



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
November 1, 2016 at the Courthouse Annex
435 W. Walnut St. Monticello, FL 32344**

1. 9 AM – Call to Order, Invocation, Pledge of Allegiance
2. Public Announcements, Presentations, & Awards
3. Consent Agenda
 - a) Approval of Agenda
 - b) Minutes of October 18, 2016 Regular Session
 - c) Florida Rural Economic Development Association Support Resolution
4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)
5. General Business
 - a) BOCC Legislative Priorities – Dick Bailar
 - b) Rocky Branch Road Resurface Request – Comm. Hall/City Manager Steve Wingate
 - c) Code Enf. Ord./Special Magistrate Discussion – Comm. Barfield/CE Off. Beth Letchworth
 - d) Glen Bishop Enterprises Lease – Comm. Boyd
6. PUBLIC HEARING – CDBG ECONOMIC DEV. APPLICATION (2ND PUBLIC HEARING)
7. County Coordinator
8. Commissioner Discussion Items
9. Adjourn

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

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

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 18, 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 Hall led the invocation and pledge of allegiance.
2. Alton Brock, with TLC Engineering, gave a presentation to the Board on his company’s role in helping county’s receive public assistance funds related to disaster recovery.
3. Property Appraiser Angela Gray presented a check for unspent funds from budget year 2015/2016 in the amount of \$4032.20.
4. Commissioner Walker requested that Taxable Value be added as an item under general business. **On motion by Commissioner Barfield, seconded by Commissioner Boyd and unanimously carried, this item was added to the Agenda.**
5. **On motion by Commissioner Barfield, seconded by Commissioner Boyd and unanimously carried, the consent agenda as amended was approved.**
6. Citizen Roy Campbell asked the Board why they kept pursuing projects like the two buildings on US-19 and the Game Changer project. He stated his belief that developers and property owners should take on these projects with private money, not government funds.
7. Property Appraiser Angela Gray stated that the Value Adjustment Board went over figures for the Final Tax Roll and that the final taxable value increased by 3% due to settlements with Florida Gas and Verizon. She stated the County Commission could roll back the millage rate to 7.7198 mills, but the Board would need to make a decision and inform the Clerk prior to Friday, October 21st. **On motion by Commissioner Boyd, seconded by Commissioner Hall and unanimously carried, the Board approved making the adjustment to the millage rate.**
8. Commissioner Hall introduced the Rocky Branch Road resurfacing request item. He stated that this was inside the city limit, but .4 miles were within District 2. Commissioner Hall inquired that, if approved, where would it come from, to which County Coordinator Parrish Barwick stated the Road Department budget. Clerk of Court Kirk Reams commented that this portion of road may be eligible for future SCOP funding. **Commissioner Hall made a motion to take \$34,000 from the Road Department’s budget for the paving of Rocky Branch Road.** Commissioner Boyd stated he would support the motion if it were amended to say the Road Department would be reimbursed by RESTORE Act funds or FEMA funds. **Commissioner Hall revised his motion to reflect the above and**

- Commissioner Boyd seconded for discussion.** City Councilwoman Julie Conley stated she was speaking as a citizen (not in her elected capacity). She said that with the road crew already mobilized and paving Mamie Scott Drive, their price to pave this portion of Rocky Branch might be lower. Citizen Chuck Sarkisian stated there were other areas that needed attention, like Pearl Street. Citizen Paul Henry stated his belief that this should be taken before the City of Monticello. Citizen Joe Rosmini stated the city was part of the County and that the County should pave it. City Councilman Troy Avera stated he was speaking as a citizen (not in his elected capacity). He said that the County should be able to help when it came to connector roads, but that this issue really needed to be taken before the City Council. Clerk of Court Kirk Reams stated that, at this point in time, no ad valorem revenues go toward funding the Road Department. Commissioner Barfield stated this would be setting a precedent, to which Commissioner Boyd stated the precedent was already set when the County paved a portion of Martin Luther King Avenue. Commissioner Bishop stated he would feel better if the Board voted after receiving a request from City Council. **The motion failed 2 to 3 (Barfield, Bishop and Walker opposed).**
9. Chief Deputy Clerk Tyler McNeill introduced the purchasing policy item and stated the only change was the removal of the local preference language, per Carol Ellerbe with Emergency Management and the state and federal requirements. County Coordinator Barwick stated this would need Board approval before changes went into effect. Sheriff David Hobbs stated this change was necessary in order for County to be reimbursed by FEMA. **On motion by Commissioner Barfield, seconded by Commissioner Bishop and unanimously carried, the Board approved the changes to the purchasing policy.**
10. County Coordinator Parrish Barwick introduced the Glen Bishop Enterprises lease update item. Commissioner Boyd requested the Board defer action on the lease until the Board received some answers from Mr. Bishop about his intentions. He stated concern that it took so long to get the lease and also that someone occupied the building for nearly a year without rent payments. Attorney Bird stated there had been a draft contract for over 8 months, but there had been no questions from the Board and that he recommended a workshop if the Board needed more information at this point. Attorney Bird stated the one issue that needed to be decided was whether the Board would allow a “month to month” lease or if the would require the lessee be obligated to the full 7 year lease. Commissioner Barfield stated she would not approve a month to month lease. Commissioner Boyd stated that no one was more supportive of the project than him, but that there were red flags such as only three payments being received and a commercial realtor sign outside of the building. He noted that this was not built as a spec rental, but rather to help someone start and grow a local business. Commissioner Barfield stated that the lease needed to be year to year at the least. Citizen Paul Henry commented that the County was in a mess because this type of activity is not a necessary function of government. Citizen Chuck Sarkisian recommended an early termination agreement or default close be included. Attorney Bird recommended working with Glen Bishop since everything was agreed upon except whether the lease would be month to month. **Commissioner Barfield made a motion for a year to year lease. The motion died for lack of a second.** Chairman Walker stated that if something on the lease needed to be

adjusted, that Mr. Bishop should come before the Board. **On motion by Commissioner Barfield, seconded by Commissioner Hall and carried 4 to 0 (Bishop abstained), the Board requested that in one month this lease be agreed upon and finalized.**

11. Commissioner Barfield inquired about tax abatement and stated that she would like to discuss this item in the future since it passed referendum.
12. Attorney Bird stated that it was his understanding that the School Board's intent was to pay for their portion of the attorney's fees in the re-districting lawsuit, but noted he had not received much communication from them.
13. The warrant register was reviewed and bills ordered paid.
14. **On motion by Commissioner Bishop, seconded by Commissioner Hall and unanimously carried, the meeting was adjourned.**

Chairman

Attest: _____
Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA, SUPPORTING THE LEGISLATIVE
PRIORITIES OF THE FLORIDA RURAL ECONOMIC DEVELOPMENT ASSOCIATION

WHEREAS, the Jefferson County Board of County Commissioners is concerned about the economic health and well-being of residents in Florida's rural counties; and

WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our rural communities; and

WHEREAS, Florida's urban counties have grown rapidly over the past forty years while Florida's rural counties, which represent thirty-four of Florida's sixty seven counties, have not shared in this same growth and prosperity; and

WHEREAS, Florida's rural counties offer unique and diverse economic development opportunities in the areas of manufacturing, logistics, warehousing, distribution, and agriculturally-based jobs and industries; and

WHEREAS, current state economic development resources and investments targeting the needs of rural counties and communities are woefully insufficient; and

WHEREAS, we see it as our duty as elected officials to provide for responsible economic growth that will improve our local tax base in order to support the educational, business, and quality of life needs of rural Florida; and

WHEREAS, unlike urban counties where large sums are spent to develop infrastructure that supports growth and development, rural Florida counties are left lacking infrastructure development which would enhance the economic, social and quality of life in rural Florida; and

WHEREAS, our strongest desire is to promote economic growth and prosperity in order that our county will experience economic growth substantial enough so that our county will no longer need to be designated as a Rural Area of Opportunity by the State of Florida; and

WHEREAS, Florida's rural counties are ripe for state investment and financial support necessary to improve the economic health of Florida's rural regions; and

WHEREAS, in order to access the State's economic development resources, rural counties and rural economic development organizations face burdensome bureaucracy which exhausts their limited resources and hinders their ability to respond to economic opportunity in a timely fashion and

WHEREAS, the State of Florida lacks significant economic development incentives targeted to Florida's rural counties; and

WHEREAS, Florida's legislature has the ability to eliminate regulatory and programmatic barriers, enhance access to and increase level of funds for rural economic development opportunities, provide increased and targeted financial resources earmarked specifically for rural counties and communities; and direct state agencies to improve the quality of service and quantity of assistance to rural Florida; and

WHEREAS, improved economic conditions in rural areas are beneficial to all of Florida;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS DOES SUPPORT THE FOLLOWING LEGISLATIVE PRIORITIES OF THE FLORIDA RURAL ECONOMIC DEVELOPMENT ASSOCIATION (FREDA):

1. Eliminate program match requirement for Rural Regional Development Grant Program (Florida Statute 288.018) and appropriate, earmark, or otherwise set aside \$250,000 for each of the three Rural Areas of Opportunity (RAO) designated by Governor's Executive Order. Each RAO is served by a regional rural economic development organization to include Opportunity Florida (serving nine counties in Northwest Florida); Florida Heartland Economic Region of Opportunity (FHERO--serving 6 counties in South Central Florida), and the North Florida Economic Development Partnership (NFEDP--serving 14 counties in North Central Florida).

Purpose and Importance: This grant program provides critical funding to enable a range of technical assistance, marketing, leadership capacity building, and education services for rural counties within these RAOs. The three organizations specified above are responsible for providing, facilitating, and coordinating the aforementioned services on behalf of the counties within their respective regions. It has become increasingly difficult to generate local and private match dollars to maximize the use of this grant program but the service needs and demands continue to expand.

2. Increase Rural Infrastructure Fund appropriation from \$1.6 million to \$5 million.

Purpose and Importance. This program provides funds for critical infrastructure needed for

economic development projects in rural counties. It offers flexibility for many types of infrastructure (e.g., transportation improvements, water and wastewater facilities, utility transmission lines, etc.) needed to attract and support companies to locate or expand in rural counties. The current funding of \$1.6 million is woefully inadequate to cover the growing needs and demands of 32 rural counties.

PASSED AND APPROVED this 18th day of October, A.D., 2016.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

BY: _____

STEPHEN WALKER

CHAIR

ATTEST:

KIRK B. REAMS

CLERK OF CIRCUIT COURT

ITEM 5(a)

BOCC LEGISLATIVE PRIORITIES

Jefferson County Legislative Committee

2017 LEGISLATIVE PRIORITIES

Commissioners, It is that time again for you to consider fiscal priorities for the 2017 Legislative Session which begins on March 6th. As you know, much of the budgeting is done prior to the end of this year, and the finalizing is done during the March/April Session. The Legislative Committee meets with Senator Montford and Representative Beshears in November and December, informing them of your priorities and seeking their early support. To help us, we publish the informative Annual Yearbook which contains those priorities. Dealing with time constraints, it would be most helpful if you could have your priorities determined by the October 4 BOCC meeting.

Following are 2016 Priorities that might help you in your deliberations.

BASE FUNDING PRIORITIES

- Maintain funding for Fiscally Constrained Counties
- Maintain PILOT revenue for Amendments 1 and 4
- Maintain funding of Small County Solid Waste Grant
- Maintain funding for SHIP Affordable Housing Grant
- Maintain funding of the FDOT Road Programs
(SCRAP/SCOP/CIGP)
- Maintain full funding for the R.J. Bailar Public Library
- Seek funding for Public Health Facility renovation by phases
- Maintain funding for Historic Preservation Grants

ITEM 5(b)

**ROCKY BRANCH ROAD
RESURFACING REQUEST**

City of Monticello

CITY COUNCIL

October 20, 2016

George Evans
Group 1

Tom Vogelgesang
Group 2, Mayor

Jefferson County Board of County
Commissioners

Julie Conley
Group 3

Jefferson County Courthouse
1 Courthouse Circle
Monticello, FL 32344

John Jones
Group 4, Vice-Mayor

Dear Commissioners:

Troy Avera
Group 5

In re: Request for Paving of Rocky Branch Road

Emily Anderson
City Clerk/Treasurer

On behalf of the Monticello City Council, please consider this a request for paving of Rocky Branch Road between Mamie Scott Drive and Goldberg Road.

Steve Wingate
City Manager

Utilizing FDOT funding from the Small County Outreach Program for Municipalities and Communities (SCOP Municipalities), the City will soon be resurfacing and making other improvements to Mamie Scott Drive. Unfortunately, our funding allocation is insufficient to continue the work onto Rocky Branch Road. Even if the Mamie Scott project were to be completed under-budget, FDOT does not allow us to shift the excess funds to other areas.

As you know, both roadways are in a deteriorated condition and in need of immediate attention. By small community standards, they are high traffic roads providing access to Jefferson Elementary and the Recreation Park. Additionally, Rocky Branch Road serves as a connector from the Ashville Highway into the service and retail areas of the City of Monticello.

245 South Mulberry Street • Monticello, Florida 32344-1307 • (850) 342-0153

Fax (850) 997-2217

E-mail: eanderson@mymonticello.net

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The County's resurfacing of Rocky Branch would provide a benefit to our County and City constituents whom, we believe, appreciate the spirit of cooperation between the local jurisdictions. The Council asks that this item be placed on your November 1 meeting agenda.

If you have any questions or need additional information, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Steve Wingate". The signature is written in a cursive style with a large, stylized "W".

Steve Wingate
City Manager

cc: The Honorable Kirk Reams
T. Buckingham Bird, County Attorney
Parrish Barwick, County Coordinator
City Council Members
The Honorable Emily Anderson
Bruce Leinback, City Attorney

ITEM 5(c)

**CODE ENFORCEMENT
ORDINANCE/SPECIAL MAGISTRATE
DISCUSSION**

**JEFFERSON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

ORDINANCE NO. 2016-_____-__

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING CHAPTER 21 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ENTITLED "CODE ENFORCEMENT" TO AUTHORIZE THE USE OF SPECIAL MAGISTRATES AS PROVIDED IN SECTION 162.03(2), FS, AND TO AUTHORIZE THE ISSUANCE OF CIVIL CITATIONS AS PROVIDED CHAPTER 162, PART II, FS; CREATING A SECTION ENTITLED "SPECIAL MAGISTRATES" AND NUMBERING SAME AS SEC. 21-4; MAKING CONFORMING AMENDMENTS TO SECS. 21-1 THROUGH 21-15, AND RENUMBERING WHERE NECESSARY; CREATING SEC. 21-16, CITATIONS AND CIVIL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, Article VII of the Constitution of Florida authorizes Counties to exercise broad home rule powers; and

WHEREAS, Section 125.01(1), Florida Statutes, provides that the legislative and governing body of a County shall have the power to carry on County government and that said power includes, but is not restricted to, the enumerated powers set forth in Section 125.01, Florida Statutes, so long as any powers exercised are not inconsistent with general law; and

WHEREAS, Section 125.01(1)(t), Florida Statutes, provides that a County may adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, Sections 125.01(3)(a) and (b), Florida Statutes, recognize that the enumeration of powers in Section 125.01(1), Florida Statutes, incorporates all implied powers necessary and incident to carry out those powers and that Section 125.01, Florida Statutes, shall be liberally construed in order to effectively carry out the purpose of the section and to secure for counties

the broad exercise of home rule powers authorized by the State Constitution; and

WHEREAS, pursuant to Chapter 162, Florida Statutes, “The Local Code Enforcement Boards Act,” the Board of County Commissioners of Jefferson County Florida duly enacted Chapter 21 of the Code of Ordinances entitled “Code Enforcement”; and

WHEREAS, Section 162.03(2), Florida Statutes, authorizes the County to adopt an ordinance creating an alternate code enforcement system that gives County designated Special Magistrates the authority to hold administrative hearings, in the same manner as may be conducted by code enforcement boards, and assess fines against violators of County codes; and

WHEREAS, Chapter 162, Part II, Florida Statutes, authorizes a supplemental system for code enforcement whereby a code enforcement officer is authorized to issue a civil citation to an alleged violator of a duly enacted code or ordinance and provides authority for the county court to hold a hearing to resolve the citation; and

WHEREAS, the Board of County Commissioners has determined that it necessary and advisable to adopt this ordinance to enhance the effectiveness of code enforcement in Jefferson County by creating a special magistrate system pursuant to Section 162.03(2), Florida Statutes, and adopting a civil citation program as authorized in Chapter 162, Part II, Florida Statutes; and

WHEREAS, the Jefferson Board of County Commissioners has determined that this ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

NOW, THEREFORE, BE IT ORDAINED by the Jefferson County Board of County Commissioners as follows:

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to supplement the County code relating to code enforcement in Jefferson County Code of Ordinances Chapter 21 through the creation of a special magistrate system pursuant to Section 162.03(2), Florida Statutes, and adoption of a civil citation program as authorized in Chapter 162, Part II, Florida Statutes.

SECTION 3: AMENDMENT TO CHAPTER 21 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY.

Chapter 21 of the Code of Ordinances of Jefferson County is hereby amended as follows:

NOTE: Underlined language is language to be added and ~~Struck Through~~ language is language to be deleted.

Sec . 21-1. – Generally

Sec. 21-2. – Definitions

Sec. 21-3. – Creation of code enforcement board, composition, terms and removal of members; organization.

Sec. 21-4. – Special Magistrates. ~~Legal counsel.~~

Sec. 21-5. – Legal Counsel. ~~Jurisdiction~~

- Sec. 21-6. – Jurisdiction. ~~Complaint procedure.~~
- Sec. 21-7. – General enforcement authority.
- Sec. 21-8. - ~~Complaint procedure.~~ Enforcement procedure.
- Sec. 21-9. – Enforcement procedure. ~~Hearing procedure.~~
- Sec. 21-10. – Hearing procedure. ~~Appeal~~
- Sec. 21-11. – Appeal. ~~Notices.~~
- Sec. 21-12. – Notices. ~~Abatement bid procedure.~~
- Sec. 21-13. – Abatement bid procedure. ~~Immunity.~~
- Sec. 21-14. – Immunity. ~~Costs.~~
- Sec. 21-15. – Costs.
- Sec. 21-16. Citations and civil penalties.

Sec. 21-1. - Generally.

This ordinance establishes code enforcement procedures and creates the Jefferson County Code Enforcement Board and Special Magistrate, pursuant to ch. 162, F.S. The code enforcement board and special magistrate(s) would not exercise such powers concurrently, but rather the board of county commissioners would by resolution adopted from time to time, specify whether the code enforcement board or the special magistrate is authorized to exercise such powers.

Sec. 21-2. – Definitions.

Code Enforcement is the prevention, detection, investigation and enforcement of violations of statutes or ordinances regulating public health, safety, and welfare, public works, business activities and consumer protection, building and fire protection standards, land-use, or municipal affairs.

Code Enforcement Board (CEB) shall mean the county code enforcement board created pursuant to ch. 162, F.S.

Code Enforcement Inspector shall mean those authorized agents or employees of the county whose duty it is to assure code compliance.

Code Enforcement Officer shall mean any authorized agent or employee of the county who possesses specialized training in code enforcement by the Florida Association of Code Enforcement and is appointed by the Board of County Commissioners to carry out the function of Code Enforcement in Jefferson County.

Special Magistrate shall mean a person authorized to hold quasi-judicial hearings and assess fines against violators of the county code of ordinances and such other authority as may be conferred by Chapter 162, Florida Statutes, or any other law and shall include any alternate special magistrate.

Sec. 21-3. - Creation of code enforcement board; composition, terms and removal of members; organization.

(a) There is created a code enforcement board for the county, which shall consist of seven members appointed by the board of county commissioners. The board of county commissioners may appoint up to two alternate members to serve on the board in the absence of code enforcement board members. All members of the code enforcement board shall be residents of the county and shall serve without compensation.

(b) The membership of the code enforcement board shall, whenever possible, be made on the basis of experience or interest in the fields of zoning and building control and shall, whenever possible, include:

- (1) An architect;
- (2) A business person;
- (3) An engineer;
- (4) A general contractor;
- (5) A subcontractor;
- (6) A realtor; and
- (7) A citizen lay[man] appointee.

(c) The initial appointments to the code enforcement board shall be as follows:

- (1) Two members shall be appointed for a term of one year.
- (2) Three members shall be appointed for a term of two years.
- (3) Two members shall be appointed for a term of three years.
- (4) Alternate members, if appointed, shall be appointed for a term of one year.

Thereafter, each member shall be appointed by the board of county commissioners for a term of three years. A member may be reappointed. Appointments to fill any vacancy on the code enforcement board shall be for the remainder of the unexpired term of office.

(d) Any member of the board who fails to attend two out of three successive meetings during any calendar year shall automatically forfeit such appointment and the Board of County Commissioners shall promptly fill such vacancy.

(e) Members of the code enforcement board may be suspended and removed from office by the board of county commissioners for cause after ten days' written notice and hearing before the board of county commissioners.

(f) At the first meeting of the code enforcement board, the members shall elect a chair and a vice-chair, who shall be voting members, from among the members of the code enforcement board. The persons so elected shall function as chair and vice-chair for a one-year term. The presence of four or more members, including alternate members, shall constitute a quorum of the code enforcement board necessary to take action. Special meetings of the code enforcement board may be convened by the chair upon giving 48 hours' written notice to each member of the board.

(g) Regular meetings of the board shall occur no less frequently than once per quarter, or as necessary.

(h) Minutes and mechanical recordings shall be maintained for all meetings and hearings held by the code enforcement board; and all meetings, hearings and proceedings shall be open to the public.

(i) The board of county commissioners shall provide administrative support, including necessary supplies, to the code enforcement board as may be reasonably required for the proper performance of its duties.

Sec. 21-4. - Special Magistrates.

(a) Alternative proceedings. Consistent with resolution of the board of county commissioners, adopted from time to time, in lieu of having the code enforcement board hear and decide code violations, the county coordinator may appoint one or more special magistrates to hear and dispose of such matters. Special magistrates shall have the same status, jurisdiction and authority as the code enforcement board. All references to the code enforcement board in the county code of ordinances shall apply to a special magistrate, except that no legal counsel shall be appointed to advise a special magistrate.

(b) Minimum qualifications. The minimum qualifications to be eligible for service as a special magistrate are as stated below. In addition, the county coordinator may specify further required qualifications in a solicitation for special magistrates.

(1) Be an active member in good standing of the Florida Bar with a minimum of five (5) years recent experience practicing law, which experience shall include litigation and administrative hearing experience.

(2) Reside or own property in Jefferson County, Florida

(3) Not be an employee of the county or hold any office within the county government.

(4) Comply with the Code of Ethics of the State of Florida.

(c) Solicitation and appointment. Eligible candidates for special magistrate shall be sought and the selection and appointment made by the county coordinator. Terms of appointment and compensation for the special magistrates shall be established pursuant to a contract approved by the board of county commissioners. The county coordinator may select and appoint up to two alternate special magistrates to serve in the event of legal conflict of interest or in the absence of the special magistrate, with the terms of appointment and compensation for the alternate special magistrates established pursuant to a contract approved by the board of county commissioners.

(d) Additional duties. The board of county commissioners may, by ordinance, specify that the special magistrate appointed under this section shall perform additional duties as a hearing officer conducting quasi-judicial hearings on other matters concerning the county code of

ordinances.

(e) Removal. The special magistrate and any alternate special magistrate shall serve at the pleasure of the county coordinator and may be removed from service at any time, with or without cause, by the county coordinator.

(f) Conflicts. In the event of a legal conflict of interest prevents the special magistrate and any alternate special magistrate from hearing a case, the county coordinator, notwithstanding the language of Sec. 21-3.(b)(2) above, may contract with any current special magistrate of another Florida jurisdiction to hear the case.

Sec. 21-5. – Legal counsel.

(a) The county attorney is hereby designated by the board of county commissioners to attend meetings of the code enforcement board in order to assist and advise the code enforcement board in the conduct of its hearings, including the application of the procedures for hearings as set forth herein.

(b) An attorney (other than the county attorney) may be appointed by the board of county commissioners to represent the county staff during ~~such~~ proceedings before the code enforcement board or special magistrate. The appointed attorney or a member of the administrative staff of the county shall present each case before the code enforcement board or special magistrate. The board may appoint the county planning commissioner's attorney to function in this capacity.

(c) In no event may the county attorney serve in both capacities.

Sec. 21-6. - Jurisdiction.

(a) The code enforcement board or special magistrate shall have the jurisdiction to hear and decide alleged violations occurring within the unincorporated county and, if approved by interlocal agreement, within the municipal limits of the City of Monticello, of the following codes and ordinances that have been, or will in the future be, adopted by the county, or if applicable, by the city:

- (1) Florida Building Code, Building.
- (2) Florida Building Code, Residential.
- (3) Florida Building Code, Existing Building.
- (4) Florida Building Code, Plumbing.
- (5) Florida Building Code, Fuel Gas.
- (6) Florida Building Code, Mechanical.
- (7) Florida Building Code, Test Protocols.
- (8) Florida Building Code, Energy.
- (9) Florida Accessibility Code.
- (10) Florida Fire Prevention Code.
- (11) Florida Life Safety Code.

- (12) Land Development Code and Comprehensive Plan.
- (13) Subdivision codes.
- (14) Licensing codes, including business tax receipts and licensing.
- (15) Mobile Home Inspection Code.
- (16) Unsafe Building Abatement Code
- (17) Code of Ordinances.

(b) The jurisdiction of the code enforcement board or special magistrate shall not be exclusive. Any alleged violation of any of the codes and ordinances referred to in subsection (a) of this section may be pursued by appropriate remedy in court, or in any other manner, or using any procedure, provided by state statute or by any local code in effect, or which in the future may be in effect, at the option of the appropriate official whose responsibility it is to enforce that respective code or ordinance.

Sec. 21-7. General enforcement authority.

The Code Enforcement Inspector/officer shall have the authority and powers necessary to gain compliance with the codes and ordinances enumerated in Sec. 21-6 ~~Sec. 21-5~~ above, and shall conduct an investigation upon receiving a complaint by a citizen.

Sec. 21-8. – Complaint procedure.

(a) A citizen of Jefferson County may make a complaint for investigation by the code enforcement officer.

(b) Complaints shall be made in writing on a form to be supplied by the code enforcement officer and shall contain the following:

- (1) Date of offense and date of filing the complaint.
- (2) General statement of facts of the offense including the location and owners name and contact information, if known.
- (3) Name, signature, and contact information of the complainant.

Sec. 21-9. - Enforcement procedure.

(a) It shall be the duty of the code enforcement inspector to investigate complaints and initiate enforcement proceedings of the various codes and ordinances. No member of the code enforcement board or the special magistrate(s) may initiate enforcement proceedings. The Code Enforcement Inspector/officer may initiate enforcement proceedings according to the process set forth in this section when the inspector/officer has reason to believe that there is a violation of any the County codes and ordinances enumerated in Sec. 21-6 ~~Sec. 21-5~~ above.

- (1) A notice of violation shall be served upon the owner, agent, custodian, lessee, or occupant to terminate and abate the violation in not less than 30 days from the date such

notice is received by certified mail, hand delivery, or advertised in a newspaper of general circulation in the county. Such notice of violation shall include:

- a. a sufficient description by address and/or legal description to identify the property upon which the violation exists;
- b. a description of the violation to be terminated and abated and any additional actions, authorizations or permits required to achieve compliance; and
- c. a statement that if the described violation is not terminated and abated within a specified period of time, which shall be not less than 30 days after notice as herein provided, the code enforcement board or special magistrate may order the code enforcement officer to cause the violation to be terminated and abated, and to impose a lien upon the property for the actual cost of such termination and abatement.

The code enforcement inspector/officer may provide additional time in which to cure a violation if, in the discretion of the code enforcement officer, such additional time is reasonably necessary in view of the actions required to achieve compliance.

(2) If such violation has not been terminated and abated within the time specified in the notice, a second notice shall be sent notifying the offender that a code enforcement hearing has been requested. Such notice of violation shall further state the date, time and place in which the violation will be called up for hearing before the code enforcement board or special magistrate. The second notice as referenced herein shall be sent to the violator not less than 30 days before the hearing before the code enforcement board or special magistrate.

(3) If a violation presents a serious threat to the public health, safety, and welfare, the code enforcement inspector/officer shall immediately take the case before the code enforcement board or special magistrate, even if the violator has not been notified.

(4) If a repeat violation is found, the code inspector shall notify the violator; but is not required to give the violator a reasonable time to correct the violation. The code enforcement inspector/officer, upon notifying the violator of a repeat violation, shall notify the code enforcement board or special magistrate and request a hearing. The code enforcement board or special magistrate, through its administrative staff, shall schedule a hearing and shall provide notice pursuant to this chapter. The case may be presented to the code enforcement board or special magistrate even if the repeat violation has been corrected prior to the board hearing; and the notice shall so state.

Sec. 21-10. - Hearing procedure.

(a) All hearings before the code enforcement board or special magistrate pertaining to this article shall be public hearings and shall be noticed by publication as provided in the Land

Development Code (in addition to the notices to the violator as provided elsewhere in this Chapter) and shall be conducted in accordance with the procedures set forth in this Code.

(b) After a case is set for hearing, the secretary to the code enforcement board or special magistrate may issue subpoenas as requested by the code enforcement officer/inspector, and the alleged violator. Subpoenas may be served by the Sheriff of Jefferson County. Subject to potential cost recovery in this chapter, the county shall initially pay all costs of issuing and serving up to and including four subpoenas requested by any party. Should a party request more than four subpoenas, that party shall pay all costs incurred in issuing and serving those in excess of four.

(c) Hearings before the code enforcement board or special magistrate shall be conducted as follows:

(1) The code enforcement officer/inspector shall read the statement of violations and request for hearing.

(2) The alleged violator shall be asked if he wishes to contest the charges.

(3) The county shall present its case and alleged violator shall present his case. The county's case shall be presented by an attorney representing the county or by a member of the administrative staff of the county. The alleged violator's case may be presented by an attorney, or other representative chosen by the alleged violator.

(4) Both parties may call witnesses and all witnesses shall be sworn. All testimony shall be under oath and shall be recorded.

(5) Formal rules of evidence shall not apply, but fundamental due process shall be observed.

(6) Both parties may cross-examine witnesses and present rebuttal evidence.

(7) The code enforcement board and its attorney may call or question any witness. The special magistrate may call or question any witness.

(8) After all evidence has been submitted, the chair shall close presentation of evidence.

(9) The code enforcement board or special magistrate shall immediately deliberate and make a decision in open session. If a decision cannot be reached in the initial meeting, the board shall adjourn and reconsider the matter as soon as possible at a time and date certain.

(10) A decision of the code enforcement board must be approved by simple majority, except that at least four (4) members of the board must vote. The decision shall contain findings of fact and conclusions of law and shall state the affirmative relief granted by the board or special magistrate.

(11) The decision shall be announced as an oral order of the code enforcement board or special magistrate and shall be reduced in writing within ten days and mailed to the parties.

(12) The code enforcement board or special magistrate may, at any hearing, order the reappearance of a party at a future hearing.

(13) Any case may be continued by the code enforcement board or special magistrate for good cause shown. If the code enforcement board or special magistrate's consideration of a case has already been publically noticed, the board's counsel or the special magistrate may grant a continuance prior to the meeting at which a case is to be heard, provided that the request is unopposed by all parties. The continuances shall be announced during the publicly noticed hearing. There shall be no more than two continuances granted in any case.

(d) The code enforcement board or special magistrate may issue whatever orders are necessary to bring the violation into compliance, including an order which directs the code enforcement officer/inspector to cause the violation to be terminated and abated, and which further orders that a lien be placed on the property in an amount equal to the actual cost of terminating and abating the violation. No order of the code enforcement board or special magistrate shall cause a violation to be terminated and abated before the time has run out for appealing such order.

(e) The code enforcement board or special magistrate, upon finding a violation, shall issue an order to comply, setting a date certain for compliance and a fine to be levied if the deadline for compliance is not met. The fine shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for each repeat violation, such fines to accrue daily for each day the violation continues past the specified compliance date. In addition, in each instance in which the code enforcement board or special magistrate determines that a violation has occurred, the board or magistrate shall include in its order or decision a requirement that the violator reimburse the county an amount equivalent to the reasonable costs of prosecuting the case before the board or magistrate, said amount to be specifically stated in the order or decision. If the violator fails to remit such reimbursement to the county within 60 days following the violator's receipt of the order or decision of the code enforcement board or special magistrate, such funds shall be recoverable as provided in F.S. § 162.09(3).

(f) In determining the amount of the fine, if any, the code enforcement board or special magistrate shall consider the following factors:

- (1) The gravity of the violation.
- (2) The actions taken by the violator to correct the violation.
- (3) Any previous violations committed by the violator.
- (4) Whether imposition of the fine will constitute an undue hardship on the violator considering the financial resources of the violator.

(g) The code enforcement board or special magistrate may reduce a fine imposed pursuant to this section if mitigating circumstances shall be established and recorded in the minutes of the ~~code~~

~~enforcement board~~ hearing.

(h) After an order has been issued by the code enforcement board or special magistrate and a date for compliance has been set, the code enforcement officer/inspector or other designated county official shall make a reinspection to determine compliance or noncompliance with the order.

(i) The code enforcement officer/inspector or other designated county official shall file an affidavit of compliance or noncompliance with the secretary of the code enforcement board or special magistrate, and a copy shall be sent to the violator by certified mail, return receipt requested.

(j) If the code enforcement officer/inspector files an affidavit of compliance, the secretary of the code enforcement board or special magistrate shall close the file and so report to the board or special magistrate.

(k) If the code enforcement officer/inspector files an affidavit of noncompliance with the secretary of the code enforcement board or special magistrate, the board or magistrate may order the violator to pay the fine as specified in the board's or magistrate's order.

(l) A copy of the order imposing the fine shall be mailed to the violator by certified mail, return receipt requested, or personally served upon the violator.

(m) If a fine remains unpaid for a period of 14 days, a certified copy of the order imposing the fine shall be recorded in the Official Records of Jefferson County, which shall thereafter constitute a lien against the land on which the violations exists, or upon any other real or personal property owned by the violator, and may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against personal property. If the fine or costs incurred by the county remains unpaid for a period of one year following the date the lien was filed, the board may authorize the county attorney to foreclose on the lien, which shall be collected as provided in F.S. § 162.09(3).

(n) In addition to the penalties prescribed above, the code enforcement board or special magistrate shall:

(1) Direct the building, planning, or fire safety administrator not to issue any subsequent authorizations until the violation has been corrected.

(2) Inform the violator that no further work under an existing approval may proceed until the violation has been corrected.

(o) In any instance where the violation constitutes a serious threat to the public health, safety or welfare and has not been corrected within a reasonable period of time, the code enforcement board or special magistrate may notify the board of county commissioners, which authorize entry onto the property in order to make such repairs as are necessary, or take such other actions as law may allow to cure the violation and eliminate such threat, and the cost of such repairs or other actions shall constitute a lien as provided in F.S. § 162.09(1).

Sec. 21-11. - Appeal.

- (a) An aggrieved party, including the board of county commissioners, may appeal a final administrative order of the code enforcement board or special magistrate to the circuit court. Any such appeal shall be filed within 30 days of the execution of the order to be appealed.
- (b) The scope of review shall be limited to the record made before the code enforcement board or special magistrate and shall not be a trial de novo.
- (c) The code enforcement board or special magistrate shall, by rule, establish reasonable charges for the preparation of the record to be paid by the appealing party if such is required by the Florida Rules of Appellate Procedure.

Sec. 21-12. - Notices.

- (a) All notices required by this Chapter shall be provided to the alleged violator by certified mail, return receipt requested, by hand delivery by the sheriff or other law enforcement officer, code enforcement officer/inspector, or other person designated by the board of county commissioners; or by leaving the notice at the violator's usual place of residence with any person residing there who is above 15 years of age and informing such person of the contents of the notice.
- (b) In addition to providing notice may also be served by publication, as follows:
 - (1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements.
 - (2) Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.
 - (3) Notice by publication may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a).
- (c) In lieu of publication as described hereinabove, such notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of the county, at the front door of the county courthouse, or, in the case of the City of Monticello, at city hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
- (d) Evidence that an attempt has been made to hand deliver or mail notice as provided in this section, together with proof of publication or posting, shall be sufficient to show that the notice requirements of this section have been met, without regard to whether or not the alleged violator

actually received such notice.

Sec. 21-13. Abatement bid procedure.

The county shall obtain competitive bids pursuant to the county's normal bidding, purchasing and contracting requirements for services entailed in carrying out the abatement of nuisances under this Chapter. The successful bidder shall be required to provide insurance and bonding as the county deems advisable.

Sec. 21-14. Immunity.

Any code enforcement officer/inspector shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this section.

Sec. 21-15. Costs.

Cost of enforcement shall include but not be limited to: investigative fees, court costs, attorney's fees, administrative fines, travel expenses, clean-up expenses, restoration of property damaged or payment for damages, storage expenses, tipping fees that would have normally been paid if the violator had properly disposed of or caused to be disposed any junk, debris, unserviceable vehicles, litter or abandoned property.

Sec. 21-16. Citations and civil penalties.

(a) Definition. As used in this section, "code enforcement officer" means any designated employee or agent of the county whose duty it is to enforce codes and ordinances enacted by the board of county commissioners.

(b) Section supplemental. The provisions of this section are additional and supplemental means of enforcing county ordinances. Nothing contained in this ordinance shall prohibit the county from enforcing ordinances by any other means.

(c) Exemptions. The provisions of this section shall not apply to the enforcement pursuant to F.S. §§ 553.79 and 553.80 of building codes adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued by the county. For the purposes of this subsection, "building codes" means only those codes adopted pursuant to F.S. § 553.73.

(d) Citation.

(1) The code enforcement officer may issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a violation of any county ordinance, and all such violations are hereby declared to be a civil infraction.

(2) Prior to issuing a citation, the code enforcement officer shall provide notice to the person that the person has committed a violation of an ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, the code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation. The code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(3) A citation issued by the code enforcement officer shall be in a form prescribed by the county and shall contain:

- a. The date and time of issuance.
- b. The name and address of the person to whom the citation is issued.
- c. The date and time the civil infraction was committed.
- d. The facts constituting reasonable cause.
- e. The number or section of the code or ordinance violated.
- f. The name and authority of the code enforcement officer.
- g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- h. The applicable civil penalty if the person elects to contest the citation.
- i. The applicable civil penalty if the person elects not to contest the citation.
- j. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum of civil penalty.

(4) After issuing a citation to an alleged violator, the code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(e) Civil penalties. The civil penalty for a violation of the codes and ordinances enacted by the board of county commissioners shall be a fine not to exceed \$500.00; provided, however, that if the person who has committed the civil infraction does not contest the citation the civil penalty shall be a fine of \$50.00.

(f) Contesting violations. Should a person to whom a citation is issued desire to contest the violation, the person shall have the right to a trial in county court. The trial shall be held as if the person was charged with a violation of a county ordinance punishable under F.S. § 125.69, except that there shall be no right to a court-appointed attorney.

(g) Any person who willfully refuses to sign and accept a citation issued by the code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082.

SECTION 4: SEVERABILITY

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and affect.

SECTION 5: CONFLICT

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

SECTION 6: COPY ON FILE

A certified copy of this enacting ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 7: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 8: AUTHORITY

This ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 162, Florida Statutes.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this ____ day of ____, 2016.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Stephen Walker, Chair

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Land Use Attorney

Please advertise this notice in the Friday, November 4, 2016 paper. Thank you.

NOTICE OF INTENTION TO ADOPT ORDINANCE

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Jefferson County, Florida, on November 15, 2016, at 6:00 P.M., or soon thereafter, in the Jefferson County Courthouse Annex, 435 West Walnut St., Monticello, Florida 32344, will consider adopting an ordinance the title and substance of said proposed ordinance being:

ORDINANCE NO. 2016-_____ -__

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING CHAPTER 21 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ENTITLED "CODE ENFORCEMENT" TO AUTHORIZE THE USE OF SPECIAL MAGISTRATES AS PROVIDED IN SECTION 162.03(2), FS, AND TO AUTHORIZE THE ISSUANCE OF CIVIL CITATIONS AS PROVIDED CHAPTER 162, PART II, FS; CREATING A SECTION ENTITLED "SPECIAL MAGISTRATES" AND NUMBERING SAME AS SEC. 21-4; MAKING CONFORMING AMENDMENTS TO SECS. 21-1 THROUGH 21-15, AND RENUMBERING WHERE NECESSARY; CREATING SEC. 21-16, CITATIONS AND CIVIL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Office of the Clerk to the Board of County Commissioners located in the Jefferson County Courthouse during regular business hours.

All persons wishing to speak upon the adoption of this ordinance are invited to attend the meeting and they shall be heard.

Should any person decide to appeal any decision made by the Board at this meeting, such person will need a record of the proceeding and may need to ensure that a verbatim record of these proceedings is made, pursuant to Florida Statute 286.0105

DATED THIS 1st day of November, 2016
Kirk Reams, Clerk of the Circuit Court Stephen Walker, Chair, JBOCC

ITEM 5(d)

**GLENN BISHOP ENTERPRISES
LEASE AGREEMENT**

**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, 67 Industrial Park, 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, 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 and repossession of the property for its own account.

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 has the right to sublease the leased Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person to occupy the Premises or any part thereof.

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, but none after termination of lease.

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 the 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, the 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

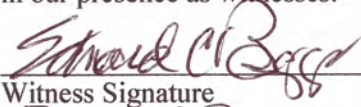
Type or Print Witness Signature

Witness Signature

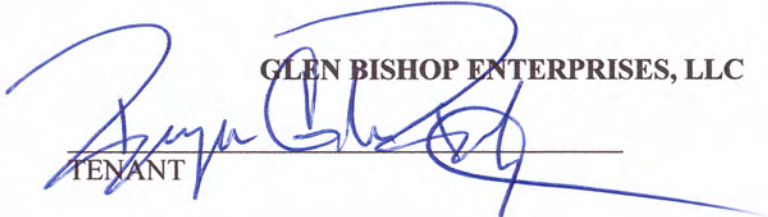
Type or Print Witness Signature

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:	<u>\$ 311.30</u>	
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</u> FMB Attorney
	\$ <u>1,500.00</u>	BOCC Attorney
	\$ <u>-0-</u>	loan orig. fee
TOTAL:		\$ 604,257.00

ITEM 6

**PUBLIC HEARING –
CDBG ECONOMIC DEVELOPMENT
APPLICATION
(2ND PUBLIC HEARING)**

October 19th, 2016

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

CDBG Lloyd Crossing – Jefferson County

Dear Mr. Walker,

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

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

Should you have any questions or need additional information, please contact me at 850.354.5181 or by email at aajose-adeogun@dewberry.com.

Sincerely,

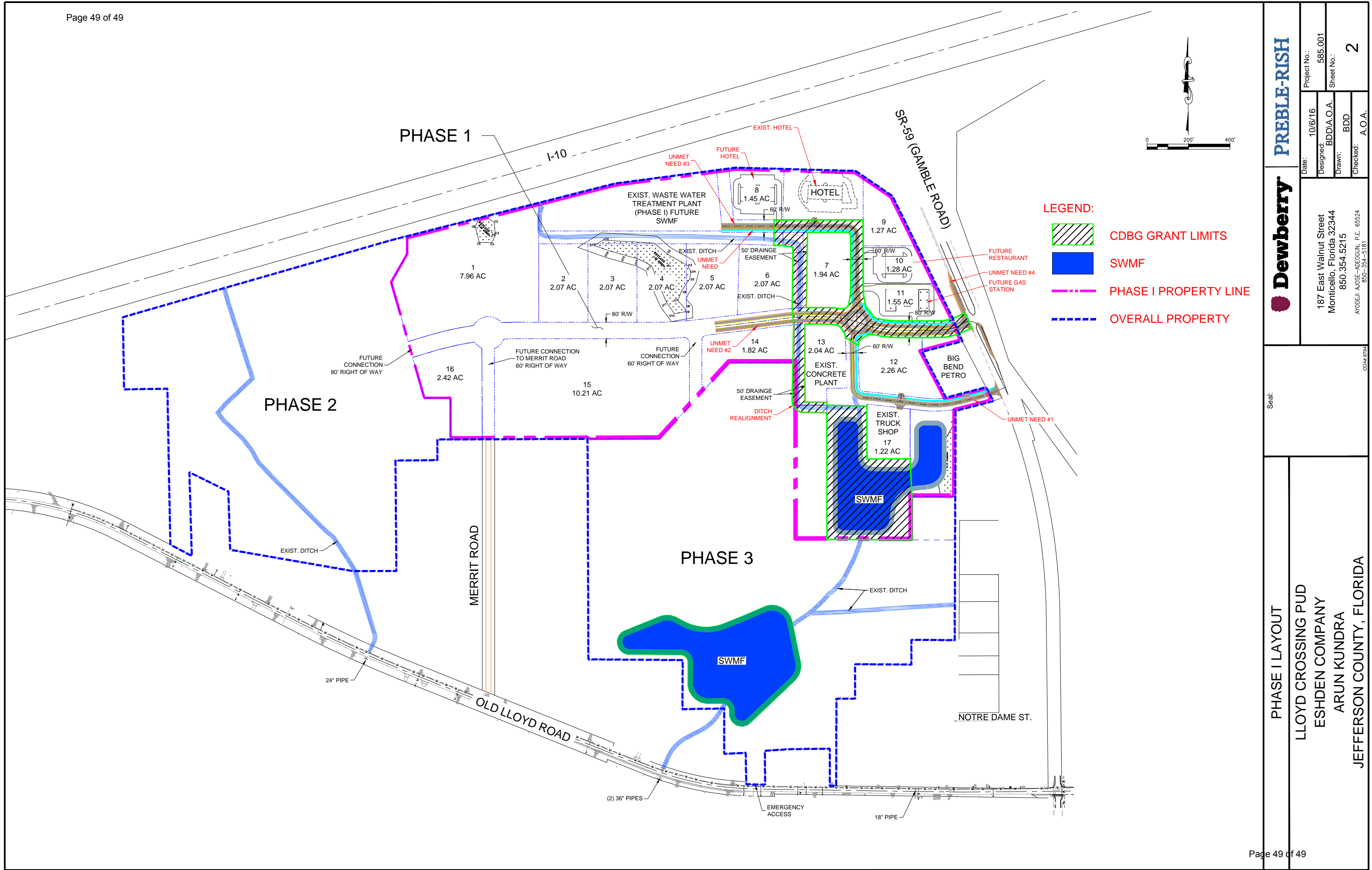


Deji Ajose-Adeogun, P.E.
Project Manager

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

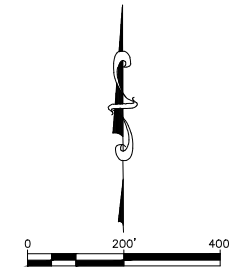
LLOYD CROSSING PRELIMINARY COST ESTIMATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	CDBG Funds	Participating Party Leverage Funds	Public Leverage from Local and Non- Local Sources
STREET IMPROVEMENT							
1	REGULAR EXCAVATION	1,100	CY	\$ 14.50	\$ 15,950.00		
2	EMBANKMENT	4,000	CY	\$ 10.25	\$ 41,000.00		
3	12" TYPE "B" STABILIZATION	8,100	SY	\$ 8.16	\$ 66,096.00		
4	OPTIONAL BASE GROUP 06	7,500	SY	\$ 19.25	\$ 144,375.00		
5	2" (220 LBS/SY) TYPE SP-9.5 SURFACE COURSE, TRAF B	7,500	sy	\$ 12.75	\$ 95,625.00		
6	4" CONC. SIDEWALK (6' WIDE)	2,600	SF	\$ 15.10	\$ 39,260.00		
7	TYPE F MODIFIED CURB & GUTTER	4,000	LF	\$ 20.00	\$ 80,000.00		
8	FDOT TYPE C STRUCTURES	40	EA	\$ 2,500.00	\$ 100,000.00		
9	18" RCP	800	LF	\$ 67.00	\$ 53,600.00		
10	36" RCP	2,100	EA	\$ 104.00	\$ 218,400.00		
11	Electrical	1	LS	\$ 30,000.00	\$ 30,000.00		
12	SIGNING AND PAVEMENT MARKINGS	1	LS	\$ 38,829.00	\$ 38,829.00		
SUBTOTAL					\$ 923,135.00	\$ -	\$ -
FLOOD AND DRAINAGE							
13	DITCH BLOCKS	10	EA	\$ 100.00	\$ 1,000.00		
14	PERFORMANCE TURF, SOD	8,250	SY	\$ 2.50	\$ 20,625.00		
15	POND EXCAVATION	47,000	CY	\$ 3.00	\$ 141,000.00		
16	RELOCATE DITCH	1	LS	\$ 50,000.00	\$ 50,000.00		
SUBTOTAL					\$ 212,625.00	\$ -	\$ -
SEWER LINES (LINES AND LIFT STATIONS)							
17	AIR RELEASE VALVE (SEWER)	2	EA	\$ 2,100.00	\$ 4,200.00		
18	SEWER SERVICE CONNECTIONS	6	EA	\$ 3,500.00	\$ 21,000.00		
19	SANITARY SEWER FORCE MAIN CLEANOUT	6	EA	\$ 100.00	\$ 600.00		
20	4' DIA. SAN. SEWER MANHOLE	6	EA	\$ 3,000.00	\$ 18,000.00		
21	8" GRAVITY PVC SAN. SEWER MAIN	1,300	LF	\$ 70.00	\$ 91,000.00		
SUBTOTAL					\$ 134,800.00	\$ -	\$ -
WATER LINES/UTILITIES							
22	CABLE PULL BOX	4	EA	\$ 500.00		\$ 2,000.00	
23	TELEPHONE PULL BOX	4	EA	\$ 500.00		\$ 2,000.00	
24	ELECTRICAL PULL BOX	2	EA	\$ 500.00		\$ 1,000.00	
32	ELECTRICAL CONDUIT (4")	2,000	LF	\$ 5.00		\$ 10,000.00	
33	COMMUNICATIONS CONDUIT (2")	3,000	LF	\$ 5.00		\$ 15,000.00	
34	8X8" TAPPING SLEEVE AND VALVE (WATER)	1	EA	\$ 7,500.00	\$ 7,500.00		
35	8" PVC POTABLE WATER MAIN	1,900	LF	\$ 32.30	\$ 61,370.00		
36	8" GATE VALVE	5	EA	\$ 2,500.00	\$ 12,500.00		
37	12" JACK AND BORE W/ 8" CARRIER PIPE	100	LF	\$ 319.00	\$ 31,900.00		
38	FIRE HYDRANT ASSEMBLY	4	EA	\$ 3,500.00	\$ 14,000.00		
39	AIR RELEASE VALVE (POTABLE WATER)	1	EA	\$ 2,170.00	\$ 2,170.00		
SUBTOTAL					\$ 129,440.00	\$ 30,000.00	\$ -
MISCELLANEOUS							
40	DESIGN FEE	1	LS	\$ 98,000.00			\$ 98,000.00
48	GEOTECHNICAL	1	LS	\$ 13,000.00			\$ 13,000.00
49	PERMITTING FEE	1	EA	\$ 1,000.00			\$ 1,000.00
50	CONSTRUCTION PHASE SERVICES	1	LS	\$ 65,800.00	\$ 30,000.00		\$ 35,800.00
51	SURVEY AND WETLAND FLAGGING	1	LS	\$ 15,000.00		\$ 15,000.00	
SUBTOTAL					\$ 30,000.00	\$ 15,000.00	\$ 147,800.00
TOTAL					\$ 1,430,000.00	\$ 45,000.00	\$ 147,800.00



LEGEND:

- CDBG GRANT LIMITS
- SWMF
- PHASE I PROPERTY LINE
- OVERALL PROPERTY



	PREBLE-RISH	Project No.: 585.001	2
	Date: 10/6/16	Designed: BDD/A.O.A.	Sheet No.:
187 East Walnut Street Monticello, Florida 32344 850.354.5215 <small>AYODEJI AJOSE-ADIGUN, P.E. 65524 850-354-5181</small>		Drawn: BDD	Checked: A.O.A.
Seal:			
PHASE I LAYOUT LLOYD CROSSING PUD ESHDEN COMPANY ARUN KUNDRA JEFFERSON COUNTY, FLORIDA			