



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford
District 1 Chairman

Gene Hall
District 2

J T Surlis
District 3

Betsy Barfield
District 4 ViceChair

Stephen Walker
District 5

Regular Session Agenda

March 15, 2018 at the Courthouse Annex
435W. Walnut Street, Monticello, FL 32344

1. **6 PM – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations & Awards**
 - a) Presentation - **HONOR OF Sheriff David Hobbs** Wall Plaque to HIS FAMILY
 - b) Behind the Badge Foundation Presentation - Dr. Barbara Reddick
 - c) Jefferson County Extension/University of Florida Presentation - John Lilly
- Introduction of New Staff Member assisting the farming community
3. **Consent Agenda**
 - a) Approval of Agenda
 - b) Minutes of March 1, Regular Session
 - c) General/Transportation Fund Vouchers
 - d) Lease Documents Required for New Dump Trucks & Solid Waste Purchase
4. **General Business**
 - a) Jefferson County Health Department Public Workshop Discussion- Kimberly Allbritton
 - b) 2018 Dirty Pecan - Epic Gravel Bicycle Ride - Commissioner Barfield
5. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
6. **County Coordinator**

Road Construction List - 1st Edition to be considered for 2018 Projects - BOCC
7. **Commissioner Discussion Items**
8. **Adjourn**

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

Tim Sanders
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney



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Items going before the Board of County Commissioners:

Public Announcements, Presentations & Awards:

- A. Our celebrated Sheriff David Hobbs has left a lasting impression on us all, we are taking an opportunity to again express APPRECIATION and HONOR to a fabulous public servant to his family and friends. A proclamation has been adopted along with defining images that will hopefully express our feelings towards our lost friend and cornerstone of the community. We proudly display the plaque showing honor to Sheriff Hobbs in the location we could all confidently see our protection during public meetings and a willing comment or opinion on items effect our beloved Jefferson County.
- B. Dr. Barbara Reddick has requested time to present a newly forming foundation in memory of Sheriff David Hobbs. We understand the "Behind the Badge Foundation" has been created to provide scholarship opportunities to students looking to further their education and opportunities in our community. We look for additional information to be provided and understanding of benefits this foundation may provide. At this time no action has been requested of the Board of County Commissioners.
- C. Jefferson County/University of Florida Extension Service is presenting a marketing survey report that provides the summary of call in customers' opinion of the extension service's performance related to many items provided to our public. This report will provide an insight to several programs and the impression from actual participants of how the Extension Office is reaching their target audience. Also; Mr. John Lilly, Univ. of Florida/Jefferson County will introduce Ms. Danielle Sprague to Commissioners and Jefferson County citizens.

Consent Agenda:

- D. The New Year brings another opportunity for the public works departments to keep the dump truck fleet modern and mostly without maintenance issues. Turning in just over 1 year old trucks in trade for new models requires lease documents each time another lease is created. This request is for approval to enter into the lease contract and authorize both the Chairman's signature and authority for County Coordinator Parrish Barwick to be an authorized signer related to these documents. Many times a quick turnaround presents itself and the ability of the Coordinator to have signature authority allows business to continue without interruption.

General Business

- A. Commissioner Hall has requested Ms. Kimberly Albritton attend this meeting to report on public workshops and programs held; the outcomes that have been or will be realized from these meetings. Some of the programs are in progress so final information may not be available but will be forthcoming as timing allows.

Tim Sanders
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
March 1, 2018

The Board met this date in regular session. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Eugene Hall, JT Surles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Finance Director Charles Culp.

1. Commissioner Surles led the invocation and pledge of allegiance.
2. Citizen John Nelson announced that the VFW awards banquet was going to be held on April 7th.
3. County Coordinator Parrish Barwick stated the plaque for Sheriff Hobbs had been hung on the wall and that when the Hobbs family was ready, he had a plaque prepared to present to them as well.
4. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the consent agenda—including the approval of agenda, the minutes of the February 15th Regular Session, the General/Transportation Fund Vouchers and the Small County Grant Approval for Southern Music Rising—was approved.**
5. Chairman Fulford introduced the 2018 FDOT Road Improvement submittal items. After discussion, the Board decided to move forward with the next roads on the priority list for submission. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the Board approved Ebenezer Road as the CIGP submittal. On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the Board approved Government Farms Road and Barnes Road as the SCRAP submittals. On motion by Commissioner Walker, seconded by Commissioner Hall, and unanimously carried, the Board approved Boston Highway South and Casa Bianca as the SCOP submittals.**
6. Commissioner Barfield introduced the RESTORE ACT consultant services RFQ item. She stated her desire to have a consultant assist the county in shouldering the administrative responsibilities that go along with the RESTORE ACT. **On motion by Commissioner Hall, seconded by Commissioner Fulford and unanimously carried, the Board approved proceeding with an RFQ.**
7. County Coordinator Parrish Barwick introduced the 2018 Road Bond list item. He stated he had presented each Commissioner with a priority list of roads. He requested that each Commissioner send a final list by Friday, March 9th. County Coordinator Barwick stated he would then compile the list for a vote at the March 15th Regular Session.
8. Citizen D.C. Merritt inquired about the tax deed sales. Clerk of Court Finance Director Charles Culp stated an attorney had been assisting the Clerk's Office before moving forward and that sales would commence in the near future.

9. Tax Collector Lois Howell-Hunter presented a check to the County for her excess funds in the amount of \$527,410.59. Citizen Paul Henry stated his opinion that some of the excess funds be returned to the citizens.
10. County Coordinator Parrish Barwick and Solid Waste Director Beth Letchworth discussed issues with a roll off truck. County Coordinator Barwick stated that rather than repair the old one, it would be more cost effective to enter into a lease-purchase agreement. He presented a proposal with Capital Trucks to “piggy-back” the contract with City of Tallahassee for the lease. **On motion by Commissioner Walker, seconded by Commissioner Barfield and unanimously carried, the Board approved moving forward with the lease-purchase.**
11. Commissioner Barfield reminded everyone about the Dirty Pecan cycling event on March 3rd. She also stated she had recently visited the Lamont Schoolhouse and the renovations looked fantastic. She expressed a desire to utilize this building in some way in the future.
12. Commissioner Fulford announced that the Economic Development website was up and running.
13. Commissioner Walker stated the Regional Planning Committee needed a layperson to join. He noted the committee meets every other month and for anyone interested to go the website and fill out an application.
14. The warrant register was reviewed and bills ordered paid.
15. **On motion by Commissioner Walker, seconded by Commissioner Hall and unanimously carried, the meeting was adjourned.**

Chairman

Attest: _____
Clerk

REPORT DATE 03/07/2018
SYSTEM DATE 03/07/2018
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1
TIME 10:07:21
USER KNEWBERRY

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	011947525341	CONSTRUCTION SERVICES	VR 01030718-003	01/09/2018	-	West Lake Road	137632.32
CHECK TOTAL FOR CHECK NUMBER 312382 DATED 03/07/2018 WRITTEN TO CAPITALA Capital Asphalt for the amount of							137632.32
01001	012104573998	HIST PRES GRANT - MONT HSVR	01030718-002	02/15/2018	-	Jefferson High School	5116.85
CHECK TOTAL FOR CHECK NUMBER 312383 DATED 03/07/2018 WRITTEN TO RILEYPAL Riley Palmer Construction for the amount of							5116.85
01 Bank Code TOTALS for 00002 Checks to 00002 Vendors for the amount of							142749.17
REPORT TOTALS for 00002 Checks to 00002 Vendors for the amount of							142749.17

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND			
Advanced Business System	03/15/2018	-	304846	02/27/2018	VR 01031518-001	Mtr#71985	43.34	.00
					CHECK TO VENDOR==>VENDOR	ADVBUSIN Advanced Business Systems	TOTALS	43.34 .00
Albritton Electrical Svc	03/15/2018	-	1162	02/26/2018	VR 01031518-074	Baseball Field-Breaker	600.00	.00
					CHECK TO VENDOR==>VENDOR	ALBRITTO Albritton Electrical Svc	TOTALS	600.00 .00
Animal Medical Clinic*	03/15/2018	-	278357	03/07/2018	VR 01031518-048	#4512 T.K.X.	112.00	.00
Animal Medical Clinic*	03/15/2018	-	278357	03/07/2018	VR 01031518-049	#4512 Vet Services	45.00	.00
					CHECK TO VENDOR==>VENDOR	ANIMALCL Animal Medical Clinic*	TOTALS	157.00 .00
Apalachee Center	03/15/2018	-	681805	03/05/2018	VR 01031518-054	JeffCntyBaker-MarchmanAct	2596.58	.00
Apalachee Center	03/15/2018	-	681805	03/05/2018	VR 01031518-055	JeffCntyBaker-MarchmanAct	670.09	.00
					CHECK TO VENDOR==>VENDOR	APAMENHE Apalachee Center	TOTALS	3266.67 .00
Ard, Shirley & Rudolph,P	03/15/2018	-	11595	02/28/2018	VR 01031518-007	#2-101.1 Overages 02/18	1452.50	.00
					CHECK TO VENDOR==>VENDOR	ARDSHIRL Ard, Shirley & Rudolph,PA	TOTALS	1452.50 .00
BancorpSouth	03/15/2018	-	640964	03/02/2018	VR 22031518-131	#002-0070780-004	3499.91	.00
					CHECK TO VENDOR==>VENDOR	BANCORPS BancorpSouth	TOTALS	3499.91 .00
Big Bend Tire	03/15/2018	-	14169	02/02/2018	VR 22031518-024	Solid Waste-Disposal	106.00	.00
Big Bend Tire	03/15/2018	-	14213	02/06/2018	VR 22031518-020	Solid Waste-Rotate Tires	20.00	.00
Big Bend Tire	03/15/2018	-	14238	02/08/2018	VR 22031518-022	Solid Waste	90.00	.00
Big Bend Tire	03/15/2018	-	14442	02/23/2018	VR 22031518-021	Solid Waste-Oil Change	70.00	.00
Big Bend Tire	03/15/2018	-	14515	02/28/2018	VR 22031518-025	SolidWaste-Dsmnt&Disposal	106.00	.00
Big Bend Tire	03/15/2018	-	14521	02/28/2018	VR 22031518-023	Solid Waste	90.00	.00
					CHECK TO VENDOR==>VENDOR	BIGBENTI Big Bend Tire	TOTALS	482.00 .00
Trevor Boland	03/15/2018	-	03061801	03/06/2018	VR 14031518-125	CrisisIntervenTeamTrainin	75.00	.00
					CHECK TO VENDOR==>VENDOR	BOLANDTR Trevor Boland	TOTALS	75.00 .00
Dorian Bradley	03/15/2018	-	03061801	03/06/2018	VR 14031518-126	CrisisIntervenTeamTrainin	75.00	.00
					CHECK TO VENDOR==>VENDOR	BRADLEYD Dorian Bradley	TOTALS	75.00 .00
Ron Brumbley	03/15/2018	-	03051801	03/05/2018	VR 01031518-091	ReplaceBearingAssembly	315.00	.00
					CHECK TO VENDOR==>VENDOR	BRUMBLER Ron Brumbley	TOTALS	315.00 .00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Campbell's Plumbing, LLC	03/15/2018	-	12392	02/13/2018	VR	01031518-003	Annex-Repair Water Pipe	175.00	.00
CHECK TO VENDOR==>VENDOR CAMPBPLU Campbell's Plumbing, LLC TOTALS								175.00	.00
CenturyLink	03/15/2018	-	00180218	02/17/2018	VR	01031518-051	Act#424520018	154.42	.00
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink TOTALS								154.42	.00
City of Monticello	03/15/2018	-	01190218	02/23/2018	VR	01031518-059	Act#00020119	111.46	.00
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello TOTALS								111.46	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-092	#AN2AW01	11.21	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-094	#AN2MO01	278.17	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-095	#AN2MO02	112.05	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-096	#AN2MO05	67.23	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-099	#AN2MO08	91.49	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-100	#AN2MO09	52.22	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-101	#AN2MO10	89.64	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-102	#AN2MO11	33.61	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-103	#AN2MO11	33.62	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-104	#AN2MO12	44.82	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-105	#AN2MO13	48.52	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-106	#AN2MO15	22.41	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-107	#AN2MO16	67.23	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-108	#AN2MO17	89.64	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-109	#AN2MO18	44.82	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	01031518-110	#AN2MO21	25.00	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	19031518-093	#AN2AW01	11.20	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	19031518-097	#AN2MO06	46.67	.00
State of Florida	03/15/2018	-	2M-7797	02/22/2018	VR	22031518-098	#AN2MO07	67.23	.00
State of Florida	03/15/2018	-	2M-7798	02/22/2018	VR	01031518-075	#AN2	41.52	.00
State of Florida	03/15/2018	-	2M-7799	02/22/2018	VR	19031518-129	#AN2-14844	33.95	.00
State of Florida	03/15/2018	-	2M-7800	02/22/2018	VR	01031518-076	#AN2-10457	22.44	.00
State of Florida	03/15/2018	-	2M-7801	02/22/2018	VR	01031518-077	#AN2-1550	39.58	.00
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida TOTALS								1374.27	.00
Duke Energy	03/15/2018	-	22830318	03/01/2018	VR	01031518-127	Act#6872002283	6.66	.00
Duke Energy	03/15/2018	-	22830318	03/01/2018	VR	19031518-128	Act#6872002283	6.65	.00
Duke Energy	03/15/2018	-	35520318	03/01/2018	VR	01031518-040	Act#0392903552	229.17	.00
CHECK TO VENDOR==>VENDOR DUKE Duke Energy TOTALS								242.48	.00
Fla Municipal Ins Trust	03/15/2018	-	029118Q3	03/01/2018	VR	01031518-036	#0291 Auto Liability	7693.42	.00
Fla Municipal Ins Trust	03/15/2018	-	029118Q3	03/01/2018	VR	01031518-037	#0291 Auto Physical	5402.09	.00
Fla Municipal Ins Trust	03/15/2018	-	029118Q3	03/01/2018	VR	01031518-038	#0291 Property	25284.59	.00
Fla Municipal Ins Trust	03/15/2018	-	029118Q3	03/01/2018	VR	01031518-039	#0291 Workers Comp	41258.75	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE NUMBER	VOUCHER TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR FLAMUNIN Fla Municipal Ins Trust TOTALS	79638.85	.00
Fred Fox Enterprises, In	03/15/2018	-	H20-28	03/02/2018	VR 12031518-123	CDBG#15DB-OJ-02-43-01-H20	4083.34	.00
						CHECK TO VENDOR==>VENDOR FREDFOX Fred Fox Enterprises, Inc TOTALS	4083.34	.00
Gulf Coast Lumber/Supply	03/15/2018	-	30853	02/08/2018	VR 01031518-071	#300166 Keys	9.00	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31131	02/14/2018	VR 01031518-070	#300166 Hose	54.99	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31144	02/14/2018	VR 01031518-069	#300166 Paint, Eye Bolt	25.94	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31267	02/16/2018	VR 01031518-068	#300166 PVC, Solv Cement	27.39	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31340	02/19/2018	VR 01031518-067	#300166 PVC, Star Bit	19.22	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31648	02/23/2018	VR 01031518-066	#300166 Fence Post, Adhesi	52.17	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31822	02/27/2018	VR 01031518-065	#300166 Keys, PVC Adapt	50.39	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31915	02/28/2018	VR 01031518-064	#300166 Pliers	23.99	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31948	03/01/2018	VR 01031518-062	#300166 Paint, RollerFrame	157.58	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31956	03/01/2018	VR 22031518-013	Cust#300166 Mouse Trap	2.99	.00
Gulf Coast Lumber/Supply	03/15/2018	-	31977	03/01/2018	VR 01031518-063	#300166 GalvPipe, GalvNip	83.15	.00
Gulf Coast Lumber/Supply	03/15/2018	-	32151	03/05/2018	VR 22031518-135	#300166 Gas Can	19.99	.00
						CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply* TOTALS	526.80	.00
Jeff.Co. Clerk of Courts	03/15/2018	-	02281801	02/28/2018	VR 01031518-056	Filing Fees 02/18	1519.00	.00
						CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts TOTALS	1519.00	.00
Jefferson Community Wate	03/15/2018	-	05000218	02/28/2018	VR 22031518-027	Act#0320500	39.36	.00
Jefferson Community Wate	03/15/2018	-	18000218	02/28/2018	VR 01031518-080	Act#0201800	115.45	.00
Jefferson Community Wate	03/15/2018	-	20000118	02/28/2018	VR 01031518-044	Act#0212000	151.65	.00
Jefferson Community Wate	03/15/2018	-	20000218	02/28/2018	VR 01031518-045	Act#0212000	38.50	.00
Jefferson Community Wate	03/15/2018	-	41000218	02/28/2018	VR 22031518-028	Act#0424100	38.79	.00
Jefferson Community Wate	03/15/2018	-	56000218	02/28/2018	VR 22031518-026	Act#0415600	38.79	.00
						CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOTALS	422.54	.00
Ketchum, Wood & Burgert	03/15/2018	-	9-30	03/02/2018	VR 01031518-035	Medical Fees 02/18	4192.00	.00
						CHECK TO VENDOR==>VENDOR KETCHUMW Ketchum, Wood & Burgert TOTALS	4192.00	.00
Jerry Loggins	03/15/2018	-	03061801	03/06/2018	VR 14031518-124	CrisisIntervenTeamTrainin	75.00	.00
						CHECK TO VENDOR==>VENDOR LOGGINSJ Jerry Loggins TOTALS	75.00	.00
Dustin Matthews	03/15/2018	-	03021801	03/02/2018	VR 14031518-008	UndercoverNarcoticsTactic	75.00	.00
						CHECK TO VENDOR==>VENDOR MATTHEWD Dustin Matthews TOTALS	75.00	.00
McClellan Five, LLC	03/15/2018	-	641	03/01/2018	VR 22031518-014	SolidWaste-Fitting, HydLin	90.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR MCCLELLA McClellan Five, LLC							TOTALS	90.00	.00
Monticello Carquest Inc.	03/15/2018	-	38156547	02/07/2018	VR 01031518-072	Cust#253 SparkPlug,Lamp	17.60	.00	
Monticello Carquest Inc.	03/15/2018	-	38157424	02/28/2018	VR 22031518-012	Cust#263 HydHose,CableTie	153.54	.00	
Monticello Carquest Inc.	03/15/2018	-	38157451	02/28/2018	VR 22031518-011	Cust#263 Wrench,Hyd Hose	107.73	.00	
Monticello Carquest Inc.	03/15/2018	-	38157519	03/01/2018	VR 01031518-073	Cust#253 Battery,Lamp,Oil	175.87	.00	
Monticello Carquest Inc.	03/15/2018	-	38157706	03/06/2018	VR 22031518-134	Cust#263 Exhaust Fluid	169.00	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS	623.74	.00
Monticello News	03/15/2018	-	8062	02/09/2018	VR 01031518-086	Extension-AD (Ag Saves)	78.00	.00	
Monticello News	03/15/2018	-	8148	02/21/2018	VR 01031518-085	Extension-HometownConnect	125.00	.00	
Monticello News	03/15/2018	-	8162	02/21/2018	VR 22031518-029	SolidWaste-HometownConnec	325.00	.00	
Monticello News	03/15/2018	-	8195	02/21/2018	VR 01031518-060	Recreation-HometownConnec	125.00	.00	
Monticello News	03/15/2018	-	8236	02/23/2018	VR 01031518-078	Notice-Surplus Property	57.50	.00	
Monticello News	03/15/2018	-	8269	02/28/2018	VR 01031518-084	Extension-FloridaSavesWk	107.50	.00	
Monticello News	03/15/2018	-	8303	02/28/2018	VR 01031518-079	Notice-Surplus Property	57.50	.00	
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News							TOTALS	875.50	.00
Mowrey Elevator Co. of F	03/15/2018	-	506195	03/01/2018	VR 01031518-006	#600483 Monthly Billing	184.34	.00	
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL							TOTALS	184.34	.00
MyOfficeProducts	03/15/2018	-	5193459	03/02/2018	VR 01031518-005	Act#40534 Paper Towels	53.24	.00	
MyOfficeProducts	03/15/2018	-	5207897	03/07/2018	VR 01031518-061	Act#40534 Metal Bookcase	380.03	.00	
CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts							TOTALS	433.27	.00
Office Depot*	03/15/2018	-	9216567	02/28/2018	VR 01031518-083	#9216567 Toner,Paper,Pens	106.56	.00	
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*							TOTALS	106.56	.00
O'Reilly Automotive, Inc	03/15/2018	-	5-321439	03/01/2018	VR 22031518-030	#336410 Motor Trt	23.97	.00	
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.							TOTALS	23.97	.00
Piggly Wiggly	03/15/2018	-	03071801	03/07/2018	VR 01031518-050	Act#105 Cat Food	2.10	.00	
CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly							TOTALS	2.10	.00
Pitney Bowes Global	03/15/2018	-	31019915	02/28/2018	VR 01031518-031	#0016224117 #3101991518	72.00	.00	
Pitney Bowes Global	03/15/2018	-	31019915	02/28/2018	VR 01031518-032	#0016224117 #3101991518	72.00	.00	
CHECK TO VENDOR==>VENDOR PITBOGLO Pitney Bowes Global							TOTALS	144.00	.00
Plantation Propane, Inc.	03/15/2018	-	92146	03/05/2018	VR 22031518-133	Solid Waste Delivery	87.00	.00	
CHECK TO VENDOR==>VENDOR PLANTATI Plantation Propane, Inc.							TOTALS	87.00	.00
The Plant Man Landscape	03/15/2018	-	E16-501	03/02/2018	VR 01031518-004	Courthouse-Sod	200.00	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR PLANTMAN The Plant Man Landscape TOTALS	200.00	.00
Priced Right Services LL	03/15/2018	-	012810	03/01/2018	VR 22031518-015	SolidWaste-BrakeCalipers	105.00	.00
						CHECK TO VENDOR==>VENDOR PRICEDRI Priced Right Services LLC TOTALS	105.00	.00
Purchase Power*	03/15/2018	-	02251801	02/25/2018	VR 01031518-033	#8000-9000-0348-3785	167.54	.00
Purchase Power*	03/15/2018	-	02251801	02/25/2018	VR 01031518-034	#8000-9000-0348-3785	167.54	.00
						CHECK TO VENDOR==>VENDOR PURCHASP Purchase Power* TOTALS	335.08	.00
Artezia	03/15/2018	-	0435749	02/27/2018	VR 01031518-052	Act#302577	21.75	.00
						CHECK TO VENDOR==>VENDOR QUALWATE Artezia TOTALS	21.75	.00
Jefferson Co. Road Dept.	03/15/2018	-	02281807	03/01/2018	VR 01031518-087	Extension Fuel	328.04	.00
Jefferson Co. Road Dept.	03/15/2018	-	02281811	03/01/2018	VR 01031518-088	MosqCtrl(Ext Using Vehic)	59.84	.00
						CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept. TOTALS	387.88	.00
Redwire	03/15/2018	-	139192	02/25/2018	VR 01031518-089	#W1M1603 Extension	72.64	.00
						CHECK TO VENDOR==>VENDOR REDWIRE Redwire TOTALS	72.64	.00
Restoration Assistance	03/15/2018	-	I-022063	03/04/2018	VR 22031518-130	Site Inspection 02/18	2250.00	.00
						CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance TOTALS	2250.00	.00
Right Way Welding & Fabr	03/15/2018	-	1290	02/14/2018	VR 01031518-058	RecPark-2 Soccer Goals	1350.00	.00
Right Way Welding & Fabr	03/15/2018	-	1295	02/28/2018	VR 22031518-016	SolidWaste-RepairMainFram	285.00	.00
						CHECK TO VENDOR==>VENDOR RIGHTWEL Right Way Welding & Fabri TOTALS	1635.00	.00
Keith Roddenberry	03/15/2018	-	220028	03/01/2018	VR 01031518-002	Courthouse-Lawn Service	50.00	.00
						CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry TOTALS	50.00	.00
Billy Simmons Backhoe*	03/15/2018	-	02281801	02/28/2018	VR 22031518-010	SolidWaste-Site Work	1275.00	.00
						CHECK TO VENDOR==>VENDOR SIMMONSB Billy Simmons Backhoe* TOTALS	1275.00	.00
James Skipworth	03/15/2018	-	03051801	03/05/2018	VR 01031518-090	RemoveRustStains,HorseAre	250.00	.00
						CHECK TO VENDOR==>VENDOR SKIPWORJ James Skipworth TOTALS	250.00	.00
Sniffen & Spellman, PA	03/15/2018	-	18746	03/07/2018	VR 01031518-041	Act#10007-001	210.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR SNIFFEN& Sniffen & Spellman, PA	TOTALS	210.00 .00
T & S Electric Inc.	03/15/2018	-	276025	03/01/2018	VR 22031518-017	SolidWaste-Restrooms	140.00	.00
						CHECK TO VENDOR==>VENDOR T&SELECT T & S Electric Inc.	TOTALS	140.00 .00
The Bancorp	03/15/2018	-	407185	02/28/2018	VR 01031518-081	#12788-36274,36275,36276	2283.54	.00
						CHECK TO VENDOR==>VENDOR THEBANCO The Bancorp	TOTALS	2283.54 .00
Toshiba Financial Servic	03/15/2018	-	22244752	02/28/2018	VR 01031518-046	#003-1321378-000	145.00	.00
Toshiba Financial Servic	03/15/2018	-	22244752	02/28/2018	VR 01031518-047	#003-1321378-000	35.00	.00
						CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service	TOTALS	180.00 .00
UniFirst Corporation	03/15/2018	-	0156366	03/01/2018	VR 22031518-018	Cust#1237569	190.06	.00
UniFirst Corporation	03/15/2018	-	0156863	03/08/2018	VR 01031518-042	Cust#1311916	88.20	.00
UniFirst Corporation	03/15/2018	-	0156873	03/08/2018	VR 01031518-043	Cust#1381144	26.62	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS	304.88 .00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-112	#222501100-1 #9802216762	20.62	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-113	#22250110-1 #9802216762	23.93	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-114	#22250110-1 #9802216762	23.93	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-115	#22250110-1 #9802216762	54.33	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-116	#22250110-1 #9802216762	.22	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-117	#22250110-1 #9802216762	89.36	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-118	#22250110-1 #9802216762	133.47	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-120	#22250110-1 #9802216762	.82	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 01031518-121	#22250110-1 #9802216762	108.33	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 19031518-119	#22250110-1 #9802216762	133.47	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 22031518-111	#222501100-1 #9802216762	811.58	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 22031518-122	#22250110-1 #9802216762	212.48	.00
						CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless	TOTALS	1612.54 .00
Walker Gas	03/15/2018	-	43	02/23/2018	VR 19031518-009	Wacissa Vol Fuel	65.70	.00
						CHECK TO VENDOR==>VENDOR WALKERGA Walker Gas	TOTALS	65.70 .00
TRAVIS WALKER, P.A.	03/15/2018	-	20124974	03/02/2018	VR 01031518-053	#00548 County Tax Certif	2794.00	.00
						CHECK TO VENDOR==>VENDOR WALKERTR TRAVIS WALKER, P.A.	TOTALS	2794.00 .00
Wastebuilt	03/15/2018	-	3220070	02/27/2018	VR 22031518-019	#111601 Color Camera	307.47	.00
Wastebuilt	03/15/2018	-	3221928	03/05/2018	VR 22031518-132	#111601 Roll Off Cable	286.54	.00
						CHECK TO VENDOR==>VENDOR WASTEBUI Wastebuilt	TOTALS	594.01 .00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Zee Medical Service	03/15/2018	-	08926803	02/22/2018	VR 01031518-057	Parks&Rec-MedicalSupplies	146.65	.00
		CHECK TO VENDOR==>VENDOR ZEEMEDIC Zee Medical Service				TOTALS	146.65	.00
2k webgroup	03/15/2018	-	6409	03/01/2018	VR 01031518-082	Monthly Maint & Hosting	219.45	.00
		CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup				TOTALS	219.45	.00
			CASH ACCOUNT # 011010000			TOTALS	120260.18	.00
			BANK ACCOUNT # 0101001611			TOTALS	120260.18	.00
					FINAL REPORT TOTALS		120260.18	.00

REPORT DATE 03/08/2018
SYSTEM DATE 03/08/2018
FILES ID B

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

PAGE 8
TIME 11:16:44
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 03/15/2018 TO 03/15/2018
VENDOR
VOUCHER TO 99999999
CASH CODE 01001

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END OF REPORT

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L	CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
AG-PRO Companies	03/15/2018	-	P76153	02/27/2018	VR 11031518-006	#JEFFFE0014 Windowpane	288.26	.00
AG-PRO Companies	03/15/2018	-	P76175	02/27/2018	VR 11031518-007	#JEFFFE0014 Plug	4.18	.00
		CHECK TO VENDOR==>VENDOR	AGPRO	AG-PRO Companies		TOTALS	292.44	.00
Big Bend Tire	03/15/2018	-	14233	02/08/2018	VR 11031518-003	RD-New Tires (2)	987.78	.00
Big Bend Tire	03/15/2018	-	14289	02/13/2018	VR 11031518-004	RD-New Tire	602.11	.00
Big Bend Tire	03/15/2018	-	14430	02/22/2018	VR 11031518-005	RD-New Tire	703.50	.00
		CHECK TO VENDOR==>VENDOR	BIGBENTI	Big Bend Tire		TOTALS	2293.39	.00
Borden Access Control*	03/15/2018	-	02271801	02/27/2018	VR 11031518-001	Service Charge	335.00	.00
		CHECK TO VENDOR==>VENDOR	BORDENAC	Borden Access Control*		TOTALS	335.00	.00
Capital Truck, Inc.	03/15/2018	-	305787	03/01/2018	VR 11031518-009	#70222 Kit-Solen, Tarp	295.95	.00
Capital Truck, Inc.	03/15/2018	-	40180	01/30/2018	VR 11031518-016	#70222 Annual DOT Inspect	.00	.00
Capital Truck, Inc.	03/15/2018	-	40182	01/12/2018	VR 11031518-017	#70222 PreDelivery Inspec	.00	.00
Capital Truck, Inc.	03/15/2018	-	40195	02/01/2018	VR 11031518-018	#70222 Check Engine	.00	.00
		CHECK TO VENDOR==>VENDOR	CAPTRUCK	Capital Truck, Inc.		TOTALS	295.95	.00
Conrad Yelvington Distri	03/15/2018	-	779551	02/20/2018	VR 11031518-012	Yard, N Salt, Noel	1588.32	.00
Conrad Yelvington Distri	03/15/2018	-	779719	02/21/2018	VR 11031518-013	Yard	2181.01	.00
Conrad Yelvington Distri	03/15/2018	-	780352	02/22/2018	VR 11031518-014	Yard, Noel	1072.69	.00
Conrad Yelvington Distri	03/15/2018	-	780750	02/23/2018	VR 11031518-015	Noel	335.55	.00
		CHECK TO VENDOR==>VENDOR	CONRADYE	Conrad Yelvington Distrib		TOTALS	5177.57	.00
Jones Welding & Industri	03/15/2018	-	00513495	02/28/2018	VR 11031518-011	#58688 Cylinder Rental	62.16	.00
		CHECK TO VENDOR==>VENDOR	JONESWEL	Jones Welding & Industria		TOTALS	62.16	.00
Grubbs Auto Parts, LLC	03/15/2018	-	223995	02/27/2018	VR 11031518-010	#1699 Oxygen	11.48	.00
		CHECK TO VENDOR==>VENDOR	NAPAAUTO	Grubbs Auto Parts, LLC		TOTALS	11.48	.00
O'Reilly Automotive, Inc	03/15/2018	-	5-321091	02/27/2018	VR 11031518-008	#336410 Cabin Filter	32.15	.00
		CHECK TO VENDOR==>VENDOR	OREILLY	O'Reilly Automotive, Inc.		TOTALS	32.15	.00
Tri-County Electric Coop	03/15/2018	-	90060218	02/27/2018	VR 11031518-002	Act#72001059006	30.58	.00
		CHECK TO VENDOR==>VENDOR	TRI-CO.	Tri-County Electric Coop.		TOTALS	30.58	.00
Verizon Wireless	03/15/2018	-	98022167	02/23/2018	VR 11031518-019	#222501100-1 #9802216762	122.17	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
			CHECK TO VENDOR==>VENDOR	VERIZONW	Verizon Wireless	TOTALS	122.17	.00
			CASH ACCOUNT #	111010000		TOTALS	8652.89	.00
			BANK ACCOUNT #	0101006511		TOTALS	8652.89	.00
						FINAL REPORT TOTALS	8652.89	.00

REPORT DATE 03/08/2018
SYSTEM DATE 03/08/2018
FILES ID B

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

PAGE 3
TIME 11:17:24
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 03/15/2018 TO 03/15/2018
VENDOR
VOUCHER TO 99999999
CASH CODE 08008

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT



Leasing 2

February 20, 2018

Sent via Email: pbarwick@jeffersoncountyfl.gov

Parrish Barwick
County Coordinator
Jefferson County Board of County Commissioners

Re: Financing for (2) Mack GU813 Dump Trucks

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

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

ALSO:

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

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

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

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

PLEASE RETURN ALL DOCUMENTS BY: *MARCH 8, 2018*

Email/fax to:

Donna Womack

dwomack@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 14

Overnight to:

Leasing 2, Inc.

1720 W. Cass St.

Tampa, FL 33606

(800) 287-5155

Alternate contact:

Rick Carney

rcarney@leasing2.com

Fax: (813) 258-9333

Phone: (800) 287-5155, Ext. 16

Thank you for your business.

LEASE-PURCHASE AGREEMENT

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

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

Dated as of March 1, 2018

This Lease-Purchase Agreement (the "Agreement") dated as of **March 1, 2018** by and between **Leasing 2, Inc.** ("Lessor"), and **Jefferson County Board of County Commissioners** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Florida** ("State").

WITNESSETH:

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II COVENANTS OF LESSEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III LEASE OF EQUIPMENT

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

ARTICLE IV LEASE TERM

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

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

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

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

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

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

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment

to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

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

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

ARTICLE VI RENTAL PAYMENTS

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

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

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

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

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

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

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

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

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

ARTICLE VII TITLE TO EQUIPMENT

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

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

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

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

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

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

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

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

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

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be

taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

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

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

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

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

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

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

ARTICLE XI OPTION TO PURCHASE

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

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

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

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

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

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

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

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR: Leasing 2, Inc.

Execute:

By: _____

Title: _____

Date: _____

LESSEE: Jefferson County Board of County Commissioners

Execute:

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

EXHIBIT A

**RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES**

LESSEE: Jefferson County Board of County Commissioners

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

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

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

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

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

Parrish Barwick, County Coordinator
(Print Name and Title)

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

Secretary/Clerk

Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

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

DATE OF AGREEMENT: **March 1, 2018**

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

[Ladies and]Gentlemen:

As counsel for **Jefferson County Board of County Commissioners** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **March 1, 2018** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

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

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

Sincerely,

EXHIBIT C

CERTIFICATE AS TO ARBITRAGE

I, **Parrish Barwick**, hereby certify that I am duly qualified and acting **County Coordinator**, of **Jefferson County Board of County Commissioners** (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated **March 1, 2018** (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

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

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of **\$275,000.00**, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of **\$275,000.00**. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

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

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

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

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

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

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

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

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

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

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

EXHIBIT E
PAYMENT SCHEDULE

LESSEE: Jefferson County Board of County Commissioners
LEASE AMOUNT: \$275,000.00
COMMENCEMENT DATE: 3/1/2018
INTEREST RATE: 3.85%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	5/1/2018	\$25,000.00	\$1,793.99	\$23,206.01	\$258,666.78
2	5/1/2019	\$56,321.64	\$9,694.07	\$46,627.57	\$210,188.60
3	5/1/2020	\$56,321.64	\$7,898.91	\$48,422.73	\$160,134.86
4	5/1/2021	\$56,321.64	\$6,034.64	\$50,287.00	\$108,454.39
5	5/1/2022	\$56,321.64	\$4,098.58	\$52,223.06	\$55,094.30
6	5/1/2023	\$56,321.64	\$2,088.01	\$54,233.63	\$0.00
Grand Totals		\$306,608.20	\$31,608.20	\$275,000.00	

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F
ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **March 1, 2018**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,
2. _____ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. _____ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

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

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

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **March 1, 2018.**

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated **March 1, 2018**, between **Leasing 2, Inc.** and **Jefferson County Board of County Commissioners**, leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

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

Please describe USE of equipment:

Sincerely,

Parrish Barwick, County Coordinator

Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **March 1, 2018**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"), such Agreement is modified as follows:

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

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

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

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **Jefferson County Board of County Commissioners** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of **March 1, 2018**, between **Leasing 2, Inc.** ("Lessor") and **Jefferson County Board of County Commissioners** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **Jefferson County Board of County Commissioners** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
3 Huntington Quadrangle, Ste 101N
Melville, NY 11747

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

INSURANCE COVERAGE REQUIREMENT

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

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

RE: INSURANCE COVERAGE REQUIREMENTS (Check one):

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

NAME: _____
ADDRESS: _____
CITY/ ST/ ZIP: _____
TELEPHONE: _____

to issue:

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

Coverage Required: Full Replacement Value

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

Minimum Coverage Required:
\$500,000.00 per person
\$1,000,000.00 aggregate bodily injury liability
\$1,000,000.00 property damage liability

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____

BILLING INFORMATION

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

Contact Name: _____

Company: _____

Street Address or Box #: _____

City, State, Zip: _____

County: _____

Telephone: _____ () _____

Fax: _____ () _____

Email Address: _____

Invoice Reference: _____ (2) Mack GU813 Dump Trucks _____

**CUSTOMER IDENTIFICATION PROGRAM
ORGANIZED ENTITY**

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

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

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

CUSTOMER IDENTIFICATION

Taxpayer ID Number: 59-6000690

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

Other, description: _____

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

PRIMARY ADDRESS AND REGISTRATION

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

State of Registration/Organization: _____

MAILING ADDRESS (if different from above)

Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Acknowledgment: The information contained herein is true and correct.

Jefferson County Board of County Commissioners

By: _____
Parrish Barwick

Its: _____
County Coordinator

Internal Escrow Letter

March 1, 2018

Santander Leasing, LLC
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re: Lease Purchase Agreement dated **March 1, 2018** (the "Lease") by and between: **Jefferson County Board of County Commissioners** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Leasing, LLC ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing **(2) Mack GU813 Dump Trucks** (the "Equipment") in the amount of **\$275,000.00** (the "Financed Amount"). Lessee hereby requests that Assignee retain **\$275,000.00** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

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

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

Sincerely,

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

By: _____
Parrish Barwick

Title: _____
County Coordinator

Date: _____



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford
District 1 Chair

Gene Hall
District 2

J T Surlis
District 3

Betsy Barfield
District 4-Vice Chair

Stephen Walker
District 5

Dirty Pecan–Epic Gravel Bicycle Ride 60-80-100-150 Miles – One Day Benefiting Jefferson County 4-H

March 3, 2018 – Jefferson County Extension Facility

Overview: John Webb approached me 5 years ago to produce a gravel bicycle ride in Jefferson County. We have built on the successes of each year.

Gravel riding is a combination of dirt/clay/and minimal asphalt surfaces with long distances. Gravel riders search out rides that have predominantly dirt/clay routes. Here in Jefferson County we are home to over 100 miles of beautiful dirt/clay roads. This is one of the factors that make Dirty Pecan wildly successful.

This event is unique as it is FREE to participate. That is another factor that makes Dirty Pecan very successful.

John Lilly and his team at the Extension facility worked very hard on getting the grounds in shape. Our participants were very pleased at the quality of the facilities. This is another factor that makes this ride so popular.

We hold this event the first weekend in March. This time of year our flowers are blooming, we are ahead of the pollen, and the weather is amazing – 40-70 degrees. Perfect for gravel riding. This is yet another factor that makes Dirty Pecan outrageously successful.

John created the routes thru Ride With GPS. The routes are in the North East quadrant of Jefferson County. The riders do go into the very southern portion of Georgia, as they have great clay roads too.

We promoted this ride through Facebook. We reached 102/K folks on FB; 7.1/K viewed the FB Dirty Pecan site and 2/K responded on our site. Facebook is a very powerful tool for this event.

While promoting the event, John Webb answered questions about the route maps and GPS technical questions.

Tim Sanders
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney



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Dirty Pecan–Epic Gravel Bicycle Ride

Page Two

Rick Ashton, a prominent gravel rider in our region, cycled the entire routes leading up to the event. He took and posted photos. He frequently offered commentary about the unique sites to see along the routes.

I monitored the Facebook site, answering questions and making comments.

We used EventBrite.com for registration. We asked folks to register so we could have some semblance of structure for the FREE ride; we needed emergency contact info; we wanted to know who was out on the routes. And, we have their contact info to promote Jefferson County in the future.

We offered RV and tent camping at the Extension facility; dry camping for \$5/night. We had about 25 RVs and 60 tent campers. There are bathrooms/hot showers available on site. This arrangement worked out very well. I am sure we will increase the price of camping next year.

We delivered post cards to our local restaurants the week of the event giving them a heads up on the volume of hungry cyclists in town for the weekend. We also mailed letters to the neighbors of the Extension facility letting them know of the event.

Producing a FREE event has its benefits – it is called a YOYO ride – You’re On Your Own. There are no expectations from the riders. We published the routes on our Facebook site and encouraged folks to download the routes on their GPS devices. We do not print the maps or cue sheets. We do not mark the course. We do not offer rest stops, water and hugs every 20 miles – this is a FREE endurance ride.

500+ riders registered. Approximately 400+ riders showed up Friday afternoon and Saturday morning. To handle that volume of people we held registration at Bird Legs Bicycle Shop (Major Sponsor) all day Friday; At the Extension facility we held registration Friday afternoon 4:00 – 6:30 & Saturday morning 6:30-8:00 am.

We attracted riders as far-flung as Maine, New Jersey, Mississippi, the Carolinas, Kentucky, Georgia, Alabama, etc. and south Florida – all over the United States. 90% of our riders were from out of town.

Tim Sanders
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney



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Dirty Pecan–Epic Gravel Bicycle Ride Page Three

Ride start was at 8:00 am sharp – all cyclists rolled out at the same time. Sheriff McNeil and 3 of his deputies were on hand at the first 4 turns on the route. We appreciate Sheriff McNeil and his deputies donating their time to the 4-H event to make sure we were safe.

On Saturday afternoon the volume of riders coming in from the ride was very manageable. Since the distances were staggered, the riders trickled in steadily starting around noon. We did not have lines for food or restrooms.

What would we do different? The only activity we had on Friday and Saturday nights was a bonfire. Perhaps we can partner with the Opera House or Southern Music Rising or the Art Gallery to have activities during the weekend of Dirty Pecan. We have a captured audience and I feel they would participate in our local activities.

Of course we could not have produced this event without volunteers and the team of Jefferson County. We appreciate all those folks that pitched in to get our County ready for our guests. Everyone did his or her part to present our County in the best light possible. Thank you to every one of you that touched our event and made it successful.

So, how did we make \$\$\$? We started with asking for sponsorship. We had \$8,000 in the bank in sponsorships at ride start. We sold BBQ dinners, SWAG bags, Dirty Pecan socks, camping, T-shirts and fleeced all cyclists for donations for 4-H. Our net for the event is over \$10,000!

A super big thank you to all our citizens that was courteous to the cyclists. Many comments we received were about how the Jefferson County citizens are in tune to the safety of riders. This particular aspect encourages folks to return to our beautiful county and participate in these types of activities. Again, THANK YOU!

So, we have a good thing going. We have had numerous comments/photos/videos posted on the Dirty Pecan Facebook site: <https://www.facebook.com/events/206091029867408/>

Next Year – March 2, 2019 is the date – Save it, participate, volunteer, and watch out for our cyclists.

Betsy Barfield
Commissioner – District 4
850.933.4055

Tim Sanders
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

	<u>DISTRICT 1</u>	<u>DISTRICT 2</u>	<u>DISTRICT 3</u>	<u>DISTRICT 4</u>	<u>DISTRICT 5</u>
1	Brock S-End 1	Cocroft 0.5	Curtis Mill 0.9	Blue Jay 0.8	Cody Church 3.4
2	Hopson 1.3	Dora's 0.3	East Glen 0.5	Canopy 0.5	Hawkins 1.2
3	Kinsey 1.5	Oetinger 1.1	Lakeside 0.2	Dove 0.4	Omega 0.25
4	Seabrooks 1.1	WT Lewis 0.6	Old Drifton 0.8	East BlueBird 0.3	Upper Cody 1.5
5	Silver Lake 0.7		Phelps 0.5	Greater Elizabeth 0.2	W. Pinhook 0.3
	Still Road 1.2			Green Meadows 0.3	Wlk.Sprgs/P. Brown 1.2
				Heron 0.4	
				Linton Pl. 0.3	
				Mallard 0.4	
				Old Tung Grove 0.9	
				Willie 1.0	
	TOTALS 6.8	2.5	2.9	5.5	7.85

Projects listed are ALPHABETICAL - NO PRIORITY ASSIGNED TO DATE - 3.15.2018

Total Asphalt Mileage 24

Resurfacing:	Chittling	0.5
	East Blue Bird	0.4
	Granger/Hightower	0.2
	Sundance	0.4
	1.5	