

### BOARD OF COUNTY COMMISSIONERS

#### THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Benjamin "Benny"
Bishop
District 1

**Eugene Hall**District 2,Vice-Chair

Hines F. Boyd

**Betsy Barfield** 

Stephen Walker

District 3

District 4

District 5, Chair

Regular Session Agenda November 15, 2016 at the Courthouse Annex 435 W. Walnut St. Monticello, FL 32344

- 1. 6 PM Call to Order, Invocation, Pledge of Allegiance
- 2. Public Announcements, Presentations, & Awards
- 3. Consent Agenda
  - a) Approval of Agenda
  - b) Minutes of November 1, 2016 Regular Session
  - c) CDBG Housing Change Order
  - d) General/Transportation Fund Vouchers
  - e) Bishop Lease Agreement
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)
- 5. General Business
  - a) BOCC Meeting Time Change Request Chair Walker
  - b) Christmas Gift Certificates Parrish Barwick/Kirk Reams
  - c) Enforcement of Planning Commission Attendance Policy Comm. Boyd
- 6. PUBLIC HEARING: CDBG ECONOMIC DEV. APPLICATION (2<sup>ND</sup> PUBLIC HEARING)
- 7. County Coordinator
- 8. Commissioner Discussion Items
- 9. 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.

## ITEM 3 CONSENT AGENDA ITEMS

#### PageBQARD OF COUNTY COMMISSIONERS MINUTE BOOK 23, PAGE \_\_\_\_\_

### JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS Regular Session November 1, 2016

The Board met this date in regular session. Present were Chairman Stephen Walker, Commissioners Betsy Barfield, Benjamin "Benny" Bishop, Hines Boyd and Gene Hall. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Chief Deputy Clerk Tyler McNeill.

- 1. Commissioner Bishop led the invocation and pledge of allegiance.
- 2. Ann Holt, with Main Street, presented the Board members with a signed copy of her most recent book.
- 3. City Councilman Troy Avera informed the Board of upcoming events related to Veterans Day, including a luncheon, parade and breakfast.
- 4. County Coordinator Parrish Barwick stated that, per statutes, the new Commissioners could not be put in place until November 22<sup>nd</sup>. Commissioner Barfield suggested that the new Commissioners attend the next Board meeting on November 15<sup>th</sup> but be sworn in at the first December meeting.
- 5. Chairman Walker discussed pulling the public hearing because it was advertised tonight. Commissioner Walker requested pulling item c (Florida Rural Economic Development Association Support Resolution) for discussion. Bruce Ballister with the Apalachee Regional Planning Council stated that the public hearing was advertised for tonight for public input but he would be happy to discuss this item during this meeting. On motion by Commissioner Barfield, seconded by Commissioner Bishop and unanimously carried, the Board approved the consent agenda as amended.
- 6. Citizen Phil Calandra requested the minutes and agendas be updated on the website.
- 7. Dick Bailar, on behalf of the Legislative Committee, requested the Board's legislative priorities. The Board discussed the health department facility, and Mr. Bailar noted it was the 5<sup>th</sup> most important in whole state to be remodeled or replaced. On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the Board approved the base funding priorities with the health facility moved to the top of the list.
- 8. Commissioner Hall introduced the Rocky Branch Road resurface request. City Manager Steve Wingate stated they received SCOP funding to repair Mamie Scott Drive but had no funding for Rocky Branch. He requested any help the County could provide. Commissioner Hall stated the road would cost about \$34,000. County Coordinator Barwick stated the money was not budgeted and requested money be taken from contingency fund. Commissioner Hall made a motion to pave Rocky Branch Road, to which Commissioner Boyd seconded for discussion. Citizen Phil Calandra stated that if the city and county wanted to work together, the process should be formalized. Commissioner Barfield stated she was

not in favor of the county funding the Rocky Ranch Road paving project. Citizen Paul Henry stated that other counties pave city connector roads but then take control of them. Commissioner Boyd stated this was a reasonable request considering the practices of the Board the last few years. Commissioner Barfield requested the motion be amended to petition any money left over from the SCOP project on Mamie Scott be transferred to the work performed on Rocky Branch. City Manager Steve Wingate stated the state will not let you move funds to another road. Commissioner Barfield inquired about liability issues. County Attorney Buck Bird stated the County could enter into an inter-local agreement and have the County set an amount they are providing towards the project. **The motion carried 4 to 1 (Barfield opposed).** 

- 9. Solid Waste Director and Code Enforcement Officer Beth Letchworth stated the Board was set to transition from a code enforcement board to a special magistrate. Attorney Scott Shirley fielded question from the Board and further discussed the process. He stated a contract for the magistrate would be approved by the Board, but that the County Coordinator would advertise and select the magistrate. On motion by Commissioner Boyd, seconded by Commissioner Hall and unanimously carried, the Board approved moving forward with a public hearing on this item.
- 10. Commissioner Boyd introduced the Glen Bishop Enterprises item and stated he was encouraged after a recent site visit. He noted that a lease was provided in the packet but it had not yet been completed. He recommended one change that the option to purchase the building goes away if the tenant ever defaults. Attorney Bird stated the term was initially set at 7 years and the Board needed to decide to either leave the term at 7 years or if they would allow a month-to-month lease. Commissioner Boyd recommended the Board leave it as a 7-year lease and leave it up to Glen Bishop to decide how payments are made. Commissioner Barfield stated her desire to go over aspects of the contract and have Attorney Bird present to Mr. Bishop to sign by November 15th. Commissioner Barfield made a motion to amortize the back rent amount. The motion died for lack of a second. The consensus of the Board was to add the back rent owed to the end of the 7 year term. The start date of the lease was discussed. Attorney Bird stated the note was taken out in July. Commissioner Barfield stated that the County used its money since February so the beginning of the lease should be February. The consensus of the Board was to list the 7 year term as February 1, 2016 through March 1, 2023. The consensus of the Board was to increase the medical expenses insurance limit from \$5000 to \$25,000. The consensus of the Board was to leave the security deposit as listed in current lease. The Board requested a legal description, to which Attorney Bird stated a survey would need to be performed. Commissioner Boyd requested clarification of the default clause. Citizen Bob Morris inquired if Glen Bishop would be personally liable or if the LLC was listed, to which Attorney Bird stated it was an LLC. On motion by Commissioner Boyd, seconded by Commissioner Hall and carried 4-0 (Bishop abstained), the Board approved the lease with revisions and requested Attorney Bird make changes and present to tenant for execution.
- 11. Commissioner Barfield requested some language changes on the Florida Rural Economic Development Association support resolution. Julie Coney, with the

#### Page BOARD OF COUNTY COMMISSIONERS MINUTE BOOK 23, PAGE \_\_\_\_\_

Economic Development Council, requested the changes in writing so should could amend the resolution and have the Chairman sign. On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the Board approved the changes to the resolution.

- 12. Bruce Ballister, with the ARPC, discussed the CDBG economic development application. Commissioner Barfield stated she was not ready to vote for the Board putting up \$148,000 and that this item needed to be added on the agenda for further discussion. She also stated that if the Board put money forward for infrastructure this time, others would expect it in the future. Mr. Ballister stated the Board still had plenty of time. Business owner Arun Kundra discussed this project and asked the County to support this infrastructure improvement. Commissioner Hall stated this was a win-win for the county to stimulate growth. It was the consensus of the Board that Mr. Ballister return to the November 15<sup>th</sup> meeting.
- 13. Attorney Bird stated the School Board would pay directly for their portion of attorney fees in the redistricting suit.
- 14. Commissioner Hall inquired about employee salaries and whether or not they had received pay increases. County Coordinator Barwick stated that last year, any increases were by the Department Heads finding the money within their existing budgets.
- 15. Commissioner Barfield stated she had concerns about the minutes and agenda not being posted online regularly. She also stated she would like to see check register vouchers placed on the consent agenda in the future. Commissioner Barfield also requested that any purchases, task orders or change orders of \$10,000 or greater come before the Board via the consent agenda. Commissioner Boyd expressed concern with micromanaging department heads.
- 16. Commissioner Bishop thanked County Coordinator Barwick for having the trees trimmed away from roads in the County.
- 17. The warrant register was reviewed and bills ordered paid.
- 18. On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the meeting was adjourned.

Attest:	Chairman
Clerk	_

FILES ID B Page 6 of 67										USER	KNEWBERRY
VENDOR NAME	DUE DATE		CHASE ER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/1	L CASH	ACCOUNT-0	11010000			CASH-CHECKI	NG-GEN. FU	IND		
Advanced Business System	11/15/20	016	-	266451	11/03/2016	VR	01111516-078	Act#C027-	012	9.48	.00
		CHECK '	IO VENDOR:	==>VENDOR	ADVBUSIN A	dvan	ced Business	Systems	TOTALS	9.48	.00
Anchor CEI	11/15/20	016	-	48	10/31/2016	; VR	01111516-115	St. Augus	tine Road	2588.73	.00
		CHECK '	IO VENDOR:	==>VENDOR	ANCHORCE A	ancho	r CEI		TOTALS	2588.73	.00
Richard Anderson	11/15/20	016	-	38471016	11/07/2016	VR	01111516-076	Travel Oc	t 16	178.00	.00
		CHECK '	IO VENDOR:	==>VENDOR	ANDERSRI R	≀icha	rd Anderson		TOTALS	178.00	.00
Animal Medical Clinic*	11/15/20	016	-	10311601	10/31/2016	VR	01111516-080	Act#4512		647.50	.00
		CHECK '	TO VENDOR:	==>VENDOR	ANIMALCL A	nima	l Medical Cl	inic*	TOTALS	647.50	.00
Apalachee Center	11/15/20	016	-	681701	11/02/2016	VR	01111516-074	JeffCntyB	aker-MarchmanAc	3266.67	.00
		CHECK '	TO VENDOR	==>VENDOR	APAMENHE A	pala	chee Center		TOTALS	3266.67	.00
Aramark Uniform Services Aramark Uniform Services	11/15/20 11/15/20	016 016	- -	95218182 95237305	10/28/2016 11/04/2016	VR VR	01111516-014 01111516-015	Cust#7921 Cust#7921	41524 41524	272.32 209.46	.00
		CHECK '	TO VENDOR:	==>VENDOR	ARAMARK A	ırama	rk Uniform S	ervices	TOTALS	481.78	.00
Aucilla Area Solid Waste	11/15/20	016	-	10311601	10/31/2016	VR	22111516-085	LandfillC	harges-SmCntyGr	rt 37694.76	.00
		CHECK '	IO VENDOR:	==>VENDOR	AUCILLAA A	ucil	la Area Solio	d Waste	TOTALS	37694.76	.00
Don Barfield	11/15/20	016	-	09191601	09/19/2016	VR	14111516-054	SPISexCri	mesInvestigatio	on 260.00	.00
		CHECK '	IO VENDOR:	==>VENDOR	BARFIEDO D	on B	arfield		TOTALS	260.00	.00
Big Bend Tire	11/15/20 11/15/20 11/15/20 11/15/20 11/15/20 11/15/20	016 016 016 016	- - - - -	7924 7952 7988 8179 8268 8283	10/04/2016 10/05/2016 10/19/2016 10/25/2016	VR : VR : VR : VR :	22111516-087 22111516-092	SolidWast Solid Was Solid Was RecPark-4	te-Mnt/Dsmnt te-Mnt/Dsmnt Tires	65.00 53.00 125.00 53.00 455.64 30.00	.00 .00 .00 .00
		CHECK '	TO VENDOR:	==>VENDOR	BIGBENTI B	⊰ig B	end Tire		TOTALS	781.64	.00
Big Bend-Eubanks Termite Big Bend-Eubanks Termite Big Bend-Eubanks Termite	11/15/20	016	- - -	199274 199275 199536	10/07/2016	5 VR	01111516-018	#8522 Mon	arterlyService thlyPestCtrl cissa-MonthlyPe	150.00 400.00 Page 30.00	6 of 67 .00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 1

TIME 11:50:47

REPORT DATE 11/09/2016

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SYSTEM DATE 11/09/2016 SYSTEM DATE 11/09/2016 FILES ID B Page 7 of 67						OUNTY COMMISS - CASH CODE C				11:50:47 KNEWBERRY
VENDOR NAME		PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CHE	CK TO VENDOR=	==>VENDOR	BIGBTERM	Big E	Bend-Eubanks	Termite	TOTALS	580.00	.00
Rosemary Oelrich Bottche	11/15/2016	-	100816	10/31/201	.6 VR	22111516-109	Wakulla H	az Waste Grant	475.00	.00
	CHE	CK TO VENDOR=	==>VENDOR	BOTTCHER	Rosem	nary Oelrich	Bottcher	TOTALS	475.00	.00
	11/15/2016 11/15/2016							e-Spray@BethPage e-Spray@BethPage		.00
	CHE	CK TO VENDOR=	==>VENDOR	C&FFENCI	C&F S	Services, LLC		TOTALS	125.00	.00
CenturyLink CenturyLink CenturyLink	11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016	- - - -	37051016 87871116 87871116	10/17/201 11/01/201 11/01/201	.6 VR .6 VR .6 VR	01111516-044 19111516-043 01111516-088 01111516-089 23111516-060	Act#44409 Act#31224 Act#31224	3705 8787 8787	121.52 121.51 66.07 66.07	.00 .00 .00
									4284.33	.00
	CHE	CK TO VENDOR=	==>VENDOR	CENTLINK	Centu	ıryLink		TOTALS	4659.50	.00
City of Monticello City of Monticello City of Monticello City of Monticello	11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016	- - - - - - -	01251016 01331016 01351016 01501016 01661016 03921016	10/28/201 10/28/201 10/28/201 10/28/201 10/28/201 10/28/201	.6 VR .6 VR .6 VR .6 VR .6 VR	01111516-023 01111516-027 19111516-051 19111516-052 01111516-024 01111516-028 01111516-025	Act#00050 Act#00050 Act#00050 Act#00010 Act#00010	125 133 135 150 166 392	460.46 7.50 95.06 11.01 26.57 44.91 42.50 137.86	.00 .00 .00 .00 .00 .00
	CHE	CK TO VENDOR=	==>VENDOR	CITYMONT	City	of Monticell	0	TOTALS	825.87	.00
Courtyard Marriott	11/15/2016	- CK TO VENDOR=				14111516-055		1456 TOTALS	815.00 815.00	.00
CurtisMorganGarageInc										.00
our cronorganour agerno		CK TO VENDOR=						TOTALS	416.88	.00
Dayco Services	11/15/2016							e-ReplaceHydHose		.00
	CHE	CK TO VENDOR=	==>VENDOR	DAYCO	Dayco	Services		TOTALS	726.39	.00
Duke Energy Duke Energy Duke Energy Duke Energy Duke Energy	11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016 CHE	- - - - - CK TO VENDOR=	22831116 30571016 30571016 35521116	11/01/201 10/14/201 10/14/201 11/01/201	.6 VR .6 VR .6 VR	01111516-081 19111516-082 19111516-049 19111516-050 01111516-077	Act#68720 Act#83255 Act#83255	02283 63057 63057	6.36 6.35 114.94 120.78 148.02 <sub>Page</sub>	.00 .00 .00 .00 .00 7 of 67

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REPORT DATE 11/09/2016

REPORT DATE	11/09/2016	JEFF	ERS	ON COUNTY	. BC	DARD	OF (	COUN	VTY C	COMMIS	SIONERS	
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VENDOR	DUE	PURCHASE	INVOICE	DUE	TY	VOUCHER			TRANS 1	DISC/WITH
NAME	DATE	ORDER NUMBER	NUMBER	DATE	PΕ	NUMBER	TRANSACTI	ON DESCRIPTION	AMOUNT	AMOUNT
Ricardo Fadell	11/15/2016	_	161201 TD	11/09/2016	77D	01111516-116	Coordinat	or	90.00	.00
	11/15/2016					01111516-117			587.00	.00
	11/15/2016					01111516-118			393.00	.00
Ricardo Fadell	11/15/2016	_	161201JB	11/08/2016	VR	01111516-119	Courthous	se		
									1195.00	.00
Ricardo Fadell	11/15/2016	_	161201JB	11/08/2016	VR	01111516-120	Property	Appraiser	913.00	.00
	11/15/2016					01111516-121			752.00	.00
Ricardo Fadell	11/15/2016					01111516-122			93.33	.00
Ricardo Fadell	11/15/2016					01111516-123		<u> </u>	563.30	.00
	11/15/2016					01111516-124			193.50	.00
Ricardo Fadell	11/15/2016	-	161201JB	11/08/2016	VR	01111516-125	Health De			
									1725.00	.00
Ricardo Fadell	11/15/2016					01111516-126			200.00	.00
Ricardo Fadell	11/15/2016	_	161201JB	11/08/2016	VR	01111516-127	Building	Dept	200.00	.00
Ricardo Fadell	11/15/2016					01111516-128			875.00	.00
Ricardo Fuderi	11/10/2010		10120102	11/00/2010	V 1 (	01111010 120		DIGIY	070.00	• • •
	СН	ECK TO VENDOR	==>VENDOR	FADELLRI R	icar	do Fadell		TOTALS	7780.13	.00
Gulf Coast Lumber/Supply	11/15/2016	_	6187	11/01/2016	1/P	01111516-040	#300166 B	Ruhher Mallet	10.11	.00
Gulf Coast Lumber/Supply						19111516-039			10.11	.00
Gulf Coast Lumber/Supply	11/15/2016	-	6197	11/01/2016	VR	01111516-019	#300166 2	2x6x10, Nails, Scre	178.03	.00
	СНІ	ECK TO VENDOR	==>VENDOR	GULFCOLU G	ılf	Coast Lumber	/Supply*	TOTALS	198.26	.00
Cecil Hall	11/15/2016	-	11071601	11/07/2016	VR	01111516-083	ACA Game	3.5 hrs	105.00	.00
	СНІ	ECK TO VENDOR	==>VENDOR	HALLCECI Ce	ecil	Hall		TOTALS	105.00	.00
Jefferson Community Wate	11/15/2016	_	05001016	10/28/2016	VR	22111516-099	Ac+#03205	500	43.35	.00
Jefferson Community Wate						01111516-003			47.91	.00
Jefferson Community Wate						01111516-001			38.50	.00
Jefferson Community Wate						22111516-098			39.36	.00
Jefferson Community Wate	11/15/2016	_	56001016	10/28/2016	VR	22111516-100	Act#04156	500	44.20	.00
	СНІ	ECK TO VENDOR:	==>VENDOR	JEFFCOMM Je	effe	erson Communit	ty Water	TOTALS	213.32	.00
Jefferson Co. Extension	11/15/2016	-	10311601	10/31/2016	VR	01111516-021	Sams-Clea	ningSup,PaperTow	302.74	.00
	СНІ	ECK TO VENDOR	==>VENDOR	JEFFEXTE J	effe	erson Co. Exte	ension	TOTALS	302.74	.00
Jones Welding & Industri	11/15/2016		T7M27200	10/20/2016	770	01111516-031	#50675 Ox	,,,aon	68.22	.00
			VMZ 7300	10/20/2010	VI	01111310-031	#50075 OX	ygen		
Jones Welding & Industri	11/15/2016	_	004/8204	10/31/2016	VR	01111516-030	#586/5 CY	linder Rental	317.43	.00
	СНІ	ECK TO VENDOR	==>VENDOR	JONESWEL JO	ones	s Welding & Ir	ndustria	TOTALS	385.65	.00
	11 /15 /0015		11541	10/01/0015		01111516 005			110 00	2.2
	11/15/2016		11541						119.00	.00
JR Printers	11/15/2016	_	11541	10/31/2016	VR	19111516-038	FireRescu	e-BusinessCards	119.00	.00
	CIII	ECK TO VENDOR:	<i>\\\\</i> END\D	тррртит т	D~	sintors		TOTALS	238 00	.00
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Ketchum, Wood & Burgert	11/15/2016	_	9-14	11/01/2016	77D	01111516-009	Oct /2016		379.00	.00
Necessain, wood & Burgert	11/13/2010	_	9-14	11/01/2010	νĸ	01111310-009	000/2016		3/3.00	.00

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VENDOR NAME	DUE DATE	PURCHA ORDER		INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	СНІ	ECK TO	VENDOR:	==>VENDOR	KETCHUMW F	Ketch	num, Wood & E	Burgert	TOTALS	379.00	.00
LANCE MAXWELLL PLUMBING,	11/15/2016		_	109575	10/27/2016	5 VR	01111516-079	Courthou	se-Repl2RotorHead	186.00	.00
	СНІ	ECK TO	VENDOR:	==>VENDOR	MAXWELLL I	LANCE	E MAXWELLL PI	UMBING, I	TOTALS	186.00	.00
	11/15/2016 11/15/2016		- -	2009 2054					te-AdjustSwitches -Clean/InspeMotor		.00
	СНІ	ECK TO	VENDOR:	==>VENDOR	MCCLELLA M	4cCl∈	ellan Five, I	LC	TOTALS	320.00	.00
Monticello Carquest Inc.	11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016		- - - - -	38133916 38134627 38134653 38136195 38136276	09/16/2016 09/29/2016 09/29/2016 10/31/2016 11/02/2016	6 VR 6 VR 6 VR 6 VR 6 VR	22111516-095 22111516-094 22111516-059 22111516-097	Cust#263 Cust#263 Cust#263 Cust#263 Cust#263	6G-6MPX90 Hyd Hose Bulk Hyd Hose-Bulk Hyd Hose-Bulk CbleTies,HG16x25 Hyd Hose-Bulk	58.72 33.43 37.96 34.46 29.74 178.02 127.35	.00 .00 .00 .00 .00
	СНІ	ECK TO	VENDOR:	==>VENDOR	MONTCARQ N	4onti	icello Carque	est Inc.	TOTALS	499.68	.00
Monticello News Monticello News Monticello News Monticello News	11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016		- - - - -	3012 3019 3274 3274 3291 3292	10/05/2016 10/26/2016 10/26/2016 10/28/2016	6 VR 6 VR 6 VR 6 VR	01111516-012 01111516-036 19111516-035	Extensio RequestB RequestB SolidWas	te-Help Wanted Ad n-FarmBureauAd ids-FireDept ids-FireDept te-Red Ribbon Ad on Ad	180.00 45.00 47.25 47.25 45.00 104.00	.00 .00 .00 .00
	СНІ	ECK TO	VENDOR:	==>VENDOR	MONTINEW M	4onti	icello News		TOTALS	468.50	.00
Mowrey Elevator Co. of F	11/15/2016		-	432376	11/01/2016	5 VR	01111516-002	#600483	Monthly Billing	184.34	.00
	СНІ	ECK TO	VENDOR:	==>VENDOR	MOWREYEL M	1owre	ey Elevator C	Co. of FL	TOTALS	184.34	.00
Nat. Assoc. of Counties	11/15/2016		-	152158	10/01/2016	5 VR	01111516-006	5 #12065 M	embership Dues	450.00	.00
	СНІ	ECK TO	VENDOR:	==>VENDOR	NACO N	Nat.	Assoc. of Co	ounties	TOTALS	450.00	.00
Grubbs Auto Parts, LLC	11/15/2016		-	218529	11/04/2016	5 VR	22111516-105	#1695 Fu	se	13.49	.00
	СНІ	ECK TO	VENDOR:	==>VENDOR	NAPAAUTO G	Grubk	os Auto Parts	s, LLC	TOTALS	13.49	.00
Office Depot*	11/15/2016		_	7294750	10/31/2016	5 VR	01111516-005	ord#8712	84179001	183.47	.00
	СНІ	ECK TO	VENDOR:	==>VENDOR	OFFDEP C	)ffic	ce Depot*		TOTALS	183.47	.00
22 1 22 1	11/15/2016 11/15/2016		- -	3038 3038	10/19/2016 10/19/2016	5 VR 5 VR	01111516-045 19111516-046	Act#103 Act#103	Cleaning Supplies Cleaning Supplies	66.46 66.47	.00 9 of 67
	СНІ	ECK TO	VENDOR:	==>VENDOR	PIGGLYWI E	?iggl	Ly Wiggly		TOTALS	132.93	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 4

TIME 11:50:47

REPORT DATE 11/09/2016

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SYSTEM DATE 11	1/09/2016 1/09/2016 ge 10 of 67							OUNTY COMMISS: - CASH CODE O			PAGE TIME USER	11:50:47 KNEWBERRY
VENDOR NAME		DUE DATE	PURCHA ORDER	ASE NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
QuadMed, Inc.		11/15/2016		-	116921	10/20/201	6 VR	01111516-032	Stabiliza	tionStrap,Maint		0.0
QuadMed, Inc.		11/15/2016		-	117380	11/03/201	6 VR	01111516-029	Lifeline	ARM Battery	2322.95 765.00	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	QUADMED	Quad	Med, Inc.		TOTALS	3087.95	.00
Jefferson Co. F	Road Dept.	11/15/2016		-	10311604	11/03/201	6 VR	. 22111516-108	Solid Was	te Fuel		
Jefferson Co. H	Road Dept.	11/15/2016		_	10311606	11/03/201	6 VR	01111516-010	Building	Dept. Fuel	6147.66 138.29	.00
Jefferson Co. H	Road Dept.	11/15/2016		-	10311607	11/03/201	6 VR	01111516-013	Extension	Fuel	616.85	.00
Jefferson Co. F	Road Dept.	11/15/2016		-	10311611	11/03/201	l6 VR	01111516-004	Mosquito	Ctrl Fuel	400.09	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	RDDEPT	Jeff	erson Co. Road	d Dept.	TOTALS	7302.89	.00
Kirk B. Reams		11/15/2016		-	10311601	10/31/201	6 VR	01111516-020	Monthly C	harges 10/16	1331.50	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	REAMSKIR	Kirk	B. Reams		TOTALS	1331.50	.00
Redwire		11/15/2016		_	107532	10/25/201	l6 VR	01111516-022	#W1M1603	Extension	69.91	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	REDWIRE	Redw	rire		TOTALS	69.91	.00
Restoration Ass	sistance	11/15/2016		_	I-022047	11/02/201	6 VR	. 22111516-106	Site Insp	ection 10/16		
											2250.00	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	RESTORAT	Rest	oration Assist	tance	TOTALS	2250.00	.00
Right Way Weldi	ing & Fabr	11/15/2016		-	245	11/04/201	6 VR	22111516-107	SolidWast	e-Repair Truck	515.25	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	RIGHTWEL	Righ	t Way Welding	& Fabri	TOTALS	515.25	.00
Ring Power Corp	poration*	11/15/2016		-	L2596014	10/25/201	6 VR	22111516-057	#024323 A	irClnr,FiltAssy	196.82	.00
		CHI	ECK TO	VENDOR=	==>VENDOR	RINGPOWC	Ring	Power Corpora	ation*	TOTALS	196.82	.00
Sniffen & Spell	lman, PA	11/15/2016		-	16312	11/07/201	6 VR	01111516-075	Act#10007	-001	56.76	.00
		СН	ECK TO	VENDOR=	==>VENDOR	SNIFFEN&	Snif	fen & Spellman	n, PA	TOTALS	56.76	.00
Stewart Heating	g & Coolin	11/15/2016		_	16-11821	10/12/201	6 VR	01111516-011	TaxCollec	tor-ReplDrainSw	i 260.00	.00
		СН	ECK TO	VENDOR=	==>VENDOR	STEWARTH	Stew	art Heating &	Cooling	TOTALS	260.00	.00
Teletrac Inc		11/15/2016		-	1860081I	11/01/201	l6 VR	22111516-114	Act#31763	7	1800.00	.00
		СН	ECK TO	VENDOR=	==>VENDOR	TELETRAC	Tele	trac Inc		TOTALS	1800.00	.00
TRANS POWER INC		11/15/2016 11/15/2016		- -				01111516-041		· ·	Page 1 10.28 10.28	0 of 67 .00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION		SC/WITH AMOUNT
	СНІ	ECK TO VENDOR	==>VENDOR	TRANSPOW	TRANS POWER INC.	TOTALS	20.56	.00
Tri-County Electric Coop Tri-County Electric Coop					6 VR 22111516-111 6 VR 22111516-110		123.38 111.20	.00
	СН	ECK TO VENDOR	==>VENDOR	TRI-CO.	Tri-County Electr	ic Coop. TOTALS	234.58	.00
UniFirst Corporation	11/15/2016	-	0124291	11/03/201	6 VR 22111516-112	Cust#1237569	94.55	.00
	СН	ECK TO VENDOR	==>VENDOR	UNIFIRST	UniFirst Corporat	ion TOTALS	94.55	.00
University of Louisville	11/15/2016	-	09191601	09/19/201	6 VR 14111516-056	SPI 127F39-01	695.00	.00
	СН	ECK TO VENDOR	==>VENDOR	UNIVLOUI	University of Lou	isville TOTALS	695.00	.00
Verizon Wireless Verizon Wireless Verizon Wireless Verizon Wireless	11/15/2016	- - - - - - - - ECK TO VENDOR:	97741564 97741564 97741564 97741564 97741564 97741564 97741564 97741564 97741564 97741564 97741564 97741564	10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 10/23/201 VERIZONW	6 VR 01111516-062 6 VR 01111516-063 6 VR 01111516-064 6 VR 01111516-065 6 VR 01111516-066 6 VR 01111516-067 6 VR 01111516-070 6 VR 01111516-070 6 VR 01111516-071 6 VR 19111516-072 6 VR 22111516-073 Verizon Wireless	#222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456 #222501100-1 #9774156456	11.86 11.87 54.19 .22 2.20 124.33 132.41 31.32 66.79 132.40 160.09	.00
Williams Electric Servic						GeneratorMaint-SouthTowe		.00
						Service TOTALS	175.00	.00
2k webgroup	11/15/2016	-	5243	11/01/201	6 VR 01111516-007	MonthlyMaint&Hosting	219.45	.00
	СНІ	ECK TO VENDOR:	==>VENDOR	2KWEBGRO	2k webgroup	TOTALS	219.45	.00
			CASH	ACCOUNT #	011010000	TOTALS	86184.87	.00
			BANK	ACCOUNT #	0101001611	TOTALS	86184.87	.00
					FI	NAL REPORT TOTALS	86184 <b>.</b> 87 Page 11 of 67	.00

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VENDOR NAME	-	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L CAS	SH ACCOUNT-1	11010000			CASH-CHECKI	NG-CO TRA	NS		
A Mining Group, LLC	11/15/2016	-	71259	10/24/201	6 VR	11111516-035	Yard		1125 02	0.0
A Mining Group, LLC A Mining Group, LLC	11/15/2016 11/15/2016	<u>-</u>	71289 71316	-, -, -		11111516-036 11111516-034			1135.83 563.35	.00
A Mining Group, LLC	11/15/2016	_	71355			11111516-033			1128.70	.00
A Filling Gloup, Lile	11/13/2010		71333	10/2//201	O VIC	11111010 000	rara		1430.29	.00
	CHEC	CK TO VENDOR	==>VENDOR	AMININGG A	A Mir	ning Group, L	ıLC	TOTALS	4258.17	.00
BancorpSouth	11/15/2016	-	78000136	12/05/201	6 VR	11111516-002	#002-007		1278.00	.00
	CHEC	CK TO VENDOR	==>VENDOR	BANCORPS I	Banco	orpSouth		TOTALS	1278.00	.00
Beard Equipment Company	11/15/2016	-	796743	10/11/201	6 VR	11111516-014	#700352	Seal, Spring, Eleme	356.01	.00
	CHEC	CK TO VENDOR	==>VENDOR	BEARD I	Beard	d Equipment C	ompany	TOTALS	356.01	.00
Big Bend Tire	11/15/2016	-	7957	10/04/201	6 VR	11111516-013	RoadDept	-New Tires (2)	1077.22	.00
Big Bend Tire Big Bend Tire	11/15/2016 11/15/2016	- -	7964 7994			11111516-012 11111516-011		-Tire Repair -New Tires (6)	70.00	.00
Big Bend Tire	11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016 11/15/2016	- - - - -	8068 8071 8155 8267 8310 8311	10/13/201 10/18/201 10/25/201 10/27/201	6 VR 6 VR 6 VR 6 VR	11111516-009 11111516-008 11111516-005	RoadDept RoadDept RoadDept RoadDept	-Semi Tire Repair -Dsmnt/Mnt -New Tires (4) -Tube -Tire Repair	1799.12 50.00 167.50 490.96 218.31 32.50 711.00	.00 .00 .00 .00 .00
	CHEC	CK TO VENDOR	==>VENDOR	BIGBENTI	Big E	Bend Tire		TOTALS	4616.61	.00
Certified Laboratories*	11/15/2016	_	2500493	10/26/201	6 VR	11111516-028	Cust#538	943 FuelTreatment	690.85	.00
	CHEC	CK TO VENDOR	==>VENDOR	CERTIFIE	Certi	fied Laborat	ories*	TOTALS	690.85	.00
Duke Energy	11/15/2016	_	61051116	11/03/201	6 VR	11111516-001	Act#9734	176105	686.25	.00
	CHEC	CK TO VENDOR	==>VENDOR	DUKE :	Duke	Energy		TOTALS	686.25	.00
Gulf Coast Lumber/Supply	11/15/2016	_	6152	10/31/201	6 VR	11111516-025	#300170	Anti-Siph Ballcoo	7.99	.00
	CHEC	CK TO VENDOR	==>VENDOR	GULFCOLU (	Gulf	Coast Lumber	/Supply*	TOTALS	7.99	.00
Jones Welding & Industri	11/15/2016	_	00478205	10/31/201	6 VR	11111516-024	#58688 C	ylinder Rental	61.38	.00
	CHEC	CK TO VENDOR	==>VENDOR	JONESWEL	Jones	s Welding & I	ndustria	TOTALS	<b>Page 13</b> 61.38	.00
Monticello Carquest Inc.	11/15/2016	=	38136179	10/31/201	6 VR	11111516-020	Cust#132	Clutch Assy	40.99	.00

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VENDOR NAME	DUE DATE	PURCHA ORDER		INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Monticello Carquest Inc. Monticello Carquest Inc.	11/15/2016 11/15/2016		<u>-</u> -	38136187 38136250	10/31/201 11/01/201	6 VR 6 VR	11111516-019 11111516-021	Cust#132 Cust#132	CREDIT Carburetor	-40.99 39.99	.00
	CHI	ECK TO	VENDOR	==>VENDOR	MONTCARQ	Mont	icello Carque:	st Inc.	TOTALS	39.99	.00
Grubbs Auto Parts, LLC	11/15/2016		-	218425	10/27/201	6 VR	11111516-023	#1699 Ox	ygen	12.71	.00
	СН	ECK TO	VENDOR	==>VENDOR	NAPAAUTO	Grubk	os Auto Parts	, LLC	TOTALS	12.71	.00
Office Depot*	11/15/2016 11/15/2016 11/15/2016		- - -	87485370	10/26/201	6 VR	11111516-027 11111516-026 11111516-022	Ord#8748	53705-001	4.93 109.98 133.17	.00
	СН	ECK TO	VENDOR	==>VENDOR	OFFDEP	Offic	ce Depot*		TOTALS	248.08	.00
O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc	11/15/2016 11/15/2016		- - - -	5-266003 5-273650	08/15/201 10/31/201	6 VR 6 VR	11111516-016 11111516-018	#336410 #336410		-104.99 98.77	.00 .00 .00
	СН	ECK TO	VENDOR	==>VENDOR	OREILLY	O'Re	illy Automoti	ve, Inc.	TOTALS	309.14	.00
Tri-County Electric Coop	11/15/2016		-	90061016	10/28/201	6 VR	11111516-004	Act#7200	1059006	30.22	.00
	CHI	ECK TO	VENDOR	==>VENDOR	TRI-CO.	Tri-(	County Electr	ic Coop.	TOTALS	30.22	.00
Verizon Wireless	11/15/2016		-	97741564	10/23/201	6 VR	11111516-003	#2225011	00-1 #9774156456	104.81	.00
	CHI	ECK TO	VENDOR	==>VENDOR	VERIZONW '	Veriz	zon Wireless		TOTALS	104.81	.00
Waukeenah Fertlizer and	11/15/2016		-	36200	10/31/201	6 VR	11111516-031	Yard		1965.36	.00
Waukeenah Fertlizer and	11/15/2016		-	36202	10/31/201	6 VR	11111516-032	Yard		1949.58	.00
Waukeenah Fertlizer and	11/15/2016		-	36204	10/31/201	6 VR	11111516-029	Yard		1952.36	.00
Waukeenah Fertlizer and	11/15/2016		-	36210	10/31/201	6 VR	11111516-030	Yard		1636.54	
	CHI	FCK TO	VENDOR	==>VFNDOR	MVIIKEEBU	Wank	eenah Fertliz	er and	TOTALS	7503.84	.00
	CIII	DOIL TO	VENDOR		ACCOUNT #			CI and		20204.05	.00
					ACCOUNT #					20204.05	.00
				DAM	210000111 #	010		NAL REPOR		20204.05	.00
							LII	NAU KEFUR	I IOIMIO	20204.00	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

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#### COMMERCIAL LEASE WITH CONTRACT TO PURCHASE

THIS LEASE, made this \_\_\_1st\_\_ day of February, 2016, by and between **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called "LANDLORD", with its principal offices at 1 Courthouse Circle, Monticello, Florida 32344, and **GLEN BISHOP ENTERPRISES**, **LLC**, a Florida Limited Liability Company, 180 S. Cherry Street, Monticello, Florida 32344, hereinafter called "TENANT".

#### WITNESSETH:

In consideration of the rents reserved herein and the mutual covenants, terms, conditions and agreements hereinafter set forth, LANDLORD and TENANT hereby agree as follows:

- 1. DESCRIPTION OF PROPERTY, LANDLORD leases to TENANT and TENANT lets and rents from LANDLORD that certain rental space located at (see attached **Exhibit A**). (herein referred to as "Premises"). LANDLORD shall also provide the nonexclusive right to use the roads, and other improvements, which are a part of the property upon which the Premises are located.
- 2. TERM. The term of this Lease shall be a period of seven (7) years, commencing on the \_\_\_1st\_\_ day of February, 2016, and terminating at 12:00 midnight on the \_\_\_1st\_ day of March, 2023.
- 3. TENANT agrees to pay as monthly rental under the terms of RENT. this Lease the sum of \$4,758.52, Four Thousand Seven Hundred Fifty Eight and 52/100 Dollars (\$ 4,758.72), plus sales tax or its equivalent, which may now or in the future be levied, which amount TENANT agrees to pay to LANDLORD in equal monthly installments, plus sales tax or its equivalent, which amount shall be payable to LANDLORD in advance on the first day of each and every calendar month during the term of this Lease. Rent shall be paid to the LANDLORD at the address hereinafter set forth, or at such other address, as LANDLORD from time to time shall designate. All payments due from TENANT to LANDLORD under the terms of this Lease shall be paid promptly when due without deduction or offset. If any payment is not received by LANDLORD by 12:00 midnight on the 7th calendar day following the day on which the payment is due, a late fee shall be immediately due and payable by TENANT to LANDLORD as additional rent equal to ten percent (10%) of the delinquent payment for each month rent is past due plus FIVE AND NO/100 DOLLARS (\$5.00) per day for each additional day thereafter that payment is not made. Any other amounts payable to LANDLORD under this LEASE, with the exception of monthly rental, shall be considered past due THIRTY (30) calendar days from LANDLORD'S billing date and, in addition to such payment, TENANT shall pay interest on such past due payment at the maximum interest rate allowed by Florida law. If LANDLORD receives any check from TENANT, which is returned for insufficient funds, or any other reason, TENANT shall be required to pay LANDLORD a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per returned check. See Exhibit B for detail on total cost for project.

The monthly lease payments for February, March, April, May, June and July, 2016 will be deferred to end of the lease period and added to the principal balance due under the County's Promissory Note, at the time the Option to Purchase is exercised. The deferred lease payments totals \$11,726.51 (6 months of interest @ 3.92 = \$11,726.51).

4. USE OF PREMISES. The Premises are leased to TENANT for use as a BUSINESS OFFICE, WAREHOUSE AND LIGHT MANUFACTURING, and TENANT agrees to restrict its use for such purposes and not to use or permit use of the Premises for any other purpose without first obtaining the written consent of LANDLORD, not to be unreasonably withheld. TENANT shall not use the Premises in any manner, even in its use for the purposes which the Premises are leased, that will increase risks covered by insurance on the building where the Premises are located, so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the building. TENANT further agrees not to keep in the Premises, or permit to be kept, used or sold thereon, anything prohibited by the policy of fire insurance covering the Premises. TENANT shall comply, at its own expense, with all requirements of insurers, necessary to keep in force the fire and public liability insurance covering the Premises and building.

TENANT shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful, improper, or offensive purposes, including illegal drug activity. No flammable or explosive material, or hazardous or toxic waste, material, or substance, including asbestos, petroleum and any petroleum by-products, which is or becomes regulated by any local governmental authority, any agency of the State of Florida or of the United States Government, shall be allowed or kept within the Premises unless LANDLORD'S prior written approval is obtained.

- 5. MAINTENANCE BY TENANT. TENANT agrees that by occupying the demised Premises, TENANT has accepted the same to be in good repair and has accepted the Premises in "as is" condition, unless otherwise provided for in this Lease. TENANT agrees that during the term of this Lease, it will, at its own expense, keep all structural and nonstructural portions of the Premises in good state of repair and condition (including repair of nail and screw holes or other damage caused by TENANT to interior walls and doors, utility sinks, and plumbing fixtures), except ordinary wear and tear excepted. All damages resulting from the misuse of the Premises and fixtures shall be borne by TENANT. TENANT shall not mark, paint, drill into, or in any way deface any part of the Premises or the building of which they are a part except as provided herein. Maintenance by Tenant, to include all plumbing, heat and air conditioning and electrical equipment.
- 6. UTILITIES. TENANT agrees to pay for all charges for utilities, including heating and cooling, water, electricity (includes storm water utility fees, fire service fees, and related taxes.)
- 7. AD VALOREM TAXES. The LANDLORD shall pay real estate taxes assessed, if any, against the realty, of which the leased Premises are a part. TENANT agrees to pay all taxes levied against the personal property and trade fixtures of the TENANT in and about the demised Premises and any sales taxes, which are or may be levied upon any services or sales by TENANT.

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8. INSURANCE. TENANT shall procure and maintain in full force and effect during the term of this Lease and any extension thereof, at TENANT'S sole expenses, policies of public liability insurance, adequate to protect against liability for damage claims through use of or arising out of accidents in or around the leased Premises in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person injured, ONE MILLION DOLLARS (\$1,000,000.00) for any one accident, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage caused to the Premises through the negligence of TENANTS employees, invitees, and principals, and TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for medical expenses. Such insurance policies shall provide coverage for LANDLORD'S contingent or derivative liability on such claims or losses. Copies of such policy(ies) or certificates of insurance shall be delivered to LANDLORD prior to and as a condition of TENANT'S possession under this Lease, and thereafter, the renewal of replacement policy(ies) shall be delivered on or before the expiration date of such policy(ies). TENANT agrees to obtain a written obligation from the insurers to notify LANDLORD in writing at least THIRTY (30) calendar days prior to cancellation or refusal to renew any such policy(ies). TENANT agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, and proof thereof delivered to LANDLORD as herein provided, LANDLORD may procure the necessary insurance and pay the premium therefore, and that such premiums shall be repaid to LANDLORD as an additional rent installment for the month following the date on which such premiums are paid.

TENANT agrees at all times during the period of this Lease, at its expense, to keep the Building insured against fire and windstorm damage and other such casualties to the Premises, with extended "all risk" coverage with the LANDLORD as a protected party.

TENANT agrees to pay any increases in the amount of insurance premiums over and above the current rate in force that may be caused by TENANT'S use of the Premises.

TENANT shall be responsible for providing such insurance, as TENANT deems appropriate, on TENANTS trade fixtures, furniture, equipment, and other items of TENANT located on or placed in the leased Premises.

TENANT acknowledges that LANDLORD does not provide security guards, security alarm systems, or other devices on the Premises, and TENANT shall take property precautions to protect its employees, invitees, and principals from any such security risks, which TENANT might reasonably expect.

9. DESTRUCTION OF PREMISES. If the Premises are partially destroyed during the term of this Lease, LANDLORD shall repair them, when such repairs can be made in conformity with local, state and federal laws and regulations, and subject to the requirements of any mortgagee or insurer on the property, within NINETY (90) calendar days of the partial destruction. The partial destruction of the leased Premises shall not render this Lease void or voidable or terminated except as herein provided. Rent for the Premises shall be reduced during the repair and construction period in proportion to the amount of space rendered untenantable in relation to the total demised Premises. If the repairs cannot be so made within the time limit, LANDLORD has the option of making them within a reasonable time and continue this Lease in effect with proportional rent rebates to TENANT as provided for herein. If the repairs cannot be

so made in NINETY (90) calendar days and if LANDLORD does not elect to make them within a reasonable time, either party hereto has the option of terminating this Lease. Notwithstanding anything herein to the contrary, in the event the leased Premises are more than fifty percent (50%) destroyed, LANDLORD or TENANT may, at its option, terminate this Lease, and LANDLORD shall rebate to TENANT any advance rent paid through the date of said termination.

- 10. PERSONAL PROPERTY. All made fixtures, furniture, equipment, and other items of personal property on the Premises or in the building shall be and remain at TENANT'S sole risk of loss, except for damage occasioned thereto by gross negligence or intentional wrongdoing of LANDLORD, and TENANT shall be responsible for providing its own insurance coverage for the same. LANDLORD shall not be liable for any damage to nor loss of such property arising from any acts of negligence of any other persons, except for damage occasioned thereto by gross, negligence or intentional wrongdoing of the LANDLORD; nor shall the LANDLORD be liable for any injury to employees, agents, invitees, or customers of the TENANT or other persons in or about the Premises, except for damage occasioned thereto by gross negligence or intentional wrongdoing of the LANDLORD; the TENANT expressly agrees to hold the LANDLORD harmless in all such cases.
- 11. INSPECTION BY LANDORD. LANDLORD reserves the right to enter the Premises at all reasonable times, upon 24 hour prior notice (except in the case of an emergency), for the purpose of inspecting them and to perform required maintenance and repair, and TENANT agrees to permit LANDLORD to do so. LANDLORD shall attempt to make all such inspections and repairs at such times and in such a manner as to minimize interference with the operation of TENANT'S business. In any event, LANDLORD shall not be obligated to reduce TENANT'S rent for the Premises during any period of normal maintenance repair nor shall LANDLORD incur any liability to TENANT for disturbance of quiet enjoyment of the Premises when making such repairs. LANDLORD, or any of his agents, shall have the right to exhibit the Premises and advertise the same for lease at any time with NINETY (90) calendar days before the expiration of this Lease unless the parties agree to extend the term of this Lease as provided hereafter. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease.
- 12. ALTERATIONS AND ADDITIONS. TENANT shall make no alteration in or addition to, or install any fixtures (other than normal office equipment or furnishings) in, or maintain signs advertising its business on the Premises without in each case obtaining the prior written consent of LANDLORD, not to be unreasonable withheld. To the extent LANDLORD grant its consent to any such alterations, additions, or installation of fixtures (other than normal office equipment or furnishings) or signs, the same shall be done in compliance with all building codes, ordinances and governmental regulations pertaining to such work, use or occupancy, and the same shall also be done in accordance with any restrictive covenants and/or rules and regulations applicable to the Premises. An alteration, addition, or improvement made by the TENANT after such consent shall have been given or any fixtures installed as a part thereof (other than normal office equipment or furnishings), shall become the property of the LANDLORD or be removed by the TENANT, at the LANDLORD's option, upon expiration or earlier termination of this Lease. TENANT agrees that it will indemnify and save harmless

LANDLORD from and against any and all expenses, including attorneys' fees, liens, claims and damages to either property or person that may or might arise by reason of the making of any repairs, alterations, additions, or improvements, and TENANT specifically acknowledges that the interest of LANDLORD in the subject Premises shall not be subject to liens by any laborer or material man (mechanics' lien) for services rendered to the subject Premises, and TENANT agrees to so advise any such person providing labor, services or materials to the Premises.

- 13. EMINENT DOMAIN. In the event the leased Premises, or such portions thereof as will make it unusable for the purposes for which it is leased, shall be appropriated or taken pursuant to the power of eminent domain, then this Lease shall cease and terminate as of the date when possession thereof is taken by the condemning authority and the parties hereto shall be released from any further liability hereunder, and rent shall be computed between LANDLORD and TENANT as of the date possession is taken. This termination, however, shall be without prejudice to the respective rights of either LANDLORD or TENANT to recover from the condemning authority compensation and damage caused by said taking, and neither party shall have any rights in any award nor settlement so received by the other from the condemning authority. Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein that leave the remainder usable for the purposes of the business for which the Premises are leased will not terminate this Lease, unless LANDLORD at its option terminates it by giving written notice of termination to the TENANT. The effect of such condemnation, should such option not be exercised, will be to terminate the Lease as to the portion of the Premises condemned and leave it in effect as to the remainder, if in fact the remainder may be replaced or restored, thereby making the remaining portion of the Premises usable for the TENANT'S purposes as herein described within NINETY (90) calendar days after the date the condemning authority takes possession of the Premises. During the period of rebuilding or restoration, if the TENANT can operate its business during such period, the TENANT'S rent shall be reduced in the same proportion that the amount of the floor area of the leased Premises taken. Bears to the total area of the lease Premises immediately prior to such taking. Upon completion of said reconstruction to the same condition and usable space as existed prior to the condemnation, the rent as provided herein shall be paid in full to the LANDLORD. The sale by LANDLORD to any public or quasi-public body having the power of eminent domain under threat of condemnation or while condemnation proceedings are pending shall be deemed to be taking by eminent domain.
- 14. SUBORDINATION TO MORTGAGES. This Lease is at all times subject and subordinate to any and all present and future mortgages or encumbrances, which may be placed upon the Premises by the LANDLORD. TENANT covenants and agrees to execute upon request of LANDLORD all instruments, reasonable or necessary, to reflect of record the subordination of this Lease to the lien of any such mortgages; provided, however, notwithstanding anything contained herein to the contrary, any such mortgagee shall acknowledge the validity and continuance of this Lease in the event of a foreclosure of LANDLORD'S interest or otherwise, and shall recognize TENANT'S rights hereunder, as long as TENANT shall not be in default under the terms hereof.
- 15. ESTOPPEL CERTIFICATION. TENANT shall at any time and from time to time within TEN (10) calendar days after written notice from the LANDLORD, execute,

acknowledge, and deliver to the LANDLORD a statement in writing certifying that this Lease is in full force and effect, setting forth and confirming any amendments hereto, stating the amount of rental paid hereunder, the date to which rental payments have been made, and acknowledging that there are not, to the TENANT'S knowledge, any uncured defaults by the LANDLORD hereunder or specifying any defaults which may be claimed. Any such statement may be relied upon by any mortgagee or prospective purchaser of any portion or all of the Premises.

- 16. ATTORNMENT. TENANT shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of LANDLORD'S interest in the demised Premises, to the purchaser or assignee and recognize such purchaser or assignee as LANDLORD under this Lease. Any such sale or assignment shall be subject to this Lease and shall recognize TENANT'S rights hereunder, provided TENANT is not in default under the terms hereof.
- 17. BANKRUPTCY OR INSOLVENCY. If any proceeding shall be instituted by or against TENANT under the bankruptcy laws or other debtor relief laws of the United State or any state, or if TENANT shall make an assignment for the benefit of creditors, or if TENANT'S interest herein shall be sold under execution or other legal process, or if a trustee in bankruptcy or a receiver is appointed for TENANT, then, in the event of any such occurrence, and at the option of LANDLORD, the same shall constitute a breach of this Lease by TENANT.
- 18. RULES AND REGULATIONS. TENANT covenants and agrees that it will comply with and abide by all restrictive covenants of record and rules and regulations, if any, which are applicable to the Premises, including, but not limited to, those specific rules and regulations, if any, concerning parking, delivery, trash removal, use of common areas, signs, advertising, and other such activities within the Premises, provided such rules and regulations do not materially interfere with TENANT'S business, do not increase TENANT'S monetary obligation or decrease TENANT'S rights under this Lease. As of the commencement date of this Lease, there are no applicable restrictive covenants or rules and regulations that would affect tenancy other than those contained in this Agreement. TENANT specifically covenants and agrees that it will not conduct "quitting business", "lost our lease", "bankruptcy", or other such types of sale on the Premises without LANDLORD'S prior written consent, not to be unreasonably withheld.
- 19 INDEMINFICATION. TENANT hereby agrees to indemnify, defend and hold the LANDLORD harmless from any and all actions, claims, losses, expenses, attorneys' fees, liability, damages, or demands arising out of the use, occupancy or operation of said Premises by TENANT, its employees, agents, guests, invitees, or principals, excepting such damage or liability as may be caused by the negligent acts of LANDLORD, or LANDLORD'S agents or contractors, while carrying out any duty or obligation required by LANDLORD under the terms of this Lease
- 20. DEFAULT. It shall be an event of default hereunder if TENANT shall fail to make any rental or other payment due hereunder within FIFTEEN (15) calendar days after the same shall be due, or if the TENANT shall breach or fail to perform any agreements herein other than the agreement to pay rent and shall fail to cure such breach or perform such agreement within THIRTY (30) calendar days after the due date, or if the TENANT shall vacate the demised Premises during the term hereof. In the event of default of rent or failure to cure,

LANDLORD shall have all rights and remedies available to it at law and in equity now or hereafter provided within the State of Florida, including termination of the Lease and/or the Option, repossession of the property for its own account, repossession and re let for the account of TENANT, and recovering immediately from the TENANT the balance of the rent due for the term of occupancy of or failure to cure, plus legal interest on amounts past due, together with any other damages occasioned by or resulting from the desertion or vacation or breach or default other than a default in payment of rent.

It is expressly agreed that in the event of default by TENANT hereunder, LANDLORD shall have a lien upon all goods, chattels, or personal property of any description belonging to TENANT, which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect any statutory LANDLORD'S lien given by law, but shall be cumulative thereto. The interest herein given shall not prevent the sale by TENANT of any merchandise in the ordinary course of business free of such lien to LANDLORD. In the event LANDLORD exercises the option to terminate the leasehold, and to reenter and re let the Premises as provided in the preceding paragraph, then LANDLORD may take possession of all TENANT'S property on the Premises and sell the same at public or private sale after giving TENANT reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, or for such prices and terms as LANDLORD deems best, with or without having the TENANT present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to TENANT.

All rights and remedies of LANDLORD under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

In the event TENANT abandons the premise, it is only responsible for lease payments for the period of occupancy. The seven (7) year term refers to the period which the TENANT has to lease and exercise it's Option to Purchase, which is covered under Paragraph 44 hereunder.

ASSIGNMENT AND SUBLEASE. TENANT agrees not to assign or sublease 21. the leased Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except TENANT'S agents and employees, to occupy the Premises or any part thereof without first obtaining LANDLORD'S written consent. LANDLORD expressly covenants that such consent shall not be unreasonably or arbitrary refused. One consent by LANDLORD shall not be deemed consent to any subsequent assignment, sublease or occupation by any other person or persons, and any consent to sublease or assign does not release TENANT from the obligations under the terms of this Lease without the express written authorization of LANDLORD to the contrary. TENANT'S unauthorized assignment, sublease, or license to occupy shall be void, and, at the option of LANDLORD, shall terminate this Lease. Upon the occurrence of any TENANT defaults, as herein defined, and if the Premises or any part thereof is then assigned or sublet, LANDLORD, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such assignee or sublessee all rents becoming due to TENANT under such assignment or sublease and apply such rent against any sum due to it by TENANT hereunder; and no such collection shall be construed to constitute a

novation or a release of TENANT from further performance of its obligations hereunder.

LANDLORD shall have the right at all times hereunder to assign its rights under this Lease. LANDLORD shall, within TEN (10) calendar days of any such assignment, provide TENANT with a copy of such assignment and the full name and address of the assignee.

- 22. SURRENDER OF THE PREMISES. TENANT agrees to surrender to LANDLORD at the end of the term of this Lease, or upon any cancellation of this Lease, the Premises, in as good condition and state of cleanliness as it was at the beginning of the term of this Lease and broom-clean, ordinary wear and tear excepted. TENANT agrees that if TENANT does not surrender to LANDLORD the Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, then TENANT will pay to LANDLORD all damages the LANDLORD may suffer on account of TENANT'S failure to so surrender to LANDLORD possession of the Premises, and will indemnify LANDLORD on account of such delay. In the event TENANT holds over and fails to surrender the Premises upon expiration of the term of this Lease, the rental shall be at double the rate last specified in Rent Schedule, Exhibit "C" and acceptance of such increases of rental shall not be deemed to be consent to such continued occupancy not shall it be deemed a waiver of any rights of the LANDLORD as set forth herein.
- 23. WAIVER OF RIGHTS. No failure of LANDLORD or TENANT to exercise from time to time any right or privilege granted LANDLORD or TENANT hereunder or to insist upon strict and faithful compliance by LANDLORD or TENANT with all of the obligations hereunder and no custom or practice of the parties at a variance with the terms hereof shall constitute a waiver of LANDLORD'S or TENANT'S right to demand strict compliance with the terms hereof. No waiver by LANDLORD or TENANT of any breach of any covenant of the other party herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. All rights, powers, remedies, and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.
- 24. NOTICES. Rent payment and notice to LANDLORD shall be mailed or delivered at the following address unless otherwise designated in writing by LANDLORD:

Jefferson County Board of County Commissioners 1 Courthouse Circle, Room 10 Monticello, Florida 32344

Notices to TENANT may be mailed, certified mail, return receipt requested, or delivered to the leased Premises, and proof of mailing or posting of those notice to the leased Premises shall be deemed the equivalent of personal service on TENANT. Rent shall not be deemed received by LANDLORD upon mailing but only upon actual receipt.

25. ATTORNEYS' FEES. In the event of any litigation arising out of or brought for the purpose of enforcing the terms of this Lease, the prevailing party shall be entitled to recover all reasonable costs thereof, including reasonable court costs and attorneys' fees.

TENANT acknowledges that TENANT shall not be entitled to apply the security deposit to any rent, including, specifically, the last month's rent, or monies due to LANDLORD and application

of the deposit to any sums due from TENANT to LANDLORD shall be at the option of LANDLORD.

- 26. QUIET ENJOYMENT. So long as the TENANT pays the rent and otherwise faithfully performs and observes all of the covenants and provisions hereof, then TENANT shall have peaceful and quiet enjoyment and possession of the leased Premises together with the use of the common area facilities, without any interference or hindrance from the LANDLORD or any persons or entities lawfully claiming through LANDLORD.
- 27. SIGNS. All signs are subject to LANDLORD'S prior approval and architectural control as to construction, maintenance, location, content and aesthetics, which shall not be unreasonably withheld, and are TENANT'S expense. TENANT shall be permitted to install a business sign on the building's main sign along the roadway. At the expiration or termination of this Lease, at LANDLORD'S option, TENANT shall promptly remove all signs, at TENANT'S expense, and repair the damage to any surface caused by such removal.
- 28. KEYS. All keys issued to TENANT hereunder shall be returned, or the replacement cost thereof paid by TENANT, upon termination of the Lease or TENANT'S vacating of the Premises.
- BROKERAGE. LANDLORD and TENANT acknowledges that NONE, Realtor (BROKER), has disclosed that he is acting as a Transaction Broker pursuant to Florida Statutes, and N/A (BROKER), is acting as Agent for the TENANT. Brokers are being compensated by the LANDLORD, payable upon possession of the Premises by TENANT. TENANT represents and warrants that there are no other claims or rights to claims for brokerage commissions or finders' fees or similar compensation in connection with this Lease, which arises out of any act or agreement of TENANT, and TENANT agrees to indemnify LANDLORD against and hold it harmless from all liabilities arising from any such claim, including reasonable attorneys' fees.

LANDLORD and TENANT acknowledge that NONE, Realtors (BROKER) provided no legal advice, legal services or legal opinions, and shall not be held responsible for any errors, omissions, or disputes between the parties regarding this Lease. The services provided by BROKER regarding the preparation of this document were clerical only. Facts supplied herein were obtained from reliable sources and are believed to be accurate but are not guaranteed and all facts important to LANDLORD and TENANT should be verified by consultation with an appropriate professional for legal advice and for tax, property condition, environmental and other specialized advice. LANDLORD and TENANT acknowledge that TENANT has the ability and opportunity to inspect the subject property prior to the execution of this Lease and will hold LANDLORD and BROKER blameless for any misunderstanding or implied misrepresentation of any facts herein. This provision shall survive the Lease term.

30. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks or persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. TENANT acknowledges receipt of this notice prior to the execution of this Lease.

The LANDLORD has not undertaken any independent study of the radon levels in this building, The above notice should not be construed or interpreted as a notice that the Premises are exposed to quantities of radon, which pose a health risk. The notice is included in this Lease simply because radon disclosures are now required in all leases pursuant to Florida law.

- 31. AUTHORITY OF PARTIES. Each individual executing the Lease on behalf of TENANT and LANDLORD, respectively, represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity he represents in this Lease, in accordance with applicable bylaws or governing articles of said entities.
- 32. PERSONS BOUND. The terms of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.
- 33. LAW GOVERNING. This Lease shall be governed by the laws of the State of Florida, both as to interpretation and performance.
- 34. TERMS INCLUSIVE. As used herein, the terms "LANDLORD" and "TENANT shall include the plural, and the masculine shall include feminine and neuter whenever the context so requires or admits.
- 35. TITLE. The title or captions appearing at the beginning of each numbered paragraph in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, or affect the provisions hereof.
- 36. EFFECT OF TERMINATION OF LEASE. Except as otherwise provided, no termination of this Lease prior to the stated termination of it shall affect LANDLORD'S right to collect rent for the period prior to the termination thereof.
- 37. LANDLORD NOT A PARTNER. It is expressly understood that LANDLORD shall not be construed or held to be a partner or associate of TENANT in the conduct of the business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of LANDLORD and TENANT.
- 38. PARTIAL INVALIDITY. If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such provision shall either be modified to conform to law or be considered severable, with the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to th fullest extent permitted by law.
- 39. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an option for the demised Premises, and this Lease shall not become effective until fully executed by both parties. This Lease is subject to withdrawal or prior lease or sale, without notice, by LANDLORD. By signing this Lease, the parties acknowledge receipt of a copy of this Agreement. If communication of execution is transmitted by E-Mail, said E-Mail shall be sufficient to evidence acceptance.
  - 40. RECORDING. LANDLORD shall record this Lease or a memorandum

thereof without the written consent of TENANT. Upon the request of LANDLORD, TENANT may join in the execution of a memorandum of this Lease for the purpose of recordation. Said memorandums of this Lease shall describe the parties, he demised Premises, and the Lease term, and shall incorporate this Lease by reference.

- 41. TIME. It is understood and agreed between the parties hereto that time is of the essence in the performance of all the terms and provisions of this Lease.
- 42. FLOOR LOAD. TENANT shall not overload the floor system of the Premises and shall not install any heavy business machines or any heavy equipment of any kind in the Premises without the prior written approval of the LANDLORD, which, if granted, may be conditioned upon moving by skilled licensed handlers and installation and maintenance at the TENANT'S expense of special reinforcing and settings adequate to absorb and prevent noise and vibration.
- 43. FORCE MAJEURE. None of the parties hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limitation, strikes, boycotts, picketing, slowdowns, work stoppages, or labor troubles of any other type, acts of God (including, but not limited to, flood, wind, earthquake, hurricane, or other natural catastrophes), war, riots, or national or local emergencies, unless otherwise covered by the hazard or liability insurance as specified in Paragraph 9.
- 44. OPTION TO PURCHASE. The LANDLORD/SELLER hereby gives and grants unto the TENANT/BUYER the exclusive option to purchase the above-described real property and improvements. TENANT/BUYER shall exercise the option to purchase the property on or before the expiration date of the term of this lease. The option purchase price will be the principal balance remaining on that certain Promissory Note and Loan Agreement between the LANDLORD and the Farmers and Merchants Bank dated July 20, 2016, which original amount of the loan being \$604,257.00. If TENANT/BUYER fails to exercise the option to purchase, said deposit shall be the exclusive property of the LANDLORD/SELLER. See Exhibit "C" for rent schedule.
- 45. At least thirty (30) days prior to the expiration date of the term of this Agreement, TENANT/BUYER shall notify LANDLORD/SELLER of any defects that may appear in the LANDLORD/SELLER'S title to the property. If any defects are raised which cannot be cured, then the TENANT/BUYER may accept title in its existing state or else elect not to close the purchase transaction, in which event the rights and obligations of the parties hereunder shall cease and terminate and be of no further force and effect, earnest money deposit shall be returned to the TENANT/BUYER.
- 46. THE TENANT/BUYER shall purchase the property in "as is" condition and shall inspect the property prior to taking possession thereof under this Agreement. Any right to object to a physical defect in the property not objected to by the TENANT/BUYER prior to the TENANT/BUYER taking possession shall be considered waived by the TENANT/BUYER.
- 47. In the event the TENANT/BUYER exercises its option to purchase the Property and the above-referenced conditions are satisfied, the LANDLORD/SELLER shall convey the property to

the TENANT/BUYER by Deed. The TENANT/BUYER shall pay all closing costs, including but not limited to, the preparation of the Deed, the requisite documentary stamps to be affixed thereto, and the costs of recording the deed. The TENANT/BUYER shall pay all costs associated with the obtainment of the purchase money financing, if any, including but not limited to: origination fees, points, credit reports, surveys, recording fees, intangible taxes and documentary stamps to be affixed to the mortgage.

- 48. SPECIAL TERMS AND CONDITIONS. This agreement is subject to these covenants and conditions recorded on August 12, 2009 in ORB 639, Page 410, public records of Jefferson County, Florida and by reference made a part hereof.
- 49. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements, conditions, and understandings between LANDLORD and TENANT concerning the leased Premises, and there are no other promises, agreements, conditions, or understandings, either oral or written, between them other than as set forth in this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on LANDLORD or TENANT, unless reduced to writing and signed by them and by direct reference made a part hereof. No surrender of the demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement this day of November, 2016.

Signed, sealed and delivered in our presence as witnesses:	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Witness Signature	LANDLORD, Stephen Walker, Chairman
Type or Print Witness Signature	
Witness Signature	
Type or Print Witness Signature	
Signed, sealed and delivered	CLEN DIGHAD EXTERDIBLES LIC
in our presence as witnesses:  Sechi Asum Bird	GLEN BISHOP ENTERPRISES, LLC
Witness Signature  7. Bucking hom Bird  Type of Print Witness Signature	TEXANT
Type or Print Witness Signature	
Witness Signature	
Type or Print Witness Signature	
Type of Time winces organize	

#### SCHEDULE "C"

Rent Schedule:

Lease Details:

BASE RENTAL

\$4,447.22

(Base rent based on fifteen (15) year amortization of \$610,000.00 at 3.92% interest fixed for seven (7) years and subject to adjustment thereafter.)

Sales tax

\$ 311.30

Monthly Payment

\$4,758.52

SALES TAX, if applicable, IS CURRENTLY 7% BUT IS SUBJECT TO CHANGE.

Initial check to be included with signed Lease:

First Month's Rent:

\$4,447.22

Sales Tax:

\$ 311.30

Security Deposit

Total

\$4,758.52

#### EXHIBIT "B"

#### Cost of Project Detail

Value of real property

\$ 12,000.00

Cost of improvements

\$ 585,759.00

Cost of Construction loan

\$ 5,000.00 FMB Attorney

\$ 1,500.00 BOCC Attorney

\$ \_\_\_\_\_loan orig. fee

TOTAL:

\$ 604,257.00

SCHEDULE "A"

Legal Description

## ITEM 5(a) BOCC MEETING TIME CHANGE REQUEST



#### **BOARD OF COUNTYCOMMISSIONERS**

#### JEFFERSON COUNTY, FLORIDA

#### THE KEYSTONE COUNTY-ESTABLISHED 1827

ONE COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344 PHONE: (850)-342-0287

**Benjamin Bishop**District 1

**Gene Hall**District 2 Vice-Chair

Hines F. Boyd
District 3

**Betsy Barfield**District 4

**Stephen Walker**District 5 Chairman

#### Change of BOCC Meeting Times for 1st meeting of the month

This item is a request to change the 1<sup>st</sup> meeting of the month to a later time in the day than the current 9 a.m. Chairman Walker has contacted newly elected commissioners for their input and he expects that Commissioners Fulford and Surles could attend the meeting to offer their input.

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney
Page 32 of 67

### ITEM 5(b) CHRISTMAS GIFT CERTIFICATES



#### **BOARD OF COUNTYCOMMISSIONERS**

#### JEFFERSON COUNTY, FLORIDA

#### THE KEYSTONE COUNTY-ESTABLISHED 1827

ONE COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344 PHONE: (850)-342-0287

**Benjamin Bishop**District 1

**Gene Hall**District 2 Vice-Chair

Hines F. Boyd
District 3

Betsy Barfield
District 4

**Stephen Walker**District 5 Chairman

Annually the Board of County Commissioners have given gift certificates to the Jefferson County Staff as a show of appreciation and dedication throughout the year. Approval for the 2016 Christmas Gift Certificates is requested along with setting the amount of each certificate.

#### ITEM 6

# PUBLIC HEARING – CDBG ECONOMIC DEVELOPMENT APPLICATION (2<sup>ND</sup> PUBLIC HEARING)

Dewberry Engineers Inc. 502 East Park Avenue Tallahassee, FL 32301 850.523.0062 www.dewberry.com

October 19th, 2016

Chairman of the Jefferson County BOCC Attn: Steve Walker RE: 1 Courthouse Circle Monticello, Florida 32344

CDBG Lloyd Crossing - Jefferson County

Dear Mr. Walker,

Please allow this letter to serve as a statement for the above referenced project. The proposed improvements included in this project are the minimum required to serve the indicated service areas. In addition, all required plans, contract documents, specifications and permits will need to be obtained prior to construction. Attached is the opinion of probable cost for this project.

The cost opinions attached to this letter were prepared and based on historical data and work currently under contract or bid.

Should you have any questions or need additional information, please contact me at 850.354.5181 or by email at <a href="mailto:aajose-adeogun@dewberry.com">aajose-adeogun@dewberry.com</a>.

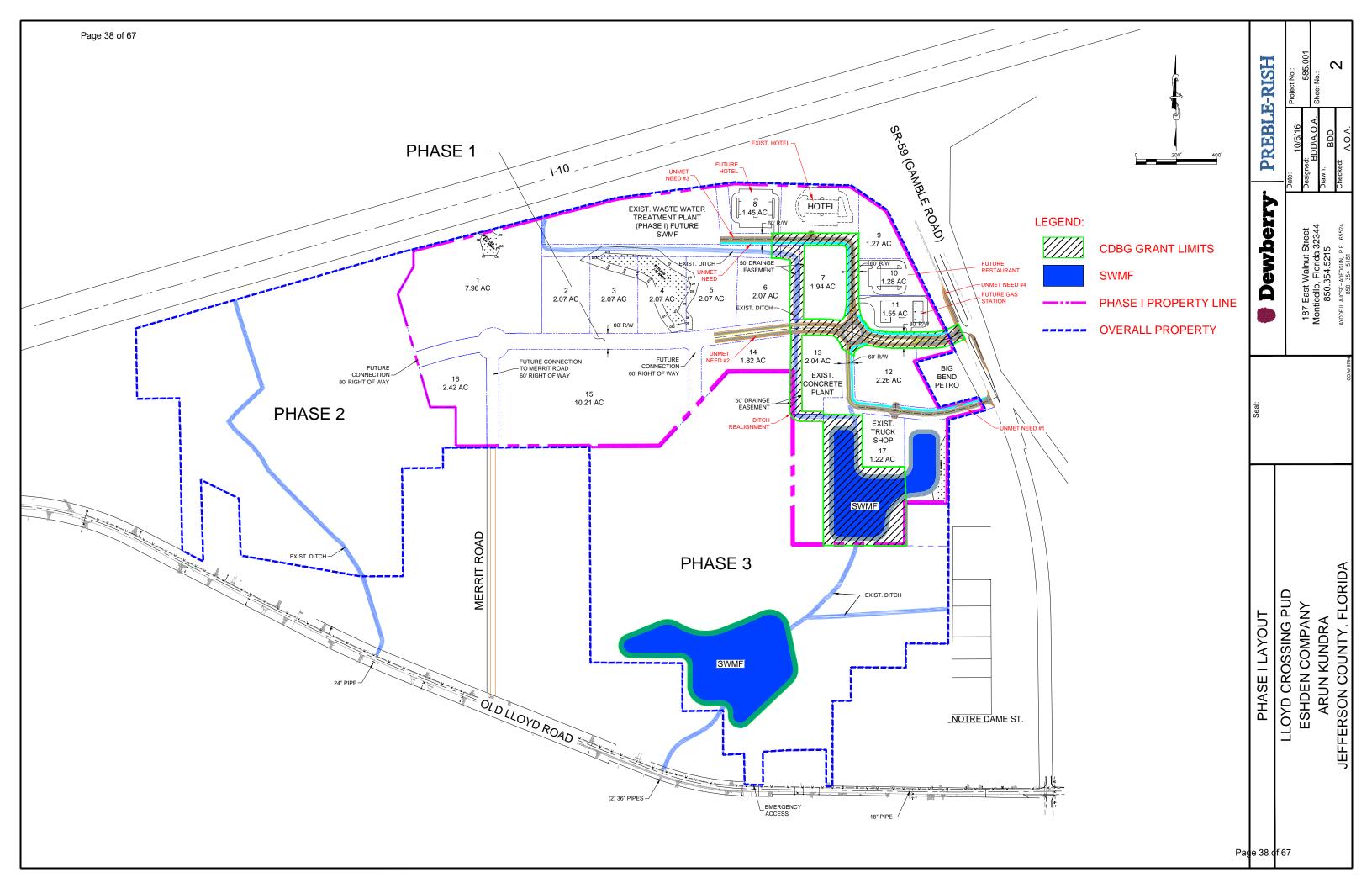
Sincerely,

Deji Ajose-Adeogun, P.E. Project Manager

Troject Munager

Cc: Kirk Reams – County Administrator (kreams@jeffersonclerk.com)
Bruce Ballister, ARPC (bballister@thearpc.com)

ITEM	DESCRIPTION	QTY	UNIT		UNIT PRICE		CDBG Funds	Participating Party Leverage Funds	Public Leverage from Local and Non- Local Sources
		STREET IN	/PROV	EME	ENT				
1	REGULAR EXCAVATION	1,100	CY	\$	14.50	\$	15,950.00		
2	EMBANKMENT	4,000	CY	\$	10.25		41,000.00		
3	12" TYPE "B" STABILIZATION	8.100	SY	\$	8.16	_	66,096.00		
4	OPTIONAL BASE GROUP 06	7,500	SY	\$	19.25	\$	144,375.00		
5	2" (220 LBS/SY) TYPE SP-9.5 SURFACE COURSE, TRAF B	7,500	sy	\$	12.75		95,625.00		
6	4" CONC. SIDEWALK (6' WIDE)	2,600	SF	\$	15.10	\$	39,260.00		
7	TYPE F MODIFIED CURB & GÚTTER	4,000	LF	\$	20.00		80,000.00		
8	FDOT TYPE C STRUCTURES	40	EA	\$	2,500.00	\$	100,000.00		
9	18" RCP	800	LF	\$	67.00	\$	53,600.00		
10	36" RCP	2,100	EA	\$	104.00	\$	218,400.00		
11	Electrical	1	LS	\$	30,000.00	\$	30,000.00		
12	SIGNING AND PAVEMENT MARKINGS	1	LS	\$	38,829.00	\$	38,829.00		
					SUBTOTAL	\$	923,135.00	\$ -	\$ -
		FLOOD AN	ID DRA	INA	GE				
13	DITCH BLOCKS	10	EA	\$	100.00	\$	1,000.00		
14	PERFORMANCE TURF, SOD	8,250	SY	\$	2.50	\$	20,625.00		
15	POND EXCAVATION	47,000	CY	\$	3.00	\$	141,000.00		
16	RELOCATE DITCH	1	LS	\$	50,000.00	\$	50,000.00		
					SUBTOTAL	\$	212,625.00	\$ -	\$ -
			S AND	LIF	T STATIONS)				
17	AIR RELEASE VALVE (SEWER)	2	EA	\$	2,100.00		4,200.00		
18	SEWER SERVICE CONNECTIONS	6	EA	\$	3,500.00	_	21,000.00		
19	SANITARY SEWER FORCE MAIN CLEANOUT	6	EA	\$	100.00		600.00		
20	4' DIA. SAN. SEWER MANHOLE	6	EA	\$	3,000.00	_	18,000.00		
21	8" GRAVITY PVC SAN. SEWER MAIN	1,300	LF	\$	70.00		91,000.00	•	•
		WATER LI	NEC/LIT	TII 17	SUBTOTAL	\$	134,800.00	\$ -	\$ -
22	CABLE PULL BOX	4	EA	\$	500.00	Г		\$ 2.000.00	
23	TELEPHONE PULL BOX	4	EA	\$	500.00			\$ 2,000.00	
	ELECTRICAL PULL BOX	2	EA	\$	500.00			\$ 2,000.00	
32	ELECTRICAL FOLE BOX  ELECTRICAL CONDUIT (4")	2.000	LF	\$	5.00			\$ 10,000.00	
33	COMMUNICATIONS CONDUIT (2")	3,000	LF	\$	5.00			\$ 15,000.00	
	8X8" TAPPING SLEEVE AND VALVE (WATER)	1	EA	\$	7,500.00	\$	7,500.00	Ψ 15,000.00	
35	8" PVC POTABLE WATER MAIN	1,900	LF	\$	32.30		61,370.00		
	8" GATE VALVE	5	EA	\$	2,500.00		12,500.00		
37	12" JACK AND BORE W/ 8" CARRIER PIPE	100	LF	\$	319.00		31,900.00		
38	FIRE HYDRANT ASSEMBLY	4	EA	\$	3,500.00		14,000.00		
39	AIR RELEASE VALVE (POTABLE WATER )	1	EA	\$	2,170.00		2,170.00		
00	THE TELEVISION OF THE TOTAL TO	0		ΙΨ	SUBTOTAL		129,440.00	\$ 30,000.00	\$ -
MISCELI	ANEOUS				00D.0171L		.20,0.00		
	DESIGN FEE	1 1	LS	\$	98,000.00				\$ 98,000.00
	GEOTECHNICAL	1	LS	\$	13,000.00	l			\$ 13,000.00
	PERMITTING FEE	1	EA	\$	1,000.00				\$ 1,000.00
	CONSTRUCTION PHASE SERVICES	1	LS	\$	65,800.00	\$	30,000.00		\$ 35,800.00
	SURVEY AND WETLAND FLAGGING	1	LS	\$	15,000.00	Ė	,	\$ 15,000.00	
					SUBTOTAL	\$	30,000.00		\$147,800.00
					TOTAL	\$	1,430,000.00	\$ 45,000.00	\$147,800.00



# Part 2 – Application Profile and General Scoring Criteria

# Application Profile Table G-1

#### **Local Government Contact Information:**

Local Government Name: Jefferson Co	ounty, Florida				
Street Address: 1484 South Jefferson Street					
Mailing Address (if different):					
City: Monticello Zip Code: 32344		Zip Code: 32344		County: Jefferson	
Main Telephone: 850 997-2087	Main Facsimi	le: 850 997-6560	F	ederal ID Number: 59-6000690	
DUNS Number: 034119979	Local Govern	ment's Name in DUNS: Je	efferson, (	County of	
Chief Elected Official: Stephen Walker			Title: 0	Chairman, Board of County Commissioners	
Telephone: 850-342-0218			Facsim	Facsimile: 850-342-0222	
E-mail Address: swalker@jeffersoncou	ıntyfl.gov		•		
Local Government Financial Officer: Kirk Reams  Title: Clerk of Court			Clerk of Court		
Telephone: 850-342-0218		Facsimile: 850-342-0222			
E-mail Address: KReams@JeffersonCle	erk.com		•		
Local Government Project Contact: Dia	ana Bullock		Title: A	Assistant to County Coordinator	
Street Address: 1484 South Jefferson S			1	,	
City: Monticello Zip Code: 32344			de: 32344		
Direct Telephone: 850-997-2036 Facsimile: 850-997-6760					
E-mail Address: dbullock@jeffersoncountyfl.gov					

# **Application Profile – Table G-1 (Continued)**

Application Preparer Information					
Preparer's Name: Bruce Ballister		Organization Preparing Application:			
		Local Government	Private Company   RPC		
Street Address: 2507 Callaway Road, Suite 200					
City: Tallahassee		State: FL	Zip Code: 32303		
Telephone: 850 488-6211 x. 100		Facsimile: 850 488-1616			
E-mail Address: bballister@thearpc.com					
Consultant Information					
Consultant's Name: Apalachee Regional Plannin	g Council		☐ Private Company ☐ RPC		
Street Address: 2507 Callaway Road, Suite 200					
City: Tallahassee		State: FL	Zip Code: 32303		
Telephone: 850 488-6211		E-mail Address: bballister@thearpc.com			
Demographics					
U.S. Congressional District Number: 2	Florida Senate District N	lumber: 3 Flo	rida House District Number: 7		
Service Area Census Tract(s) and Block Group(s):	2502				
Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.					
Commercial Revitalization (Part 4)		Economic Development (Part 5)			
Housing Rehabilitation (Part 6)		Neighborhood Revitalization (Part 7)			

### **Application Profile – Table G-1 (Continued)**

<b>Funding for Planning and Design:</b> You must check the Planning and Design Funding – Neighborhood Revitalization box if you want to be considered for funding. (The maximum funding for Planning and Design is \$70,000. In addition to the total funding needed for planning and design, the dollar amounts needed for basic engineering, additional engineering and administration must be shown below.)					
Planning and Design Funding – Neighborhood Revitalization					
If you will accept funding for Planning and Design, indicate the total amount being requested: \$					
Basic Engineering \$	Additional Engineering \$		Administration \$		
Citizen Participation – Public Hearings  Documentation of the citizen participation activities must be included in Appendix D of Part 9.					
List the date that the public notice List the date when for the first public hearing was published: the first public hearing was held: Feb 2, 191					
List the date that the public notice  List the date when					

#### **Subgrant Funding Request:**

for the second public hearing was published:

The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.

the second public hearing was held:

LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 5,335	Subgrant Funds Being Requested: \$ 1,500,000

# Application Profile Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.				
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	Yes	⊠No		
Interlocal Agreement Will project activities require an interlocal agreement? If <i>yes</i> , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	Yes	⊠No		
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes?  Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/ =committees	Yes	⊠ No		
Grant Preparation Costs  The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested.  Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9.  Amount: \$8,000	⊠ Yes	□No		
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	⊠ Yes	□No		

#### **Project Narrative — G-2**

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

#### Addressed Need:

The Lloyd Crossing development will replace an aging truck stop and convenience store that has or is being demolished to remedy ground contamination of petrochemicals located in a plume that extended beneath the diesel pump area and the retail convenience store. The proposed facility will also include a new up to date hotel adjacent to an existing older facility. The Principal Party, Arun Kundra, is platting public road right of way for the installation of public roads, drainage, and utilities to serve newly platted properties. All work to be paid for by CDBG dollars will take place within public rights of way dedicated in a new plat produced to provide distinct parcels for the hotel, fuel/convenience store, and other retail and interstate food options. The Owner and Participating Party, Arun Kundra, AKA Eshden Partners, will be the owner/franchisee of the new facilities outlined in this application. There may be by the time the works are finished, additional tenent/owners of additional properties that would benefit from the availablity of commercial properties. As currently platted and developed, the Principal Party is unable to attract new businesses to his property, a two overly large parcels at 13.6 and 24.9 acres each. A third minor parcel encompassing 0.02 acres is occupied be a roadway and would be redeveloped to county standards after platting. The replatting amd construction of public roads and infrastructure will permit the sale or lease of new parcels in commercially attractive building sites. Please see the Phase 1 site plan in the Maps Appendix A.

Existing public water services are provided by the Jefferson Communities Water Company; wastewater treatment is provided by the Participating Party in an FDEP licensed facility rated at 42,000 gpd. To serve the proposed project, the Participating Party will be making improvements to the WWTP to upgrade blowers and pumps and to clean/clear the percolation ponds. The project is also designed to include a regional stormwater facility that will provide the water quality treatment and rate attenuation required by the NWF Water Management District. There is currently underway, minor FDOT improvements to the I-10/SR59 interchange. These minor safety improvements will have no impact on the proposed construction.

The project will meet a National Objective by providing employment to at least 42 new FTE positions, of which more than 51% will be from Low to Moderate Income Households at the time of hiring. The anticipated new jobs created by this project will be in the rebuilt fuel convenience store, it's co-located fast food restaurant, a new hotel under a Marriott Fairfield Inn flag and additional employment at an existing truck maintenance facility as follows:

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Facilty	Number of	Anticipated
	new FTEs	LMI FTEs
Fuel / Convenience Store	11	10
Hotel/Fairfield Inn by Marriot	t 20.5	19.5
Fast Food restaurant	13	12
Truck Maintenance	1	1
Totals	45.5	42.5

Based on the Principal Party's anticipated staffing estimates, the County will be requesting a grant of \$1,500,000 dollars to construct the minimal amount of infrastructure necessary to accommodate these new businesses.

All construction will occur within the Applicant's jurisdiction. It is anticipated that if the project is granted funding by January of 2017, that pending approval of the Environmental Review record by end of April, that construction would start in mid-summer of 2017, a construction period of 270 days would see end of construction in Spring of 2018.

The project, if constructed as proposed in the preliminary site plans being processed by the Jefferson County Planning Department has been estimated to cost approximately \$1.43 million. Although the CDBG guidelines call for up to 8% of the total request in Administration fees, the grant writing and administration proposal is capped at \$70,000, bringing the total ask to \$1.5 million. Based on the preliminary design the project proposes the following quantities and costs.

Activity / Description	Units	Cost
Road Improvements	7,700 SY	\$889,310
Drainage Improvements	47,00 CY	\$212,625
Sewer Lines	1,300 LF	\$134,800
Water Lines	2,000 LF	\$129,483
Engineering Svcs during Con	s. LS	\$30,000

TOTAL Base Bid \$1,430,000

Jefferson County has agreed to pay contribute to the project monies to compensate the Engineer for design of the proposed facilities including the required geo-technical and permitting costs as well as a portion of the Svcs during construction, for a total of obligated \$152,000 in fees.

Unmet Needs - The project as described above does not meet all of the needs as presented in the Principal Party's Phase 1 plan as submitted to the Planning Department. These are described below with their costs and are noted on the site plan in the Maps Appendix.

#### North Road Extension:

As shown on the preliminary plan, the roadway to serve the new hotel site is extended only to the first driveway in that parcel's circulation plan. It would be preferable to extend the hard top roadway to at least the second driveway location and if possible to the entrance to the WWTP property. Costs and quantities associated with the North Road Extensions are:

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Activity / Description	Units	Cost
Road Improvements	7,700 SY	\$889,310
Drainage Improvements	47,00 CY	\$212,625
Sewer Lines	1,300 LF	\$134,800
Water Lines	2,000 LF	\$129,483

TOTAL Bid Alt 1 \$xxx,xxx

#### West Road Extension:

As shown on the preliminary plan, a potential extension to the west of the proposed round-about would serve proposed lot 15. The Principal Party is in preliminary negotiations with a firm that would occupy this property and develop it upon completion of a serviceable roadway and extgension of utilities. Costs and quantities associated with the North Road Extensions are:

	TOTAL Bid Alt 2	 \$xxx,xxx
Water Lines	X,XXX LF	\$xxx,xxx
Sewer Lines	X,XXX LF	\$xxx,xxx
Drainage Improvements	X,XXX CY	\$xxx,xxx
Road Improvements	X,XXX SY	\$xxx,xxx
Activity / Description	Units	Cost

#### South Loop Road Extension:

As shown on the preliminary plan, construction of the southern loop road would permit dual access to the site and provide improved access to the existing Big Bend Petro site, (not included in the Principal Party's Plat). In addition, this extension will bring an improved roadway section to service the existing truck repair facility that will see at least one new employment position as enumerated by the Principal Party. Currently, an uncurbed area of rough asphalt covers this area with no defined roadway. Costs and quantities associated with the North Road Extensions are:

Activity / Description	Units	Cost
Road Improvements	X,XXX SY	\$xxx,xxx
<b>Drainage Improvements</b>	X,XXX CY	\$xxx,xxx
Sewer Lines	X,XXX LF	\$xxx,xxx
Water Lines	X,XXX LF	\$xxx,xxx
	TOTAL Bid Alt 3	\$xxx,xxx

#### SR 59 Deceleration Lane:

As shown on the preliminary plan, a deceleration lane is expected to be required as an FDOT condition of permitting for increased daily trips to the facility. The additional costs are exclusively for the additional pavement and associated improvements of adding a deceleration lane to the existing entrance. Costs and quantities associated with the North Road Extensions are:

Activity / Description	Units	Cost
Road Improvements	X,XXX SY	\$xxx,xxx
	TOTAL Bid Alt 4	Sxxx.xxx

All of the unaddressed needs described above will complement the basic and minimal improvements proposed to serve the project. Thus each complements the provision of access and services to the proposed employment of at least 42 new employees.

8

Flood Prone Areas.

The National Flood Insurance Program's coverage of the subject property is on Panel 12065C0275C. The Firmette produced from that panel definitively shows that the site is not located within a 100-yr flood prone area. Jefferson County does participate in the NFIP.

Although both JEfferson County and the Principal Party will have contributing funds involved in the project, none are being enrolled as leveraged funds.

An existing building on the property, may or may not be standing at the time of submission. The building and facilities formerly occupied by the Capital City Travel Plaza will be or will soon be destroyed as a part of remedial FDEP brownfields cleanup activities. The plume of contaminated soils is know to underlie both fueling aprons and a corner of the two story structure. No public architectural barriers will be affected.

# **General Scoring Criteria — Table G-3**

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)				
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)				
Rural Area of Opportunity (RAO)	Rural Community as defined by §288.0656, F.S			
Area of Critical State Concern pursuant to §380.05, F.S.	Florida Enterprise Zone pursuant to §290.0065	, F.S.		
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)				
4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)				
<b>4a.</b> If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, <b>score 10 points</b> , <b>or</b>				
<b>4b.</b> If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, <b>score 5 points.</b> (Transfer this score to line 3c. of the Application Scoring Summary page.)				
If applicable, list the date that the public notice for the CATF meeting was published:	If applicable, list the date when the CATF meeting was held:			

## **General Scoring Criteria** — **Table G-3 (Continued)**

#### 5. Outstanding Performance in Equal Employment Opportunity (EEO)

M/WBE Contracting: The applicant may contracting in the most recent Small Citie date. Review the M/WBE reports submit	es CDE	3G subgrant	that was admi	nistrat	ively c	losed not more than	four year	rs before a	pplication deadline
Most Recent Administratively Close	d Sma	II Cities CDI	3G Contract Nu	ımber	:				
Amount Awarded to M/WBE firms		÷	÷ Total Prime Contracts Amount X 100 =		_	M/WBE %			
M/WBE %		Points							
0.0 - 4.99% 5.0 - 14.99% 15.0 - 19.99% 20.0 - 24.99% 25.00%+		0 5 10 15 20			5a. M/WBE Contracting Score:  (Maximum 20 points)				
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.									
<b>Local Government Minority Employment:</b> The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.									
Number of Permanent Full-time Equiv Minority Applicant Employees 19	/alent	÷ Applican		ant En	ent Full-time Equivalent t Employees 79.5		Applicant's Percentage of Minority Employees 23.9%		
Enter percentage of minorities in the applicant's county:									
If the "Prorated 60 Points Score" is claimed, complete the following equation:									
Applicant's Percentage of Minority Employees	÷	-	ge of Minorities cant's County	s in	=	Applicant's Percei Minority Emplo	_	X 60 =	Points Claimed
23.9			36.2			66.1	66.1		39.6

If the applicant has three or less employees, 40 points may be claimed.				
5b. Local Government Minority Employment Score (60 Points Maximum):				
6. Outstanding Performance in Fair Housing				
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.				
	Da	ate	Score	
6a. Date Fair Housing Ordinance Adopted:				
6b. Date of Fair Housing Workshop:				
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):				

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score:

(Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)

(90 points maximum)

# Part 2 – Application Profile and General Scoring Criteria Instructions

#### **Application Profile (Table G-1)**

The application profile must reflect the requested information about the applicant, including demographics; the person who prepared the application; and the type of application. The applicant's name as it appears in the DUNS system must be included in the appropriate box on page 2.

#### **Funding for Planning and Design**

Applicants for Neighborhood Revitalization subgrants that do not have completed plans and specifications can request to be considered for planning and design funding if their applications are not selected for full funding. Planning and Design funding can assist communities with the costs of preparing biddable construction plans and design specifications for their neighborhood revitalization projects. Check the box if you will accept funding for Planning and Design if your application score is below the fundable range. (The annual Notice of Funding Availability will state if Planning and Design funding is being offered.)

The maximum award is \$70,000. The funding request must be consistent with the design portion of the Rural Utility System (RUS) fee schedule and any additional engineering costs. Up to six percent of the planning and design funding can be used for eligible administrative costs during the planning and design phase.

Funding for Planning and Design should further the objectives, community development, or mitigation needs set out in the local comprehensive plan, the capital improvements plan, or the local mitigation strategy. Funding for Planning and Design will be awarded in accordance with 73C-23.0045(1)(g).

#### **Citizen Participation**

Local governments must conduct two public hearings prior to submitting their applications for funding. Documentation of the citizen participation activities must be included in Appendix D of Part 9. The following documents shall be included:

- •Copies of the required public hearing notices and affidavits of publication;
- •Certified copies of the minutes from the public hearings;

#### **Historic Preservation**

Answer "Yes" if any project activity will result in one of the following:

- •Direct physical changes to a structure 50 or more years old, such as demolition (partial or complete), rehabilitation, restoration, remodeling, renovation, expansion, or relocation
- •Direct physical changes to public improvements 50 or more years old, such as stone curbs or brick streets
- •Direct physical changes to a planned open space 50 or more years old, such as a park or plaza
- •Project activities occurring within 100 feet of a structure, public improvement, or planned open space 50 or more years old
- Project activities occurring in a Historic District listed on the National Register of Historic Places

If this question is answered "Yes," proceed as follows:

- Contact the State Historic Preservation Office (SHPO) during the application planning process. Properties listed, or eligible for listing, in the National Register of Historic Places must be designed in accordance with the recommended approaches in the Secretary of the Interior's Standards or Rehabilitation Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service). This publication and technical assistance may be obtained from the SHPO, 500 South Bronough Street, Tallahassee, Florida 32399-0250.
- Provide original photographs to SHPO that can be used to determine the historical/architectural significance of the property. Photographs must show each side of the structure and general views of the property in its surroundings; they should be identified by street address and keyed to the service area map. If potentially significant historic properties are identified, SHPO will recommend the appropriate approach.
- Provide the following documentation in Appendix L of Part 9:
  - The location/address;
  - The construction date;
  - The activity affecting the historic property; and
  - The results of any pre-application discussions with SHPO regarding the potential impact of the proposed project on historic properties

#### **Interlocal Agreements**

Indicate whether or not activities will require an interlocal agreement. If activities will take place, or services will be extended or provided, outside of the applicant's jurisdiction, include in Appendix J an interlocal agreement signed by the chief elected officials, or legally designated individuals of the jurisdictions, that specifies:

- The units of local government (parties involved)
- The purpose of the interlocal agreement
- A delineation of the cooperation between the parties involved
- A description of the activities and the service area(s)
- The amount of funds being committed (and associated terms)
- A statement that the project is not inconsistent with the local comprehensive plans of all involved jurisdictions

#### State of Financial Emergency

Indicate if the local government is currently listed as being in a state of financial emergency pursuant to Section 218.50-218.504, F.S. The list of communities determined to be in a state of financial emergency is located at – http://www.leg.state.fl.us/cgi-bin/View\_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees

#### **Grant Preparation Costs**

If grant preparation costs are to be paid from the subgrant, the grant writer must have been procured pursuant to 2 CFR sections 200.317-.326. Include the following in Appendix F of Part 9:

Include the following in Appendix F of Part 9:

- A copy of the Request for Proposal advertisement
- The ranking sheets
- Minutes of the meeting where the grant writer was selected
- A copy of the invoice from the grant writer
- A copy of the contract between the local government and the grant writer

If the Department determines that the procurement or contracting process did not meet program requirements, or that an expense is ineligible, the associated expense(s) will be disallowed.

If the local government prepared the application using local government staff or the staff of another governmental agency selected pursuant to Chapter 287, F.S., the local government may seek payment only for direct costs incurred as part of the application preparation. In order to be eligible for payment, documentation of direct costs must be provided with the application.

#### **National Flood Insurance Program**

Please indicate whether the local government is a current participant in the National Flood Insurance Program.

#### **Project Narrative (G-2)**

The information below must be included in the project narrative:

- 1. Applications proposing more than one activity or service area must include a narrative for each activity and/or service area.
- 2. Applications presenting both addressed and unaddressed needs must include a separate project narrative for each.
- 3. For addressed and unaddressed needs, a narrative description of each proposed activity must include the following information:
  - Activity description, including the need being met
  - Explanation of the need for CDBG funding
  - Proposed construction start and completion dates
  - Quantity and location of activity within the service area
  - Cost of the activity
  - · How the activity meets a national objective
  - Purpose of the activity (if not readily apparent)
  - Beneficiaries (Total, VLI and LMI) of the activities.
- 4. Describe all activities to be undertaken and the projected cost, without regard to the funding source or whether such funding will be counted for leverage.

- 5. Describe any activities in which a portion of the construction will occur outside of the applicant's jurisdiction.
- Describe any impact that proposed DOT or county road construction will have on the proposed CDBG funded activity.
- 7. Specify whether any portion of the project area is located in a flood-prone area and whether the local government participates in the National Flood Insurance Program.
- 8. If complementary activities are being undertaken, explain how they relate to the project.
- 9. If funds from other sources are being "leveraged," describe how the funds will be used (what they will pay for, etc.).
- 10. If the removal of public building architectural barriers to handicapped persons is being paid for with CDBG funds, identify:
  - The location and function of each building
  - The barriers to be removed in each building
  - How the expenditure of CDBG funds will resolve the problem
- 11. If using a survey that was completed for a previous CDBG project, state the subgrant number and year the survey was conducted.
- 12. The narrative for Economic Development applications must also include a statement regarding, or description of, the following:
  - The roles of all Participating Parties, local governments, agencies, and other parties whose actions or participation are necessary for the project's success
  - The number and types of jobs to be created and/or retained
  - Additional development, spin-off jobs, and the need for additional goods and services which are likely to be stimulated by the proposed project
  - Any increases to the tax base that will occur, including property, sales, and other taxes
  - Anticipated training needs of LMI persons who may apply for the created jobs; and how and who will provide the training
  - That the cost per job to be created and/or retained by each Participating Party as a direct result of the CDBG assisted activity is \$34,999 or less in CDBG funds.
- 13. The narrative for Commercial Revitalization applications must also include a statement regarding, or description of, the following:

If acquisition or demolition other than for an easement is proposed as part of the project, provide the following documentation with the application:

- •The purpose of the proposed acquisition or demolition
- •A list of the sites proposed for acquisition or demolition
- •The ownership of each site
- Current zoning and land use of the proposed site
- •Estimated value of each site
- •Current zoning for each site

For activities addressing the Slum and Blight National Objective, include a description of the slum or blight conditions being addressed by the activity and documentation that the activity is eligible under CDBG regulations.

#### **General Scoring Criteria (Table G-3)**

- 1. Enter the **Community Wide Needs Score** provided by the Department. This document is posted to the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants
- 2. If the local government has one or more special designations, enter 20 points for the **Special Designation Score**. Points cannot be claimed unless all activities occur within the boundaries of the special designation. The service area or project area map and the jurisdiction map must show the boundaries of the designated area(s) if the designation does not encompass the entire jurisdiction.
- 3. If the applicant has not had an open CDBG subgrant in the NR, HR, or CR categories within five years of application deadline, claim 100 points for the **Grant History Score**.
- 4. Local governments are no longer required to have a Citizen Advisory Task Force (CATF). However, an applicant can score a maximum of 10 points if it has appointed a CATF and the CATF met to discuss community needs and make recommendations to the local governing body before the first public hearing was conducted and the CDBG application was drafted. An applicant can claim five points if the CATF meets after the first public hearing but before the notice for the second public hearing is published and the draft application is finalized.

The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. The meeting must be noticed as required by 73C-23.0031(45), FAC. Documentation, including minutes from the meeting, a sign-in sheet and an affidavit of publication of the meeting notice, must be included in Appendix D of Part 9. If an affidavit is not available by the application deadline, a tear sheet with the notice must be provided in Appendix D, and the affidavit must be provided by the end of the "completeness period" to retain the points.

#### **Outstanding Performance in Equal Employment Opportunity**

- 1.Achievement in M/WBE Contracting
  - •Enter the appropriate score based on achievement reported in Minority-/Women-Owned Business Enterprises (M/WBE) reports to the Department from the most recently administratively closed subgrant. The percentage is calculated by dividing the total amount of funds reported as awarded to M/WBE contractors or subcontractors by the total amount of all prime contracts awarded.
  - •If the applicant has no administratively closed CDBG subgrant within four years of the application deadline date, score 5 points.
- 2.Local Government Minority Employment

When determining the local government minority employment score:

• "Permanent full-time employment" includes full-time and part-time employees who are eligible to receive benefits, but not elected officials. County applicants shall count only the staff employed by the Board of County Commissioners, and not any constitutional officers. Only one payroll within 45 days of the application deadline shall be used for establishing total full time employees and total full time minority employees.

- •The number of part-time employees, who meet the definition of permanent full-time employees because they are eligible to receive benefits, must be converted to full-time equivalents (FTE) based upon the number of hours worked in an average week, with 40 hours per week setting the standard for full-time employment.
  - Minority population percentages are provided by the Department. For the local government employment score calculations, "within the County" includes the sum of incorporated and unincorporated areas.
  - The applicant may claim:
- •60 points if the percentage of permanent full-time and full-time equivalent minority employees equals or exceeds the percentage of minorities within the County, or
- •40 points if the local government has three or fewer employees without regard to full-time or part-time status, or
- •A prorated portion of 60 points if the percentage of full-time and full-time equivalent minority employees is less than the percentage of minorities within the county.

#### **Outstanding Performance in Fair Housing**

The applicant may claim:

- 1. Five points if, before the application deadline, the local government adopted a Fair Housing Ordinance that covers all federally protected classes (race, color, familial status, handicap, national origin, religion, and sex).
- 2. Five points if the local government conducted a Fair Housing workshop within 12 months before the application deadline date that meets all of the following conditions:
  - Public notice was provided pursuant to 73C-23.0031(45), F.A.C.,
  - The workshop was conducted by the local government, and the information presented during the workshop was designed for the general public, property owners, housing professionals and local elected officials,
  - An agenda and training materials covering both the state and federal Fair Housing laws were provided to all participants, and
  - A sign-in sheet was maintained.

Someone must attend the workshop to claim the points for conducting the workshop.

#### **EEO/Fair Housing Summary**

Up to 90 points can be claimed for Outstanding Performance in Equal Employment Opportunity and Outstanding Performance in Fair Housing:

- 20 points for Achievement in M/WBE contracting
- 60 points for Local Government Minority Employment
- 10 points for Outstanding Performance in Fair Housing

#### RESOLUTION No. 2016-\_\_

A RESOLUTION OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO MAKE APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF JEFFERSON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT FOR FY2015, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, Jefferson County has been experiencing high unemployment coupled with a lack of in county job opportunities, the County wishes to assist the private sector in providing new employment options. This will require the construction of roadways, waterlines, and sewer and drainage facilities. Construction of said facilities will create a substantial quality of life benefit for low-to-moderate income persons;

# NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY THAT:

<u>Section 1</u>. The Florida Small Cities Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income persons as indicated in the proposed FY 2015 CDBG Application. Completion of the Project described in the application will further the County's commitment to provide for its citizen's health, safety and welfare and a majority of the beneficiaries will be employees from very low to moderate income households.

<u>Section 2</u>. The County Commission hereby directs the Chairman to sign all necessary certifications of the Community Development Block Grant application.

<u>Section 3</u>. The County Commission hereby directs the Chairman to execute and submit the attached application to the Florida Department of Economic Opportunity for approval.

<u>Section 4</u>. The Chairman is authorized and directed to sign and submit additional information in a timely manner as may be required by the Florida Department of Economic Opportunity. Routine reporting documents not materially altering the scope of the grant contract may be executed by the County Clerk.

<u>Section 5</u>. The proposed CDBG application is consistent with the Jefferson County's Comprehensive Plan, by virtue of the proposed facilities being permitted within the existing Future Land Use designation on the adopted Jefferson County Future Land Use Map and as described in the Future Land Use Element.

<u>Section 6</u>. The Jefferson County Comprehensive Plan is adopted as the Jefferson County Community Development Plan.

<u>Section 7</u>. This Resolution shall take effect immediately upon its adoption.

Done and adopted by majority vote of the Jefferson County Commission in special session on this 1st day of November, 2016.

BY:	ATTEST:		
Steven Walker, Chairman	Kirk Reams		
Jefferson County Commission	County Clerk		
	APPROVED AS TO FORM		
	Buck Bird		
	County Attorney		

November 1, 2016

Mr. Patrick Howard, Grants Specialist Florida Small Cities CDBG Program Department of Economic Opportunity 107 East Madison Street – Collins Building 2nd Floor MSC – 400 Tallahassee, Florida 32399-650

Dear Mr. Howard;

Please accept Jefferson County's commitment of support for the Economic Development CDBG application for works to be constructed in rights of way and easements to be dedicated for this purpose neat the I-10 / SR 59 interchange. Per the format of the application's requirements, we offer the following:

1. A clear statement of the scope, nature, cost, and desired results of the project.

Jefferson County is committed to the success of this project. As shown in the preliminary site plan, the project will construct roadway and utility improvements to serve newly platted lands with the intent of replacing the soon to be demolished Capital Travel Plaza with a modern Travel Center complete with convenience retail amenities and a national chain fast food franchise. The project will also construct access to a new hotel that will serve the Jefferson/Leon market and interstate travelers. It is expected to create a minimum of 45.5 new positions which we would expect to be from low to moderate income families. The overall base bid construction is estimated to cost \$1,400,000. We are requesting that CDBG cover \$30,000 of the services during construction and the Administration fee of \$70,000 for a total request of \$1.5M.

2. A statement of the local government's willingness to expend non-CDBG funds required for project completion, referenced in the Activity and Funding Source. The statement must indicate all funds will be expended after the date of the site visit and prior to submission of the administrative closeout.

Jefferson County has committed to financial support of this project by expending funds through our contracted civil engineer to cover the design and permitting costs of this project. Dewberry Preble-Rish, the County Engineer of Record, will be performing these design services for the project. No county funds will be expended prior to the site visit or after administrative closeout. These funds are described below and in the Activity and Funding Sources page in the application.

3. A quantitative description of the funds provided by the local government, including the source (general revenue, tax increment financing (TIF), enterprise funds, bank loans, grants, etc.) and the budget activity line item for which the funds will be expended.

Based on the preliminary design estimates, Jefferson County has agreed to provide:

- a. \$98,000 for Design Engineering,
- b. \$13,000 for Geotechnical support,
- c. \$ 1,000 for Permitting, and,
- d. \$65,800 for a portion of the services during construction.

These funds will come from the County's General Revenue funds. The amounts may vary depending upon the final scope of work approved and permitted.

4. A statement that all proposed activities and job creation locations conform to local zoning requirements, land development regulations, the future land use map, and that they are not inconsistent with the Comprehensive Plan.

The Application's Appendix C, includes a statement from the County's Planning Officer detailing the allowable uses for the subject properties as determined by the adopted Jefferson County Comprehensive Plan and Future Land Use Map. This project is consistent with those allowable uses.

5. If not being created as part of the project, a statement that there is sufficient potable water and sewage plant treatment and delivery capacity to provide adequate service to the job creation location of each Participating Party at the projected levels of employment, operational activity, and customer usage.

We have requested that the Jefferson County Water Company, the private water supplier for the Lloyd area provide a statement of capacity to serve the new and replaced facilities. The Participating Party, Eshden Partners owns and controls the Waste Water Treatment Facility the serves this property. It is currently operating under permitted capacity and will upgraded, and/or repaired as necessary to bring it up to capacity. We have asked the engineer to provide a statement to this effect.

6. The terms of any commitment made to a Participating Party, individual, business entity, or other local government, other than potential CDBG assistance, as an inducement for participation.

The have been no offers or commitments made to Eshden Properties or its Principal, Arun Kundra as an inducement to pursue this project. The County has agreed to this project to defray the multi-million dollar investment being made to rebuild the travel center and build the hotel.

7. A description of how any displacement or relocation of homeowners, tenants, businesses or others, as a result of the project, will occur. If displacement or relocation will occur, include a copy of the notice(s) provided to potential displaced or relocated person pursuant to the Uniform Act and as illustrated in HUD Handbook 1378, Appendices 2 thru 7.

There are no homesites on the property and no displacement of any tenents, homeowners, or businesses. The owner's Capital City Travel Center is being demolished under an agreement with the FDEP to correct and remove brownfields contamination from beneath the building. This removal is not an effect of the CDBG application, but an enabler.

8. The basis for the determination that a national objective will be met as provided by 24 CFR Section 570.483(b) (4) (iv) or (v), if appropriate.

Based on the proposed employment in the rebuilt travel center, hotel, and the existing truck repair facility, Eshden Partners has proposed an employee staffing plan that will require 45.5 full time positions to serve the 24-7 operation. Due to the service nature of these positions, it is anticipated that almost all but management positions can be filled from low to moderate income households. The LMI positions are for cleaning, maid-service, counter help, kitchen crews which require little training prior to employment.

9. For the purpose of documenting public benefit only, agree that if upon completion of a project funding public infrastructure, the threshold cost per job of \$35,000 is not attained, the local government shall continue to track all jobs created as a direct result of the infrastructure or facility by all Participating Parties, and by those businesses or other job-creating entities who later create jobs as a direct result of the availability of the public improvement or facility.

All jobs created by all parties as a direct result of the public improvement or facility must be tracked in case it becomes necessary for the jobs to be used to document a national objective.

Jefferson County, agrees that if upon completion of this project, the threshold cost per job of

\$35,000 is not attained, the Jefferson County shall continue to track all jobs created as a direct result of the infrastructure or facility by Eshden Partners, and any of its franchise operations and any other businesses attracted to the site as a result of this infrastructure investment.

10. Affirm that the construction of infrastructure, such as drainage or retention ponds, roads, sidewalks, parking, etc., which will be paid for with CDBG funds, shall only be undertaken on public property, a public right-of-way, or a public or private utility easement.

The Principal Party's private properties are currently in the Jefferson County's process of filing a preliminary plat for approval with the Planning and Zoning Commission. These filings provide clear assignment of the rights of way to Jefferson County for new roads and utilities and drainage easements for relocated drainage structures and the storm water pond.

11. Provide an unequivocal statement that, if the proposed CDBG funded infrastructure is not provided to the job creation location(s), the jobs cannot be created or retained by the Participating Party(s).

Jefferson County recognizes that Eshden Properties is undertaking a significant financial burden in reconstruction of the Travel Center and a new Fairfield Inn. It is our opinion, that without the additional support of the proposed CDBG funded infrastructure, the new job creation would not occur at this location.

We hope that the above statements satisfy the Department's concerns over Jefferson County's commitment to support the Principal Party's plans to improve his property, bring additional tax base to Jefferson County and most importantly, provide new opportunities for Jefferson County's unemployed citizens. We thank you in advance for your assistance to our staff and grant writer in helping form this application.

Sincerely,

Stephen Walker, Chairman

Jefferson County Board of County Commissioners.

#### November 1, 2016

Mr. Patrick Howard, Grants Specialist
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – Collins Building 2nd Floor
MSC – 400
Tallahassee, Florida 32399-650

Dear Mr. Howard;

I, Arun Kundra, am the owner and principal of Eshden Partners, LLC. In accordance with the requirements of the Jefferson County FY2015 CDBG-ED application being made to assist my redevelopment plans, I hereby attest to the following:

- 1. That the CDBG assisted activities will not result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another.
- 2. That neither Eshden Partners, LLC, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in any jobs significant job loss as defined in 24 CFR 570.210; and
- 3. The Participating Party agrees to reimburse the Jefferson County any CDBG assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 CFR 570.210.

I further attest to the following.

- 1. The concept, scope, and cost of its part of the project.
  - The project will facilitate the redevelopment of a parcel to be platted, granting rights of way to Jefferson County and creating easements for drainage. The project will construct the beginnings of a roadway network, a phase 1 that will serve a modern travel center and hotel. The County's engineer has estimated that the base bid for the project will cost \$1.4 million dollars with another 100,000 going toward grant administration and engineering services. Eshden Partners will be constructing the \$5 million-dollar travel center, a \$10 million dollar 88 room Fairfield Inn as well as providing funding to the project to place utilities underground.
- 2. A brief description of each Participating Party that reflects its legal name, explains the products or services offered, and states how it will benefit from the project.
- 3. This will not be a Start-Up for Eshden Properties. On this parcel, we currently own and operate a Econolodge Inn and the Capital City Travel Center.
- 4. The business activities are combined re-development, continuation of services and expansion. The Capital City Travel Center was constructed in 1975, shortly after the completion of I-10 across Florida. Eshden Partners acquired the property in 2001 and has been the operator of the travel center since then. Petroleum pollution under the fueling canopies and a portion of the building require their destruction. The new travel center will be a re-development operation replacing the existing structure with a state of the art facility. The existing 45 room Econolodge hotel was constructed in 1979, rebuilt in 2007 and it will remain in operation. A new 88 room hotel is to be constructed at the termination of the northern road extension.
- 5. The business is not a relocation. All but one of the now closed travel center have been absorbed into the workforce of the exiting hotel. One employee elected to find other work.

- 6. The following is the intent of Eshden Partners with respect to our planned workforce. These numbers are reflected in Part 5 of the application.
  - Creation of 45.5 FTE jobs
  - Creation of 42.5 FTE LMI jobs
  - Creation of 45.5 FTE jobs with company sponsored healthcare
  - Construction of the new hotel is expected to cost \$10 million; construction of the new travel center is
    expected to cost approximately \$5 million. In addition, we have pledged another \$45,000 based on the
    County Engineer's preliminary cost estimates.
  - At this preliminary stage, financing for the new structure is being sought through Tallahassee State Bank.
  - Loss of the Capital City Travel Center's revenues is hoped to be temporary. We anticipate beginning
    construction approximately co-incident with the construction of infrastructure so that opening dates
    will be as soon as possible after connections to road, sewer, water, and drainage infrastructure are in
    place and functional. That timing will depend on the progress of the grant through the CDBG process.
  - Documentation of how the job creation estimates were made are provided to include shift manning and approximate payrolls. These are based on industry averages and minimum staffing requirements for these facilities. Please see, Appendix N-I. (Need letter from Arun)
- 7. As these proposed positions are filled, the Pre-employment household surveys, prepared by our grant writer and approved by your department will be used as a part of the pre-employment documentation required by our HR or other management staff. These records will be retained and copied off for the Department's use in documentation of HUDs national objectives.
- 8. At the time of the post-construction site visit, we will be happy to provide a certified payroll report which verifies that our employees, documented with the Pre-Employment Household Income Certification Form, are active employees.
- 9. Eshden Partners has a long history of providing employment in the hotel service and at the Econolodge and Capital City Travel Center; we understand that there are many positions the will require on-the-job training in serving the public and in performing the day-to day duties required.
- 10. Eshden Partners commits to notifying Jefferson County in writing when it begins hiring and when it has completed it's staffing to the levels projected in the application.
- 11. Eshden Partners commits to the use of the North Florida Workforce Development Board and to advertise the newly created positions in one or more of the local newspapers that serve Jefferson County.
- 12. Eshden Partners commits to the development of a schedule which will, to the extent practicable, identify; the start date for construction of its facilities; the dates by which such construction will be 25%, 50%, 75% and 100% complete; the date that hiring of employees will begin; and the date by which all employees will be hired.
- 13. Eshden Partners commits to submit a detailed quarterly report to Jefferson County that demonstrates progress toward achieving the milestones.
- 14. Eshden Partners commits to provide to Jefferson County or its agents such information concerning the project as may reasonably be required.
- 15. Eshden Partners commits to comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S. We request that any normally private and secure financial data remain in a secured location at the Department rather than the County's file system.

16. In case the Department requires documentation of the existing hotel employees, Eshden Partners commits to provide a certified payroll report from the last payroll period prior to the Application Site Visit, which documents all of the company's active employee.

- 17. A commitment to track all jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG funds for a one-year period following the date of the completion of the CDBG infrastructure. Administrative closeout may not occur until grant cost per job (defined as total grant amount divided by total jobs created or retained) by all Participating Parties no longer exceeds \$10,000 or for one year following physical completion of the infrastructure, whichever comes first.
- 18. A statement of willingness to sign a legally binding Participating Party Agreement subject to award of the grant. 19. The names, titles, and ownership shares of all principals.
- 20. If applicable, a statement that the job creation location could not have been selected without the proposed infrastructure being provided to the site.
- 21. Documentation of site control over the proposed job creation location through ownership, lease, rent, contract for purchase, contract for lease, contract to rent, or purchase option.
- 22. A detailed and quantitative cost estimate for all activities to be undertaken by a Participating Party, documenting the sources, uses and amounts of all Participating Party funds that are necessary for the completion of the project, whether or not they are scored for leverage points.
  - •Leverage funds may not be used for ongoing operations and expenses. Typical uses of leverage funds include land, buildings, machinery, permits, construction and construction fees, impact fees, relocation expenses, capital equipment, furniture, fixtures, and rolling stock.
  - •Only the initial investment in supplies, inventory, uniforms, non-capital equipment, and tools, the replacement of which will be expensed-out, can be counted for leverage.
- 23. State whether or not the amount of funds used for leverage scoring is less than the full estimated cost of the Participating Party(s) investment into the project.
- 24. The Participating Party must state whether it plans to finance its portion of the project from borrowing, equity, or both, and in what anticipated amounts.
- 25. Provide adequate information to complete HUD Form 2880 to document the pecuniary interest and other disclosure requirements of Section 102 of the HUD Reform Act of 1989.
- 26. A statement that for the last two years (a) the Participating Party has not declared bankruptcy, and (b) that no principal of the Participating Party has declared bankruptcy.
- 27. If a Participating Party is an existing operating entity, or will be a spin-off or subsidiary of an existing operating entity, provide for the existing entity:
  - •Financial statements (balance sheets, profit and loss statements, and cash flow statement) for the previous two years. If the Participating Party is a publicly held corporation, published annual statements will suffice.
  - •Current interim financial statements, if applicable.

28. The Department may require a statement of commitment from any other investor, equity participant, or other party whose participation, cooperation, or investment is necessary for the successful completion of the project.

