy to Pinellas County. He has served as the consultant to numerous county charter study and charter review commissions, ranging in size from Wakulla to Broward Counties. KSA was the lead consultant on local government matters to Florida's first Taxation and Budget Reform Commission and its second Local Government Study Commission.

Mr. Spitzer founded and served as the Executive Director of the Florida Stormwater Association and has been intimately involved in the development of Florida water policy for more than 25 years.

Mr. Spitzer received his Bachelor of Arts degree (biology and political science) from the University of South Florida and his Master of Science in Public Administration from Florida State University.

Sean Reynolds

Assisting in the Project for mapping and data management services is Sean Reynolds. Since January of 2017 Mr. Reynolds has been a Lecturer and Researcher on Geographic Information Systems and Remote Sensing, Geography and Statistics at the American University of Armenia in Yerevan, Armenia. He was a Geospatial Analyst for Harris ImageLinks in Melbourne, Florida from 2010 through 2014.

Mr. Reynolds has extensive experience in the use of Esri (Environmental Systems Research Institute, Inc.) products and software, website development and use of social media when sharing information.

Mr. Reynolds received his Bachelor of Science (Anthropology) *cum laude* and his Master of Science (Geographic Information Systems) from Florida State University.

Bertram Melix

Also assisting in the Project for mapping and data management services is Bertram Melix. Mr. Melix is a graduate research assistant at the Florida State University's Department of Geography, where he is pursuing his PhD in Geography. He holds a Master of Science in Geographic Information Systems from FSU, where he is an instructor in Geographic Information Systems, and has extensive experience in the use of Esri products and software.

Specific Experience and References

with significant notations included

Redistricting Projects

1. Brevard County Commission (Citizens Redistricting Committee) - 2001

Pursuant to an amendment to the County Charter, Brevard County was the first county in Florida to redistrict its Commission district boundaries based on the use of and recommendations from a Citizens Redistricting Committee.

References

Anselmo Baldonado, Chairman
Brevard Citizen's Redistricting Committee
(321) 777-9225

2. Brevard County School Board – 2001

3. City of Bonita Springs - 2022

4. City of Daytona Beach - 2011

5. City of Ft. Lauderdale – 2002

6. City of Ft. Myers - 2005

Through a charter amendment, the City of Ft. Myers changed the structure of the Council from a “Strong-Mayor” form of government that had an elected executive and five single-member districts, to a Council-Manager form of government that included a directly elected Mayor who was a member of the City Council and a City Manager who was hired/fired by the Council. The Council was increased to a total of six, single-member districts. At the time KSA was engaged, the City was a “pre-clearance” jurisdiction under the provisions of Section 5 of the Voting Rights Act; no challenges were filed to the adopted.

Reference

Grant Alley, City Attorney
Phone: 239-321-7640
galley@cityftmyers.com

7. City of Ft. Pierce – 2021

8. City of North Miami - 2022

9. City of Pompano Beach – 2011 and 2021

10. City of Pompano Beach – 2023

KSA has been engaged to examine the impacts of increasing the number of seats on the City Commission from five to six.

11. City of Quincy - 2020

The City had not redistricted its district boundaries in 45 years, requiring consideration and adoption of significant changes to the existing districting plan. The adopted plan was challenged under the provisions of the Voting Rights Act but was upheld in federal court.

Reference

Jack L. McLean, Jr., City Manager (former)

Phone: 850-841-0443

mccl3690@comcast.net

12. City of St. Petersburg - 2022

13. Columbia County Commission - 2021

The County Charter provides for a Citizens Redistricting Committee. The Committee adopted a plan that did not count the population of those incarcerated in the County's two prisons and submitted that plan to the County Commission for final approval.

Reference

Joel Foreman, County Attorney

Phone: 386-752-8420

jforeman@columbiacountyfla.com

14. Jefferson County Commission – 2013 and 2016

The 2013 redistricting plan was challenged based on whether prison population should be counted (as was the direction of the Florida Attorney General and case law at that time) or excluded. A federal District Court in Tallahassee ruled that the prison population could not be counted. A revised plan was prepared and adopted in 2016 which did not count prison population; the District Court approved that plan. Note that the US Supreme Court has subsequently ruled that use of total population is an acceptable approach in the redistricting process.

Reference

Buckingham Bird, County Attorney (former)

Phone: 850-997-3503

tbbird@nettally.com

15. Leon County School Board – 2001

16. Levy County Commission and School Board - 2001 and 2011

17. Madison County Commission and School Board (currently engaged)

18. Nassau County Commission, School Board and Port Authority – 2001

19. Pinellas County Commission – 1999, 2001 and 2021

KSA assisted the County in redistricting after a charter amendment passed changing the districting system from five commissioners elected on an “at-large” basis to a system of four single-member districts plus three at-large. After the year 2000 census data was released in 2001, KSA adjusted the 1999 district boundaries based on the new demographic information. KSA was also engaged by Pinellas County for redistricting services in 2021, whose charter now provides for a Citizens Redistricting Advisory Board.

Reference

Susan Churuti, County Attorney (former)

Phone: 813-283-8666

susan.churuti@beachdriveretail.com

20. Pinellas County School Board – 2001

21. Sarasota County Commission – 2019 and 2021

A 2018 amendment to the county charter changed the districting system from five members residing in residence areas but elected by all the voters countywide to five single-member districts, who were elected only by the voters of those districts. The County Commission thereafter decided to redistrict the Commission districts based on updated population data. KSA subcontracted with the University of Florida’s Bureau of Economic and Business Research to update the 2010 data and thereafter redrew the district lines based on that updated data. The adopted plan was challenged in federal court based on the provisions of the Voting Rights Act; the Court ruled in favor of the County. KSA was also engaged by Sarasota County for redistricting services in 2021.

Reference

Brad Johnson, Assistant County Administrator

Phone: 941-861-5293

Brad.Johnson@scgov.net

22. Sumter County Commission – 2006

23. Village of Estero - 2022

Similar Projects

KSA has provided consulting services on charters, local government structure and finance for the below entities. All projects required a high level of facilitation and consensus building skills.

- Broward County Charter Review Commission
- Columbia County Charter Commission
- Columbia County Charter Review Commission (twice)
- Deltona Incorporation Study Commission (municipal incorporation feasibility study)
- Indian River County Commission (BCC proposed charter)
- Lee County Charter Review Advisory Commission (three occasions)
- Leon County Charter Study Committee
- Leon County Charter Review Commission
- Local Government Study Commission II, State of Florida
- Okaloosa County Charter Study Commission
- Pasco County Commission (BCC proposed charter)
- Pinellas County Charter Review Commission (three occasions)
- Polk County Charter Commission
- Polk County Charter Review Commission (three occasions)
- Tallahassee-Leon County Consolidation Commission
- Taxation and Budget Reform Commission I, State of Florida
- Wakulla County Commission (BCC proposed charter)

Suggested Approach and Work Plan

We propose the following (tentative) approach to complete the Project to complete the Project in 2023.

Task	Event	Tentative Completion Date
1	Consultant Engaged	Day 1
2	Consultant acquires necessary and available files and data from the County and Bureau of the Census (using 2020 data) for mapping.	Day 15
3	Consultant prepares “Existing Districts Map” and determines whether adjustments are necessary to existing district boundaries based on 2020 Census data and common redistricting criteria.	Day 30
4	Consultant prepares two alternative redistricting maps based on common redistricting principles, assuming the population spread of existing districts is greater than 10 percentage points.	Day 60
5	Consultant conducts presentation on three redistricting maps: “Existing Districts” plan and two alternative plans.	Day 70
6	Consultant prepares redistricting map recommendation based on direction given during Task 5.	Day 80
7	If recommendation is approved, consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff.	Day 90
8	If recommendation is modified or rejected, consultant prepares revised alternative maps and presents to governing body.	Day 90
9	Consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff.	Day 110

Price

We propose a fixed price of \$21,000, which would include the following services and all time and expenses, except as identified under “Out of Scope.” However, if adjustments to district boundaries are determined to be not necessary based on common redistricting criteria, our fee will be a fixed amount of \$14,000 for all services provided in Tasks 1, 2, 3, 4 and 9, as described in “Suggested Approach and Work Plan.”

1. Preparation for and attendance by Mr. Spitzer at not more than two in-person meetings concerning the redistricting Project in the County.
2. Preparation by Mr. Spitzer of a Final Report and draft narrative description of the adopted, final districts Map and district boundaries.
3. Time spent in preparation by Mr. Spitzer and other Team Members for attendance at all meetings and all other tasks identified in “Approach and Work Plan.”
4. Preparation of not more than three districting maps or plans, including the initial “Existing Districts” map. Minor revisions to alternative plans are not considered to be an additional map or plan.
5. All costs for necessary software.
6. Expenses incurred in adding the County as a named insured to the KSA Liability Insurance policies for the purposes of the Project.
7. Regular, frequent communication on the status of the Project with designated liaison, counsel and County officials.
8. Delivery of final maps, all related files and data, and a draft narrative description of the new district boundaries to County staff.

Payment Schedule

We propose the following payment schedule:

- \$7,000 due upon acceptance of the Agreement.
- \$7,000 due upon completion of Task 4.
- \$4,000 due upon completion of Task 6, assuming Project continues past Task 4.
- \$3,000 due upon completion of the Project (Task 9.)

Expenses and fees for services provided outside of the scope of work (if any) will be billed monthly in arrears.

Out of Scope

The following services and related expenses are not included in the above price:

1. Preparation for or attendance at additional in-person or on-line meetings related to the Project, preparation of additional maps or reports beyond those identified herein, consideration of criteria other than those that are directly relevant to the realignment of the Board of County Commissioners' districts, creation of public map submission process, review of outside maps, and testimony in legal proceedings, are not included in the quoted price and will be billed at the following rates:

Kurt Spitzer \$275 per hour

Other Team Members \$175 per hour

2. Testimony in Legal Proceedings

Mr. Spitzer will be paid at a rate of \$275 per hour for expert technical assistance in the event any legal action arises relating to the redistricting process or plans developed with KSA's assistance. Mr. Spitzer will provide expert testimony and technical services, if necessary, in state and federal court as it relates to the adopted redistricting plan.

In instances where Mr. Spitzer either does not or cannot qualify as an expert, and where his testimony or assistance is necessary in a legal action, Mr. Spitzer will then provide fact testimony relating to the redistricting plans developed by KSA. In this case, KSA will be reimbursed for expenses incurred and time lost in preparing for and providing the non-expert, fact testimony. KSA will itemize and invoice for such expenses and will be compensated for time lost at an hourly rate of \$275 per hour.

Jefferson County (including the County Commission, staff and Officers), KSA and Mr. Spitzer understand and agree that such payment or reimbursement cannot and will not influence the substance of Mr. Spitzer's testimony in any manner whatsoever.



February 16, 2023

Sent via Email: smetty@jeffersoncountyfl.gov

Shannon Metty
County Manager
Jefferson County Board of County Commissioners

Re: Financing for a MowerMax Boom Mower

Thank you for trusting Leasing 2 with your financing needs. Attached to this email are the required documents for execution, and their instructions are below.

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (800) 287-5155.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
 - ✓ As these are legal documents, we cannot accept double-sided printouts.
-

- ☐ ***Lease Purchase Agreement***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***
 - Enter the date your resolution was adopted.
 - Signed by Lessee's authorized signatory.
 - Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.
- ☐ ***Exhibit B – Opinion of Lessee's Counsel***
 - Printed on attorney's letterhead and signed by attorney. Original signature required.
- ☐ ***Exhibit C – Certificate as to Arbitrage***
 - Enter the date by which the equipment is expected to be fully acquired in Item 4.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit D – Description of Equipment***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit E – Payment Schedule***
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit F – Acceptance Certificate***
 - Please **DO NOT CHECK ANY BOXES** – this will be completed at closing and you will receive a fully executed Agreement post-closing.
 - Signed by Lessee's authorized signatory.
- ☐ ***Exhibit G – Essential Use/Source of Funds Letter***
 - Enter a description of how the equipment will be used and the services it will provide.
 - Signed and dated by Lessee's authorized signatory.
- ☐ ***Exhibit H – Designation of Bank Qualification***
 - Signed and dated by Lessee's authorized signatory.

- ☐ **Exhibit I – Notice and Acknowledgement of Assignment**
- Signed and dated by Lessee's authorized signatory.
- ☐ **Insurance Coverage Requirement**
- Enter the name, address & phone number of your insurance agent.
 - If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.
- ☐ **Billing Information**
- Enter all of the requested information.
- ☐ **Customer Identification Program Organized Entity**
- Enter all of the requested information.
 - Signed by Lessee's authorized signatory.
- ☐ **Escrow Agreement**
- Signed by Lessee's authorized signatory.
- ✓ **POST FUNDING REQUIREMENT**
- ☐ **IRS Form 8038-G (Form 8038-GC if the issue price is under \$100,000)**
- We will email you this form for signature after the lease is funded.
- ☐ **Escrow Disbursements**
- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED OR FAXED FOR REVIEW PRIOR TO OVERNIGHTING.

PLEASE RETURN ALL DOCUMENTS BY: *AFTER REVIEW AND EXECUTION*

Email/fax to:

Donna Womack

dwomack@leasing2.com

Fax: (813) 258-9333

Phone: (813) 258-9888, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

(813) 258-9888

Alternate contact:

Rick Carney

rcarney@leasing2.com

Phone: (813) 258-9888, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
Jefferson County Board of County Commissioners
1 Courthouse Circle, Room 10
Monticello, FL 32344

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of March 5, 2023

This Lease-Purchase Agreement (the "Agreement") dated as of **March 5, 2023** by and between **Leasing 2, Inc.** ("Lessor"), and **Jefferson County Board of County Commissioners** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;

(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or

(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor, provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or
- (b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default

shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

Section 14.10. Execution of Facsimile. In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier/email will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: Jefferson County Board of County Commissioners

Execute:

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: **Jefferson County Board of County Commissioners**

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

(Signature of Party to Execute
Lease-Purchase Agreement and Escrow Agreement)

Chris Tuten, BOCC Chairman
(Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **Jefferson County Board of County Commissioners**

DATE OF AGREEMENT: **March 5, 2023**

**Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for **Jefferson County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **March 5, 2023** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Florida**.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Chris Tuten**, hereby certify that I am duly qualified and acting **BOCC Chairman**, of **Jefferson County Board of County Commissioners** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **March 5, 2023** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$112,200.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$112,200.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before _____.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

EXHIBIT D
DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

MowerMax Boom Mower, S/N: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

1484 South Jefferson Street

Monticello, FL 32344

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Jefferson County Board of County Commissioners
LEASE AMOUNT: \$112,200.00
COMMENCEMENT DATE: 3/5/2023
INTEREST RATE: 7.14%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	3/5/2024	\$62,174.67	\$8,007.59	\$54,167.08	\$59,664.05
2	3/5/2025	\$62,174.67	\$4,141.75	\$58,032.92	\$0.00
Grand Totals		\$124,349.34	\$12,149.34	\$112,200.00	

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **March 5, 2023**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
 Chris Tuten

Title: _____
 BOCC Chairman

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **March 5, 2023.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **March 5, 2023**, between **Leasing 2, Inc.** and **Jefferson County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

This equipment will be used entirely by the Jefferson County Road Department for cutting bushes and weeds from the county right-of-way

Sincerely,

Chris Tuten, BOCC Chairman

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **March 5, 2023**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Jefferson County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **March 5, 2023**, between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Jefferson County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 19612

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **Jefferson County Board of County Commissioners**
1 Courthouse Circle, Room 10
Monticello, FL 32344

RE: INSURANCE COVERAGE REQUIREMENTS (**Check one**):

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

to issue:

a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: Thomas Kisamore

Company: Jefferson County Road Department

Street Address or Box #: 1484 South Jefferson St.

City, State, Zip: Monticello, Fl., 32344

County: Jefferson

Telephone: (850) 997-2036

Fax: (850) 997-6760

Email Address: tkisamore@jeffersoncountyfl.gov (cc: dbullock@jeffersoncountyfl.gov)

Invoice Reference: MowerMax Boom Mower

CUSTOMER IDENTIFICATION PROGRAM ORGANIZED ENTITY

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

CUSTOMER NAME: **Jefferson County Board of County Commissioners**

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000690

Business Structure (check one): City Government: _____ County Government: X Tax District: _____ Corporation: _____

Other, description: _____

We may request certified copies of your organizational documents as part of the identification procedure.

PRIMARY ADDRESS AND REGISTRATION

Jeff Co Bd of Co Commissioners

Address: _____

Address: 1 Courthouse Circle, Rm 10

City: Monticello

State: Florida

Zip Code: 32344

State of Registration/Organization: Fla

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Jefferson County Board of County Commissioners

By: _____
Chris Tuten

Its: BOCC Chairman

Internal Escrow Letter

March 5, 2023

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 19612

Re: Lease Purchase Agreement dated **March 5, 2023** (the "Lease") by and between: **Jefferson County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **MowerMax Boom Mower** (the "Equipment") in the amount of **\$112,200.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$112,200.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **Jefferson County Board of County Commissioners**

By: _____
Chris Tuten

Title: _____
BOCC Chairman

Date: _____

Board of County Commissioners

Agenda Request

Date of Meeting: March 2, 2023

Date Submitted: February 24, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Request Board Approval to Award ITB No. 2011-12-19 Casa Bianca Road Resurfacing (Waukeelah Highway to Old Lloyd Road) to Capital Asphalt and Approval of the Construction Agreement

Statement of Issue:

This agenda item requests Board approval to accept and award ITB No. 2011-12-19 Casa Bianca Road Resurfacing (Waukeelah Highway to Old Lloyd Road) to Capital Asphalt and Approval of the Construction Agreement.

Background:

On Dec. 12th, 2022, the County released ITB No. 2011-12-19 Casa Bianca Road Resurfacing (Waukeelah Highway to Old Lloyd Road) soliciting bids from qualified contractors registered to do business in the State of Florida. Bids were received on January 23, 2023.

This project will consist of resurfacing Casa Bianca Road from CR 259 (Waukeelah Highway) to CR 158 (Old Lloyd Road), approx. 2.4 miles in length. In addition, drainage improvements will be constructed along with replacement of striping and signage.

The ITB was duly noticed in accordance with the County's procurement policy and state law. A total of four (4) bids were received:

Capital Asphalt	\$747,422.00
CWR	\$769,939.50
Anderson Columbia	\$837,690.19
Peavy	\$1,009,479.80

Analysis:

Capital Asphalt was the lowest responsive bidder. Staff is recommending that the Board approve to accept and award ITB No. 2011-12-19 Casa Bianca Road Resurfacing (Waukeelah Highway to Old Lloyd Road) to Capital Asphalt and approve the Construction Agreement.

Request Board Approval to Award ITB No. 2011-12-19 Casa Bianca Road Resurfacing
(Waukeena Highway to Old Lloyd Road) to Capital Asphalt and Approval of the Construction
Agreement

March 2, 2023

Page 2

The Commencement Date will be established in the Notice to Proceed to be issued by the County. The Contractor will commence work within 5 calendar days from the Commencement Date and the work is required to be substantially complete within 90 calendar days from the Commencement Date. The work is required to be fully complete and ready for final acceptance by the County within 120 calendar days from the Commencement Date.

Options:

1. Approve to Award ITB No. 2011-12-19 Casa Bianca Road Resurfacing (Waukeena Highway to Old Lloyd Road) to Capital Asphalt in the lump sum amount of \$747,422.00 and Approval of the Construction Agreement.
2. Do not Award ITB No. 2011-12-19 Casa Bianca Road Resurfacing (Waukeena Highway to Old Lloyd Road) to Capital Asphalt in the lump sum amount of \$747,422.00 and Do Not Approve the Construction Agreement.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Engineer's Recommendation
2. Detailed Bid Tab
3. Construction Agreement