



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Benjamin "Benny" Bishop

District 1, Vice-Chair

John Nelson, Sr.

District 2

Hines F. Boyd

District 3

Betsy Barfield

District 4, Chair

Stephen Walker

District 5

**Regular Session Agenda
January 21, 2014 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344**

- 1. 6:00 P.M. – Call to Order, Invocation, Pledge of Allegiance**
- 2. Public Announcements, Presentations, & Awards**
- 3. Consent Agenda**
 - a) Approval of Agenda**
 - b) Minutes of January 7, 2014 Regular Session**
 - c) FDOT Functional Classification Level Maps**
 - d) Jail Refinancing Paperwork/Resolution**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
 - a) Designation of Code Enforcement Officer – Parrish Barwick**
- 6. County Coordinator**
 - a) Change Order for JCFR Station – Parrish Barwick/Alan Wise**
- 7. Commissioner Discussion Items**
- 8. 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.

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

ITEM 3: CONSENT AGENDA MATERIALS

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
January 7, 2014

The Board met this date in regular session. Present were Chairperson Betsy Barfield, Commissioners Benjamin “Benny” Bishop, Hines Boyd, John Nelson and Stephen Walker. Also present were County Coordinator Parrish Barwick, County Attorney Buck Bird and Clerk of Court Kirk Reams.

ITEM 2: Public Announcements, Presentations & Awards

1. Dick Bailar, with the Legislative Committee, presented a plaque to Ron Smith for his 10 years of service on the Legislative Committee.
2. Dr. Anne Holt, with Main Street, stated that the Smithsonian exhibit would arrive today and that she would love to see the Commissioners stop by.
3. Citizen Tania Johnson thanked the BOCC for what they did to help her housing situation on Turkey Scratch Road. She stated that she was again having issues—this time with electrical and plumbing. Chairperson Barfield requested that County Coordinator Parrish Barwick and Commissioner Walker discuss further with Ms. Johnson to find a possible solution or remedy. Ms. Johnson expressed her displeasure that Duke Energy was using Turkey Scratch Road.

ITEM 3: Consent Agenda

4. Commissioner Boyd requested that Harry Reed with the CRTPA be moved to the first item under General Business. **On motion by Commissioner Walker, seconded by Commissioner Boyd and unanimously carried, the consent agenda as amended—consisting of the approval of the agenda and resolution of support for Commissioner Desloge—was approved.**

ITEM 4: Citizens Request & Input

5. Citizen Paul Henry discussed the history and prior issues with Ms. Johnson’s house and volunteered to help with any repairs.

ITEM 5a: CRTPA Interlocal Agreement

6. Harry Reed, Executive Director with the CRTPA, discussed the interlocal agreement and stated the Board needed to approve the updated agreement due to changes in the law. Citizen Phil Calandra inquired about representation and noted that Gadsden seemed to have more. He also inquired as to why Constitutional Officers were specifically excluded from serving. Mr. Reed responded that representation was based on population and that Constitutional Officers were excluded by state statute 339.175. **On motion by Commissioner Boyd, seconded by Commissioner Walker and unanimously carried, the Board approved the interlocal agreement.**

ITEM 5b: Budget Amendment Request RE: Legal Fees

7. Property Appraiser Angela Gray requested additional funds for legal services related to two pending lawsuits with FL Gas & Transmission and AT&T respectively. Mrs. Gray stated she had spoken with the liability insurance carrier but both lawsuits were excluded from coverage. She requested \$25,000 to get started with legal expenses and stated she

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

would come before the Board if she needed any additional funds. Chairperson Barfield asked Clerk of Court Kirk Reams where the money would come from, to which he responded contingency. After some discussion, it was determined that the additional funds could be expensed to professional services and if there was a shortfall it could be taken from contingency. Commissioner Boyd stated there was no other option than to grant Mrs. Gray's request and that this was a classic case of corporate bullying. He expressed his desire to stand behind Property Appraiser Gray on this issue. **On motion by Commissioner Boyd, seconded by Commissioner Walker and unanimously carried, the Board granted the Property Appraiser's request for \$25,000 for legal fees, to be taken from professional services.** Citizen Paul Henry inquired about the type of numbers that the companies were disputing. Mrs. Gray responded that for the FL Gas & Transmission suit, \$135,000 was on the line for the county and \$120,000 for the school board. She stated that for the AT&T suit, \$12,000 was on the line for the county and \$11,000 for the School Board. Chairperson Barfield inquired as to whether or not the school board was responsible for any of the legal fees, to which Mrs. Gray responded that, by statute, it is the county's responsibility. Commissioner Boyd thanked Property Appraiser Gray for the groundwork laid and her competency which he stated put the county in a good position.

ITEM 5c: Wacissa River Park Committee Members

8. County Coordinator Parrish Barwick stated that Commissioner Walker had submitted 5 names for this committee. Commissioner Walker said he wanted to keep it simple and selected 5 members that had something to do with the river and knew about it or used it. He stated that due to sunshine laws he could not be on this committee but had requested Clerk of Court Kirk Reams to serve in his place. He stated his intention was for this committee to meet and then bring issues before the Board. Commissioner Boyd stated his desire to add more people to this committee. He stated that some people on the list had strong opinions and he would like to see some people to balance it out. Commissioner Nelson said he respects the suggested committee of Commissioner Walker but that if Commissioner Boyd wanted to add people, then he felt he should be allowed to recommend and add someone to the committee as well. **On motion by Commissioner Walker, seconded by Commissioner Bishop and carried 4 to 1 (Boyd opposed), the Board approved Commissioner Walker's committee members.** Commissioner Boyd stated he felt the Board was making a mistake and that this matter needed more discussion as it was a multifaceted issue.

ITEM 6: County Coordinator's Report

9. County Coordinator Parrish Barwick stated he would be bringing some items related to the Planning Department and the Recreation Park before the Board in the near future.

ITEM 7: Commissioner Discussion Items

10. County Attorney Buck Bird stated that he was working with Clerk of Court Kirk Reams on the re-financing of the jail with Regions Bank and also on the American Hunter issue. He stated a resolution would be on the next agenda with terms and conditions. Chairperson Barfield inquired if there were any issues with re-districting, to which Attorney Bird stated not at this time.
11. Commissioner Nelson apologized for being difficult to get in touch with and stated he had three recent deaths in his family. He also complimented County Coordinator on his efforts with the Recreation Park and announced that on January 25th there would be a

BOARD OF COUNTY COMMISSIONERS
MINUTE BOOK 23, PAGE _____

display of Corporal Sneed at the library. He further stated he would bring time and more details back to a future meeting.

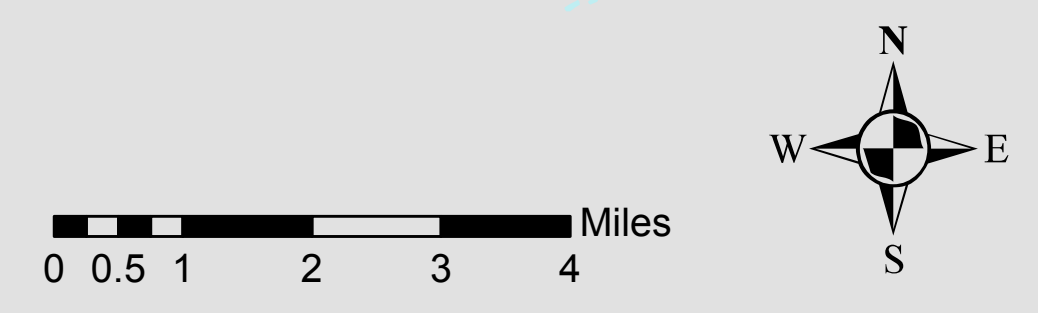
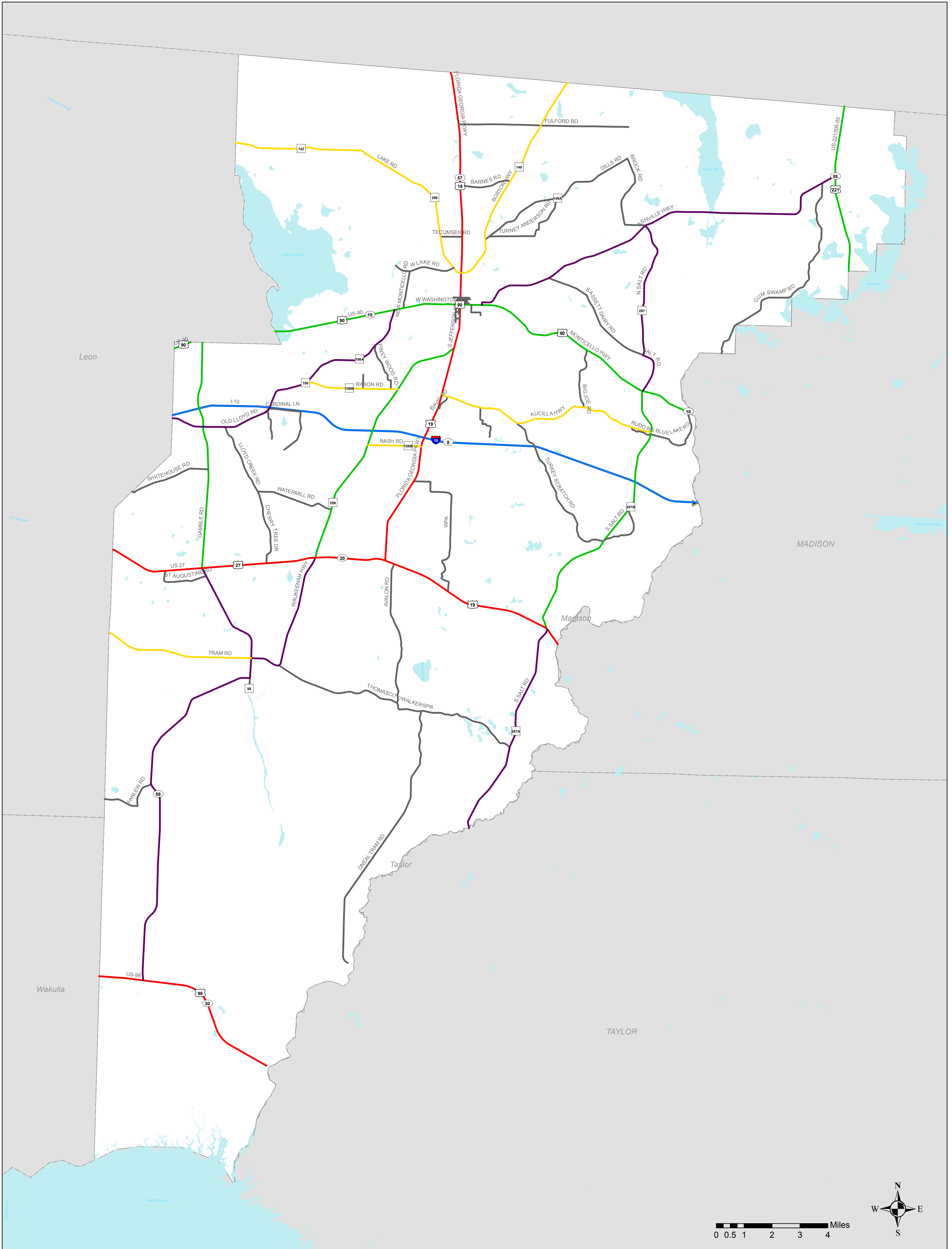
12. Chairperson Barfield asked Clerk Reams for an update on the Tax Collector fees. Mr. Reams responded that we had received a check for roughly \$99,000 but he was still waiting to receive additional detail/documentation in order to pay the Tax Collector's legal invoices.

ITEM 12: Adjournment

13. The warrant register was reviewed and bills ordered paid.
14. **On motion by Commissioner Walker, seconded by Commissioner Nelson and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman



Jefferson County	
01 - Principal Arterial-Interstate RURAL	11 - Principal Arterial-Interstate URBAN
02 - Principal Arterial-Expressway RURAL	12 - Principal Arterial-Freeway and Expressway URBAN
04 - Principal Arterial-Other RURAL	14 - Principal Arterial-Other URBAN
06 - Minor Arterial RURAL	16 - Minor Arterial URBAN
07 - Major Collector RURAL	17 - Major Collector URBAN
08 - Minor Collector RURAL	18 - Minor Collector (Fed Aid) URBAN
09 - Local RURAL	19 - Local URBAN
	Urban Boundary

JEFFERSON COUNTY FUNCTIONAL CLASSIFICATIONS

Prepared By:
FLORIDA DEPARTMENT OF TRANSPORTATION
in cooperation with the
US DEPARTMENT OF TRANSPORTATION

File Created:
November 2013

Recommended By:

Chairman, Board of County Commissioners

Date

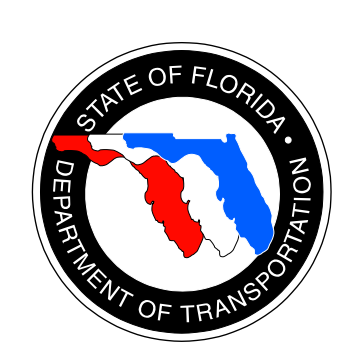
Florida Department of Transportation

Date

Approved By:

Federal Highway Administration

Date



RESOLUTION NO. 2014 – _____

A RESOLUTION OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, AUTHORIZING THE BORROWING FROM REGIONS BANK OF NOT TO EXCEED \$1,800,000.00 IN AGGREGATE PRINCIPAL AMOUNT IN ORDER TO FINANCE AND REFINANCE CERTAIN CAPITAL IMPROVEMENTS TO THE JEFFERSON COUNTY CLERK JAIL; AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT AND A SERIES 2014 NOTE; PLEDGING CERTAIN REVENUES AND MONEYS OF THE ASSIGNMENT OF LOCAL GOVERNMENT HALF-CENT SALES TAX REVENUES, HALF-CENT SUPPLEMENT/INMA SALES TAX AND PARI-MUTUAL TAX REVENUES, AS SECURITY FOR THE BORROWING; DESIGNATING THE SERIES 2014 NOTE AS A "QUALIFIED TAX EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF THE SERIES 2014 NOTE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS as follows:

SECTION 1. AUTHORIZATION. This Resolution is adopted pursuant to the provisions of Chapter 218.369, Florida Statutes and other applicable provisions of law (the "Act").

SECTION 2. FINDINGS. The Jefferson County Board of County Commissioners (the "Board") hereby finds and determines that:

(a) The Board was created and incorporated as a "unit of local government" pursuant to Chapter 218.369, Florida Statutes, for such purposes of planning, developing, purchasing or otherwise acquiring, constructing, reconstructing, improving, extending, enlarging, equipping, repairing, maintaining, operating, and governing Jefferson County, Florida, (the "County"); and

(b) The Board desires to authorize the issuance of its Promissory Note (Jefferson County Clerk), Series 2014 (the "Series 2014 Note") for the purposes of: refunding the entire aggregate principal amount, accrued interest, and premium of the outstanding Promissory Note (Public Improvement Revenue Bond Anticipation Note), Series 1998 (the "Series 1998 Note"), required contingencies and/or additional capital improvements relating to such project, or for other authorized purposes as to any funds which are in excess of the refinancing needs.

(c) The Clerk of the Courts for Jefferson County, (the "Clerk"), is authorized pursuant to the Board to pledge the Pledged Revenues (as defined in the hereinafter described Loan Agreement) to the repayment of the Series 2014 Note and will take all steps necessary to continue the receipt of such Pledged Revenues; and

(d) The Board determines that it is in its best interests to issue the Series 2014 Note to refinance the Series 1998 Note and for additional County capital projects ; and

(e) The Series 2014 Note shall be secured by the Pledged Revenues and will be sufficient to pay principal and interest on the Series 2014 Note as the same shall become due; and

(f) The principal of and interest on the Series 2014 Note to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Revenues; and the ad valorem taxing power of the Board will never be necessary or authorized to pay the principal of and interest on the Series 2014 Note to be issued pursuant to this Resolution and, except as otherwise provided herein, the Series 2014 Note shall not constitute a lien upon any property of the County; and

(g) Due to the favorable current market rates and the nature of the contemplated financing, it is hereby determined that it is in the best interests of the public and the Board to sell the Series 2014 Note at a negotiated sale to Regions Bank (the "Bank"); and

(h) Including the proposed Series 2014 Note, the County has not issued more than \$10,000,000 of tax-exempt obligations under Section 265(b)(3) of the Code in calendar year 2014 nor does it reasonably expect to do so for the remainder of calendar year 2014, and shall not exceed said amount.

SECTION 3. AUTHORIZATION OF THE FINANCING OF THE SERIES 2014 NOTE AND 2014 PROJECT. The Board hereby authorizes (1) the issuance of the Series 2014 Note in accordance with the terms hereof; and (2) the additional financing and refinancing of the Series 1998 Note as described in this Resolution; and (3) to fund other capital expenditures designated by the Clerk. (4) the Clerk executing all documents, certifications and other papers required by Bank.

SECTION 4. LOAN COMMITMENT. Reference is hereby made to that certain loan commitment from Regions Bank, attached hereto as Exhibit "A" (the "Loan Commitment"). The terms of the Loan Commitment are hereby incorporated by reference into this Resolution as if set forth fully herein. The execution of the Loan Commitment by the Clerk is hereby ratified, confirmed and approved.

SECTION 5. ISSUANCE OF SERIES 2014 NOTE. A Series 2014 Note is hereby authorized to be issued in accordance with the terms of the Loan Commitment and the Loan Agreement in an amount not to exceed \$1,800,000.00. The maturity of the Series 2014 Note shall be as set forth in the Loan Agreement. The Series 2014 Note shall be issued for the purpose of

providing refinancing and other capital projects designated by the Clerk. The principal of and interest on the Series 2014 Note shall be payable from, and secured by, the Pledged Revenues.

The Series 2014 Note shall be dated such date, shall bear such interest, shall mature at such time and in such amount as the form of Series 2014 Note attached hereto as Exhibit "B," provided the amount, interest and maturity thereof shall be consistent with the terms hereof and of the Loan Commitment. Prior to issuing the Series 2014 Note, a certificate evidencing compliance with Section 218.385, Florida Statutes shall be executed and delivered by the Bank.

The Clerk is hereby authorized to enter into a Loan Agreement in form and substance similar to Exhibit "C" hereto and to execute the above referenced Series 2014 Note to secure the loan, provided, that such agreement shall reflect the terms provided herein and in the Loan Commitment, or said other terms and changes approved by the county attorney. Each of the terms of the Loan Agreement shall be incorporated herein as if set forth fully in this Resolution. Prior to entering into any such agreement, any findings required by Section 218.385, Florida Statutes shall be made.

The Series 2014 Note may be issued without any other proceedings or the happening of any other conditions or other things other than those proceedings, conditions or things which are specifically required by this Resolution.

Due to the potential instability in the market for tax-exempt revenue obligations, the complex nature of the contemplated financing and taking into consideration the considerable experience of the Bank in the purchasing of revenue obligations of a similar type, it is hereby determined that it is in the best interests of the public and the Board to sell the Series 2014 Note to the Bank pursuant to a private placement. The sale of the Series 2014 Note in the manner described herein is hereby authorized and approved. The Series 2014 Note is hereby authorized to be sold to the Bank based upon the provisions set forth in the Loan Agreement.

SECTION 6. DESIGNATION OF SERIES 2014 NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION. The Board hereby designates the Series 2014 Note as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. This designation is based upon the findings of the Board set forth in Section 2(h) of this Resolution. Each of the Chairman, Vice-Chairman, the Secretary/Treasurer and Clerk are authorized to certify such finding upon the issuance of the Series 2014 Note. The Board acknowledges that any action which adversely impacts the status of the Series 2014 Note as a "qualified tax-exempt obligation" will result in an upward adjustment to the interest rate on such Series 2014 Note.

SECTION 7. AUTHORIZATION OF EXECUTION OF TAX EXEMPTION CERTIFICATE, OTHER CERTIFICATES AND OTHER INSTRUMENTS. The Chairman or Vice Chairman of the Board, or Clerk, are hereby authorized and directed to execute and deliver certificates of the Board certifying such facts as Series 2014 Note Counsel shall require, in connection with the issuance, sale and delivery of the Series 2014 Note and to execute and deliver such other instruments, including but not limited to, a tax exemption certificate relating to certain requirements set forth in Section 148 of the Code, as shall be necessary or desirable to perform the County's obligations under any agreement securing such Series 2014 Note.

SECTION 8. REMEDIES OF SERIES 2014 NOTEHOLDER. The holder of the Series 2014 Note may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by the Loan Agreement which secures such Series 2014 Note, to be performed by the Clerk, Board or County.

SECTION 9. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2014 Note, Loan Agreement or any other certificate or other instrument to be executed on behalf of the Board in connection with the Series 2014 Note, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of the Board in his or her individual capacity, and none of the foregoing persons nor any member or officer of the Clerk executing the Series 2014 Note, Loan Agreement or any certificate or other instrument to be executed in connection with the issuance of the Series 2014 Note shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

SECTION 10. OPEN MEETINGS. It is hereby found and determined that all official acts of the members of the Board concerning and relating to the issuance, sale and delivery of the Series 2014 Note, including, but not limited to adoption of this Resolution, were taken in open meetings of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

SECTION 11. PREREQUISITES PERFORMED. All acts, conditions and things relating to the passage of this Resolution required by the Constitution, the Act or the laws of the State of Florida to happen, exist and be performed precedent to and in the passage hereof have happened, exist and have been performed as so required.

SECTION 12. MISCELLANEOUS. The Chairman, Vice-Chairman, and the Secretary/Treasurer or any other officers of the Board, or more specifically the Clerk of Court of Jefferson County, Florida, are hereby authorized and directed to execute any and all certifications or other instruments or documents required by this Resolution, the Loan Agreement, the Loan Commitment, or any other document required as a prerequisite or precondition to the issuance of the Series 2014 Note and any such representation made therein shall be deemed to be made on behalf of the Board. All action taken to date by the officers of the Board in furtherance of the issuance of the Series 2014 Note, is hereby approved, confirmed and ratified. The Chairman is hereby authorized to approve a change in the dates of any document authorized hereby.

SECTION 13. GENERAL AUTHORITY. The members of the Board, and its officers, counsel, agents and officials hereby authorize the Clerk to do all acts and things required of them consistent with the requirements of this Resolution and any documents relating to the Series 2014 Note for the full punctual and complete performance of all the terms, covenants and agreements contained in the Series 2014 Note, the Loan Agreement, this Resolution and such documents. The Vice-Chairman is authorized to do all things required or permitted by this Resolution of the Chairman in his absence or unavailability.

SECTION 14. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions contained herein shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 15. REPEALING CLAUSE. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 16. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a meeting of the Jefferson County Board of County Commissioners, on behalf of the Jefferson County Clerk of Court on the _____ day of January, 2014.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

[SEAL]
ATTEST

By: _____
Chairman

JEFFERSON COUNTY CLERK OF COURTS

By: _____

EXHIBIT "A"

LOAN COMMITMENT



November 12, 2013

Jefferson County Clerk of Court

1 Courthouse Circle

Monticello, FL 32344

Commitment Letter

Dear Mr. Reams and Jefferson County Board of County Commissioners:

Bocc

This letter evidences the commitment of Regions Bank ("**Bank**") to extend financing to ~~Jefferson County Clerk of Court~~ ("**Borrower**", whether one or more) and Borrower's commitment to accept such financing, subject to the terms and conditions of this letter. This letter does not set forth all the terms and conditions of the credit facility offered herein. Rather, it is only an outline, in summary format, of the major points of understanding, which will be the basis of the final facility documents (collectively referred to as the "**Loan Documents**").

The Loan Documents will have many terms and conditions not set forth herein, including, but not limited to, conditions precedent, representations and warranties, affirmative covenants, negative covenants, events of default, definition of terms, and other provisions customary to financing (1) by the Bank generally and (2) of the type contemplated by this letter.

I. FACILITY (whether one or more facilities is described below):

- A. Amount:** Up to \$1,800,000
- B. Type:** Tax Exempt, Bank Qualified, Term Loan
- C. Term:** 84 months
- D. Purpose:** Refinance USDA, non-Regions Revenue Bond,
Series 1999
- E. Interest Rate:** 1.84% (Tax Exempt Rate)

F. Repayment: The principal amount of the Loan will be payable annually each year, commencing on **To Be Determined** and through the final maturity of the Loan, following a mortgage amortization pattern. Accrued interest will be paid quarterly. Any outstanding principal balance and accrued interest will be due on the Maturity Date.

G. Fees: Waived

H. Collateral: Secured by an Assignment of Local Government half-cent sales tax revenues, half-cent supplement /INMA sales tax and Pari-mutual tax revenues

II. ADDITIONAL CONDITIONS:

A. Financial Covenants: The Loan Documents will contain such representations, warranties and covenants deemed necessary or advisable by Bank and its counsel, including, without limitation, the following:

Debt Service Coverage Ratio: DCS of no less than 1.50X, calculated annually by using the Local Government half cent sales tax plus the half cent Supplement/INMA revenue divided by annual debt service payment.

Liquidity Maintenance: Not permit the sum of Liquid Assets to fall below \$500,000 at any time, to be measured quarterly based on deposit.

Financial Statement: Borrower is required to provide internally prepared year end financial statement, including annual budget 120 days after fiscal year end as the CPA Audited Financial Statement typically will not be available until 270 days after the fiscal year end (09/30). Statement provided should specify the revenue for Local Government Half-Cent Sales tax and Half-Cent Supplement/INMA.

B. Collateral: Bank must receive a first priority lien on the Collateral identified in Section I. above.

C. Documentation: This commitment letter is only a limited summary of certain points of the transaction. The Loan Documents will contain other of Bank's customary provisions, including, but not limited to, representations and warranties, affirmative covenants, negative covenants, cross-collateralization and cross-default, all of which must be satisfactory to Bank in all respects. Certain due diligence items will also be required by Bank. The obligations of Borrower and Guarantor hereunder may be evidenced by one or more promissory note, loan agreement, guaranty agreement, mortgage, deed of trust, security deed, deed to secure debt, security agreement, assignment of rents, leases and income, and UCC financing statement, as applicable, and such other documents and assurances as Bank may request in order to make the facility in form and content satisfactory to Bank and its counsel.

Non-Exclusive List of Conditions Precedent to Funding: The credit facility is subject to Bank's receipt of and satisfaction, in its sole discretion, with, at a minimum, the following which shall be provided at Borrower's sole cost and expense:

1. All conditions precedent that will be listed in the Loan Documents.
2. No material adverse change (as discussed below) in the condition or operations, financial or otherwise, of Borrower or Guarantor will have occurred.
3. No misrepresentation or material omission shall have been made by Borrower to Bank with respect to its business operations, financial condition, or character, or with respect to the credit facility as contemplated by this letter.
4. The Loan Documents are satisfactory in form and substance to Bank and have been agreed to and executed by Borrower and required third parties.
5. Borrower has provided Bank with acceptable opinions of its counsel as shall have been required by Bank.
6. All mortgages, deeds of trust, security deeds, deeds to secure debt, security agreements, assignments of rents, leases and income, UCC-1 forms and other documents will have been filed so that Bank holds the required lien priority in the Collateral.
7. The organizational documents (including authorizing resolutions) and ownership structure of Borrower and any constituent entities which are members of Borrower have been submitted to and approved by Bank.
8. Borrower, its constituent entities, and any Guarantor have provided to Bank prior to closing their tax identification numbers or social security numbers, as applicable, and satisfactory proof, if applicable, that it (1) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (2) has the power and authority to own its properties and to carry on its business as now being conducted; and (3) is duly qualified or registered to do business in every jurisdiction where the character of its properties or the nature of its activities makes such qualification or registration necessary.

D. Non-Exclusive List of Terms and Conditions To Be Included in Loan Documents: The following terms and conditions, among others, will be included in the Loan Documents, unless otherwise approved in advance by Bank in writing:

1. Borrower will not be permitted to merge into, consolidate with, or acquire the capital stock of any entity without prior consent of Bank.
2. Borrower will not be permitted to make any material changes in its business. Any material changes in the management, ownership or control of Borrower shall require notice to, and the prior consent of, Bank.

3. A default under any credit facility described above will constitute a default under any other indebtedness of Borrower to Bank, and a default under any other indebtedness of Borrower to Bank will constitute a default under any credit facility described above.
4. The Collateral identified above will also secure all other indebtedness of Borrower to Bank.
5. Lender currently provides the following products and services: Online Banking and Information Reporting; Payables Services, including Wire Transfers, ACH transfers and Payment Fraud Deterrence; Receivables Services, including Remote Deposit Capture, Lockbox and Concentration Services; Trade Services, including Letters of Credit, Trade/Document Collections, EXIM Bank Financing, Post-Export Financing, and Foreign Exchange Services. To the extent Borrower has need of or desires such services and to the extent such services continue to be offered by Lender from time to time, Borrower agrees to obtain such services from Lender.
6. Borrower will provide Annual Financial Statements, as soon as available, but no later than 120 days after the end of each fiscal year, Borrower shall deliver to Bank Borrower's year-end financial statements audited by a certified public accountant satisfactory to Bank.

E. Costs, Expenses, Survival of Obligations:

1. All costs and expenses whatsoever in connection with, arising out of or relating to the credit facility, including, without limitation, attorneys' fees, appraisal fees, inspection fees, survey fees, title search or insurance fees, license and permit fees, corporate search fees, lien search fees, filing and recording fees and taxes, duplicating costs, and the like (collectively, the "**Expenses**") shall be payable by the Borrower on demand, whether the transaction contemplated herein closes or not, and, when paid, shall be non-refundable in whole or in part.
2. The obligations described in this section are independent of all other obligations of the Borrower hereunder and shall survive the expiration or termination of this commitment and shall be payable whether or not the financing transactions contemplated by this letter shall close.

F. Laws or Regulations: If, prior to the Closing Date, any law or regulation is enacted that imposes on Bank any (with respect to this financing) potential obligation, fee, liability, loss, claim, cost, expense, or damage that is not contemplated by this letter, the commitment evidenced by this letter may be terminated by Bank in its sole discretion.

G. Non-Assignability of Commitment: The commitment evidenced by this letter shall not be assignable by Borrower.

- H. Termination:** This commitment may be terminated by Bank if (a) there is a change in the structure or ownership of Borrower or any Guarantor; (b) a material adverse change in the condition (financial, business or otherwise) of Borrower, any Guarantor or any Collateral shall occur, in the opinion of Bank; (c) Borrower or any Guarantor or any principal, general partner, manager or member thereof shall file or make or have filed or made against such person a petition in bankruptcy, an assignment for the benefit of creditors or an action for the appointment of a receiver, or shall become insolvent, however evidenced; (d) Borrower or any Guarantor or any principal, general partner, manager or member thereof shall become deceased or mentally incapacitated; (e) any information provided to Bank by Borrower is found to be inaccurate, incomplete or to have been misrepresented; (f) any other debt to Bank of Borrower or any Guarantor or a related entity is in default; (g) any potentially unusual, irregular or suspicious activity is detected with respect to Borrower, Guarantor or their loan, deposit or other accounts or relationships with Bank, or (h) the name (or any derivation thereof) of Borrower or Guarantor or any principal of Borrower or Guarantor appears on a list of suspects issued to financial institutions by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network, the Federal Reserve Board, or any other governmental entity or agency
- I. Accuracy; Litigation:** This letter has been issued in reliance upon the truth and accuracy of all financial and other information furnished to Bank by or on behalf of Borrower and Guarantors. Bank's obligation to close the credit facility and to make disbursements thereunder is expressly conditioned upon the initial and continued accuracy of any statement of facts submitted to Bank in connection with the credit facility. Bank shall have reasonable access to the books and records of the Borrower in order to complete its due diligence investigation. In addition, neither Borrower nor any affiliate of Borrower shall be involved in any litigation threatened or existing against Bank or any affiliate of Bank.
- J. Miscellaneous; Construction of Provisions.** Time is of the essence with respect to the terms of this commitment. This commitment constitutes the full agreement of Bank and no prior dealings, discussions, correspondence or documents will be considered to vary or explain the terms hereof. This commitment may not be amended except by a written agreement signed by an authorized officer of Bank specifically addressing this commitment and any such amendment. All requirements herein will be deemed material to Bank. Except as specified herein, all conditions and requirements must be satisfied by Borrower prior to closing. Whenever this commitment refers to a matter being "satisfactory" to Bank, subject to the Bank's "approval" or similar terminology, such satisfaction or approval will be in Bank's sole and absolute discretion and will only be evidenced by a written notice from Bank specifically addressed to the particular requirement or condition expressing Bank's approval or satisfaction. This letter may be executed in counterparts, each of which, when executed, will be an original and such counterparts together will constitute one and the same instrument. The Loan Documents when executed shall evidence the final commitment to Borrower, and upon said execution, and except for the matters expressly stated as surviving, this letter shall have no further force or effect.

- K. Confidentiality:** Borrower and Bank shall keep the contents of this letter confidential and not disclose it to any third party. Borrower shall not use it or its contents as a representation of Borrower's creditworthiness. No one is entitled to rely on the contents hereof in extending credit to Borrower.
- L. Indemnity:** The Borrower and Guarantors agree to indemnify and hold the Bank harmless from and against all damages, claims, actions, causes of action, losses, costs, expenses, liability, penalties and interest (including attorneys' fees and expenses) directly or indirectly resulting from, occurring in connection with or arising out of (i) any materially inaccurate representation or warranty made by or on behalf of the Borrower to the Bank under this commitment, or (ii) any material breach by the Borrower of any of its obligations under this commitment. In no event shall Bank be liable for indirect, special or consequential damages, including the loss of anticipated profits, which may arise out of or are in any way connected with the issuance of this commitment. This Section is to survive the execution and delivery of the Loan Documents, the closing of the credit facility and the payment of the credit facility in full.
- M. Governing Law:** This commitment and the Loan Documents are to be construed in accordance with and governed by the internal laws of the State of Florida (without regard to conflict of law principles) except as required by mandatory provision of law and except to the extent that the validity and perfection of the Bank's liens, assignments and security interests in the collateral are governed by the laws of any other jurisdiction.
- N. No Third-Party Beneficiary:** No person other than the Borrower or Bank may rely on or enforce this conditional commitment or become a third-party beneficiary thereof.
- O. Bank Counsel:** Borrower agrees that counsel for the Bank represents only Bank and does not represent Borrower in connection with the commitment or the credit facility. Borrower has the right to counsel of its own choosing, and Bank encourages Borrower to obtain legal representation in connection with this commitment and the credit facility.
- P. WAIVER OF JURY TRIAL:** BORROWER AND BANK WILL AGREE, IN THE LOAN DOCUMENTS, TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CONTROVERSY ARISING OUT OF THE CREDIT FACILITY, AND BORROWER WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION WHICH MAY ARISE FROM THIS COMMITMENT.
- Q. Expiration Date:** This commitment shall expire automatically, unless accepted on or before November 26, 2013 ("**Expiration Date**"), or if the Facility is not closed on or before December 31, 2013.

If the foregoing is acceptable, please sign and return a copy of this letter along with any Commitment Fee (if listed in Section I above) to the address set out below, by the Expiration Date set forth in Section II.U. above. The Commitment Fee is non-refundable.

Sincerely,

Darrell Fowler
Relationship Manager
Phone: 850.523.4648
Cell: 850.443.7747
darrell.fowler@regions.com
2000 Capital Circle NE
Tallahassee, FL 32308

The terms of this letter are acknowledged, accepted and agreed upon, effective as of the date of this letter.

BORROWER:

By: _____
Title: _____
Date: _____

EXHIBIT "B"

FORM OF SERIES 2014 NOTE

EXHIBIT B
FORM OF NOTE
\$1,800,000.00
JEFFERSON COUNTY, FLORIDA
PROMISSORY NOTE
SERIES 2014

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
1.84% per annum	January ____, 2021	January ____, 2014

Owner: REGIONS BANK

Principal Amount: ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100
DOLLARS (\$1,800,000.00)

KNOW ALL MEN BY THESE PRESENTS, THAT THE JEFFERSON COUNTY, FLORIDA, a public body corporate and political subdivision duly created and existing under the Constitution and laws of the State of Florida (the "County"), for value received, hereby promises to pay from the sources hereinafter provided, to the order of REGIONS BANK or registered assigns (the "Bank") the Principal Amount identified above along with any accrued and unpaid interest thereon on or before January ____, 2021 (the "Maturity Date") (subject to any right of prior redemption hereinafter mentioned); and to make periodic payments of interest on the principal balance outstanding at the Interest Rate set forth above or as adjusted herein in the amounts set forth on Exhibit A attached hereto based upon a year of 360 days consisting of twelve 30-day months. The Principal of and interest on this Series 2014 Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Owner may designate to the County. Principal and accrued and unpaid interest hereon is payable in arrears the first Business Day of each month in the amounts set forth on Exhibit A attached hereto, with the exception of the final interest payment date which shall occur on the Maturity Date.

Capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement, dated as of January ____, 2014, between the County and the Owner (the "Loan Agreement"), and as provided below.

"Determination of Taxability" shall mean interest on this Series 2014 Note is determined or declared, by the Internal Revenue Service or a court of competent jurisdiction to be includable in the gross income of the Owner for federal income tax purposes under the Code.

This Series 2014 Note is issued to (i) refund the entire aggregate principal amount, accrued interest, if any, and premium of the County's outstanding Promissory Note (Jefferson County Jail), Series 1998 (the "Series 1998 Note"), and (ii) finance or refinance the costs of certain capital improvements of the County, under the authority of and in full compliance with

the Constitution and Statutes of the State of Florida, including particularly Chapter 2003-354, Laws of Florida, as amended, Chapter 189, Florida Statutes, as amended, and other applicable provisions of law, and Resolution No. 2014 – _____, duly adopted by the Board of Commissioners of the County on January _____, 2014 (the “Resolution”), and pursuant to a Loan Agreement between the County and the Bank, dated as of January _____, 2014 (the “Loan Agreement”), to which reference should be made to ascertain those terms and conditions.

This Series 2014 Note is payable from and secured solely by the Pledged Revenues, in the manner provided in, and subject to the terms and conditions of, the Resolution and the Loan Agreement. The Series 2014 Note is secondarily payable and secured by a covenant to budget and appropriate Non-Ad Valorem Revenues.

Upon ten Business Days' prior written notice to the Bank, the County may prepay amounts owing under this Series 2014 Note at any time and from time to time at par plus accrued interest on such prepayment amount to the date of such prepayment. Such prepayment notice shall specify the amount of the prepayment which is to be applied.

Upon the occurrence of a Determination of Taxability, the interest rate on this Series 2014 Note shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the "Adjusted Interest Rate") calculated on the basis of a 360-day year consisting of twelve months of thirty days each, as of and from the date such Determination of Taxability would be applicable with respect to this Series 2014 Note (the "Accrual Date"); and (1) the County shall on the next interest payment date (or if this Series 2014 Note shall have matured, within 30 days after demand by the Owner) hereon pay to the Owner an amount equal to the sum of (A) the difference between (i) the total interest that would have accrued on this Series 2014 Note at the Adjusted Interest Rate from the Accrual Date to such next interest payment date, and (ii) the actual interest paid by the County on this Series 2014 Note from the Accrual Date to such next interest payment date, and (B) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Owner and/or former Owner arising as a result of such Determination of Taxability; and (2) from and after the date of the Determination of Taxability, this Series 2014 Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Series 2014 Note. This adjustment shall survive payment of this Series 2014 Note until such time as the federal statute of limitations under which the interest on this Series 2014 Note could be declared taxable under the Code shall have expired.

If the interest on this Series 2014 Note becomes includable in the gross income of the Owner for federal income tax purposes because of any amendments to existing law which would adversely affect the Owner's after-tax yield, or if the marginal tax rate applicable to the Owner of this Series 2014 Note changes, or if the method changes which is prescribed by federal income tax laws for calculating the alternative minimum tax to which the Owner may be subject, or in the event of any action which would otherwise decrease the after-tax or taxable equivalent yield of the Owner, then the Owner shall have the right to adjust the interest rate with the same after-tax yield as if any such events had not occurred. This adjustment shall survive payments of this Series 2014 Note until such time as the federal statute of limitations under which the interest on this Series 2014 Note could be declared taxable under the Code shall have expired. Notwithstanding anything herein or in the Loan Agreement to the contrary, if the tax exempt

status of the County or this Series 2014 Note is revoked, this Series 2014 Note shall become immediately due and payable unless the Owner of this Series 2014 Note exercises its option to hold this Series 2014 Note at the adjusted interest rate.

Upon the occurrence of an Event of Default under the Loan Agreement, the Owner may declare the entire debt then remaining unpaid hereunder due and payable; and in any such default and acceleration, the County shall also be obligated to pay (but only from the Pledged Revenues) as part of the indebtedness evidenced by this Series 2014 Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay. The Series 2014 Note shall bear interest at the Default Rate (as defined in the Loan Agreement) upon the occurrence and continuance of an Event of Default under the Loan Agreement.

The County has designated this Series 2014 Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code.

The County to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Series 2014 Note is issued pursuant to action of the Board taken on January ____, 2014 and this Note is subject to all the terms and conditions of the Loan Agreement. All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Series 2014 Note as if set forth herein.

This Series 2014 Note is payable solely from and is secured by a senior lien upon and pledge of the "Pledged Revenues" as described in the Loan Agreement. Notwithstanding any other provision of this Series 2014 Note, the County is not and shall not be liable for the payment of the principal of and interest on this Series 2014 Note or otherwise monetarily liable in connection herewith from any property other than the Pledged Revenues.

This Series 2014 Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Clerk and in the manner provided in the Loan Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Series 2014 Note do exist, have happened and have been performed in due time,

form and manner as required by law, and that the issuance of this Series 2014 Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, JEFFERSON COUNTY, FLORIDA has caused this Series 2014 Note to be executed in its name by the manual signature of the Chairperson of its Board of Commissioners as of this ___ day of January, 2014.

JEFFERSON COUNTY, FLORIDA

(SEAL)

By: _____
Kirk Reams, Clerk of Court
of Jefferson County, Florida

EXHIBIT A
Debt Service Schedule
[See Attached]

	Begin Balance	Principal	Interest	Payment	Addl. Payment	End Balance
1		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
2		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
3		\$1,821,100.00	\$0.00	\$11,896.34	\$11,896.34	\$0.00 \$1,821,100.00
4		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
5		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
6		\$1,821,100.00	\$0.00	\$11,896.34	\$11,896.34	\$0.00 \$1,821,100.00
7		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
8		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
9		\$1,821,100.00	\$0.00	\$11,896.34	\$11,896.34	\$0.00 \$1,821,100.00
10		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
11		\$1,821,100.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,821,100.00
12		\$1,821,100.00	\$260,157.00	\$11,896.34	\$272,053.34	\$0.00 \$1,560,943.00
13		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
14		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
15		\$1,560,943.00	\$0.00	\$10,196.86	\$10,196.86	\$0.00 \$1,560,943.00
16		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
17		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
18		\$1,560,943.00	\$0.00	\$10,196.86	\$10,196.86	\$0.00 \$1,560,943.00
19		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
20		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
21		\$1,560,943.00	\$0.00	\$10,196.86	\$10,196.86	\$0.00 \$1,560,943.00
22		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
23		\$1,560,943.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,560,943.00
24		\$1,560,943.00	\$260,157.00	\$10,196.86	\$270,353.86	\$0.00 \$1,300,786.00
25		\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,300,786.00
26		\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,300,786.00
27		\$1,300,786.00	\$0.00	\$8,497.38	\$8,497.38	\$0.00 \$1,300,786.00
28		\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,300,786.00
29		\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00 \$1,300,786.00

30	\$1,300,786.00	\$0.00	\$8,497.38	\$8,497.38	\$0.00	\$1,300,786.00
31	\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300,786.00
32	\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300,786.00
33	\$1,300,786.00	\$0.00	\$8,497.38	\$8,497.38	\$0.00	\$1,300,786.00
34	\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300,786.00
35	\$1,300,786.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,300,786.00
36	\$1,300,786.00	\$260,157.00	\$8,497.38	\$268,654.38	\$0.00	\$1,040,629.00
37	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
38	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
39	\$1,040,629.00	\$0.00	\$6,797.91	\$6,797.91	\$0.00	\$1,040,629.00
40	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
41	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
42	\$1,040,629.00	\$0.00	\$6,797.91	\$6,797.91	\$0.00	\$1,040,629.00
43	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
44	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
45	\$1,040,629.00	\$0.00	\$6,797.91	\$6,797.91	\$0.00	\$1,040,629.00
46	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
47	\$1,040,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040,629.00
48	\$1,040,629.00	\$260,157.00	\$6,797.91	\$266,954.91	\$0.00	\$780,472.00
49	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
50	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
51	\$780,472.00	\$0.00	\$5,098.43	\$5,098.43	\$0.00	\$780,472.00
52	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
53	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
54	\$780,472.00	\$0.00	\$5,098.43	\$5,098.43	\$0.00	\$780,472.00
55	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
56	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
57	\$780,472.00	\$0.00	\$5,098.43	\$5,098.43	\$0.00	\$780,472.00
58	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00
59	\$780,472.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,472.00

60	\$780,472.00	\$260,157.00	\$5,098.43	\$265,255.43	\$0.00	\$520,315.00
61	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
62	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
63	\$520,315.00	\$0.00	\$3,398.96	\$3,398.96	\$0.00	\$520,315.00
64	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
65	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
66	\$520,315.00	\$0.00	\$3,398.96	\$3,398.96	\$0.00	\$520,315.00
67	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
68	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
69	\$520,315.00	\$0.00	\$3,398.96	\$3,398.96	\$0.00	\$520,315.00
70	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
71	\$520,315.00	\$0.00	\$0.00	\$0.00	\$0.00	\$520,315.00
72	\$520,315.00	\$260,157.00	\$3,398.96	\$263,555.96	\$0.00	\$260,158.00
73	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
74	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
75	\$260,158.00	\$0.00	\$1,699.48	\$1,699.48	\$0.00	\$260,158.00
76	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
77	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
78	\$260,158.00	\$0.00	\$1,699.48	\$1,699.48	\$0.00	\$260,158.00
79	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
80	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
81	\$260,158.00	\$0.00	\$1,699.48	\$1,699.48	\$0.00	\$260,158.00
82	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
83	\$260,158.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260,158.00
84	\$260,158.00	\$260,158.00	\$1,699.48	\$261,857.48	\$0.00	\$0.00

EXHIBIT "C"

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

BY AND BETWEEN

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AND

REGIONS BANK

DATED AS OF JANUARY _____, 2014

Relating to

\$1,800,000.00

Jefferson County Clerk

Promissory Note, Series 2014

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITION OF TERMS	
SECTION 1.01	DEFINITIONS.....2
SECTION 1.02	INTERPRETATION.....4
SECTION 1.03	TITLES AND HEADINGS.....4
ARTICLE II REPRESENTATIONS OF BOARD	
SECTION 2.01	POWERS OF THE BOARD.4
SECTION 2.02	AUTHORIZATION OF LOAN.4
SECTION 2.03	AGREEMENTS.....5
SECTION 2.04	LITIGATION, ETC.5
SECTION 2.05	FINANCIAL INFORMATION.....5
ARTICLE III COVENANTS OF THE BOARD	
SECTION 3.01	AFFIRMATIVE COVENANTS.5
SECTION 3.02	NEGATIVE COVENANTS.6
SECTION 3.03	MISCELLANEOUS COVENANTS AND REPRESENTATIONS.6
SECTION 3.04	REGISTRATION AND EXCHANGE OF SERIES 2014 NOTE; PERSONS TREATED AS OWNERS.....6
SECTION 3.05	PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION; COVENANT TO BUDGET AND APPROPRIATE....7
SECTION 3.06	COMPLIANCE WITH TAX REQUIREMENTS.8
SECTION 3.07	BUSINESS DAYS.....8
SECTION 3.08	LIMITED LIABILITY OF BOARD.8
SECTION 3.09	OFFICERS AND EMPLOYEES OF THE BOARD EXEMPT FROM PERSONAL LIABILITY.9

SECTION 3.10 NOTE MUTILATED, DESTROYED, STOLEN OR LOST.....9
SECTION 3.11 REMEDIES OF OWNERS OF SERIES 2014 NOTE.9
SECTION 3.12 {INTENTIONALLY LEFT BLANK}.....9
SECTION 3.13 REPORTING REQUIREMENTS.10

ARTICLE IV
CONDITIONS OF LENDING

SECTION 4.01 REPRESENTATIONS AND WARRANTIES.....10
SECTION 4.02 NO DEFAULT.....10
SECTION 4.03 SUPPORTING DOCUMENTS.....10
SECTION 4.04 BANK QUALIFIED DESIGNATION.....11

ARTICLE V
THE LOAN; BOARD'S OBLIGATION; DESCRIPTION
AND PAYMENT TERMS

SECTION 5.01 THE LOAN.....11
SECTION 5.02 SERIES 2014 NOTE NOT TO BE INDEBTEDNESS OF THE BOARD
OR STATE.....11
SECTION 5.03 DESCRIPTION AND PAYMENT TERMS OF THE SERIES 2014
NOTE.....11
SECTION 5.04 CREATION AND USE OF FUNDS.....11

ARTICLE VI
EVENTS OF DEFAULT

SECTION 6.01 GENERAL.....11
SECTION 6.02 EFFECT OF EVENT OF DEFAULT.12

ARTICLE VII
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 7.01 SUBORDINATED INDEBTEDNESS.....13
SECTION 7.02 ISSUANCE OF ADDITIONAL DEBT.....13

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01	NO WAIVER; CUMULATIVE REMEDIES.	13
SECTION 8.02	AMENDMENTS, CHANGES OR MODIFICATIONS TO THE LOAN AGREEMENT.	13
SECTION 8.03	COUNTERPARTS.	14
SECTION 8.04	SEVERABILITY.	14
SECTION 8.05	TERM OF LOAN AGREEMENT.	14
SECTION 8.06	NOTICES.	14
SECTION 8.07	APPLICABLE LAW.	15
SECTION 8.08	BINDING EFFECT; ASSIGNMENT.	15
SECTION 8.09	NO THIRD PARTY BENEFICIARIES.	15
SECTION 8.10	ATTORNEYS FEES.	15
SECTION 8.11	ENTIRE LOAN AGREEMENT.	15
SECTION 8.12	FURTHER ASSURANCES.	15

EXHIBIT 1- FORM OF COUNTY ATTORNEY OPINION

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Loan Agreement") is made and entered into as of January _____, 2014, by and between **JEFFERSON COUNTY**, and its successors and assigns (the "County"), and **REGIONS BANK**, a Alabama banking corporation, and its successors and assigns, as holder(s) of the hereinafter defined Series 2014 Note (the "Bank").

WHEREAS, the Board of County Commissioners of Jefferson County (the "Board") operates pursuant to 218.369, Florida Statutes, as amended; and

WHEREAS, the Board, on behalf of the County, is a public body corporate and political subdivision created for the purpose of acquiring, owning, improving, operating and maintaining the operations of Jefferson County, Florida; and

WHEREAS, the Bank is willing to make available to the Board is willing to enter into an arrangement pursuant to the terms and provisions of this Loan Agreement for a term loan in an aggregate principal amount not exceeding \$1,800,000 in order to: (i) refund the entire aggregate principal amount, accrued interest, if any, and premium of the County's outstanding Public Improvement Revenue Bond (Jefferson County Jail), Series 1998 (the "Series 1998 Note") and (ii) to provide additional funds for County capital projects; and,

WHEREAS, the Board did, at its meeting held on December 3, 2013, approve the loan commitment received from the Bank (the "Loan Commitment") authorizing, among other things the borrowing by the County of the principal amount of \$1,800,000 (the "Series 2014 Note") for the purpose of providing funds to be financed by the costs of the 2014 Project; and

WHEREAS, the Board hereby determines that it is desirable and in the best interest of the Board to enter into this Loan Agreement whereby the County will borrow funds from the Bank (the "Loan") for the purpose described above and to evidence the obligation of the County to repay such Loan by the issuance and delivery of the Series 2014 Note to the Bank in the aggregate principal amount of the Loan; and

WHEREAS, the Series 2014 Note shall be issued pursuant to the terms and provisions of the Loan Commitment and this Loan Agreement; and

WHEREAS, the Series 2014 Note shall be secured on a senior lien basis by the Pledged Revenues (as defined herein) of the County; and

WHEREAS, the execution and delivery of this Loan Agreement have been duly authorized by the Board.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

**ARTICLE I
DEFINITION OF TERMS**

SECTION 1.01 DEFINITIONS. The words and terms used in this Loan Agreement shall have the meanings as set forth in the recitals above, in the Indenture and in the following definitions:

"Series 2014 Note" means collectively, (i) the refunding of the Series 1998 Note Promissory Note and (ii) the additional County capital project funds of approximately \$250,000 pursuant to the Promissory Note attached hereto as Exhibit "A";

"Act" means, Chapter 218, Florida Statutes, and other applicable provisions of law.

"Additional Debt" means obligations issued at any time under the provisions of Section 7.02 hereof on a parity with the Series 2014 Note.

"Annual Debt Service" means the amount of principal of, and interest on, all debt obligations of the County due in any fiscal year.

"Bank" means Regions Bank, and its successors and assigns.

"Board" means the Board of County Commissioners, and any successors thereto.

"Business Day" means any day except any Saturday or Sunday or day on which the Bank is lawfully closed.

"Clerk" means Clerk of Courts of Jefferson County, Florida.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Costs" means, (1) Costs of refinancing the Series 1998 Note; (2) all interest due to be paid on the Series 2014 Note and other obligations of the 2014 Note; (3) legal and other consultant fees and expenses; (4) costs and expenses of the financing, including audits, fees and expenses of any paying agent, trustee or depository; (5) payments, when due (whether at the maturity of the principal or the due date of interest or upon redemption) on any indebtedness incurred for the Series 2014 Note; and, (6) any other costs properly attributable to the issuance of indebtedness which finances the Series 2014 Note, as determined by generally accepted accounting principles applicable to the Jefferson County Jail, and shall include reimbursement to the County for any such items of Cost heretofore paid by the County.

"Default Rate" shall mean the per annum rate applicable to the Series 2014 Note upon the occurrence and continuance of an Event of Default under this Agreement, which rate shall be equal to a fixed interest rate of 18% per annum on the Series 2014 Note.

"Event of Default" shall mean an event of default specified in Article VI of this Loan Agreement.

"Fiscal Year" shall mean the fiscal year of the County.

"Loan" shall mean the outstanding principal amount of the Series 2014 Note issued hereunder.

"Loan Agreement" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Loan Commitment" means the Loan Commitment received from the Bank.

"Loan Documents" means this Loan Agreement, the Resolution, the Series 2014 Note and any other documents, certificates and opinions delivered in connection with the issuance of the Series 2014 Note.

"Maximum Annual Debt Service" means the largest aggregate amount of annual debt service becoming due in which the Series 2014 Note remains outstanding.

"Non-Ad Valorem Revenues" means all revenues of the Clerk not derived from ad valorem taxation, and which are lawfully available to be used to pay debt service on the Series 2014 Note.

"Original Purchaser" means Regions Bank.

"Outstanding Debt" means all debt obligations, including the Series 2014 Note, of the County which remain outstanding.

"Owner" or **"Owners"** means the Person or Persons in whose name the Series 2014 Note shall be registered on the books of the Clerk kept for that purpose in accordance with provisions of this Loan Agreement.

"Pari-Mutuel" shall mean the amount of pari-mutuel tax revenues distributed from the Pari-Mutuel Tax Collection Trust Fund to the Issuer pursuant to Chapters 550 and 551, Florida Statutes.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean all revenues of County received by the County and deposited into the County's Revenue Fund, as to the (i) Pari-Mutuel and (ii) Sales Tax Revenues.

"Resolution" means the Board's Resolution No. 2014, adopted on January _____, 2014, authorizing the execution of this Loan Agreement and the issuance and execution of the Series 2014 Note.

"Sales Tax Revenues" shall mean the amount of the local government half-cent sales tax distributed by the State from the Local Government Half-Cent Sales Tax Clearing Trust Fund to the County pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

"Sinking Fund" means the Sinking Fund created pursuant to Section 5.04 hereof.

"State" means the State of Florida.

"Trustee" shall mean any banking corporation, association or trust company authorized under Florida law to perform trust services.

SECTION 1.02 INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

SECTION 1.03 TITLES AND HEADINGS. The titles and headings of the articles and sections of this Loan Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Loan Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II REPRESENTATIONS OF BOARD

The Board represents and warrants to the Bank that:

SECTION 2.01 POWERS OF BOARD. The Board is a public body corporate and political subdivision created for the purpose of acquiring, owning, improving, operating and maintaining facilities in Jefferson County, Florida and is duly organized and validly existing under the laws of the State. The Board has the power to borrow the amount provided for in this Loan Agreement, to execute and deliver the Loan Documents, to secure the Series 2014 Note in the manner contemplated hereby and to perform and observe all the terms and conditions of the Series 2014 Note and this Loan Agreement on its part to be performed and observed. The Board may lawfully issue the Series 2014 Note.

SECTION 2.02 AUTHORIZATION OF LOAN. The Board has, had or will have, as the case may be, full legal right, power, and authority to execute and deliver this Loan Agreement, to issue, sell, and deliver the Series 2014 Note to the Bank, and to carry out and consummate all other transactions contemplated hereby, and the Board has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Board, by the Resolution, has duly authorized the borrowing of the amount provided for in this Loan Agreement, the execution and delivery of this Loan Agreement, and the making and delivery of the Series 2014 Note to the Bank provided for in this Loan Agreement and to that end the Board warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Series 2014 Note. The Board has duly authorized the execution, delivery, and performance of the Series 2014 Note and this Loan Agreement and the taking of any and all other such action as may be required on the part of the Board to carry out, give effect

to and consummate the transactions contemplated by this Loan Agreement. The Series 2014 Note has been duly authorized, executed, issued and delivered to the Bank and constitutes a legal, valid and binding obligation of the Board enforceable in accordance with its terms and the terms hereof, and is entitled to the benefits and security of this Loan Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2014 Note or the execution and delivery of or the performance by the Board of its obligations under this Loan Agreement and the Series 2014 Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

SECTION 2.03 AGREEMENTS. The making and performing by the Board of this Loan Agreement will not violate any provision of the Act, or any bond or resolution of the Board or County, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the Board or County is a party or by which the Board or County is bound.

SECTION 2.04 LITIGATION, ETC. There are no legal, regulatory or other actions or proceedings pending against the Board or County, or affecting the Board or County, or to the knowledge of the Board, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the County, or which questions the validity of this Loan Agreement or the Series 2014 Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby. The Board or County is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound.

SECTION 2.05 FINANCIAL INFORMATION. The financial information regarding the County furnished to the Bank by the Clerk in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the County from that presented in such information.

ARTICLE III COVENANTS OF THE BOARD

SECTION 3.01 AFFIRMATIVE COVENANTS. The Board covenants, for so long as any of the principal amount of or interest on the Series 2014 Note is outstanding and unpaid or any duty or obligation of the Board hereunder or under the Series 2014 Note remains unpaid or unperformed, as follows:

(a) The Board shall duly and punctually pay the principal of the Series 2014 Note and the interest thereon at the dates and place and in the manner (and subject to the limitations) provided herein and in the Series 2014 Note according to the true intent and meaning thereof

(b) Proceeds from the Series 2014 Note will be used only to fund the Refinance of the Series 1998 Bonds and costs of their financing, and for other legitimate governmental purposes.

(c) The Clerk shall within ten (10) days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Clerk of all relevant facts and the action being taken or proposed to be taken by the Board with respect thereto.

(d) The Board will take all reasonable legal action within its control in order to maintain its existence until all amounts due and owing from the County to the Bank under the Loan Documents have been paid in full.

(e) The Clerk and Board agree that any and all records of the Clerk or Board with respect to the Series 2014 Note and/or the Loan Documents shall be open to inspection by the Bank or its representatives at all reasonable times at the offices the Clerk.

SECTION 3.02 NEGATIVE COVENANTS. The County covenants, for so long as any of the principal amount of or interest on the Series 2014 Note is outstanding and unpaid or any obligations of the County under any of the Loan Documents remain unpaid or unperformed, that:

(a) The Board shall not alter, amend or repeal the Resolution, or take any action impairing the authority thereby or hereby given with respect to the issuance and payment of the Series 2014 Note, without prior written approval of the Owner of the Series 2014 Note.

SECTION 3.03 MISCELLANEOUS COVENANTS & REPRESENTATIONS.

(a) The Clerk shall promptly inform the Bank of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the County.

(b) The County is, to the best of its knowledge in compliance with, and the Clerk and Board shall continue to comply with all applicable federal, state and local laws and regulatory requirements the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the County or its ability to comply with the terms and conditions of this Agreement and the Series 2014 Note.

(c) In the event the Series 2014 Note or this Loan Agreement should be subject to the excise tax on documents or the intangible personal property tax of the State, the Clerk shall pay such taxes or reimburse the Bank for any such taxes paid by it.

SECTION 3.04 REGISTRATION AND EXCHANGE OF SERIES 2014 NOTE; PERSONS TREATED AS OWNERS. So long as the Series 2014 Note shall remain unpaid, the Clerk will keep books for the registration and transfer of the Series 2014 Note. The Series 2014 Note shall be transferable only upon such registration books. The Clerk will transfer the registration of a Series 2014 Note upon written request of the Owner specifying the name, address and taxpayer identification number of the transferee.

The Person in whose name the Series 2014 Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Series 2014 Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2014 Note to the extent of the sum or sums so paid.

SECTION 3.05 PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION; COVENANT TO BUDGET AND APPROPRIATE. The Board promises that it will promptly pay the principal of and interest on the Series 2014 Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of and interest on the Series 2014 Note is payable solely from the Pledged Revenues and nothing in the Series 2014 Note or this Loan Agreement shall be construed as pledging any other funds or assets of the County to such payment or as authorizing such payment to be made from any other source. The Clerk or Board is not and shall not be liable for the payment of the principal of and interest on the Series 2014 Note or for the performance of any pledge, obligation or agreement for payment undertaken by the Clerk or Board hereunder or under the Series 2014 Note from any property other than the Pledged Revenues. No Owner of any of the Series 2014 Note shall have any right to resort to legal or equitable action to require or compel the Clerk or Board to make any payment required by the Series 2014 Note or this Loan Agreement from any source other than the Pledged Revenues.

The payments of principal of and interest on the Series 2014 Note shall be secured by an irrevocable first lien on the Pledged Revenues, and the Board does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of and interest on the Series 2014 Note.

Subject to the next paragraph, and only to the extent that Pledged Revenues are not sufficient to pay principal of and interest on the Series 2014 Note, the Board covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Series 2014 Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Board to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues other than Pledged Revenues shall be in effect until such monies are budgeted and appropriated. The Board further acknowledges and agrees that the obligation of the Board to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues other than Pledged Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues other than Pledged Revenues, nor does it preclude the Board from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Board to levy and collect any particular Non-Ad Valorem Revenues, nor does it give any holder of the Series 2014 Note a prior claim on the Non-Ad Valorem Revenues other than Pledged Revenues as opposed to claims of general creditors of the County. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a

pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that any obligation of the County hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the County. Notwithstanding any provisions of this Resolution or the Series 2014 Note to the contrary, the Board shall never be obligated to maintain or continue any of the activities of the County which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Resolution nor the obligation of the County hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the County, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County.

SECTION 3.06 COMPLIANCE WITH TAX REQUIREMENTS. The Board hereby covenants and agrees, for the benefit of the Owners from time to time of the Series 2014 Note, to comply with the requirements applicable to it contained in the Code to the extent necessary to preserve the exclusion of interest on the Series 2014 Note from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Board covenants and agrees:

(a) to refrain from using proceeds of the Series 2014 Note in a manner that would cause the Series 2014 Note to be classified as a private activity bond under Section 141(a) of the Code; and

(b) to refrain from taking any action or omitting to take any action if such action or omission would cause the Series 2014 Note to become an arbitrage bond under Section 103(b) and Section 148 of the Code.

The Board understands that the foregoing covenants impose continuing obligations on the Board to comply with the requirements of the Code so long as such requirements are applicable.

SECTION 3.07 BUSINESS DAYS. In any case where the due date of interest on or principal of the Series 2014 Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 3.08 LIMITED LIABILITY OF CLERK OR COUNTY. It is hereby expressly made a condition of this Loan Agreement and of the Series 2014 Note that any agreements or representations herein or therein contained or contained in the documents and instruments executed in connection therewith do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the County and in the event of a breach of any agreement, covenant or representation, no personal or pecuniary liability or charge payable directly or indirectly from any funds of the County other than those pledged hereunder shall arise therefrom. Nothing contained in this Section 3.08, however, shall relieve

the Clerk or Board from the observance and performance of the several covenants and agreements on its part herein contained.

SECTION 3.09 OFFICERS AND EMPLOYEES OF THE CLERK OR BOARD EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Loan Agreement or the Series 2014 Note or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any member of the Board, or any officer, agent or employee, as such, of the Board past, present or future, it being expressly understood (a) that the obligation of the Board under this Loan Agreement and under the Series 2014 Note is solely a corporate one, limited as provided in the preceding Section 3.08, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the member of the Board, or the officers, agents, or employees, as such, of the Board, the Clerk, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such member of the Board of Commissioners, and every officer, agent, or employee, as such, of the Board under or by reason of the obligations, covenants or agreements contained in this Loan Agreement and under the Series 2014 Note, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Loan Agreement and the issuance of the Series 2014 Note on the part of the Board.

SECTION 3.10 NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2014 Note shall become mutilated, or be destroyed, stolen or lost, the Clerk shall issue and deliver a new Series 2014 Note of like tenor as the Series 2014 Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Series 2014 Note destroyed, stolen or lost and upon the Owner furnishing the Clerk proof of ownership thereof and indemnity reasonably satisfactory to the Clerk and complying with such other reasonable regulations and conditions as the Clerk may prescribe and paying such expenses as the Clerk may incur. The Series 2014 Note so surrendered shall be canceled.

SECTION 3.11 REMEDIES OF OWNERS OF SERIES 2014 NOTE. Should the County default in any obligation created by this Loan Agreement or the Series 2014 Note, the Owner of the Series 2014 Note may, in addition to any other remedies set forth in this Loan Agreement or the Series 2014 Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Loan Agreement, and may enforce and compel the performance of all duties required by this Loan Agreement, or by any applicable statutes to be performed by the Clerk or Board, or by any officer thereof.

SECTION 3.12 COVERAGE RATIO.

(a) County shall have unrestricted and temporarily restricted cash and investments of at least \$500,000, to be tested semi-annually every May 1 and November 1.

(b) For so long as the Series 2014 Note is due and payable, the Board shall not in any Fiscal Year during which the Series 2014 Note is outstanding, permit its ratio of: (i) Annual

Pledged Revenues divided by the annual debt service of the Series 2014 Note before 1.50.. Such ratio shall be calculated annually based upon the annual audited financial statements of the Board. For federal income tax purposes, the County shall not be required to maintain the ratio set forth in this Section 3.12(b) between annual measurement periods.

SECTION 3.13 REPORTING REQUIREMENTS. So long as the Series 2014 Note is outstanding, the Clerk shall submit to the Owner of the Series 2014 Note the following:

(a) Annually, within One hundred twenty (120) days following its adoption, the annual budget.

(b) Annually, within two hundred seventy (270) days following the end of the Board's Fiscal Year, the Board's Comprehensive Annual Financial Report (CAFR); provided, however, if not already contained in such CAFR, the Clerk shall also provide, (i) a consolidated and consolidating balance sheet and income statement for the Board prepared in accordance with general accepted accounting principles on an audited basis by an independent certified public accountant, including statement of financial conditions, income, cash flows and changes in net assets, and (ii) a management letter from the certified public accountant and the Board's response (if any), and (iii) such statements shall specify the revenue from the Pledged Revenues.

(c) Upon written request, any other information the Bank may reasonably request.

ARTICLE IV CONDITIONS OF LENDING

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

SECTION 4.01 REPRESENTATIONS AND WARRANTIES. The representations and warranties set forth in the Loan Documents are and shall be true and correct to the best of the Clerk and Board's knowledge on and as of the date hereof.

SECTION 4.02 NO DEFAULT. On the date hereof, the County shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

SECTION 4.03 DOCUMENTATION On or prior to the date hereof, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Series 2014 Note by the Bank):

(a) Such additional supporting documents as the Bank may reasonably request, including but not limited to the Issuer Opinion Letter attached hereto as Exhibit "1".

SECTION 4.04 BANK QUALIFIED DESIGNATION. The Clerk and Board shall have designated the Series 2014 Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code.

**ARTICLE V
THE LOAN; CLERK /BOARD'S OBLIGATION; DESCRIPTION
AND PAYMENT TERMS**

SECTION 5.01 THE LOAN. The Bank hereby agrees to loan to the County the cumulative aggregate amount of \$1,800,000.00 to be evidenced by the Series 2014 Note, to provide funds to refinance the Series 1998 Bonds and additional funds upon the terms and conditions set forth in this Agreement. The County agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in the Loan Documents.

SECTION 5.02 SERIES 2014 NOTE NOT TO BE INDEBTEDNESS OF THE CLERK/BOARD OR STATE. The Series 2014 Note, when delivered by the Clerk pursuant to the terms of this Loan Agreement, shall not be or constitute a general obligation or indebtedness of the Clerk or Board, or the State, or any political subdivision of the State, within the meaning of any Constitutional, statutory or other limitation of indebtedness, but shall be a special obligation payable solely as herein provided. No Owner of the Series 2014 Note shall ever have the right to compel the exercise of the ad valorem taxing power, if any, of the County to pay the Series 2014 Note or the interest thereon. Any agreements or representations herein or contained in any Loan Document do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the County, and in the event of a breach of any agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from any revenues of the County other than the Pledged Revenues shall arise therefrom.

SECTION 5.03 DESCRIPTION AND PAYMENT TERMS OF THE SERIES 2014 NOTE. To evidence the Loan, the Clerk shall issue and deliver to the Bank the Series 2014 Note in the form attached as Exhibit "B" to the Resolution. The parties agree to the terms of the Series 2014 Note as provided in Exhibit A hereto.

SECTION 5.04 CREATION AND USE OF FUNDS.

(a) The Clerk /Board hereby create and establish a Series 2014 Note which shall be maintained on the books of the County as a separate account (but need not be maintained as a separate bank or deposit account).

**ARTICLE VI
EVENTS OF DEFAULT**

SECTION 6.01 GENERAL. An "Event of Default" shall be deemed to have occurred under this Loan Agreement if:

(a) The Clerk shall fail to make any payment of the principal of or interest on the Series 2014 Note when the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank as provided for in Section 6.02 hereof, or otherwise; or

(b) The County shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Clerk by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.01(c) of this Loan Agreement, whichever is earlier, or;

(c) Any representation or warranty made in writing by or on behalf of the Clerk in any Loan Document shall prove to have been false or incorrect in any material adverse respect on the date made or reaffirmed; or

(d) The Clerk or Board admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself, or;

(e) The County is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the County, or an order, judgment or decree Board, a receiver or trustee of the County or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof, or;

(f) The County shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State, or;

(g) The County shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of Regions Bank or a subsidiary or affiliate of the Bank's parent company, or;

(h) A judgment or order shall be rendered against the County for the payment of money and such judgment or order shall continue unsatisfied or un-stayed for a period of more than thirty (30) days if the same could reasonably be expected to have a material and adverse impact on the ability of the County to satisfy its obligations hereunder.

SECTION 6.02 EFFECT OF EVENT OF DEFAULT. Except as otherwise provided in the Series 2014 Note, upon the occurrence of any Event of Default, the Bank may declare all obligations of the County under the Loan Documents to be due and payable without further action of any kind and upon such declaration the Series 2014 Note and the interest accrued thereon shall become due and payable. In addition, and regardless whether such declaration is or is not made, the Bank may also seek enforcement of and exercise all remedies available to it under any applicable law. Prior to acceleration of the Series 2014 Note, the Bank shall send written notice to the Clerk, but failure to send such notice shall not preclude the

effective acceleration of the Series 2014 Note. Upon the occurrence and continuance of an Event of Default under this Agreement, the Series 2014 Note shall bear interest at the Default Rate.

**ARTICLE VII
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS**

SECTION 7.01 SUBORDINATED INDEBTEDNESS. The Board will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Series 2014 Note and the interest thereon. The Board may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Revenues and which may be secured by a pledge of Pledged Revenues; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Revenues created by the Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the County to issue Subordinated Indebtedness. The Board shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Debt may be issued under the provisions of Section 7.02 hereof. The Board agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 7.02 ISSUANCE OF ADDITIONAL DEBT. No Additional Debt, payable on a parity with the Series 2014 Note then outstanding pursuant to the Resolution, shall be issued except upon the conditions and in the manner herein provided. The Board may issue one or more series of Additional Debt for the purpose of refunding the Series 2014 Note, or for such other purposes permitted by this Resolution.

No such Additional Debt shall be issued unless the Bank shall, prior to the issuance of such Additional Debt, consent in writing to the issuance of such Additional Debt. Such consent may be subject to such additional requirements or conditions that the Bank may reasonably request.

**ARTICLE VIII
MISCELLANEOUS**

SECTION 8.01 NO WAIVER; CUMULATIVE REMEDIES. No failure or delay on the part of the Bank in exercising any right, power, remedy hereunder or under the Series 2014 Note shall operate as a waiver of the Bank's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

SECTION 8.02 AMENDMENTS, CHANGES OR MODIFICATIONS TO THE LOAN AGREEMENT. This Loan Agreement shall not be amended, changed or

modified without the prior written consent of the Owner of the Series 2014 Note and the Clerk. The Clerk agrees to pay all of the Bank's costs and reasonable attorneys' fees incurred in modifying and/or amending this Loan Agreement at the Clerk's request or behest.

SECTION 8.03 COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Loan Agreement, and, in making proof of this Loan Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 8.04 SEVERABILITY. If any clause, provision or section of this Loan Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Loan Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 8.05 TERM OF LOAN AGREEMENT. Except as otherwise specified in this Loan Agreement, this Loan Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Clerk connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Series 2014 Note is outstanding.

SECTION 8.06 NOTICES. All notices, requests, demands and other communications which are required or may be given under this Loan Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent by overnight common carrier service; and five (5) days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the Clerk /Board: Jefferson County Clerk /Board
1 Courthouse Circle
Monticello, Florida 32344
Attn: Kirk Reams, Clerk

If to the Bank: Regions Bank
2000 Capital Circle N.E.
Tallahassee, Florida 32308
Attn: Darrell Fowler

With copy to: Broad and Cassel
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301
Attn: Frank P. Rainer

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 8.06.

SECTION 8.07 APPLICABLE LAW. This Loan Agreement shall be construed pursuant to and governed by the substantive laws of the State.

SECTION 8.08 BINDING EFFECT; ASSIGNMENT. This Loan Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The County shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Bank.

SECTION 8.09 NO THIRD PARTY BENEFICIARIES. It is the intent and agreement of the parties hereto that this Loan Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

SECTION 8.10 ATTORNEYS FEES. To the extent legally permissible, the Clerk /Board and the Bank agree that in any suit, action or proceeding brought in connection with this Loan Agreement, the Series 2014 Note, or the Resolution (including any appeal(s)), the prevailing party shall be entitled to recover costs and attorneys' fees from the other party.

SECTION 8.11 ENTIRE LOAN AGREEMENT. Except as otherwise expressly provided, this Loan Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 8.12 FURTHER ASSURANCES. The parties to this Loan Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Loan Agreement.

The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any claim. This provision is a material inducement for the parties entering into this Loan Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Loan Agreement to be effective between them as of the date of first set forth above.

JEFFERSON COUNTY BOARD

(SEAL)

By: _____
Kirk Reams, Clerk of Court

ATTEST:

By: _____

REGIONS BANK

By: _____
Darrell Fowler, Vice President

Exhibit "1"

January ____, 2014

Members of the Board of Commissioners of
Jefferson County Board of County
Commissioners
1 Courthouse Circle
Monticello, Florida 32344

Re: \$_____ Jefferson County Clerk Promissory Note, Series 2014 (the
"Series 2014 Note")

Ladies and Gentlemen:

I have served as counsel to the Jefferson County Board of County Commissioners (the "Issuer") in connection with the authorization and delivery of the above-captioned Series 2014 Note which was issued by the Issuer pursuant to that certain Resolution No. _____, duly adopted by the Issuer on _____ (the "Resolution"). The Series 2014 Note is being issued for the purposes of refinancing the Series 1998 Note more particularly described in the Resolution and to provide general operating funds. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Resolution.

In rendering the opinions set forth herein, I have reviewed the Constitution and the laws of the State of Florida and such other documents and certificates that I have deemed necessary as a basis for the opinions set forth herein.

Based upon the foregoing, I am of the opinion that:

1. The Issuer is a public body corporation and political subdivision, validly existing under the Constitution and laws of the State of Florida (the "State"), including, in particular, Chapter _____, Laws of Florida and Chapter _____, Florida Statutes, and has all requisite power and authority to: (a) adopt the Resolution and to perform its obligations under the Resolution and the Series 2014 Note; (b) issue, sell, execute and deliver the Series 2014 Note to the purchaser thereof; and (c) grant a lien on Pledged Revenues and, subject to the insufficiency of such Pledged Revenues, covenant to budget and appropriate from Non-Ad Valorem Revenues (as defined in the Resolution) to secure the Series 2014 Note in the manner contemplated by the Resolution.
2. The Resolution has been duly adopted, and the Resolution, Loan Agreement and the Series 2014 Note have been duly executed and delivered by the Issuer, and the Resolution, Loan Agreement and the Series 2014 Note are in full force and effect and constitute valid and binding contracts of the Issuer, enforceable in accordance with their respective term, except to the extent

that the enforceability thereof may be limited by applicable bankruptcy laws or other laws affecting creditors' rights and to the exercise of judicial discretion.

3. There are no actions, proceedings or investigations pending or, to the best of my knowledge, threatened against or affecting the Issuer in any court or before any governmental authority or body, arbitration board or tribunal: (a) restraining or enjoining the authorization, execution or delivery of the Resolution or the Series 2014 Note; (b) affecting in any way the right or authority of the Issuer to (i) adopt the Resolution and to pledge the Pledged Revenues, and (ii) pay the Series 2014 Note or interest thereon; (c) in any manner affecting the proceedings and authority for the authorization or delivery of the Series 2014 Note; or (d) affecting directly or indirectly (i) the validity of the Resolution or the Series 2014 Note, (ii) any provisions made or authorized for the payment of the Series 2014 Note, (iii) the existence of the Issuer, or (iv) the title of the present commissioners and officers of the Issuer. None of the proceedings relating to adoption of the Resolution or for the issuance and delivery of the Series 2014 Note has been repealed, revoked, rescinded or limited in any way since the adoption of the Resolution.

4. The execute and delivery of the Resolution, the Loan Agreement and the Series 2014 Note and the adoption of the Resolution and compliance by the Issuer with the provisions contained therein, and the consummation of the transactions contemplated thereby do not and will not, to the best of my knowledge, conflict with or constitute on the part of the Issuer a violation of, breach of or default under any agreement, judgment, decree, indenture, note, or other instrument to which the Issuer is now a party or by which the Issuer of any of its property or assets is bound or otherwise subject.

5. To the best of my knowledge, all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any manner which would constitute a condition precedent to the performance of the Issuer of its obligations under the Series 2014 Note, the Loan Agreement or the Resolution have been obtained and are in full force and effect.

Notwithstanding the matters set forth in this letter, no opinions or representations are being made by undersigned with respect to any tax or securities laws or the applicability or impact of such laws on the Resolution, the Loan Agreement, the Series 2014 Note and any other documents executed by the Issuer in furtherance of the transactions contemplated by such instruments and no person has the right to rely on this opinion in relation to any matters relating to tax or securities laws.

The opinions set forth herein are expressly limited to, and we opine only with respect to, the laws of the State of Florida. The opinions set forth herein are for the benefit of the addressees set forth above and may not be relied on by any other person or entity without my prior, written authorization.

Sincerely,

Thomas Buckingham Bird, Esq.

**ITEM 6(a): CHANGE ORDER FOR JCFR FIRE
STATION**



January 15, 2014

Mr. Parrish Barwick
County Coordinator
Jefferson County Board of County Commissioners
450 W. Walnut Street
Monticello, FL 32344

**Re: Jefferson Co Fire Station – Proposed Change Order #1
Preble-Rish, Inc. Project No. 751.013**

Dear Mr. Barwick:

We would like to notify you that we have encountered an issue that needs additional funding to resolve. There is an old pipe that runs underneath the proposed building that needs to be abandoned. Given the location and depth of this pipe, the most efficient way to abandon the pipe is to fill it with “flowable fill,” which is a very liquid type of concrete. We have performed this type of abandonment in similar situations in the past.

The cost to abandon the pipe in place, as described above, is \$3,764.00. We have calculated that approximately 25 CY of flowable fill will be needed to fill the void. This cost covers labor, equipment, and materials necessary to perform the work.

We have looked into physical removal of the pipe, and we believe that physical removal will be a more expensive option to perform. We believe this based on the depth of the pipe, meaning that there will be a large volume of earthwork to perform to access the existing pipe. Another factor that would increase the cost would be the tedious compaction and testing requirements of the backfill once the soils below the foundation have been disturbed. Taking all of this into consideration, I believe the physical removal of the pipe will be more than 3 times the cost of abandoning in place.

Based on the information above, I am recommending that the County proceed with the option of abandoning the pipe in place by using flowable fill at an additional cost of \$3,764.00. I have reviewed the options and unit costs of the options and I believe that this option is the most efficient and effective.

If you have any questions, please let me know!

Sincerely,

PREBLE-RISH, INC.

Alan Wise, P.E.
Senior Project Manager

187 EAST WALNUT STREET, MONTICELLO, FL 32344 P (850) 997-2175

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