



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"
Bishop**
District 1

Eugene Hall
District 2, Vice-Chair

Hines F. Boyd
District 3

Betsy Barfield
District 4

Stephen Walker
District 5, Chair

**Regular Session Agenda
October 18, 2016 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344**

- 1. 6 PM – Call to Order, Invocation, Pledge of Allegiance**
- 2. Public Announcements, Presentations, & Awards**
- 3. Consent Agenda**
 - a) Approval of Agenda**
 - b) Minutes of October 4, 2016 Regular Session**
 - c) SHIP Annual Report Certification**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
 - a) Rocky Branch Road Resurfacing Request – Comm. Hall**
 - b) Purchasing Policy Update – Charles Culp/Debby Preble**
 - c) Glen Bishop Enterprises Lease Update/Project Status– Parrish Barwick**
- 6. County Coordinator**
- 7. Commissioner Discussion Items**
- 8. Adjourn**

From the manual "Government in the Sunshine", page 40:

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

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

ITEM 3

CONSENT AGENDA ITEMS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
October 4, 2016

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

1. Commissioner Bishop led the invocation and pledge of allegiance.
2. Citizen Paul Henry informed the Board and distributed flyers about a run to be held on December 10th in Tallahassee to raise money for burn victims.
3. Dick Bailar, on behalf of the Legislative Committee, stated he would be back at a future meeting for the Board’s legislative priorities.
4. **On motion by Commissioner Bishop, seconded by Commissioner Boyd and unanimously carried (4-0, Barfield not present), the consent agenda was approved.**
5. Jake Whitfield, with Red Hills Sports Group, addressed the Board regarding a private group interested in moving forward with Project Game Changer. Crit Smith, land owner and representing Jamaro Inc., addressed the Board and stated his family was looking to privately fund the project via a lender. He stated that all of the risk would be on his family and not the County. He provided the Board with a draft Memorandum of Understanding. Commissioner Boyd discussed the MOU and stated that as soon as the debt was repaid, tax revenue from specified quadrant would revert to the County. Commissioner Bishop stated the County would have other expenses related to the project as Law Enforcement, Fire/EMS and Solid Waste and stated his desire to see the county receive a percentage of the profits from the onset. He also stated concern about setting a precedent. Mr. Smith clarified that his family was not asking for gas tax revenue, but rather an equal and off-setting amount from the County. Commissioner Boyd stated his belief that this would not detract from current businesses, but rather bring more business to the County. **Commissioner Hall made a motion to approve the MOU between Jefferson County and Jamaro Inc. regarding Game Changer, to which Commissioner Boyd seconded for discussion.** Mr. Smith stated his intention was not to get a decision today, but rather to discuss the MOU at length and reach a proposal with which the Board was comfortable. **Commissioner Hall withdrew his motion and Commissioner Boyd withdrew his second.** Commissioner Boyd stated he hoped the Board could tell Mr. Smith what changes they wanted to he could bring a revised MOU to a future meeting. Mr. Whitfield informed the Board that moving forward may also allow the County to tap into the 4th and 5th cent tax since the facility would qualify as an event center per GSG. Citizen Phil Calandra stated he felt the language of this iteration of the project was the same as on the referendum. Commissioner Boyd stated the main difference was the County had no financial risk. Citizen Ann Holt stated she voted against the project as presented on the referendum but believed that this version of the product could work. She also inquired how the sewer would be paid for, to which Commissioner

Barfield stated CDBG or BP money among other ways. Citizen Paul Henry encouraged the Board to act judiciously.

6. Gretchen Avera and Katrina Walton with the Tourist Development Council presented a proposal to the Board to increase the Tourist Tax by 1 cent (from 2 cents to 3 cents). Ms. Walton noted that Jefferson County is among the lowest in the state at 2%. Citizen Paul Henry stated it was not a bad thing to have the lowest tax in area and that he was opposed to an increase. Citizen Troy Avera spoke in favor of the increase and described ways the money could be utilized. Commissioner Barfield asked for estimate of how much additional revenue this would generate, to which Ms. Walton stated approximately \$15,000. Business owner Arun Kundra stated he was not opposed to increasing the tax but he believed the money should be spent to promote hotels. Commissioner Boyd stated he was in favor of the increase but felt it would be more appropriate to have the discussion in tandem with discussions on the Lloyd Interchange. **On motion by Commissioner Barfield, seconded by Commissioner Bishop and failed 3 to 2 (Boyd/Hall opposed; a supermajority was needed), the TDC request for an increase in the Tourist Tax did not pass.**
7. Commissioner Bishop excused himself from the meeting to attend a funeral.
8. Attorney Heather Encinosa, with Nabors, Giblin & Nickerson, gave a presentation to the Board about MSTU and Private/Public funding for road improvements. At the conclusion of her presentation, she fielded questions from the Board and public and stated the Board would need to approve a resolution by 1/1/2017 in order for it to take effect in the next calendar year. Citizen Phil Calandra inquired about the scope, to which Ms. Encinosa stated it was mainly for local and subdivision roads. Citizen Paul Henry stated his belief there was no real downside to this and he encouraged the Board to move forward. **On motion by Commissioner Boyd, seconded by Commissioner Hall and unanimously carried (4-0; Bishop not present), the Board approved moving forward with this and requested Attorney Encinosa bring back sample resolution of intent to a future meeting.**
9. County Engineer Debby Preble was not present for the purchasing policy discussion and it was the consensus of the Board to place this item on the next agenda.
10. County Coordinator Parrish Barwick stated that Boards and Committees would be discussed at the next Board meeting.
11. Attorney Buck Bird encouraged the Board to work with Attorney Mark Mustian moving forward on any discussions regarding Project Game Changer.
12. Attorney Bird noted he still had not heard from the School Board on their intentions for the next payment for legal settlement of the re-districting suit.
13. Commissioner Hall stated the City of Monticello was working to re-surface Mamie Scott Drive and he requested County Coordinator Parrish Barwick bring funding options for re-surfacing Rocky Branch Road.

14. Commissioner Hall stated he had been having some issues with his county email and apologized if he had not responded to anyone.
15. Commissioner Hall commented he would like to see more of the “miniature libraries” throughout the County and said he would work with County Coordinator Barwick to accomplish this.
16. Commissioner Barfield stated she was disappointed the TDC tax increase did not pass.
17. Chairman Walker inquired about possibly having the first morning meeting of every month at 4 pm rather than 9 am. Commissioner Barfield requested this item be placed on a future agenda for discussion with the new Commissioners after the elections.
18. The warrant register was reviewed and bills ordered paid.
19. **On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman

Title: SHIP Annual Report
Jefferson County FY 2014/2015 Interim-1

Report Status: Submitted

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	Purchase Assistance	\$45,000.00	2				
3	Rehabilitation	\$227,779.00	7	\$61,075.00	3		
Homeownership Totals:		\$272,779.00	9	\$61,075.00	3		

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							
Subtotals:		\$272,779.00	9	\$61,075.00	3		

Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals:	\$307,779.00	9	\$61,075.00	3	\$0.00
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Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$35.96
Program Income (Payments)	\$9,270.86
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$5,871.30
Total:	\$365,178.12

*** Carry Forward to Next Year: -\$3,675.88**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$272,779.00	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$272,779.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$333,854.00	\$350,000.00	95.39%	65%
Construction / Rehabilitation	\$288,854.00	\$350,000.00	82.53%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$.00	.00%
Very Low	\$102,878.00	\$32,406.00		\$135,284.00	37.05%
Low	\$149,901.00	\$28,669.00		\$178,570.00	48.90%
Moderate	\$20,000.00			\$20,000.00	5.48%
Over 120%-140%				\$.00	.00%
Totals:	\$272,779.00	\$61,075.00	\$.00	\$333,854.00	91.42%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low	\$102,878.00	3			\$102,878.00	3
Low	\$149,901.00	5			\$149,901.00	5
Moderate	\$20,000.00	1			\$20,000.00	1
Totals:	\$272,779.00	9	\$.00	0	\$272,779.00	9

Form 3**Number of Households/Units Produced**

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Purchase Assistance	Monticello			1	1	2
Rehabilitation	Monticello		3	4	0	7
Totals:			3	5	1	9

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Purchase Assistance	Monticello		1		1	2
Rehabilitation	Monticello			3	4	7
Totals:			1	3	5	9

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Purchase Assistance	Monticello	2			2
Rehabilitation	Monticello	4	3		7
Totals:		6	3		9

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Purchase Assistance	Monticello	1	1					2
Rehabilitation	Monticello		7					7
Totals:		1	8					9

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Other	Other	Total
Purchase Assistance	Monticello							0
Rehabilitation	Monticello				4	2		6
Totals:					4	2		6

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4**Expended Funds****\$272,779.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Purchase Assistance	Cassidy Anderson	780 N. Mulberry St.	Monticello	32344	\$25,000.00	<input type="checkbox"/>
Purchase Assistance	Juanita Crumity	2903 Brock Rd.	Monticello	32344	\$20,000.00	<input type="checkbox"/>
Rehabilitation	Dennette Mack	1320 Suzanna St.	Monticello	32344	\$39,283.00	<input type="checkbox"/>
Rehabilitation	Josephine Kyler	930 E. York St.	Monticello	32344	\$39,737.00	<input type="checkbox"/>
Rehabilitation	Bertha Daniels	520 E. Cypress St.	Monticello	32344	\$40,000.00	<input type="checkbox"/>
Rehabilitation	Peggy Fishburn	2524 Fulford Rd.	Monticello	32344	\$9,257.00	<input type="checkbox"/>
Rehabilitation	Corrine Broxsie	865 E. 2nd Street	Monticello	32344	\$40,000.00	<input type="checkbox"/>
Rehabilitation	Mary Conner	640 N. Wirick St.	Monticello	32344	\$35,644.00	<input type="checkbox"/>
Rehabilitation	Dorothy Benjamin	245 Scott St.	Monticello	32344	\$23,858.00	<input type="checkbox"/>

Jefferson County 2014 Interim-1

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
2	Purchase Assistance				
3	Rehabilitation	\$79,737.00	2		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income	\$79,737.00	2		

LG Submitted Comments:

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$10,920.00	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$10,920.00	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$227,500.00	\$350,000.00	65.00%	65%
Construction / Rehabilitation	\$262,500.00	\$350,000.00	75.00%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low		\$120,000.00		\$120,000.00	34.65%
Very Low		\$100,000.00		\$100,000.00	28.87%
Low	\$10,920.00	\$64,080.00		\$75,000.00	21.66%
Moderate		\$20,000.00		\$20,000.00	5.77%
Over 120%-140%				\$.00	.00%
Totals:	\$10,920.00	\$304,080.00	\$.00	\$315,000.00	90.96%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$.00	0
Very Low					\$.00	0
Low	\$10,920.00	1			\$10,920.00	1
Moderate					\$.00	0
Totals:	\$10,920.00	1	\$.00	0	\$10,920.00	1

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Rehabilitation	Monticello			1		1
Totals:				1		1

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Rehabilitation	Monticello			1		1
Totals:				1		1

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Rehabilitation	Monticello	1			1
Totals:		1			1

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Rehabilitation	Monticello		1					1
Totals:			1					1

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Home-less	Elderly	Other	Other	Total
Rehabilitation	Monticello					1		1
Totals:						1		1

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

Expended Funds

\$10,920.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Rehabilitation	Sandra Stubbins	5373 Dills Rd.	Monticello	32344	\$10,920.00	<input type="checkbox"/>

Jefferson County 2015 Interim-2

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Rehabilitation	\$10,920.00	1	\$59,880.00	2

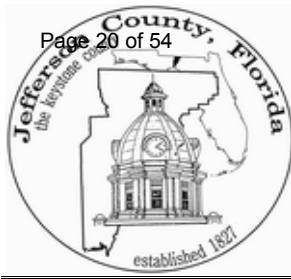
Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income	\$10,920.00	1	\$59,880.00	2

LG Submitted Comments:

ITEM 5(a)

**ROCKY BRANCH ROAD
RESURFACING REQUEST**



BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827
450 WEST WALNUT STREET; MONTICELLO, FLORIDA 32344
PHONE: (850)-342-0287

Benjamin Bishop
District 1

Gene Hall
District 2 Vice-Chair

Hines F. Boyd
District 3

Betsy Barfield
District 4

Stephen Walker
District 5 Chairman

October 12, 2016

Commissioner Hall has requested Rocky Branch Road Resurfacing be placed on the agenda. The amount of Rocky Branch not resurfaced at this time is roughly 4/10's of a mile and is completely within the City of Monticello Boundary.

If resurfacing a roadway we can figure \$85,000 per mile at 1.5 inches of asphalt twenty (20) feet wide. Taking 40% of the total amount will give you \$34,000.00 which will be a good estimate of cost for this project. The final amount could be a bit lower if not as much asphalt is required, or it could be a bit more if additional asphalt is needed. For that reason we typically ask to realize a possible ten (10%) contingency on the project.

Commissioner Hall asked for places this project could be funded from **COUNTY MONIES:**

Road Department Budget – we have always been protective of this fund as it is required to complete maintenance items through the year.

Restore Act Funding - during the last budget year this funding was proposed and approved to fund current projects. Those projects not being complete at this time there is no way to offer if any of this money is truly available for an additional project.

Contingency Funds – General Fund Monies that require Board of County Commissioner action to utilize.

FEMA Reimbursement Funds - FEMA will reimburse the county for storm related expenditures, reimbursement could be directed to a road project but would take away from the department that provided the services.

ITEM 5(b)

PURCHASING POLICY UPDATE

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING POLICY

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SECTION I

PURPOSE OF POLICY

The purpose of the Jefferson County Purchasing Policies and Procedures is to establish uniform guidelines for the procurement of goods and services. They will serve to provide a foundation for effective and consistent County/Vendor relationships. The County policies will be continually fulfilled when procurement activities result in the highest quality of goods and services at the best value to the County. It will also promote public confidence by using the highest of professional integrity, transparency and ethics.

SECTION II

APPLICABILITY

The purchasing rules and regulations adopted by the Jefferson County Board of County Commissioners shall be designed consistent with the policies established for the procurement of goods and services. Rules, regulations, and procedures shall be adopted and may be amended by the Board of County Commissioners. As such, all procurement activities shall be accomplished in a manner consistent with County policy. No part of these purchasing policies and procedures shall apply to independently elected Jefferson County Constitutional Officers.

SECTION III

RESPONSIBILITY

It shall be the responsibility of each County employee authorized to be involved in the procurement process to understand and adhere to the adopted purchasing policies, procedures and regulations of Jefferson County. The Clerk of the Circuit Court, in conjunction with the Jefferson County Coordinator's Office, shall be responsible for the coordination of the formal and informal procurement process. Department Heads will approve all applicable purchases and the Clerk's Office will audit all invoices submitted for payment to ensure compliance with all policies set forth within. Failure to adhere to these policies may result in disciplinary action.

SECTION IV

PROCUREMENT PROCESS

Bids for goods or services shall be awarded to the most qualified and responsive vendor who submits the net lowest responsive bid while still meeting all the Counties goods and/or services requirements. Qualified vendors shall be determined based on the following criteria:

1. Ability to deliver the goods or services in a timely manner and consistent with County requirements.
2. Experience and past performance
3. Acceptable warranty/guarantee of future maintenance and service
4. Possession of current licenses and/or certifications (when applicable.)

The following describes the authority and approvals required for expenditures made by authorized County employees:

A. **INFORMAL PROCUREMENT PROCESS**

1. **Up to \$2,500**

Purchases made by department head or designee valued at less than \$2,500 are considered to be discretionary and should be conducted according to good purchasing practices. Such practices include but are not limited to the receipt of written quotations or written records of telephone quotations.

2. **\$2,501 to \$9,999**

Purchases made by authorized department head or designee for goods or services in excess of \$2,501 but no more than \$9,999 requires at least **THREE (3)** quotations on the proper form (please see County quote form). This may be done using written quotations from vendors, written records of telephone quotations or informal bids made by prospective vendors, whichever is practical. At this threshold, unless it is a single source purchase, 3 quotes must be solicited.

3. **\$10,000 or greater**

Purchases that exceed \$10,000 shall be subject to formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded exclusively by the Jefferson County Board of County Commissioners.

FORMAL PROCUREMENT PROCESS

1. **Competitive Bidding Process**

The following competitive bidding process shall be accomplished as follows:

- A. All bid specifications must be submitted to the Board or their designee (for example, the County Coordinator's Office) for approval by the appropriate Department head or designee prior to the request for bids being advertised and then forwarded to the County Coordinator's Office for advertising. Public invitation to bid must be advertised in a local newspaper at least **TEN (10)** calendar days prior to the bid opening date
- B. Invitation to bid shall contain a general description of the goods/services being requested and any other special or unique aspect of the County's requirement.
- C. Bid submittals shall be sealed and properly identified with a bid number, date and time of bid opening and addressed to the County Coordinator's Office, 460 West Walnut Street. Monticello, FL, 32344.
- D. Bids shall be opened and read aloud at the date, time and location identified in the public invitation to bid announcement. Under no circumstances shall a bid be accepted which arrives after the time and date advertised. All bid proposals shall be time and date stamped when received by the County Coordinator's Office. It shall be the responsibility of the County Coordinator's Office to submit all original bid documents/files to the Clerk of the Circuit Court for record retention purposes.
- E. The Board of County Commissioners may reject any and all bids, or negotiate with any vendor who has submitted a bid when it is in the best interest of the County to do so. The Board may also waive irregularities in any or all formal bids.
- F. The Chairman of the Board, when authorized by majority vote of the Board of County Commissioners, is authorized to execute contracts on behalf of the Board.

G. In the event 2 or more bids are equal with respect to price, quality, service or any other considerations; the following may be used for award considerations:

1. Ability to deliver the goods or services in a timely manner consistent with County requirements.
2. Experience or past performance.
3. Acceptable warranty and/or guarantee of future maintenance and services.
4. Possession of current licenses and certifications (when applicable).
5. Compliance with the provisions of the Drug-Free Workplace Act.
- 6.

C. AVAILABILITY OF FUNDS

All purchases or contracts for services must be certified as to availability of budgeted funds by the Clerk of Court prior to award. The Board of County Commissioners may waive this requirement when in its judgment the best interests of the public will be served by so doing and/or it is an emergency item or service.

D. AWARD CONSIDERATIONS

Since Jefferson County vendors offer products and services utilized by County government operations, . The County, through its authorized agents shall consider all costs (initial and future) when determining the best and lowest bid. Items such as long distance phone calls, travel time, availability of product or service (e.g. delivery time) and down time shall be considered prior to recommendation for award.

1.

E. PROCUREMENT OF PROFESSIONAL SERVICES

1. Procurement of professional architectural, engineering, landscape architectural, or land surveying services for projects estimated to be in excess of \$120,000 in construction costs or planning studies in excess of \$10,000 shall be secured consistent with the Consultants Competitive Negotiation Act (F.S. 287.055) and as may be amended as applicable.

2. Procurement of professional services shall be awarded consistent with the competitive bidding thresholds established by the Board of County Commissioners.

3. For all professional service contracts requiring Board approval, a committee, appointed by the Board of County Commissioners, shall recommend a firm and negotiate a contract to be submitted to the Commissioners for final approval.

F. BID BONDS

1. Each bid on a public construction project estimated to exceed \$120,000 in cost must be accompanied by a bid bond payable to Jefferson County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Jefferson County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- (or as waived by the Commission). When the bids have been scored, the County will return the bonds of all except the two vendors which scored the highest. For a contract to be executed, the public construction bid required described in Section 255.05, Florida Statutes, together with all certificates evidencing proof of necessary insurance must be met and furnished to Jefferson County. If the first place vendor fails to enter into a contract with the County within thirty (30) days of receiving the notice to award and does not furnish the required documentation necessary, then, the amount of the bid bond of the first place vendor may be forfeited to the County. The County, at its option, may proceed to enter into a contract with the second place vendor.

2. **PUBLIC CONSTRUCTION BOND:** On each public construction project exceeding \$120,000 in cost, the successful bidder shall provide to the County within thirty (30) days after written notice of award a public construction bond in accordance with the provisions of section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the contract price issued by a corporate surety approved by County having a rating of no less than A- (or as waived by the Commission) and qualified to do business in the State of Florida.

G. OTHER LOCAL GUIDELINES:

1. **ATTORNEYS-IN-FACT:** Attorneys-in-fact who sign bid bonds of public construction bonds must file with each bond a certified and effective dated copy of their power of attorney.

2. **INSURANCE REQUIREMENTS:** All public construction projects shall require the contractor to secure all insurance requirements in the bid documents and specifically name the county as "additionally insured" on the certificate(s). Insurance requirements may vary depending on the scope of work; however, they shall never be

less than \$100,000/\$300,000 general liability, \$25,000 property damage, and worker's compensation as prescribed by law.

3. PUBLIC ENTITY CRIME STATEMENT: Where applicable, contractors and vendors shall be required to submit a Public Entity crime Statement pursuant to Florida Statutes 287.133.
4. PUBLIC INSPECTION: All bid proposals, written quotations, and any associated documents shall be made available to the general public for inspection at any time following the bid opening date and time or deadline.

SECTION V

WAIVING COMPETITIVE PROCUREMENT REQUIREMENTS

- A. Procurement procedures may be waived when any of the following circumstances exist:
 - a. When, due to the nature of the service or type of product required, there is no known competition in the market place.
 - b. When the product is being procured directly from the manufacturer and/or standardization is determined necessary.
 - c. When purchases are made under the State of Florida or Federal C.S.A. contracts.
 - d. When purchases are made utilizing contracts or agreements made by other governmental agencies.
 - e. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may authorize the department head to accept short-term bids or negotiate with suppliers for the best pricing.
 - f. When, based upon prior Board approval, items at public auction are purchased.
- B. When circumstances in Section A. above are met and the procurement policies are waived, the procurement thresholds established herein will not apply.

C. When an emergency exists and a delay caused by the bidding procedure would be detrimental and against the public interest, the Department Director may waive the competitive bidding process for goods or contracted services up to \$9,999. The Board Chairman may authorize purchases or contracted services for \$10,000 or more when an emergency exists by coordinating with the County Coordinator and Clerk of Court and should report his/her actions at the next regular Board meeting.

SECTION VI

INVOICING & PAYMENTS

A. Payment requests for goods and services to the Clerk of Court’s Finance Department shall be authorized (signature required) as follows:

Amount	Department Director or Designee	BCC
\$0 to \$9,999	x	
\$10,000 or greater		x

B. The Board of County Commissioners shall award all procurements in excess of \$10,000. The Department Director or Designee is authorized to award all procurements less than \$9,999. Purchases up to the \$2,500 threshold can be made using the informal procurement methods described earlier on page 6 while purchases from \$2,501 to \$9,999 should be made utilizing at least 3 documented quotes.

C. Change orders to equipment purchases and contracted services less than \$9,999 may be authorized by the Department Director or Designee. All change orders in excess of \$10,000 must be authorized by the Board unless a delay is against the public interest in which case the Chairman shall authorize the work and report his actions at the next regular Board meeting.

D. Invoices for goods/services up to \$9,999 submitted to the Clerk of Court for payment shall include the signature of the Department Director or Designee. Goods or services in excess of \$10,000 shall require the approval and signature of the Board or designee.

E. Invoices should be submitted to the Finance Department timely with the appropriate supporting documentation attached (ie: Quotes). Failure to submit all required

documentation may potentially delay payment to vendors. Also, all Department Director's and Designee's should review the Accounts Payable Calendar that is published at the beginning of each County Fiscal Year to ensure that all payment requests are submitted timely to the Commission for their review and approval. This will help ensure that our vendors are paid timely and accurately.

SECTION VIII FORMS:

JEFFERSON COUNTY VERBAL QUOTE FORM

Date: _____

Deliver

To: _____

Department: _____

Prepared

By: _____

Description: _____

Reason(s) to justify obtaining less than three quotes or if recommended vendor is not the low quote (if applicable):

	<u>VENDOR #1</u>	<u>VENDOR #2</u>	<u>VENDOR #3</u>
Name			
Phone Number			
Address			
City, State Zip			
Terms			

Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity
TOTAL:		TOTAL:		TOTAL:	

Recommended Vendor: _____

Date: _____

Department Director: _____

Coordinator: _____

JEFFERSON COUNTY FIXED ASSETS FORM

All equipment purchases of \$1,000.00 or more must be recorded in the Board of County Commissioners Capital Asset Files.

Please fill out and attach a copy of this form to all invoices that qualify as capital asset purchases.

DEPARTMENT: _____

EXPENDITURE ACCOUNT NUMBER: _____

VENDOR NAME (OR DONATOR IF APPLICABLE):

PURCHASE COST: _____

SERIAL/MODEL NUMBER: _____

ACQUISITION METHOD: _____
(County Funds, Grant Monies, Gift, etc.)

DESCRIPTION: _____

<p>TO BE FILLED OUT BY FINANCE ONLY:</p> <p>ACQUISITION DATE: _____</p> <p>VOUCHER/CHECK NUMBER: _____</p> <p>PROPERTY STICKER NUMBER: _____</p>
--

JEFFERSON COUNTY CODE OF ETHICS AND ACKNOWLEDGEMENT FORM

I, _____, hereby acknowledge that I have read and reviewed the Jefferson County Purchasing Policy. I understand that as a County Department Director, I am to adhere to and enforce the purchasing policy guidelines and procedures as I am responsible for the purchases by and for my Department. I understand that it is unethical to knowingly purchase any items that are for personal use and I may be held personally liable for and could face disciplinary action for non-business related purchases. I also understand that I may be responsible for the purchases by my designee and will review all purchases made by them on my behalf. I hereby appoint the following person(s) to be a purchasing agent on behalf of me and my Department:

Name: _____ Date: _____

Name: _____ Date: _____

DEPARTMENT DIRECTOR

DATE

Designee 1:

I, _____, hereby acknowledge that I have read and reviewed the Jefferson County Purchasing Policy. I understand that as an employee of Jefferson County, I am to adhere to the purchasing policy guidelines and procedures. I understand that it is unethical to knowingly purchase any items that are for personal use and I may be held personally liable for and could face disciplinary action for non-business related purchases.

DESIGNEE SIGNATURE

DATE

Designee 2: (if applicable)

I, _____, hereby acknowledge that I have read and reviewed the Jefferson County Purchasing Policy. I understand that as an employee of Jefferson County, I am to adhere to the purchasing policy guidelines and procedures. I understand that it is unethical to knowingly purchase any items that are for personal use and I may be held personally liable for and could face disciplinary action for non-business related purchases.

DSIGNEE SIGNATURE

DATE

ITEM 5(c)

**GLENN BISHOP ENTERPRISES
LEASE UPDATE/PROJECT STATUS**

**COMMERCIAL LEASE WITH
CONTRACT TO PURCHASE**

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

WITNESSETH:

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

1. DESCRIPTION OF PROPERTY, LANDLORD leases to TENANT and TENANT lets and rents from LANDLORD that certain rental space located at (see attached **Exhibit A**). (herein referred to as "Premises"). LANDLORD shall also provide the nonexclusive right to use the roads, and other improvements, which are a part of the property upon which the Premises are located.

2. TERM. The term of this Lease shall be a period of Seven (7) years, commencing on the _____ day of July, 2016, and terminating at 12:00 midnight on the _____ day of July, 2023.

3. RENT. TENANT agrees to pay as monthly rental under the terms of this Lease the sum of _____, if any, _____/100 Dollars (\$ _____). plus sales tax or its equivalent, which may now or in the future be levied, which amount TENANT agrees to pay to LANDLORD in equal monthly installments, plus sales tax or its equivalent, which amount shall be payable to LANDLORD in advance on the first day of each and every calendar month during the term of this Lease. Rent shall be paid to the LANDLORD at the address hereinafter set forth, or at such other address, as LANDLORD from time to time shall designate. All payments due from TENANT to LANDLORD under the terms of this Lease shall be paid promptly when due without deduction or offset. If any payment is not received by LANDLORD by 12:00 midnight on the 7th calendar day following the day on which the payment is due, a late fee shall be immediately due and payable by TENANT to LANDLORD as additional rent equal to ten percent (10%) of the delinquent payment for each month rent is past due plus FIVE AND NO/100 DOLLARS (\$5.00) per day for each additional day thereafter that payment is not made. Any other amounts payable to LANDLORD under this LEASE, with the exception of monthly rental, shall be considered past due THIRTY (30) calendar days from LANDLORD'S billing date and, in addition to such payment, TENANT shall pay interest on such past due payment at the maximum interest rate allowed by Florida law. If LANDLORD receives any check from TENANT, which is returned for insufficient funds, or any other reason, TENANT shall be required to pay LANDLORD a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per returned check. See **Exhibit B** for detail on total cost for project.

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

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

5. MAINTENANCE BY TENANT. TENANT agrees that by occupying the demised Premises, TENANT has accepted the same to be in good repair and has accepted the Premises in "as is" condition, unless otherwise provided for in this Lease. TENANT agrees that during the term of this Lease, it will, at its own expense, keep all structural and nonstructural portions of the Premises in good state of repair and condition (including repair of nail and screw holes or other damage caused by TENANT to interior walls and doors, utility sinks, and plumbing fixtures), except ordinary wear and tear excepted. All damages resulting from the misuse of the Premises and fixtures shall be borne by TENANT. TENANT shall not mark, paint, drill into, or in any way deface any part of the Premises or the building of which they are a part except as provided herein. Maintenance by Tenant, to include all plumbing, heat and air conditioning and electrical equipment.

6. UTILITIES. TENANT agrees to pay for all charges for utilities, including heating and cooling, water, electricity (includes storm water utility fees, fire service fees, and related taxes.)

7. AD VALOREM TAXES. The LANDLORD shall pay real estate taxes assessed, if any, against the realty, of which the leased Premises are a part. TENANT agrees to pay all

taxes levied against the personal property and trade fixtures of the TENANT in and about the demised Premises and any sales taxes, which are or may be levied upon any services or sales by TENANT.

8. INSURANCE. TENANT shall procure and maintain in full force and effect during the term of this Lease and any extension thereof, at TENANT'S sole expenses, policies of public liability insurance, adequate to protect against liability for damage claims through use of or arising out of accidents in or around the leased Premises in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person injured, ONE MILLION DOLLARS (\$1,000,000.00) for any one accident, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage caused to the Premises through the negligence of TENANTS employees, invitees, and principals, and FIVE THOUSAND DOLLARS (\$5,000.00) for medical expenses. Such insurance policies shall provide coverage for LANDLORD'S contingent or derivative liability on such claims or losses. Copies of such policy(ies) or certificates of insurance shall be delivered to LANDLORD prior to and as a condition of TENANT'S possession under this Lease, and thereafter, the renewal of replacement policy(ies) shall be delivered on or before the expiration date of such policy(ies). TENANT agrees to obtain a written obligation from the insurers to notify LANDLORD in writing at least THIRTY (30) calendar days prior to cancellation or refusal to renew any such policy(ies). TENANT agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, and proof thereof delivered to LANDLORD as herein provided, LANDLORD may procure the necessary insurance and pay the premium therefore, and that such premiums shall be repaid to LANDLORD as an additional rent installment for the month following the date on which such premiums are paid.

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

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

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

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

9. DESTRUCTION OF PREMISES. If the Premises are partially destroyed during

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

effect with proportional rent rebates to TENANT as provided for herein. If the repairs cannot be so made in NINETY (90) calendar days and if LANDLORD does not elect to make them within a

reasonable time, either party hereto has the option of terminating this Lease. Notwithstanding anything herein to the contrary, in the event the leased Premises are more than fifty percent (50%) destroyed, LANDLORD or TENANT may, at its option, terminate this Lease, and LANDLORD shall rebate to TENANT any advance rent paid through the date of said termination.

10. **PERSONAL PROPERTY.** All made fixtures, furniture, equipment, and other items of personal property on the Premises or in the building shall be and remain at TENANT'S sole risk of loss, except for damage occasioned thereto by gross negligence or intentional wrongdoing of LANDLORD, and TENANT shall be responsible for providing its own insurance coverage for the same. LANDLORD shall not be liable for any damage to nor loss of such property arising from any acts of negligence of any other persons, except for damage occasioned thereto by gross negligence or intentional wrongdoing of the LANDLORD; nor shall the LANDLORD be liable for any injury to employees, agents, invitees, or customers of the TENANT or other persons in or about the Premises, except for damage occasioned thereto by gross negligence or intentional wrongdoing of the LANDLORD; the TENANT expressly agrees to hold the LANDLORD harmless in all such cases.

11. **INSPECTION BY LANDLORD.** LANDLORD reserves the right to enter the Premises at all reasonable times, upon 24 hour prior notice (except in the case of an emergency), for the purpose of inspecting them and to perform required maintenance and repair, and TENANT agrees to permit LANDLORD to do so. LANDLORD shall attempt to make all such inspections and repairs at such times and in such a manner as to minimize interference with the operation of TENANT'S business. In any event, LANDLORD shall not be obligated to reduce TENANT'S rent for the Premises during any period of normal maintenance repair nor shall LANDLORD incur any liability to TENANT for disturbance of quiet enjoyment of the Premises when making such repairs. LANDLORD, or any of his agents, shall have the right to exhibit the Premises and advertise the same for lease at any time with NINETY (90) calendar days before the expiration of this Lease unless the parties agree to extend the term of this Lease as provided hereafter. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease.

12. ALTERATIONS AND ADDITIONS. TENANT shall make no alteration in or addition to, or install any fixtures (other than normal office equipment or furnishings) in, or maintain signs advertising its business on the Premises without in each case obtaining the prior written consent of LANDLORD, not to be unreasonable withheld. To the extent LANDLORD grant its consent to any such alterations, additions, or installation of fixtures (other than normal office equipment or furnishings) or signs, the same shall be done in compliance with all building codes, ordinances and governmental regulations pertaining to such work, use or occupancy, and the same shall also be done in accordance with any restrictive covenants and/or rules and regulations applicable to the Premises. An alteration, addition, or improvement made by the TENANT after such consent shall have been given or any fixtures installed as a part thereof (other than normal office equipment or furnishings), shall become the property of the LANDLORD or be removed by the TENANT, at the LANDLORD's option, upon expiration or earlier termination of this Lease. TENANT agrees that it will indemnify and save harmless LANDLORD from and against any and all expenses, including attorneys' fees, liens, claims and damages to either property or person that may or might arise by reason of the making of any repairs, alterations,

additions, or improvements, and TENANT specifically acknowledges that the interest of LANDLORD in the subject Premises shall not be subject to liens by any laborer or material man (mechanics' lien) for services rendered to the subject Premises, and TENANT agrees to so advise any such person providing labor, services or materials to the Premises.

13. EMINENT DOMAIN. In the event the leased Premises, or such portions thereof as will make it unusable for the purposes for which it is leased, shall be appropriated or taken pursuant to the power of eminent domain, then this Lease shall cease and terminate as of the date when possession thereof is taken by the condemning authority and the parties hereto shall be released from any further liability hereunder, and rent shall be computed between LANDLORD and TENANT as of the date possession is taken. This termination, however, shall be without prejudice to the respective rights of either LANDLORD or TENANT to recover from the condemning authority compensation and damage caused by said taking, and neither party shall have any rights in any award nor settlement so received by the other from the condemning authority. Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein that leave the remainder usable for the purposes of the business for which the Premises are leased will not terminate this Lease, unless LANDLORD at its option terminates it by giving written notice of termination to the TENANT. The effect of such condemnation, should such option not be exercised, will be to terminate the Lease as to the portion of the Premises condemned and leave it in effect as to the remainder, if in fact the remainder may be replaced or restored, thereby making the remaining portion of the Premises usable for the TENANT'S purposes as herein described within NINETY (90) calendar days after the date the condemning authority takes possession of the Premises. During the period of rebuilding or restoration, if the TENANT can operate its business during such period, the TENANT'S rent shall be reduced in the same proportion that the amount of the floor area of the leased Premises taken. Bears to the total area of the lease Premises

immediately prior to such taking. Upon completion of said reconstruction to the same condition and usable space as existed prior to the condemnation, the rent as provided herein shall be paid in full to the LANDLORD. The sale by LANDLORD to any public or quasi-public body having the power of eminent domain under threat of condemnation or while condemnation proceedings are pending shall be deemed to be taking by eminent domain.

14. SUBORDINATION TO MORTGAGES. This Lease is at all times subject and subordinate to any and all present and future mortgages or encumbrances, which may be placed upon the Premises by the LANDLORD. TENANT covenants and agrees to execute upon request of LANDLORD all instruments, reasonable or necessary, to reflect of record the subordination of this Lease to the lien of any such mortgages; provided, however, notwithstanding anything contained herein to the contrary, any such mortgagee shall acknowledge the validity and continuance of this Lease in the event of a foreclosure of LANDLORD'S interest or otherwise, and shall recognize TENANT'S rights hereunder, as long as TENANT shall not be in default under the terms hereof.

15. ESTOPPEL CERTIFICATION. TENANT shall at any time and from time to time within TEN (10) calendar days after written notice from the LANDLORD, execute, acknowledge, and deliver to the LANDLORD a statement in writing certifying that this Lease is in full force and effect, setting forth and confirming any amendments hereto, stating the amount of rental paid hereunder, the date to which rental payments have been made, and acknowledging that there are not, to the TENANT'S knowledge, any uncured defaults by the LANDLORD hereunder or specifying any defaults which may be claimed. Any such statement may be relied upon by any mortgagee or prospective purchaser of any portion or all of the Premises.

16. ATTORNMENMENT. TENANT shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of LANDLORD'S interest in the demised Premises, to the purchaser or assignee and recognize such purchaser or assignee as LANDLORD under this Lease. Any such sale or assignment shall be subject to this Lease and shall recognize TENANT'S rights hereunder, provided TENANT is not in default under the terms hereof.

17. BANKRUPTCY OR INSOLVENCY. If any proceeding shall be instituted by or against TENANT under the bankruptcy laws or other debtor relief laws of the United State or any state, or if TENANT shall make an assignment for the benefit of creditors, or if TENANT'S interest herein shall be sold under execution or other legal process, or if a trustee in bankruptcy or a receiver is appointed for TENANT, then, in the event of any such occurrence, and at the option of LANDLORD, the same shall constitute a breach of this Lease by TENANT.

18. RULES AND REGULATIONS. TENANT covenants and agrees that it will comply with and abide by all restrictive covenants of record and rules and regulations, if any, which are applicable to the Premises, including, but not limited to, those specific rules and regulations, if any, concerning parking, delivery, trash removal, use of common areas, signs, advertising, and other such activities within the Premises, provided such rules and regulations do

not materially interfere with TENANT'S business, do not increase TENANT'S monetary obligation or decrease TENANT'S rights under this Lease. As of the commencement date of this Lease, there are no applicable restrictive covenants or rules and regulations that would affect tenancy other than those contained in this Agreement. TENANT specifically covenants and agrees that it will not conduct "quitting business", "lost our lease", "bankruptcy", or other such types of sale on the Premises without LANDLORD'S prior written consent, not to be unreasonably withheld.

19 INDEMINFICATION. TENANT hereby agrees to indemnify, defend and hold the LANDLORD harmless from any and all actions, claims, losses, expenses, attorneys' fees, liability, damages, or demands arising out of the use, occupancy or operation of said Premises by TENANT, its employees, agents, guests, invitees, or principals, excepting such damage or liability as may be caused by the negligent acts of LANDLORD, or LANDLORD'S agents or contractors, while carrying out any duty or obligation required by LANDLORD under the terms of this Lease

20. DEFAULT. It shall be an event of default hereunder if TENANT shall fail to make any rental or other payment due hereunder within FIFTEEN (15) calendar days after the same shall be due, or if the TENANT shall breach or fail to perform any agreements herein other than the agreement to pay rent and shall fail to cure such breach or perform such agreement within THIRTY (30) calendar days after written notice from LANDLORD, or if the TENANT shall vacate the demised Premises during the term hereof, term being occupied period of facility being in use. In the event of default, LANDLORD shall have all rights and remedies available to him at law and in equity now or hereafter provided within the State of Florida, including termination of the Lease, repossession of the property for its own account, repossession and re let for the account of TENANT, and recovering immediately from the TENANT the balance of the rent due for the term of any options exercised (term of option for this lease is period of time the premises has been occupied or period TENANT agrees to in writing provided to LANDLORD), plus legal interest on amounts past due, together with any other damages occasioned by or resulting from the desertion or vacation or breach or default other than a default in payment of rent.

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

first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to TENANT.

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

21. ASSIGNMENT AND SUBLEASE. TENANT agrees not to assign or sublease the leased Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except TENANT'S agents and employees, to occupy the Premises or any part thereof without first obtaining LANDLORD'S written consent. LANDLORD expressly covenants that such consent shall not be unreasonably or arbitrary refused. One consent by LANDLORD shall not be deemed consent to any subsequent assignment, sublease or occupation by any other person or persons, and any consent to sublease or assign does not release TENANT from the obligations under the terms of this Lease without the express written authorization of LANDLORD to the contrary. TENANT'S unauthorized assignment, sublease, or license to occupy shall be void, and, at the option of LANDLORD, shall terminate this Lease. Upon the occurrence of any TENANT defaults, as herein defined, and if the Premises or any part thereof is then assigned or sublet, LANDLORD, in addition to any other remedies herein provided or provided by law, may at its option directly from such assignee or sublessee all rents becoming due to TENANT under such assignment or sublease and apply such rent against any sum due to it by TENANT hereunder; and

no such collection shall be construed to constitute a novation or a release of TENANT from further performance of its obligations hereunder.

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

22. SURRENDER OF THE PREMISES. TENANT agrees to surrender to LANDLORD at the end of the term of this Lease, or upon any cancellation of this Lease, the Premises, in as good condition and state of cleanliness as it was at the beginning of the term of this Lease and broom-clean, ordinary wear and tear excepted. TENANT agrees that if TENANT does not surrender to LANDLORD the Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, then TENANT will pay to LANDLORD all damages the LANDLORD may suffer on account of TENANT'S failure to so surrender to LANDLORD possession of the Premises, and will indemnify LANDLORD on account of such delay. In the event TENANT holds over and fails to surrender the Premises upon expiration of the term of this Lease, the rental shall be at double the rate last specified in Rent Schedule, " C " and acceptance of such increases of rental shall not be deemed to be consent to such continued occupancy not shall it be deemed a waiver of any rights of the LANDLORD as set forth herein.

23. WAIVER OF RIGHTS. No failure of LANDLORD or TENANT to exercise from

time to time any right or privilege granted LANDLORD or TENANT hereunder or to insist upon strict and faithful compliance by LANDLORD or TENANT with all of the obligations hereunder and no custom or practice of the parties at a variance with the terms hereof shall constitute a waiver of LANDLORD'S or TENANT'S right to demand strict compliance with the terms hereof. No waiver by LANDLORD or TENANT of any breach of any covenant of the other party herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. All rights, powers, remedies, and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

24. NOTICES. Rent payment and notice to LANDLORD shall be mailed or delivered at the following address unless otherwise designated in writing by LANDLORD:

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

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

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

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

26. QUIET ENJOYMENT. So long as the TENANT pays the rent and otherwise faithfully performs and observes all of the covenants and provisions hereof, then TENANT shall have peaceful and quiet enjoyment and possession of the leased Premises together with the use of the common area facilities, without any interference or hindrance from the LANDLORD or any persons or entities lawfully claiming through LANDLORD.

27. SIGNS. All signs are subject to Jefferson County Sign Ordinance and LANDLORD'S prior approval and architectural control as to construction, maintenance, location, content and aesthetics, which shall not be unreasonably withheld, and are TENANT'S expense. TENANT shall be permitted to install a business sign on the building's main sign along the roadway. At the expiration or termination of this Lease, at LANDLORD'S option, TENANT shall promptly remove all signs, at TENANT'S expense, and repair the damage to any surface caused by such removal.

28. KEYS. All keys issued to TENANT hereunder shall be returned, or the replacement cost thereof paid by TENANT, upon termination of the Lease or TENANT'S vacating of the Premises.

29 BROKERAGE. LANDLORD and TENANT acknowledges that NONE, Realtor (BROKER), has disclosed that he is acting as a Transaction Broker pursuant to Florida Statutes, and _____N/A_____ (BROKER), is acting as Agent for the TENANT. Brokers are being compensated by the LANDLORD, payable upon possession of the Premises by TENANT. TENANT represents and warrants that there are no other claims or rights to claims for brokerage commissions or finders' fees or similar compensation in connection with this Lease, which arises out of any act or agreement of TENANT, and TENANT agrees to indemnify LANDLORD against and hold it harmless from all liabilities arising from any such claim, including reasonable attorneys' fees.

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

30. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks or persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. TENANT acknowledges receipt of this notice prior to the execution of this Lease.

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

31. AUTHORITY OF PARTIES. Each individual executing the Lease on behalf of TENANT and LANDLORD, respectively, represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity he represents in this Lease, in accordance with applicable bylaws or governing articles of said entities.

32. PERSONS BOUND. The terms of this Lease shall be binding upon and shall

inure to the benefit of the parties hereto, their heirs, successors, and assigns.

33. **LAW GOVERNING.** This Lease shall be governed by the laws of the State of Florida, both as to interpretation and performance.

34. **TERMS INCLUSIVE.** As used herein, the terms "LANDLORD" and "TENANT shall include the plural, and the masculine shall include feminine and neuter whenever the context so requires or admits.

35. **TITLE.** The title or captions appearing at the beginning of each numbered paragraph in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, or affect the provisions hereof.

36. **EFFECT OF TERMINATION OF LEASE.** Except as otherwise provided, no termination of this Lease prior to the stated termination of it shall affect LANDLORD'S right to collect rent for the period prior to the termination thereof.

37. **LANDLORD NOT A PARTNER.** It is expressly understood that LANDLORD shall not be construed or held to be a partner or associate of TENANT in the conduct of the business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of LANDLORD and TENANT.

38. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such provision shall either be modified to conform to law or be considered severable, with the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to th fullest extent permitted by law.

39. **SUBMISSION OF LEASE.** The submission of this Lease for examination does not constitute an option for the demised Premises, and this Lease shall not become effective until fully executed by both parties. This Lease is subject to withdrawal or prior lease or sale, without

notice, by LANDLORD. By signing this Lease, the parties acknowledge receipt of a copy of this Agreement. If communication of execution is transmitted by facsimile (FAX), said fax shall be sufficient to evidence acceptance.

40. **RECORDING.** TENANT shall not record this Lease or a memorandum thereof without the written consent of LANDLORD. Upon the request of LANDLORD, TENANT shall join in the execution of a memorandum of this Lease for the purpose of recordation. Said memorandums of this Lease shall describe the parties, he demised Premises, and the Lease term, and shall incorporate this Lease by reference.

41. **TIME.** It is understood and agreed between the parties hereto that time is of the essence in the performance of all the terms and provisions of this Lease.

42. FLOOR LOAD. TENANT shall not overload the floor system of the Premises and shall not install any heavy business machines or any heavy equipment of any kind in the Premises without the prior written approval of the LANDLORD, which, if granted, may be conditioned upon moving by skilled licensed handlers and installation and maintenance at the TENANT'S expense of special reinforcing and settings adequate to absorb and prevent noise and vibration.

43. FORCE MAJEURE. None of the parties hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limitation, strikes, boycotts, picketing, slowdowns, work stoppages, or labor troubles of any other type, acts of God (including, but not limited to, flood, wind, earthquake, hurricane, or other natural catastrophes), war, riots, or national or local emergencies, unless otherwise covered by the hazard or liability insurance as specified in Paragraph 9.

44. OPTION TO PURCHASE. The LANDLORD/SELLER hereby gives and grants unto the TENANT/BUYER the exclusive option to purchase the above-described real property and improvements. TENANT/BUYER shall exercise the option to purchase the property on or before the expiration date of the term of this lease. The option purchase price will be the principal balance remaining on that certain Promissory Note and Loan Agreement between the LANDLORD and the Farmers and Merchants Bank dated July _____, 2016, which original amount of the loan being \$ _____. If TENANT/BUYER fails to exercise the option to purchase, said deposit shall be the exclusive property of the LANDLORD/SELLER. See **Exhibit "C"** for rent schedule.

45. At least thirty (30) days prior to the expiration date of the term of this Agreement, TENANT/BUYER shall notify LANDLORD/SELLER of any defects that may appear in the LANDLORD/SELLER'S title to the property. If any defects are raised which cannot be cured, then the TENANT/BUYER may accept title in its existing state or else elect not to close the purchase transaction, in which event the rights and obligations of the parties hereunder shall cease and terminate and be of no further force and effect, earnest money deposit shall be returned to the TENANT/BUYER.

46. THE TENANT/BUYER shall purchase the property in "as is" condition and shall inspect the property prior to taking possession thereof under this Agreement. Any right to object to a physical defect in the property not objected to by the TENANT/BUYER prior to the TENANT/BUYER taking possession shall be considered waived by the TENANT/BUYER.

47. In the event the TENANT/BUYER exercises its option to purchase the Property and the above-referenced conditions are satisfied, the LANDLORD/SELLER shall convey the property to the TENANT/BUYER by Deed. The TENANT/BUYER shall pay all closing costs, including but not limited to, the preparation of the Deed, the requisite documentary stamps to be affixed thereto, and the costs of recording the deed. The TENANT/BUYER shall pay all costs associated with the obtainment of the purchase money financing, if any, including but not limited to: origination fees, points, credit reports, surveys, recording fees, intangible taxes and documentary stamps to be affixed to the mortgage.

48. SPECIAL TERMS AND CONDITIONS. This agreement is subject to these covenants and conditions recorded on August 12, 2009 in ORB 639, Page 410, public records of Jefferson County, Florida and by reference made a part hereof. .

49. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements, conditions, and understandings between LANDLORD and TENANT concerning the leased Premises, and there are no other promises, agreements, conditions, or understandings, either oral or written, between them other than as set forth in this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on LANDLORD or TENANT, unless reduced to writing and signed by them and by direct reference made a part hereof. No surrender of the demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by LANDLORD in writing.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement this 30th day of September, 2016.

Signed, sealed and delivered
in our presence as witnesses:

**JEFFERSON COUNTY BOARD OF
COUNTY COMMISSIONERS**

Witness Signature

LANDLORD, Stephen Walker, Chairman

Type or Print Witness Signature

Witness Signature

Type or Print Witness Signature

Signed, sealed and delivered
in our presence as witnesses:

GLEN BISHOP ENTERPRISES, LLC

Witness Signature

TENANT

Type or Print Witness Signature

Witness Signature

Type or Print Witness Signature

SCHEDULE "C"

Rent Schedule:

Lease Details:

BASE RENTAL \$4,447.22
(Base rent based on fifteen (15) year amortization of
\$610,000.00 at 3.92% interest foxed for seven (7) years and
subject to adjustment thereafter.)

Sales tax \$ 311.30
Monthly Payment \$4,758.52

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

Initial check to be included with signed Lease:

First Month's Rent: \$4,447.22
Sales Tax: \$ 311.30
Security Deposit

Total \$4,758.52

EXHIBIT "B"

Cost of Project Detail

Value of real property	\$	<u>12,000.00</u>
Cost of improvements	\$	<u>585,759.00</u>
Cost of Construction loan	\$	<u>5,000.00 FMB Attorney</u>
	\$	<u>1,500.00 BOCC Attorney</u>
	\$	<u>-0- loan orig. fee</u>
TOTAL:	\$	604,257.00

SCHEDULE "A"

Legal Description

files/client.dir./i-j/jcbcc/glen bishop enterprises, llc/lease with contract to purchase