Board of County Commissioners
Gadsden County, Florida

AGENDA

Regular Public Meeting
December 3, 2013
6:00 p.m.

Invocation, Pledge of Allegiance and Roll Call

Invocation
Pledge of Allegiance

Amendments and Approval of Agenda

Awards, Presentations and Appearances

1. Pat Thomas Insurance Presentation
(John Pat Thomas, Vice President)

Clerk of Courts

2. County Finance and County Clerk Issues
(Nicholas Thomas, Clerk of the Courts)

Consent

3. Approval of Minutes

4. Ratification of Approval to Pay County Bills

5. Approval of Proclamation Declaring The Month of November "Pancreatic Cancer Awareness Month" in Gadsden County
(Robert Presnell, County Administrator)

6. Approval of Resolution Honoring the 100th Anniversary of the Gadsden County Courthouse
(Robert Presnell, County Administrator)

7. Approval to Accept the FY 2013 Preliminary 4th Quarter Report
(Robert Presnell, County Administrator /Jeff A. Price, Senior Management & Budget Analyst)

8. Approval to Accept the FY 2014/15 Proposed Budget Calendar
(Robert Presnell, County Administrator / Jeff A. Price, Senior Management & Budget Analyst)

9. Approval of 2014 County Commission Meeting Calendar
(Robert Presnell, County Administrator)

10. Approval of Contractual Agreement Between Centurylink and Gadsden County
(Morris Young, Sheriff / Maurice Peddie, E911 Coordinator)

Items Pulled for Discussion

Citizens Requesting to be Heard on Non-Agenda Items (3 minute limit)

Public Hearings

General Business

11. Somos Uno, Inc. v. City of Midway and Gadsden County / High Bluff Court Quitclaim Deed to City of Midway
(Deborah Minnis, County Attorney / David Weiss, Assistant County Attorney / Robert Presnell, County Administrator)

12. Community Organizations – Budget Procedures for Requesting Funding
(Robert Presnell, County Administrator / Jeff A. Price, Senior Management & Budget Analyst)

13. Gadsden County Development Council Support Services Contract
(Robert M. Presnell, County Administrator / David Gardner, Executive Director, Gadsden County Chamber of Commerce)

14. Discussion of County Commissioners' Travel Policy
(Robert Presnell, County Administrator / Arthur Lawson, Sr., Assistant County Administrator)

15. Approval of Contract With Capital City Bank to Purchase a New EMS Facility
(Robert Presnell, County Administrator / Tommy Baker, EMS Director)

16. Amendment of Chapter 66, Article II, Housing Initiatives Partnership (SHIP) by Adoption of Ordinance 2013-009
(Robert Presnell, County Administrator / Allara Mills Gutcher, Director of Planning and Community Development / Phyllis R. Moore, SHIP Administrator)

17. Appointment of Members to the Gadsden County Community Development Advisory Committee (CDAC) & Adoption of Resolution 2013-031
(Robert Presnell, County Administrator / Allara Mills Gutcher, Director of Planning and Community Development / Phyllis Moore, SHIP Administrator)

18. Approval of Community Development Block Grant (CDBG) Contract Modification #1 with the Florida Department of Economic Opportunity (DEO) – Canty Lane Disaster Recovery
(Robert Presnell, County Administrator / Phyllis Moore, SHIP Administrator / Justin Ford, Preble-Rish, Inc.)

County Administrator

19. Update on Board Requests

County Attorney

20. Update on Various Legal Issues
(Deborah Minnis, County Attorney)

Discussion Items by Commissioners

21. Report and Discussion on Public Issues and Concerns Pertaining to Commission Districts and Gadsden County:

Commissioner Taylor, District 5

Commissioner Morgan, District 3

Commissioner Croley, District 2

Commissioner Holt, Vice Chairman, District 4

Commissioner Hinson, Chairman, District 1

Motion to Adjourn

Receipt and File

21.

A. November 5, 2013 letter from Florida Department of Revenue (Maximum Millage Levy Calculation Final Disclosure)

B. November 5, 2013 Letter from Florida Department of Revenue (TRIM Certification)

C. Clerk's Statement of Revenues, Expenditures & Changes in Fund Balance – Budget & Actual (FYE 09/30/13)

D. July 2013 to September 2013 Electronic Report From the Clerks of Court Operations Corporation

December Meeting(s)

- December 17, 2013, Regular Meeting, 6:00 p.m.

PROCLAMATION

Declaring the month of November "Pancreatic Cancer Awareness Month" in Gadsden County.

WHEREAS in 2013, an estimated 45,220 people will be diagnosed with pancreatic cancer in the United States and 38,460 will die from the disease; and

WHEREAS pancreatic cancer is one of the deadliest cancers, is the fourth leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just six percent; and

WHEREAS when symptoms of pancreatic cancer present themselves, it is late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS approximately 2,770 deaths will occur in Florida in 2013; and

WHEREAS the incidence and death rate for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer death in the U.S. by 2020; and

WHEREAS the U.S. Congress passed the *Recalcitrant Cancer Research Act* last year, which calls on the National Cancer Institute to develop a scientific frameworks, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Gadsden County and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Gadsden County support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS the good health and well-being of the residents of Gadsden County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, BE IT PROCLAIMED, that the County Commissioners of Gadsden County designate the month of November 2013 as "Pancreatic Cancer Awareness Month" in Gadsden County.

AND BE IT FURTHER PROCLAIMED that a copy of this Proclamation be kept in the records of the Gadsden County Board of County Commissioners.

GREAT SEAL OF GADSDEN COUNTY FLORIDA
IN GOD WE TRUST

GADSDEN COUNTY
BOARD OF COUNTY COMMISSIONERS

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Eric F. Hinson, Chairperson

Laurel Bradley

Subject: FW: Resending - Proclamation Request - November is Pancreatic Cancer Awareness Month
Attachments: 2013 Gadsen County Proclamation.docx

Importance: High

From: Marian Palma Cardona [mailto:mariancardona@cfl.rr.com]
Sent: Monday, November 11, 2013 10:18 AM
To: Douglas Croley; Eric Hinson; bholt_285@hotmail.com; Gene Morgan; Stacey Hannigon
Subject: Resending - Proclamation Request - November is Pancreatic Cancer Awareness Month
Importance: High

As I have in prior years, I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 38,460 Americans who will die of pancreatic cancer in 2013, approximately 2,770 of whom live in Florida. In 2013, pancreatic cancer will afflict more than 45,220 Americans, 73% of whom will die within one year of their diagnosis, and 94% of whom will die within five years. Our goal is to spread awareness throughout the State of Florida. It is important to get each county involved in raising awareness which will, in turn, raise funds, lead to more scientific breakthroughs and finally, treatments and a cure.

My husband, Danny, died of pancreatic cancer in 2002, within 3 months of being diagnosed. The statistics have not changed since his death, or for that matter, in the last 40 years. I am volunteering for this cause as I do not want other families to go through what my family had to endure. We fight to ensure that a diagnosis of pancreatic cancer will no longer be a death sentence.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just six percent. Furthermore, there has been little improvement in the survival rates over the last forty years. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance of November 2013 as Pancreatic Cancer Awareness Month in your County, you can help us to raise awareness in your community.

I have attached a draft of the proclamation text for your review. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and National Cancer Institute (NCI) funding information, upon request.

Ideally, the proclamation can be issued in November. I realize your meetings are scheduled far in advanced and are likely already booked for November. I apologize for my late request. If it will simplify matters, please mail the proclamation to:

Mrs. Marian Palma Cardona
4250 Waterside Point Circle
Orlando, FL 32829

Please contact me at 407-286-6114 or mcardona@pancanvolunteer.org with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness

Month and bring much needed attention to this deadly disease. Thank you in advance for your time and consideration regarding this important issue.

Marian Palma Cardona
mcardona@pancanvolunteer.org
Pancreatic Cancer Action Network
Central Florida Affiliate
Education & Outreach Coordinator

Enclosure:
Draft Proclamation

PROCLAMATION

WHEREAS, Gadsden County, Florida's fifth county, was formed in 1823 and once ran from Georgia to the Gulf of Mexico; and

WHEREAS, the County was named for James Gadsden of South Carolina, who served as Andrew Jackson's aide-de-camp in Florida in 1818; and

WHEREAS, the historic City of Quincy, named for John Quincy Adams, was established in 1828, and serves as the county seat; and

WHEREAS, the first of three courthouses to be located in the Quincy public square was erected in 1826-27, was constructed of logs at a cost of about $50 and burned in a fire in 1849; and

WHEREAS, a brick courthouse, similar to, but smaller than the one in current use, was erected in 1850-51; and the present courthouse was erected in 1912-13; and

WHEREAS, the Courthouse - as it exists today – is the result of the creative and hard work of Hentz & Reid Architects of Atlanta, Georgia; Builder J.A. Apperson of Atlanta, Georgia; and local resident L.W. Cooper who served as the Superintendent of Construction.

NOW, THEREFORE, BE IT RESOLVED THAT THE GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS hereby commemorates the historic occasion of the 100th Anniversary of the construction of the Gadsden County Courthouse and proclaims Friday, December 6, 2013 as the ***Gadsden County Courthouse Centennial Celebration Day***.

ADOPTED in Regular Session this 3rd day of December, 2013, A.D.

BOARD OF COUNTY COMMISSIONERS
GADSDEN COUNTY, FLORIDA

Attest:

_____
Nicholas Thomas
Clerk of Circuit Court

_____
Commissioner Eric F. Hinson
Chairman, District 1

_____
Commissioner Brenda Holt
Vice-Chairman, District 4

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Commissioner Douglas Croley
District 2

_____
Commissioner Gene Morgan
District 3

_____
Commissioner Sherrie Taylor
District 5

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 20, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Jeff A. Price, Senior Management & Budget Analyst

Subject: Approval to Accept the FY 2013 Preliminary 4th Quarter Report

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Statement of Issue:

This item seeks Board approval to accept the Preliminary 4th Quarter Report for FY 2013.

Background:

In April of 2006 the Board adopted a comprehensive financial management policy. Section 3.03 – Budget Management and Amendment Policy states the following: "…Finally, consistent with the spirit of this policy, the Board shall require the County Administrator or his designated budget officer to develop during FY 2007 and thereafter regularly submit quarterly (three month) budget status reports to the Board. These reports shall include:

1. The status of major revenue collections and/or projections.
2. The status of actual departmental expenditures in comparison with budgeted expenditures.
3. Notification of special issues that could possibly affect the current or future financial status of the Board."

Analysis:

In summation, operating departments under the jurisdiction of the County Administrator have expended approximately 85% (versus the County's established benchmark of 100%) of their allotted budgets through the fourth quarter of the fiscal year. This year several numbers were adjusted due to unusual situations such as the refinancing of two (2) debts and the combining of the two (2) Library funds. **This report is preliminary due to the fact that the final close out budget amendments and any Finance Department or Auditor's adjustments have not been posted.**

Options:

1. Approve Acceptance of the FY 2013 Preliminary 4th Quarter Report
2. Board Direction

County Administrator's Recommendation:

Option #1

Attachments:

FY 2013 Preliminary 4th Quarter Report

GADSDEN COUNTY

FY 2013 Quarterly Report

4th Quarter

October 1, 2012 thru September 30, 2013

Prepared By:

Jeffrey A. Price
Senior Management & Budget Analyst

4th Quarter FY 2013
Departmental Expenditure Analysis

Dept. Title	Dept. #	FY 2013 Budget	Year to date Expenses	% of FY 2013 Budget	100% Remaining Balance
Board of County Commissioners					
Animal Control	0238	$ 160,762	$ 144,879	90%	$ 15,883
Building Inspection	1215	285,138	268,873	94%	16,265
Code Enforcement	0048	129,444	123,967	96%	5,477
County Adminstrator	0235	265,098	257,264	97%	7,834
County Attorney	0003	215,000	127,683	59%	87,317
County Commissioners	0001	415,231	411,704	99%	3,527
County Extension Services	0061	240,127	228,525	95%	11,602
County Probation	0118	249,916	244,290	98%	5,626
Emergency Ambulance	0144	2,065,225	2,060,934	100%	4,291
EMS Billing and Administration	0145	205,513	204,897	100%	616
Facilities - County Buildings	0031	707,599	462,530	65%	245,069
Facilities - Custodial Services	0034	236,743	226,070	95%	10,673
Facilities - Jail Maintenance	0032	67,800	65,285	96%	2,515
Fire Control	0105	956,842	869,031	91%	87,811
Landfill Monitoring	0218	11,500	0	0%	11,500
Grants Administrator	0029	138,035	121,989	88%	16,046
Information Technology	0030	386,051	376,001	97%	10,050
Library Services - Administration	1218	977,260	492,013	50%	485,247
Library Services - Chattahoochee	1223	99,888	95,180	95%	4,708
Library Services - Havana	1222	127,240	121,979	96%	5,261
Library Services - Quincy	1221	108,272	106,846	99%	1,426
Budget Office	0234	101,176	94,742	94%	6,434
Purchasing/Human Resources	0016	355,200	334,196	94%	21,004
Parks and Recreation	0101	274,200	195,287	71%	78,913
Planning & Zoning	0059	418,953	382,349	91%	36,604
PW Mosquito Control	0221	85,153	74,715	88%	10,438
PW Paved Road & ROW Maintenance	0126	3,643,223	2,874,038	79%	769,185
PW Roads & Bridges	0112	666,393	626,086	94%	40,307
Tourist Development	0020	145,875	54,745	38%	91,130
Hospital Maintenance	0050	237,301	213,706	90%	23,595
Vehicle Maintenance (PW)	0128	612,120	580,657	95%	31,463
Fuel Mgnt System	0058	75,000	68,636	92%	6,364
Veteran's Services	0057	156,377	154,338	99%	2,039
BOCC Sub-total		**$ 14,819,655**	**$ 12,663,435**	**85%**	**$ 2,156,220**

Constitutional Officers					
Clerk Court- Board Finance	0009	$ 464,724	$ 464,724	100%	$ -
Clerk Court - Information Systems	0756	184,208	184,208	100%	
Property Appraiser	0005	729,379	709,556	97%	19,823
Sheriff - Detention & Corrections	0116	2,550,788	2,541,188	100%	9,600
Sheriff - Law Enforcement	0115	4,392,002	4,391,927	100%	75
Supervisor - Holding Elections	0137	149,400	147,978	99%	1,422
Supervisor - Canvassing Board Exp.	0138	427	1,775	416%	(1,348)
Supervisor of Elections	0135	378,135	378,208	100%	(73)
Tax Collector	0007	544,193	536,395	99%	7,798
Constitutional Officers Sub-total		**$ 9,393,256**	**$ 9,355,959**	**100%**	**$ 37,297**

4th Quarter FY 2013
Departmental Expenditure Analysis

Dept. Title	Dept. #	FY 2013 Budget	Year to date Expenses	% of FY 2013 Budget	100% Remaining Balance
Judicial					
Courts - Circuit Court Judge	1496	$ 44,050	$ 43,657	99%	$ 393
Courts - Circuit Court Liasion	1484	4,278	0	0%	4,278
Courts - Circuit Court Reporters	1497	2,585	1,631	63%	954
Courts - County Court Judge	1490	3,150	1,884	60%	1,266
Courts - Court Administration Expenses	1491	5,160	4,602	89%	558
Courts - Integrated Technology Program	1492	8,307	8,023	97%	284
Courts - Juvenile Alternative Sanctions Co.	1493	15,755	15,676	99%	79
Courts - Law Library	1494	2,000	0	0%	2,000
Courts - Legal Aid	1486	23,000	11,910	52%	11,090
Courts - Trial Court Marshal	1485	4,055	3,379	83%	676
Courts - User Support Analyst	1495	24,487	24,087	98%	400
Courts - Witness Mgnt	1487	9,200	7,300	79%	1,900
Courts - Guardian Ad Litem	1489	16,750	12,456	74%	4,294
Public Defender	1498	46,000	41,685	91%	4,315
State Attorney	1499	40,350	35,156	87%	5,194
Judicial Sub-total		**$ 249,127**	**$ 211,446**	85%	**$ 37,681**
Non-Operating					
Boys and Girls Club	0088	$ 150,000	$ 150,000	100%	$ -
Developmental Disabilities	0086	9,800	3,350	34%	6,450
Gadsden Cty Chamber of Com.	0024	64,020	64,020	100%	
Human Service - Apa. Mental Health	0087	136,000	136,000	100%	
Human Service - Health Department	0400	57,530	57,131	99%	399
Human Service - Indigent Hosp. Service	0085	118,700	33,433	28%	85,267
Human Service - Art Ctr and N. Fl. Legal	0077	53,157	29,443	55%	23,714
Human Service - Pauper Burials	0091	1,980	1,775	90%	205
County Heealth Dept	0073	3,000	2,891	96%	109
Human Service - Welfare-Medicaid	0075	711,247	577,994	81%	133,253
Human Service - Emergency Housing Rp	0047	24,250	19,400	80%	4,850
Line Item - Apa. Reg. Planning Council	0027	5,000	5,000	100%	
Line Item - Gadsden County Sr. Citizens	0093	49,431	49,359	100%	72
Line Item - Medical Examiner	0023	114,000	98,607	86%	15,393
Other Programs - County Auditing	0002	134,000	134,000	100%	
Other Programs - Courthouse Facilities	0521	496,311	251,400	51%	244,911
Other Programs - Courthouse Security	0525	44,000	43,272	98%	728
Other Programs - Forestry Assessment	0065	3,000	3,000	100%	
Other Programs - Soil & Wtr. Cons.	0063	45,909	35,457	77%	10,452
Hospital Endowment	9661	112,100	100,472	90%	11,628
Non-Operating Sub-total		**$ 2,333,435**	**$ 1,796,004**	77%	**$ 537,431**
Other:					
Other - Reserve for Contingency ($25,067)	8001		-		
Other - Interfund Transfer	9001	9,610,045	9,377,973	98%	232,072
Other - Fund 140 - Interfund Transfer	9140	1,601,000	1,288,375	80%	312,625
Other Sub-total		**$ 11,211,045**	**$ 10,008,991**	89%	**$ 544,697**
Sub-totals		**38,006,518**	**34,035,835**	90%	**3,313,326**

4th Quarter FY 2013
Departmental Expenditure Analysis

Dept. Title	Dept. #	FY 2013 Budget	Year to date Expenses	% of FY 2013 Budget	100% Remaining Balance
Grants:					
Various		1,760,895	1,274,409	72%	486,486
Grants Sub-total		**$ 1,760,895**	**$ 1,274,409**	**72%**	**$ 486,486**
Debt Service:					
Hospital	203	10,190,651	10,125,963	99%	64,688
Library	207	1,009,521	228,016	23%	781,505
Public Works	212	4,881,248	5,229,474	107%	(348,226)
IT Equipment	213	273,250	273,250	100%	
Debt Service Sub-total		**$ 16,354,670**	**$ 15,856,703**	**97%**	**$ 497,967**
Capital Projects:					
Various		8,783,174	2,047,969	23%	6,735,205
Capital Projects Sub-total		**$ 8,783,174**	**$ 2,047,969**	**23%**	**$ 6,735,205**
Total		**$ 64,905,257**	**$ 53,214,916**	**82%**	**$ 11,032,984**

4th Quarter FY 2013 Major Operating Fund Analysis

Major Operating Funds	Fund #	FY 2013 Budget A	Year to date Revenue B	% of Budget vs Revenue B div. A	Year to date Expenses C	% of Budget vs Expenses C div. A
General Fund	001	$ 17,325,707	$ 16,643,571	**96%**	15,540,344	**90%**
Court Facilities Fund	005	540,311	299,589	**55%**	294,672	**55%**
Fire Assessment Fund	105	956,842	1,063,264	**111%**	868,931	**91%**
County Transportation Fund	112	4,921,736	3,736,751	**76%**	4,080,781	**83%**
Landfill & Arthropod Fund	113	85,153	86,068	**101%**	74,715	**88%**
Judicial Services Fund	114	249,127	251,281	**101%**	211,446	**85%**
Fine & Forfeiture Fund	115	6,942,790	6,617,627	**95%**	6,933,115	**100%**
Library Services - State Fund	118	1,312,660	1,468,042	**112%**	816,018	**62%**
Tourist Development Fund	120	145,875	109,044	**75%**	54,745	**38%**
Building Inspection Fund	125	285,138	286,883	**101%**	268,873	**94%**
Property Appraiser	128	729,379	734,119	**101%**	709,556	**97%**
Supervisor of Elections	135	527,962	527,962	**100%**	527,961	**100%**
Indigent Ordinance Surtax	140	1,601,000	1,767,669	**110%**	1,288,375	**80%**
Emergency Medical Services Fund	142	2,270,738	3,761,406	**166%**	2,265,831	**100%**
Hospital Endowment Fund	661	112,100	566,100	**505%**	100,472	**90%**
Sub-totals		$ 38,006,518	$ 37,919,376	**100%**	34,035,835	**90%**
Grants		1,760,895	1,407,105	**80%**	1,274,409	**72%**
Debt Service		16,354,670	15,790,770	**97%**	15,856,703	**97%**
Capital Projects		8,783,174	1,394,776	**16%**	2,047,978	**23%**
Totals		$ 64,905,257	$ 56,512,027	87%	$ 53,214,925	82%

Historical Top Twelve Major Revenue Sources Analysis

4th Quarter FY13

Fund	Revenue Source	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual
001	Ad Valorem (3111000)	$ 11,817,272	$ 11,854,908	$ 11,492,601	$ 11,233,726	$ 11,185,937
001	State Revenue Sharing (3351200)	713,270	735,283	722,739	697,499	697,457
001	Local Gov. Emergency 1/2 Cent Sales Tax Distribution (3351820)	1,452,657	1,387,098	1,360,704	1,376,478	1,537,160
207	1/2 Cent Sales Tax (3351800)	1,180,698	1,075,624	1,101,693	1,029,515	1,130,317
001	Fiscally Constrained Distrib. 1/2 Cent Sales Tax (3351802)	745,205	710,842	711,682	613,591	621,571
001	Fiscally Constrained Distrib. Amendment 1 (3351803)	496,287	1,209,007	1,257,903	1,321,673	1,247,354
112	Tier II and III Diesel (3123001)	1,164,526	1,001,899	984,998	834,172	800,528
112	1 to 6 Cent Local Option Gas Tax (3124101)	1,432,207	1,407,177	1,337,582	1,268,598	1,232,722
212	Constitutional 2 Cent per Gallon Fuel Tax (3354903)	1,193,050	1,121,593	1,086,854	1,062,283	1,010,395
112	County Gas Tax (3354902)	516,813	489,550	474,437	459,808	446,005
140	Indigent Ordinance Surtax (3126003)	0	580,853	1,366,801	1,417,833	1,509,669
105 & 112	Small County Surtax (3126001)	2,109,621	2,069,553	2,228,009	1,870,491	2,075,048
	Total Major Revenue Sources	**$22,821,606**	**$23,643,387**	**$24,126,003**	**$23,185,667**	**$23,494,163**

*As of November 12, 2013

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 20, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Jeff A. Price, Senior Management & Budget Analyst

Subject: Approval to Accept the FY 2014/15 Proposed Budget Calendar

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Statement of Issue:

This item seeks acceptance of the proposed budget calendar for FY 2014/15.

Background:

Each year the Budget Office prepares a budget calendar for the upcoming budget year. The proposed calendar outlines various deadlines for management and staff to adhere to in order to complete the required budget in a timely manner.

Analysis:

This year the Budget Office has proposed 3 public budget workshops; one in the months May, July and August. This calendar includes, in green, the timeline for the Community Organization to request funding. Also, there are several tentative dates, in red, that are too early to confirm. Once the Budget Office is able to confirm, the Board will be notified.

Options:

1. Approve Acceptance of the FY 2014/15 proposed budget calendar
2. Do not approve the FY 2014/15 proposed budget calendar.
3. Board Direction

County Administrator's Recommendation:

Option #1

Attachments:

FY 2014/15 Proposed Budget Calendar

GADSDEN COUNTY

FY 2014-15 BUDGET CALENDAR

March 19	Budget Office	Distribution of Budget Preparation Package
March 20 – April 11	Departments	Prepare FY2014-15 Budget Request; Due April 11th by 5:00pm
April 1	Non-Profits	Request application available
April 11 – April 27	Cty Admin/Budget	Prepare Preliminary Recommended Budget and Decision Packages for County Administrator/Department Directors for Proposed Budget Meetings
April 30	Budget Office	Preliminary Revenue estimates FY 2014-15
April 28 - May 2	Cty Admin/Directors	Dept Mtgs to formulate Proposed Budget Decisions with County Administrator
May 1	Non-profits	Request applications due to OMB
May 16	Budget Office	Run ad for budget workshop in papers May 22
May 1 – May 28	Budget Office	OMB to review applications and make recommendation
May 29 @ 4PM	Commissioners/staff	1st Budget Workshop
May 29	Commissioners/staff	County Administrator presents non-profits recommendations; Board discuss
June 1	Property Appraiser	Preliminary Tax Roll Data
June 1	Constitutional Officers	Budget requests due to the BOCC (Tax Collector's budget due August 1.)
June 16	Budget Office	Load FY2014-15 personnel costs based on FY 2013-14 authorized positions
June 1 – July 1	Cty Admin/Budget	Prepare Recommended Budget
July 1	Property Appraiser	Certifies Tax Roll
July 2	Budget Office	TRIM Agenda item for July 15th meeting DUE
July 11	Budget Office	Run ad for budget workshop in papers July 17
July 15	Commissioners	Commissioner's Adoption of Preliminary TRIM Rates
July 21	County Administrator	FY 2014-15 Recommended Budget presented to BOCC adjusted to reflect Certified Tax Roll
July 24 @ 4PM	Commissioners/staff	2nd - Budget Workshop
August 2	Budget Office	Statutory deadline to notify Property Appraiser of prior year Millage Rates, current year proposed Millage Rates, rolled- back rate and the Date, Time and Place of the First Public Hearing to Adopt the Budget DR420's completed
August 8	Budget Office	Run ad for budget workshop in papers August 14
August 21 @ 4PM	Commissioners/staff	3rd Budget Workshop
August 21	Property Appraiser	Last Day to Mail TRIM Notices
August 27	Budget Office	TRIM Agenda item for Sept 9th meeting DUE
September 9	Budget Office	TRIM Agenda item for Sept 22rd meeting DUE
September 9 @ 6PM (Tentative)	Commissioners/staff	Statutory 1st Public Hearing – Adopt Tentative Budget and Millage Rates Set final Public Hearing Date, Time and Place
September 12	Budget Office	Run ad for 2nd public hearing in papers September 18
September 18	Budget Office	Advertise Final Budget and Millage Hearing
September 22 @ 6PM (Tentative)	Commissioners/staff	Final Public Hearing to Adopt the FY 2014-15 Millage Rates and Budget
September 25	Budget Office	Certified Copy of Adopted Millage Resolution to Property Appraiser, Tax Collector, Dept of Revenue and the Clerk w/return receipt
September 27	Budget/Finance	Upload Adopted FY 2015 Budget into Finance System
Typically after VAB	Property Appraiser	Issue Certification of Final Taxable Value (DR 422's)
Within 3 days receipt of Final Taxable Value	Budget Office	Complete Certification of Final Taxable Value and Return to Property Appraiser
October 7&8 @1 PM	VAB (Tentative)	VAB meetings tentative
October 20	Budget Office	Within 30 Days of Adopting Final Budget Certify to the Department of Revenue compliance with TRIM (F.S. Chapter 200)
November 1-25	Budget Office	Staff review and preparations of Prior Year-End Budget adjustments (Final FY14 Clean-up)

Fy15 budget/Fy14/15 budget calendar

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 14, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator

Subject: Approval of the 2014 County Commission Meeting Calendar

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Statement of Issue:

This agenda item seeks Board approval of the 2014 County Commission Meeting Calendar.

Background:

Section 2-42 (f) of the Code of Ordinances for BOCC Regular Meetings states: *Regular Meetings* – Shall be the first and third Tuesday of each month and notice shall be published in all three newspapers in Gadsden County. Emergency meetings and special meetings shall be noticed as provided by Florida Statutes and posted in all city halls.

Analysis:

The attached meeting calendar includes dates for all regular meetings, special meetings, budget workshops, and budget public hearings.

Options:

1. Approve the 2014 County Commission Meeting Calendar.

2. Board Direction.

County Administrator's Recommendation:

Option 1

Attachments:

Proposed 2014 County Commission Meeting Calendar

January 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 ***NEW YEAR'S DAY***	2	3	4
5	6	7 ***6 p.m. Regular Mtg.***	8 ***1/21 Agenda Items Due By Noon*** **1:30 Staff Meeting**	9	10 ***1/21 Agenda Ad out***	11
12	13	14	15	16	17	18
19	20 ***MARTIN LUTHER KING DAY***	21 ***6 p.m. Regular Mtg.***	22 ***2/4 Agenda Items Due By Noon*** **1:30 Staff Meeting**	23	24 ***2/4 Agenda Ad out***	25
26	27	28	29	30	31	

February 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 **6 p.m. Regular Mtg.**	5 **2/18 Agenda Items Due By Noon** **1:30 Staff Meeting**	6	7 **2/18 Agenda Ad out**	8
9	10	11	12	13	14	15
16	17	18 **6 p.m. Regular Mtg.**	19 **3/4 Agenda Items Due By Noon** **1:30 Staff Meeting**	20	21 **3/4 Agenda Ad out**	22
23	24	25	26	27	28	

March 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 ***6 p.m. Regular Mtg.***	5 ***3/18 Agenda Items Due By Noon*** **1:30 Staff Meeting**	6	7 ***3/18 Agenda Ad out***	8
9	10	11	12	13	14	15
16	17	18 ***6 p.m. Regular Mtg.***	19 ***4/1 Agenda Items Due By Noon*** **1:30 Staff Meeting**	20	21 ***4/1 Agenda Ad out***	22
23	24	25	26	27	28	29
30	31					

April 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 **6 p.m. Regular Mtg.**	2 **4/15 Agenda Items Due By Noon** **1:30 Staff Meeting**	3	4 **4/15 Agenda Ad out**	5
6	7	8	9	10	11	12
13	14	15 **6 p.m. Regular Mtg.**	16 **1:30 Staff Meeting**	17	18 **GOOD FRIDAY**	19
20	21	22	23 **5/6 Agenda Items Due By Noon**	24	25 **5/6 Agenda Ad out**	26
27	28	29	30			

May 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 **6 p.m. Regular Mtg.**	7 **5/20 Agenda Items Due By Noon** **1:30 Staff Meeting**	8	9 **5/20 Agenda Ad out**	10
11	12	13	14	15	16	17
18	19	20 **6 p.m. Regular Mtg.**	21 **6/3 Agenda Items Due By Noon** **1:30 Staff Meeting**	22	23 **6/3 Agenda Ad out**	24
25	26 **MEMORIAL DAY**	27	28	29 **Budget Workshop 4:00 p.m.**	30	31

June 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	*2*	*3* ***6 p.m. Regular Mtg.***	*4* **1:30 Staff Meeting**	*5*	*6*	*7*
8	*9*	*10*	*11*	*12*	*13*	*14*
15	*16*	*17* ***~~6 p.m. Regular Mtg. CANCEL~~***	*18* ***7/1 Agenda Items Due By Noon***	*19*	*20* ***7/1 Agenda Ad out***	*21*
22	*23*	*24*	*25*	*26*	*27*	*28*
29	*30*					

FAC ANNUAL CONFERENCE

July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 **6 p.m. Regular Mtg.**	2 **7/15 Agenda Items Due By Noon** **1:30 Staff Meeting**	3 **7/15 Agenda Ad out**	4 **INDEPENDENCE DAY**	5
6	7	8	9	10	11 NACO ANNUAL CONFERENCE	12 NACO ANNUAL CONFERENCE
13 NACO ANNUAL CONFERENCE	14 NACO ANNUAL CONFERENCE	15 **6 p.m. Regular Mtg.**	16 **1:30 Staff Meeting**	17	18	19
20	21	22	23 **8/5 Agenda Items Due By Noon**	24 **Budget Workshop 4:00 p.m.**	25 **8/5 Agenda Ad out**	26
27	28	29	30	31		

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 **6 p.m. Regular Mtg.**	6 **8/19 Agenda Items Due By Noon** **1:30 Staff Meeting**	7	8 **8/19 Agenda Ad out**	9
10	11	12	13	14	15	16
17	18	19 **6 p.m. Regular Mtg.**	20 **9/2 Agenda Items Due By Noon** **1:30 Staff Meeting**	21 **Budget Workshop 4:00 p.m.**	22 **9/2 Agenda Ad out**	23
24	25	26	27	28	29	30
31						

September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 ***LABOR DAY***	*2* ***6 p.m. Regular Mtg.***	*3* ***9/16 Agenda Items Due By Noon*** **1:30 Staff Meeting**	*4*	*5* ***9/16 Agenda Ad out***	*6*
7	*8*	*9* **1st Budget Hearing 6:00 p.m. (Tentative)**	*10*	*11*	*12*	*13*
14	*15*	*16* ***6 p.m. Regular Mtg.***	*17* **1:30 Staff Meeting**	*18*	*19*	*20*
21	*22* **Final Budget Hearing 6:00 p.m. (Tentative)**	*23*	*24* ***10/7 Agenda Items Due By Noon***	*25*	*26* ***10/7 Agenda Ad out***	*27*
28	*29*	*30*				

October 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	*2*	*3*	*4*
5	*6* ***VAB Meeting*** ***9:00 a.m.*** ***(Tentative)***	*7* ***6 p.m. Regular Mtg.*** ***VAB Meeting*** ***9:00 a.m.*** ***(Tentative)***	*8* ***10/21 Agenda Items Due By Noon*** **1:30 Staff Meeting**	*9*	*10* ***10/21 Agenda Ad out***	*11*
12	*13*	*14*	*15*	*16*	*17*	*18*
19	*20*	*21* ***6 p.m. Regular Mtg.***	*22* ***11/4 Agenda Items Due By Noon*** **1:30 Staff Meeting**	*23*	*24* ***11/4 Agenda Ad out***	*25*
26	*27*	*28*	*29*	*30*	*31*	

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 **6 p.m. Regular Mtg.**	5 **11/18 Agenda Items Due By Noon** **1:30 Staff Meeting**	6	7 **11/18 Agenda Ad out**	8
9	10	11 **VETERAN'S DAY**	12	13	14	15
16	17	18 **6 p.m. Regular Mtg.**	19 **12/2 Agenda Items Due By Noon** **1:30 Staff Meeting**	20	21 **12/2 Agenda Ad out**	22
23	24	25	26	27 **THANKSGIVING DAY**	28 **DAY AFTER THANKSGIVING**	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	*2* ***6 p.m. Regular Mtg.***	*3* ***12/16 Agenda Items Due By Noon*** **1:30 Staff Meeting**	*4*	*5* ***12/16 Agenda Ad out***	*6*
7	*8*	*9*	*10*	*11*	*12*	*13*
14	*15*	*16* ***6 p.m. Regular Mtg.***	*17* **1:30 Staff Meeting**	*18*	*19* ***1/6 Agenda Items Due By Noon***	*20*
21	*22*	*23*	*24* ***CHRISTMAS EVE***	*25* ***CHRISTMAS DAY***	*26* ***1/6 Agenda Ad out***	*27*
28	*29*	*30*	*31*			

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 13, 2013

To: Honorable Chairperson and Members of the Board

From: Morris Young, Sheriff
Maurice Peddie, E911 Coordinator

Subject: Approval of Contractual Agreement between CenturyLink and Gadsden County

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Statement of Issue:

The agenda item seeks Board approval of a contractual agreement between CenturyLink and the Gadsden County Board of County Commissioners.

Background:

This is an ongoing contract renewed yearly and funded by grant funds for the E911 system; this contract covers Software Evergreen for Gadsden County Main Site.

Analysis:

This contract will assist with the maintenance of our Enhanced 911 (E911) system to provide "seamless" E911 for Gadsden County.

Fiscal Impact:

None. The County receives funding for these costs through the State of Florida E911 Board.

Options:

1. Approve the contract agreement and authorize the Chairperson to sign.

2. Provide other direction.

County Administrator's Recommendation

Option 1

Attachment:

Products & Services Agreement (three (3) originals)

Contract No. 130700780795

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and E911 Florida Gadsden County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference. This Agreement begins on the date all parties have signed below ("Effective Date").

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ Centurion℠ Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.		**E911 Florida Gadsden County**	
By:	W. M. Powell	**By:**	
Printed:	Mark Powell	**Printed:**	
Title:	Sales Manager	**Title:**	
Date:	11/5/13	**Date:**	
Address for Notices:	Sales Administration 665 Lexington Avenue Mailstop: OHMANB0107 Mansfield, OH 44907	**Customer Address:**	339 EAST JEFFERSON STREET QUINCY, FL 32351
	And if related to a dispute to: CenturyLink – Attn: Sr. Assistant General Counsel, Commercial Law 5454 W. 110th Street Overland Park, KS 66211	**Address for Notices (if different from above):**	

Sales Rep: Todd Jones
Sales Rep Phone: (850) 599-1450

PRODUCTS LIST

1. **PRODUCTS**. CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer's location. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 13-029981

2. **PRICING.**

2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.

2.2 **Non-Recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.

2.3 **Additional Charges**. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.

2.4 **Additional Payment Requirements**. CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	**0.00%**
Amount Due Upon Delivery of Products	**0.00%**
Amount Due Upon Customer Acceptance of Products	**100.00%**

CenturyLink

CenturyLink

Customer Legal Name: E911 Florida Gadsden County
Customer Billing Name: E911 Florida Gadsden County
339 EAST JEFFERSON STREET
QUINCY, FL 32351

Coverage Period 12/18/13 - 12/17/14

Quote-Build #: 13-029981--

Description of Work to be Performed:

12 months of Software Subscription Service (Evergreen) for Gadsden County Sheriffs Office
-
-
-

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

Part Number	Description	Quantity	Unit Price	Extended Price
VSupport	Software Subscription Service	-	$ -	$ -
-	-	-	$ -	$ -
-	-	-	$ -	$ -
-	-	-	$ -	$ -
-	-	-	$ -	$ -

Parts		$ -
Miscellaneous		$ -
Shipping		$ -
Parts Subtotal		$ -
Labor		$ -
Vendor Support (See Vsupport Tab for Details)		$ 10,237.44
TOTAL PRICE		**$ 10,237.44**

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

Gadsden County Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 20, 2013

To: Honorable Chairperson and Members of the Board

From: Deborah Minnis, County Attorney
David Weiss, Assistant County Attorney
Robert Presnell, County Administrator

Subject: Somos Uno, Inc. v. City of Midway and Gadsden County/High Bluff Court Quitclaim Deed to City of Midway

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Statement of Issue:

This item seeks approval of and authorization for the Chairman to execute and deliver the Quitclaim Deed to High Bluff Court to the City of Midway pursuant to the terms of the Mediation Agreement reached in the case of Somos Uno, Inc. v. City of Midway and Gadsden County.

Background:

The Plaintiff in this lawsuit, Somos Uno, Inc., owns several properties abutting High Bluff Court (the "Road"). The Plaintiff sued the City of Midway (the "City") and Gadsden County (the "County") for negligence, claiming that the City and the County have breached their duty to properly maintain the Road, causing damage to its properties. The City and the County have both denied maintenance responsibility for the Road.

The Court ordered that the parties participate in mediation in an attempt to settle the lawsuit before trial. The parties mediated the action and reached a Mediation Agreement on September 9, 2013. The Mediation Agreement was expressly contingent upon approval of the City and the County by vote of the City Council and the County Commission. The City Council and County Commission have both approved the Mediation Agreement.

The Mediation Agreement required the County to survey the Road, accept a Quitclaim Deed from the record title owner of the Road, and reconstruct the Road to current county specifications; then deed the Road to the City for ongoing maintenance responsibility.

Analysis:

The County has performed all of its obligations under the Mediation Agreement. The City has confirmed its approval of the reconstructed Road. Execution and delivery of the attached Quitclaim Deed will complete the County's obligations under the Mediation Agreement.

Fiscal Impact:

The County will not incur any expenses by executing the Quitclaim Deed, and execution and delivery of the Quitclaim Deed to the City will permit the litigation to conclude and should dispel any future claims that the County has any interest in or maintenance responsibility for the Road.

Options:

1. Approve and authorize the Chairman to execute the attached Quitclaim Deed.
2. Do not approve or authorize the Chairman to execute the attached Quitclaim Deed.
3. Board Discretion.

County Attorney's and County Administrator's Recommendation:

Option 1.

Attachments:

1. Quitclaim Deed from Gadsden County to the City of Midway.

This instrument was prepared by or under the supervision of David J. Weiss, Esq., of AUSLEY McMULLEN, Post Office Box 391, Tallahassee, Florida 32302, who certifies **ONLY** that he prepared the same from information furnished to him and that the accuracy of the description and marketability of title are **NOT** guaranteed.
WHEN RECORDED, RETURN TO:
David J. Weiss, Esq.
AUSLEY McMULLEN
Post Office Box 391
Tallahassee, Florida 32302

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of December, 2013, by and between **GADSDEN COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1799, Quincy, FL 32353 (hereinafter referred to as the "Grantor"), and **CITY OF MIDWAY, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose mailing address is Post Office Box 438, Midway, FL 32343 (hereinafter referred to as the "Grantee");

(Wherever the context hereof so requires or admits, the terms "Grantor" and "Grantee" shall include singular and plural, and use of any gender shall be applicable to all genders, and this instrument shall be binding upon all parties hereto and their legal representatives, successors, and assigns.)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable considerations to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, remised, released, and quitclaimed, and by these presents does grant, remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, and interest that the Grantor has in the following described land, situate, lying, and being in the County of Gadsden, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof

TOGETHER WITH all tenements, hereditaments, and appurtenances and all right, title, interest, and estate, thereto belonging or in anywise appertaining.

TOGETHER WITH all utilities, buildings, improvements, fixtures and related equipment and conduits thereon and thereunder, including without limitation those that provide fire protection, security, light, plumbing, refrigeration, sewer, gas, water, communication and other services to or from the property herein described or any part thereof.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunder belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in the presence of:

GADSDEN COUNTY, FLORIDA,
a political subdivision of the State of Florida

_____
(1st Witness Signature)

_____
(1st Witness – Printed Name)

_____
(2nd Witness Signature)

_____
(2nd Witness – Printed Name)

_____
By: Eric F. Hinson, Chairperson, Gadsden County Board of County Commissioners

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2013, by ERIC F. HINSON, as Chairperson of the Gadsden County Board of County Commissioners, on behalf of Gadsden County, Florida, a political subdivision of the State of Florida. Such person: ( ) is personally known to me; ( ) produced a current driver's license as identification; or ( ) produced _____ as identification.

(Notarial Seal)

_____
(Signature of Notary Public)

_____
(Typed or Printed Name of Notary Public)

EXHIBIT "A"

Commence at an iron pipe (found) known as marking the Southwest Corner of Section 12, Township-1-North, Range-3-West, Gadsden County, Florida and run:

Thence North 89 degrees 04 minutes 43 seconds East along the Southerly boundary of said Section 12 a distance of 1320.00 feet to a point on the Westerly boundary of the lands of the George Roberts Estate;

Thence Northerly along said Westerly boundary as follows:

Thence North 00 degrees 21 minutes 17 seconds West 1302.96 feet to an iron pipe (found);

Thence North 00 degrees 33 minutes 01 seconds East 644.16 feet to an iron pipe (set) on the Southeasterly maintained right-of-way boundary (50.00 foot right-of-way) of a County Road, known as High Bluff Road, also said point lying on a curve concave to the Southerly;

Thence leaving said Westerly boundary and run Southwesterly along said Southeasterly maintained right-of-way boundary as follows:

Thence along said curve with a radius of 4563.42 feet through a central angle of 01 degrees 50 minutes 02 seconds for an arc distance of 146.06 feet (the chord of said arc being South 82 degrees 09 minutes 54 seconds West 146.06 feet) to an iron pipe (set) for the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue along said curve with a radius of 4563.42 feet through a central angle of 01 degrees 35 minutes 01 seconds for an arc distance of 126.13 feet (the chord of said arc being South 80 degrees 27 minutes 23 seconds West 126.13 feet) to an iron pipe (set) for a point of cusp (re-turn curve);

Thence leaving said Southeasterly maintained right-of-way boundary and run along said curve with a radius of 30.00 feet through a central angle of 107 degrees 30 minutes 35 seconds for an arc distance of 56.29 feet (the chord of said arc being South 46 degrees 34 minutes 51 seconds East 48.39 feet) to a point for the end of said curve;

Thence South 07 degrees 10 minutes 27 seconds West 773.08 feet to a point on a cul-de-sac having a radius of 60.00 feet;

Thence Southwesterly and Northeasterly around said cul-de-sac through a central angle of 270 degrees 00 minutes 00 seconds for an arc distance of 282.74 feet;

Thence North 07 degrees 10 minutes 27 seconds East 869.13 feet to a point of curve to the right (re-turn curve);

Thence along said curve with a radius of 30.00 feet through a central angle of 74 degrees 04 minutes 26 seconds for an arc distance of 36.79 feet (the chord of said arc being North 44 degrees 12 minutes 40 seconds East 36.14 feet) to the POINT OF BEGINNING.

Containing 1.42 acres more or less.

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 20, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Jeff A. Price, Senior Management & Budget Analyst

Subject: Community Organizations – Budget Procedures for Requesting Funding

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Statement of Issue:

This agenda item seeks Board approval to establish procedures to streamline and make the process more efficient and fair for non-profit community organizations to request funding for their organizations.

Background:

For years there has been no set process for non-profit community organizations to request funding for their organizations. In the past, organizations have mailed letters to the Board or attended Budget Workshops to request funding. The Board would select the organization and the funding amounts randomly which could raise questions in the future.

Analysis:

The Office of Management & Budget (OMB) has prepared an application packet for requestors that would include an application, basic requirements, and a timeline with due dates. Current funding recipients would be sent an application packet during March 2014. During March 2014 the County will publish the timeline in the local papers. At the deadline date for requesting funds, OMB would review applications, confirm all required documentation is attached with the application, summarize the requests and provide the Board with recommendations at the first budget workshop each year. Once the budget is set and the agencies receiving funding in the upcoming year are identified; OMB will prepare letters to the recipients stating the amount that has been budgeted for their agency. OMB will then process all invoices for payment, confirm each invoice has the required financial information, and send invoices to the Finance Department.

Options:

1. Approval of the OMB Budget Procedures for Requesting Funding.
2. Do not approve the OMB Budget Procedures for Requesting Funding.
3. Board Direction

County Administrator's Recommendation:

Option #1

Attachments:

1. Draft of application
2. Draft of timeline

Gadsden County, FL
Non-profit Community Organizations
Request for Funding – FY2014-15

1. Description of program(s) and how it benefits the residents of Gadsden County.
   (Prepare on the organizations letterhead, include the amount requested)

2. ***Legal requirements:*** An agency must meet and provide documentation, for the following criteria in order to qualify for funding.

   a. Registration with the U.S Department of Treasury, Section 501 © (3), Internal Revenue Service Code, for exempt status. (Attach copy)
      Tax Exempt # _____

   b. Your organization must be registered as a non-profit corporation with the Florida Department of State pursuant to chapter 617. F.S. (attach copy)
      Registration # _____

   c. Your organization must provide a copy of the latest filed IRS form *990 Return of Organization Exempt From Income Tax.* Date filed_____

CERTIFICATION SECTION

I hereby certify that the information provided is true and accurate to the best of my knowledge. I understand that falsification or misrepresentation may result in my agency's being denied for consideration for funding.

_____ _____Date _____
Agency Director (print name) Agency Director (signature)

Return items to: Gadsden County Board of County Commissioners, Budget Office, 9 East Jefferson Street, Quincy, FL 32351

GADSDEN COUNTY, FL

NON-PROFIT APPLICATION FOR FUNDING

PREPARED BY OFFICE OF MANAGEMENT AND BUDGET (OMB)

TIMELINE FOR FY14/15

APRIL 1, 2014 - NON-PROFIT APPLICATION FOR FUNDING AVAILABLE

MAY 1, 2014 - NON-PROFIT APPLICATION FOR FUNDING DUE TO OMB

MAY 1 – 29, 2014 - OMB TO REVIEW AND MAKE RECOMMENDATION

MAY 29, 2014 - COUNTY ADMINISTRATOR TO PRESENT TO BOARD

MAY 29, 2014 - BOCC TO DISCUSS AND APPROVE FUNDING

SEPTEMBER 22, 2014 - FINAL BUDGET APPROVED

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 19, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
David Gardner, Executive Director, Gadsden County Chamber of Commerce

Subject: Gadsden County Development Council Support Services Contract

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Statement of Issue:

This agenda item presents the Gadsden County Board of County Commissioners (BOCC) with an agreement for support services to be provided to the Gadsden County Development Council (GCDC) by the Gadsden County Chamber of Commerce (GCCC) for a one year period beginning January 1, 2014.

Background:

The Gadsden County Chamber of Commerce is comprised of sixteen (16) volunteer board members located throughout Gadsden County and an office at 208 North Adams Street, Quincy. Chambers of Commerce are typically the primary point of contact for new and existing business support in most counties and the GCCC brings almost seventy years of expertise in this regard.

Fiscal Impact:

$70,000.00

Options:

Board Direction

County Administrator's Recommendation

Board Direction

Attachments

GCCC Support Services Contract

GADSDEN COUNTY
FLORIDA
CHAMBER OF COMMERCE

Gadsden County Chamber of Commerce

208 North Adams Street Quincy, FL 32351 ~ 850.627.9231 ~ gadsdencc@tds.net ~ www.gadsdencc.com

FOR CONSIDERATION ONLY: GCDC CONTRACT SUPPORT SERVICES

Overview

Since 1946, the Gadsden County Chamber of Commerce (**GCCC**) has enjoyed a remarkable history of providing both expertise and collaborative problem solving to countless commercial entities throughout Florida. In this regard we offer for consideration herein comprehensive support services to the Gadsden Community Development Council (GCDC) as required for a firm (1) year period beginning January 1, 2014.

Objective

- Proffer critical transitional assistance and support to the GCDC.
- Promote collegiality and collaboration among all Gadsden County and regional business stakeholders.
- Assist GCDC maximization of Gadsden's agricultural, renewable energy and business/commercial potential.

Opportunity & Solution

- Orientation of GCDC personnel as to strategic SWOT conditions pertinent to economic growth in the region.
- Provision of exhaustive strategic plan articulating area economic opportunities and challenges.
- Support comprehensive planning, methodologies & processes to both expedite and secure GCDC success.
- Define and advise redundant area initiatives to reduce duplication of county-wide efforts and resources.
- Review key data metrics & advise GCDC of perceived efficiencies, opportunities & deficiencies.

Qualifications

The **GCCC** has continually proven to be an industry leader for small business development as well as commercial recruitment and retention:

- In service expressly to and for Gadsden County since the year following World War Two (1946).
- Large area chamber membership including key area businesses and supporters of the business community.
- Sixteen member volunteer board representing vital Gadsden County private and public sector interests.
- **GCCC** is the initial and customary primary point of contact for interested business and commercial parties.

- Not-for-profit organization as defined under Internal Revenue Code Section 501(c)(6) which provides for the exemption of business leagues, chambers of commerce and other organizations which are not organized for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual.
- Longstanding trusted and strategic relationships with, but not limited to, area organizations such as WORKFORCE plus, Tallahassee Community College, Florida A&M University, University of Florida-Institute of Food & Agricultural Sciences North Florida Research & Education Center and the Jim Moran Institute for Global Entrepreneurship at Florida State University.
- Board level participation among regional economic entities including the Economic Development Council of Tallahassee/Leon County board member and Tallahassee Regional Airport Advisory Committee.

Valuation

The **GCCC** can provide proven and tenured solutions to both support and sustain Gadsden County's competitive positioning for economic progress through private and public partnership. This is, of course, of substantial import as the GCDC transitions as the county's newly contracted provider of economic development services and into the remainder of its contract performance as well. This agreement is valid for acceptance, via separate contract execution, within 30 days from the date of this document:

PERFORMANCE SCHEDULE *(Terms: Net 10 payable upon services origination):*	**AMOUNT**
First Installment CY 2014 GCDC Support Services payable January 1, 2014	$50,000.00
2nd Installment CY 2014 GCDC Support Services payable July 1, 2014	$25,000.00
TOTAL FOR CONTRACTUAL CONSIDERATION:	**$70,000.00**

Conclusion

The **GCCC** looks forward to contracted support of the GCDC to emanate and strengthen its brand-new contractual efforts. We are confident that we can meet any challenge and stand ready to immediately deliver effective support and solutions. Should the considerations briefly outlined herein be desired, a separate & mutually beneficial agreement shall be completed and tendered upon execution by both parties prior to the stated date of commencement.

Respectfully submitted Wednesday, November 20th 2013 and superseding any prior relative submissions:

David Gardner

David A. Gardner; Executive Director

Jack P. Peacock

Jack P. Peacock; Chairman

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 18, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Arthur Lawson, Sr., Assistant County Administrator

Subject: Discussion of County Commissioners' Travel Policy

Statement of Issue:

This agenda item is presented to the Board for discussion and staff direction concerning the approval of County Commissioners' travel.

Background:

The Board desires to review how the current travel of Commissioners is approved. The current travel policy is a part of the County's personnel policy. The travel section of the rules were amended on February 2, 2010 by Resolution No. 2010-05. If the Board desires to amend the travel policy, it will have to be done by resolution.

Analysis:

Section 1.06 (4) of the County Personnel Policy addresses County Commissioners Travel. Currently, Commissioners abide by the same travel policies, regulations and restrictions as County employees, along with the following additional provisions:

a. Commissioners shall have an established budget for travel. The Board shall approve the travel of the Commissioners.
b. Commissioners are limited to per diem or actual cost requirements as described in the travel policy.
c. Commissioners must submit completed requests for travel forms prior to authorized travel and must submit completed forms for reimbursement following the authorized travel.
d. When a Commissioner's travel budget is depleted, no travel may be authorized unless additional funds are allocated through a budget amendment submitted by the County Administrator.

Prior to writing this agenda item, staff conducted a survey of several surrounding and similar sized counties. None of the counties surveyed required Board approval of Commissioner's travel as long as adequate funds were in the budget. Staff seeks direction from the Board for any proposed amendments to the Commissioners Travel section of the County travel policy.

Fiscal Impact:

None.

Options:

Board Direction

County Administrator's Recommendation:

Option 1

Attachment:

County Travel Policy

RESOLUTION NO. 2010 - 05

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY AMENDING THE COUNTY TRAVEL POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amended County travel policy has been in effect since April 11, 2006, and provides for the payment and reimbursement of travel expenses for public officers, employees, and authorized persons when performing authorized travel; and

WHEREAS, the Commission recognizes the need to expend funds in a responsible and effective manner; and

WHEREAS, the Commission seeks to use the funds entrusted to it in a manner that provides the most benefit to the citizens of Gadsden County; and

WHEREAS, the Commission acknowledges the necessity of amending the travel policy to recognize the need to expend funds in a responsible and effective manner.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY:

SECTION 1. STATEMENT OF POSITION. The Board of County Commissioners amends the following travel policy in place of the current policy:

1.06 Travel Policy

The travel policy of the County shall be divided into two parts: (1) that which shall govern travel by employees and authorized persons; (2) that which shall govern travel by members of the County Commission:

(1) EMPLOYEE TRAVEL AND AUTHORIZED PERSONS: The County Administrator or his designee shall have the authority and responsibility for approving or denying travel requests for employees or authorized persons directly or indirectly under County Administrator's supervision.

(a) Prior to approving a travel request the County Administrator or his designee must confirm that sufficient funds are available in the budget of the department to which the employee or authorized person is assigned to cover the cost of the travel. If funds are insufficient, the County Administrator may deny the travel request or approve a written request from the department for a budget amendment to cover the cost of the travel.

(b) The County Administrator shall not approve his or her own travel request. The County Administrator must obtain advance approval for travel from the Chairman, or Vice-Chairman when the Chairman is unavailable, when the County Administrator will incur out of town, overnight travel expenses.

(2) TRAVEL REQUEST: Travel requests from employees and authorized persons must contain the following information, additional information may be required: (To be included on or attached to the *Travel Approval and Request for Advance Travel Form.)*

(a) Dates of travel and a travel itinerary;

(b) Mode of travel;

(c) Specific purpose or reason for travel;

(d) Anticipated travel costs;

(e) Description of the benefit that will be derived from the travel.

(3) TRAVEL COSTS: With respect to the cost of travel on county business for any purpose, the following guidelines apply:

(a) Day trip, depending on the time of day the travel begins and ends, reimbursement will be limited to meals and mileage.

(b) Mileage will be reimbursed only when privately owned vehicles are used for travel.

(c) When privately owned vehicles are used for travel, mileage will be paid at the rate of 37.5 cents per mile or most current IRS rate. Mileage must be recorded to the nearest whole mile.

(d) When County vehicles are used, the actual costs of gasoline, oil, other fluids, and required maintenance while traveling shall be reimbursed. When County vehicles are supplied with gasoline, oil, and other fluids expressly for the trip, those costs shall be charged to that trip and paid from the appropriate Department budget.

(e) Meal expenditures will be reimbursed according to the most current federal government General Services Administration (GSA) per diem meal rates. The GSA provides for differential rates depending upon the location of travel. This approach recognizes cost differential between various cities. The following times shall be used to determine when meal reimbursements may be claimed:

1. Breakfast: when travel begins prior to 6:00 a.m. and extends beyond 8:00 a.m.

2. Lunch: when travel begins prior to noon and extends beyond 2:00 p.m.

3. Dinner: when travel begins prior to 6:00 p.m. and extends beyond 8:00 p.m.

4. For cities not included in the GSA list, the standard rate applies. Meals will be charged at a rate of $10.00 for breakfast, $15.00 for lunch, and $25.00 for dinner. The total for meals cannot extend beyond $50.00 for one full day's travel.

(f) Employees and authorized persons traveling on county business, conventions and conferences included, shall have the option of traveling at a per diem rate not to exceed $100.00 per day, $25.00 per quarter of a day, or traveling at actual cost. Examples of quarters are: 12:01 a.m. to 6:00 a.m., 6:01 a.m. to 12:00 noon, 12:01 p.m. to 6:00 p.m. and 6:01 p.m. to 12:00 midnight. Any variation thereof that constitutes a six (6) hour block or portion thereof shall constitute a quarter of a day.

(g) To claim per diem, the travel by the employee or authorized person must include an overnight stay.

(h) Receipts are not required to be submitted when an employee or authorized person claims travel reimbursement on per diem. However, in advance of the travel the employee must submit a travel request that contains the information required under section (2) of this policy.

(i) Employees or authorized persons traveling under the actual cost option, with no per diem, shall be afforded meals at the rates shown in section (3)(d) of this policy. To be reimbursed for lodging the employee must submit receipts for lodging.

(j) With any option, if employees or authorized persons use County vehicles, buses, trains, airplanes, or other transportation, to be reimbursed for costs the employee or authorized person must provide receipts. Employees or authorized persons who use County vehicles, buses, trains, airplanes, or other transportation are NOT entitled to mileage reimbursement.

(4) COUNTY COMMISSIONERS TRAVEL: County Commissioners shall abide by the same travel policies, regulations and restrictions provided in the employee and authorized person section of this policy, along with the following provisions:

(a) Commissioners shall have an established budget for travel. The Board shall approve the travel of the Commissioners.

(b) Commissioners are limited to per diem or actual cost requirements as described in this policy.

(c) Commissioners must submit completed requests for travel forms prior to authorized travel and must submit completed forms for reimbursement following the authorized travel.

(d) When a Commissioner's travel budget is depleted, no travel may be authorized unless additional funds are allocated through a budget amendment submitted by the County Administrator.

1.061 <u>ADVANCED TRAVEL PAY/REIMBURSEMENT</u>

To claim Advance Travel Pay or Reimbursement of authorized travel, the following procedures shall be followed:

1.062 <u>ADVANCE TRAVEL PAY</u>

To claim Advanced Travel Pay for authorized travel, the following procedures shall be followed:

(1) *Travel Approval and Request for Advanced Travel Form* shall be completed, approved and submitted to the Department of Management Services seven (7) days prior to travel.

(2) The following supporting information must be attached: Copy of program or agenda with provided meals noted; copy of hotel information; per diem or meals information; registration information; and any other expenses noted.

1.063 REIMBURSEMENT

To claim reimbursement of authorized travel, the following procedures shall be followed:

(1) A *Voucher for Reimbursement of Travel Expenses* must be prepared and signed by the traveler as well as the *County Administrator or his designee for County employees or the Commission for Commissioners as appropriate*. The required supporting receipts must be attached and submitted to the Finance Department.

(2) Supporting receipts include: receipts of incidental expenses (Taxi fare), tolls, storage, or parking fees, communication expenses, copy of program or agenda and a copy of the hotel bill.

(3) Employees who fail to submit a Voucher for Reimbursement of Travel Expenses, along with the required documentation, within seven (7) days following the travel is subject to having amount of the advanced travel funds withheld from their next pay check.

(4) A Reimbursement check will be issued within ten (10) days from the date the Finance Department received a signed claim and require receipts.

(5) Employees and/or elected officials that fail to attend seminars and trainings, that may or may not require out of town travel, which is paid with County funds, will be required to reimburse the County of such funds within 14 days following the terminus of the seminar, training, and/or travel. Reimbursement would include but is not limited to all costs associated with such event such as registration fees, cost of books/materials, lodging, rental car fees, gas and meals. The only exception would be in the event of an unforeseen emergency *occurring after registration fees have been paid, but before completion of the seminar, conference, or training that may or may not be job related or*

related to the employee's duties (e.g. death, accident, illness, etc.), which will be considered on a case by case basis by the County Administrator *or Board as appropriate.*

1.064 MEETINGS AND WORKSHOPS with NO OVERNIGHT STAY

Department Directors may authorize the necessary travel expenses for employees to attend meetings and workshops, not involving over-night accommodations, to improve their efficiency, if considered in the best interest of the county, and the money is in the budget.

To claim reimbursement for travel not involving over-night accommodation traveler shall follow guidelines established in Section 1.06 (3).

1.065 REQUIREMENTS TO DRIVE COUNTY VEHICLES

Employees authorized to drive County licensed vehicles are required to have:

1) A valid Florida Driver's License or valid Florida Driver's License required by the employer's classification or the operation of the vehicle.

2) A driving record acceptable to the County insurance carrier.

3) A driving record acceptable to the County Administrator.

4) A review of driving record for the previous three (3) years of employees authorized to drive County vehicles shall be conducted on October 1st of each year or upon the directive of the County Administrator.

1.066 REPORTING REQUIREMENTS

1) All traffic citations received by employees while on-duty or during work hours must be reported immediately to the Department Director or to the Supervisor, in the absence of the Department Director.

2) All Traffic citations received by employees while off-duty must be reported to the Department Director as soon as practicable or upon their return to work.

3) Upon the disposition of any traffic violation, the employee must notify the Department Director or Supervisor upon their return to work.

4) Employees who fail to comply with the reporting requirements will be subject to disciplinary action.

5) In case of an accident, a complete report of damages must be submitted to

the County Administrator within 48 hours of the accident. Repairs not reimbursed by insurance will be billed to the Assignee's department budget.

1.067 ASSIGNMENT AND USE OF VEHICLES

(1) Purpose: To establish a procedure for assignment, use and maintenance of County vehicles.

(2) Assignment: County vehicles shall be assigned by the County Administrator or designee, to employees determined by the County Administrator to be appropriated for the assignment or use of a county vehicle..

(3) Operation and Maintenance of Vehicles:

(a) General - Maintenance and the overall management of County vehicles is the responsibility of assignee.

(b) Condition of Operation - Vehicles shall operate under the following guidelines:

1. Assignee shall possess a valid Florida Drivers License.

2. Fuel, lubrication, maintenance insurance and repair cost will be paid by the County.

3. Each County vehicle shall be equipped with the following:

a) First-aid kit.
b) Fire extinguisher.
c) Flares.
d) Flashlight.
e) Litter bag.

4. Individuals on vacation or extended travel or extended leave shall return their assigned vehicle to the Department during that period. The County Administrator may authorize the use of vehicle while the individual is on vacation, extended travel, or extended leave.

5. Individuals with poor driving records, driving records not acceptable by the County insurance carrier, or driving records deemed unacceptable by the County Administrator, will not be allowed to operate County vehicles unless special accommodations are negotiated with the County's Insurance

carrier.

6. Employees who fail to obtain or fail to maintain authorization for the use of a County vehicle from the County Administrator, including Emergency Medical Services employees, may be reclassified or demoted to a non-driving position, if a position is available. If the employee is demoted to the lower pay grade non-driving position, the employee's pay may be reduced in accordance with the lower pay grade.

(4) Personnel Not Assigned a Vehicle: When transportation is necessary for County assignments, County personnel may use a County vehicle. Authorization must be granted by the individual and Department responsible for the vehicle. Fuel, oil, and other maintenance costs will be charged to the department using the vehicle.

(5) Daily Fee for Personnel Provided County Vehicle: Individuals assigned County vehicles will be charged according to the Internal Revenue Service rules for Personnel use of vehicles. The amount is subject to change according to Internal Revenue Service rulings.

A daily fee will be charged for day(s) or any part of a day worked.

(6) Also reference vehicle usage policy No. 97.02.

SECTION 2. EFFECTIVE DATE. This resolution shall be effective as of the date of its adoption, as affixed below.

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY

Eugene Lamb, Jr.

Eugene Lamb, Jr.
Chairman

NICHOLAS THOMAS GADSDEN COUNTY FLORIDA CLERK OF CIRCUIT COURT

Muriel Strange by Deputy

Nicholas Thomas
Clerk of the Court

Approval Date: 2/2/2010

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 20, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Tommy Baker, EMS Director

Subject: Approval of Contract With Capital City Bank to Purchase a New EMS Facility

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Statement of Issue:

This item seeks Board approval of a contract with Capital City Bank to purchase the Thomas Motor Cars property to be used for the County's main EMS facility.

Background:

The EMS main station is currently located at 412 East Jefferson Street in Quincy. This facility is the previous site of the County Extension Service and the Canning Center. This building was constructed in the 1960's and was adapted for use as an EMS site in 1984-1985. This facility consists of two buildings with approximately 4,000 square foot heated area and various out buildings for storage and equipment bays. The current operation has outgrown this facility and the condition of these buildings has deteriorated significantly. The need for a new EMS facility was identified in 2006 in the Gadsden County Local Mitigation Strategy, but was deferred due to lack of funding.

Analysis:

Estimated new construction cost for a facility to meet the needs of EMS is estimated at $1.5 – 2.0 million. Capital City Bank has a property located at 23617 Blue Star Highway in Quincy that is available for purchase. Capital City Bank has agreed to assist the County in seeking grant funding for the purchase and renovation of this facility for an EMS station.

This contract has been reviewed by legal counsel. This item seeks authorization to proceed with the necessary items recommended by the County Attorney. An environmental study has been completed which shows the site to be clear of

contamination and environmental concerns. The purchase of this property is contingent on an appraisal that justifies the purchase price and contingent on the award of grant funds sufficient to cover the purchase price and renovation costs.

Fiscal Impact:

Proposed grant funding would cover the costs of purchase, renovations and furnishings of this facility to meet the needs of EMS. The grants being considered would require no cash match from the County. Capital City Bank will assist with grant applications.

Options:

1. Approval of the Real Estate Sales Contract with Capital City Bank, authorization for the Chair to execute the contract and authorization to proceed with the grant application.
2. Do not approve the Real Estate Sales Contract with Capital City Bank.
3. Board direction

County Administrators Recommendation:

Option 1

Attachment(s):

1. September 8, 2013 Letter from Carr Allison
2. Real Estate Sales Contract
3. Appraisal
4. Phase 1 Environmental Site Assessment

CARR ALLISON
ALABAMA | FLORIDA | MISSISSIPPI | TENNESSEE

305 SOUTH GADSDEN STREET
TALLAHASSEE, FL 32301
TEL: 850.222.2107
FAX: 850.222.8475
CARRALLISON.COM

William B. Graham
bgraham@carrallison.com

Matthew S. Scanlan
mscanlan@carrallison.com

September 18, 2013

Tommy Baker, Director
Gadsden Emergency Medical Services
412 East Jefferson Street
Quincy, Florida 32341

RE: Gadsden County – Real Estate Purchase

Dear Mr. Baker,

It has been a pleasure to work with you for the past few weeks regarding the proposed purchase by Gadsden County of the property located at 23617 Blue Star Highway.
Please accept this letter as an update on the transaction. As you know, the property is currently held by the Seller, Capital City Bank. Evidently the property was taken back by the bank after default on mortgage by the former owner. As a result, and very importantly, the property is being sold "AS IS". As we have discussed, that means that the Seller is not able or willing to warrant or guarantee the condition of the property, the condition of the title to the property or, frankly, much else about the property. In other words, nearly all risk associated with the transaction is with the County. (See: first sentence of paragraph 5 of the Real Estate Sales Contract: "Seller makes NO WARRANTIES as to the condition of the Property or the status of the title of the Property.)

For the forgoing reason, I have advised you as the County's representative to ensure that the Board of County Commissioners is well aware of the "AS IS" nature of this transaction. Additionally, we have discussed how important it is for the County to do a very thorough due diligence and evaluation of the parcel and all buildings thereon. This would include an appropriate survey and property appraisal, consideration of any underground storage tanks and the engagement of an experienced commercial property inspector. Also, the County should promptly engage a title company to evaluate that aspect of the transaction as well.

We have discussed the fact that the transaction is contingent upon the successful application for and granting of a community development block grant that will provide the funds for the purchase by the County.(See: paragraph one of Addendum "B" to the contract.) Should the County choose not to submit such a grant on or before January 1, 2014 or not receive such grant funds on or before March 1, 2014 then either party to the agreement may cancel the contract. An additional condition to the agreement is the receipt by the County of a property appraisal with terms and an appraisal amount that is acceptable to the County. (See: paragraph

one of Addendum "B" to the contract.) If the appraisal is not acceptable to the County there is no obligation to close the transaction.

Thank you for the opportunity to work with you on this transaction. Please do not hesitate to contact me if you have any questions at all.

Sincerely,

William B. Graham
Matthew S. Scanlan

WBG/bae
Enclosure

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (the "Contract") is entered into by and between the undersigned Purchaser and the undersigned Seller wherein Purchaser agrees to buy, and Seller agrees to sell, all that tract of land and improvements described as follows:

23617 Blue Star Highway

(See attached: Exhibit A for legal description and Addendum B detailing purchase conditions associated with the community development block grant to be utilized to fund the purchase by Purchaser.)

Including buildings, structures and all improvements there on, all lighting fixtures thereto, an all heating, water heating, and plumbing equipment therein, and also all plants, trees and shrubbery now on the premises (the "Property").

The purchase price of the Property shall be $525,000 the ("Purchase Price") to be paid as follows: CASH AT CLOSING (or through such financing as Purchaser shall obtain, including possible financing through the Seller-bank, although financing is not a condition of closing, and Purchaser hereby acknowledges and confirms that under no circumstances is financing through the Seller-bank guaranteed).

Seller hereby acknowledges Purchaser has paid to Seller $0.00 as earnest money deposit.

Seller makes NO WARRANTIES as to the condition of the Property or the status of the title of the Property. Purchaser will, at Purchaser's expense, conduct appropriate inspections of the property within ten (10) days of the Effective Date (the "Inspection Period"). After inspection, Purchaser shall deliver written notice to Seller of Purchaser's determination that the property is, or is not, acceptable within fifteen (15) days of the Effective Date. Purchaser will not engage in any activity that could result in a mechanic's lien being filed against the property without Seller's prior written agreement. Purchaser shall be responsible for any damages caused by such tests or inspections. If Purchaser determines, in Purchaser's sole discretion, that the property is not acceptable to Purchaser, Purchaser may terminate this contract by delivering to Seller a written notice of termination. Any such notice of termination shall be delivered to Seller no later than 5:00 p.m. on or before the day that is fifteen (15) days after the Effective Date. If such notice of termination is timely delivered, this Contract, and the rights and obligations of the parties shall terminate, except as to those obligations which expressly survive the termination or closing of this Contract. If Purchaser elects to terminate this Contract as provided hereinabove, Purchaser shall furnish Seller (at no cost to Seller) with copies of all tests, surveys, environmental audits and any other reports (collectively the "Due Diligence Materials") obtained by Purchaser during the Inspection Period, which obligation on the part of Purchaser shall survive the termination of this Contract.

No wood destroying organism, well, septic or other inspection has been performed by Seller and none are required. This sale is "AS IS" and title will be conveyed by Seller to Purchaser(s) by way of a "Special Warranty Deed."

Should Purchaser desire to examine title to the Property, Purchaser may do so at its own expense within twenty (20) days of the Effective Date hereof (the "Title Objection Period"), and shall be entitled to a refund of the earnest money paid, if any, unless Seller is willing and able to correct any title problems prior to closing. If Seller has an owner's policy of title insurance, or any other title insurance information, covering the property, a copy shall be furnished to Purchaser within five (5) days of the Effective Date hereof. Title problems include any encroachments or other problems revealed by any survey of the property that may be conducted by Purchaser. Title problems or defects constitute grounds for Purchaser to terminate this Contract as hereinafter provided. However, Purchaser's failure to notify Seller of any title objection within the Title Objection Period shall constitute a waiver of such title matters and an agreement by Purchaser to purchase the property subject to the same, in which case all such matters shall be deemed "Permitted Exceptions" hereunder. If Seller, at Seller's sole option and in its sole discretion, elects not to cure any such title defect, Purchaser, within five (5) days of Seller's notification to Purchaser of Seller's election not to cure said defects, shall have the option of notifying Seller that it intends to (i) waive such title defect(s) (in which case all such matters shall be deemed permitted exceptions hereunder) and proceed to closing without diminution of the Purchase Price or (ii) terminate this Contract. Purchaser's failure to notify Seller that it he elected to terminate the Contract within the foregoing five (5) day period shall constitute notice that Purchaser has elected (i) hereinabove and waived such title defect(s). If Seller elects to cure a title defect, then Seller shall have a reasonable amount of time within which to clear the same at Seller's expense. Without limiting Seller's right to choose not to cure any title objection in its sole discretion, Purchaser agrees that Seller shall have no obligation to remove, modify or otherwise cure taxes for the current and subsequent years; easements, reservations, and restrictive covenants of record; special assessments and those accruing hereafter; and zoning and other governmental restrictions. Upon Purchaser's termination of the Contract in accordance with (ii) of this Paragraph, Purchaser shall be entitled to a refund of the earnest money paid and Seller shall be released from further rights and obligations hereunder.

Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as they are on the Effective Date (as hereinafter defined), normal wear and tear excepted. However, should the Property be destroyed or substantially damaged before the Closing, then at the election of the Purchaser, the Contract may be canceled and the earnest money, if any, returned to the Purchaser by Purchaser delivering to Seller written notice of termination of the Contract. This election to terminate the Contract must be exercised within ten (10) days after the amount of the Seller's damage is determined and communicated to Purchaser or such termination right shall automatically be deemed waived by Purchaser.

If sale under this Contract is not timely consummated due to fault or election of Purchaser, except as otherwise set out herein, the earnest money, if any, shall be forfeited by Purchaser and retained by Seller as liquidated damages.

Time is of the essence in this Contract.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

The following stipulations shall, if conflicting with printed matter, control:

1. County and City property taxes and any assessments on the Property will be prorated at closing. Currently due and past due tax bills, if any, shall be deducted from Seller's gross proceeds and paid in full at closing.;
2. The consummation of the transaction contemplated by this Contract shall occur on or before March 31, 2014, at 5:00 p.m.
3. Possession of the Property shall be delivered by Seller to Purchaser no later than the date of closing.
4. Seller shall pay for Florida Real Estate Tax a/k/a documentary stamp taxes and Seller's attorny fees; and
5. Purchaser shall pay for all other closing costs including, but not limited to, any and all loan closing costs.

Purchaser acknowledges receipt of the Disclosure Addendum attached hereto and incorporated herein by reference.

This Contract shall be regarded as an offer by the Purchaser or Seller first executing this Contract and is open for acceptance by the other until 5 o'clock p.m. on the following day; by which time written acceptance of such offer must have been made. The "Effective Date" hereof shall be deemed to be the date of the last party's execution hereof.

Seller warrants, represents and agrees as follows:

1. Seller has not received written notification of any violation of any governmental law or regulation regarding the Property including, but Seller makes no warranties or representations as to the compliance of the property with any such laws, and if Purchaser has any questions or concerns about the Property, then purchaser is encouraged to undertake its own investigations of same during the Inspection Period.
2. To Seller's knowledge, there are no management, service, equipment, supply, labor, maintenance or similar agreements arising from Seller with respect to or affecting all or any part of the premises which shall be binding on the Purchaser.
3. To Seller's knowledge, the Seller has paid in full prior to closing any and all outstanding bills and invoices of any kind arising from Seller relating to the premises which may become binding upon the Purchaser after closing, except for taxes for the current and subsequent years.
4. To Seller's knowledge, there is no action, suit, proceeding or investigation pending against the Seller with respect to this agreement, the sale contemplated hereby, all or any part of the premises or the ownership thereof, in any court or before any governmental instrumentality.
5. To Seller's knowledge, there are not underground storage tanks at or servicing the premises, but Seller makes no warranties as to the existence or nonexistence of such underground storage tanks, and if Purchaser has any questions or concerns about the existence of any underground storage tanks

on the Property, then Purchaser is encouraged to undertake its own investigations of same during the Inspection Period.

As used herein the term "Seller's knowledge" shall mean only that information that is presently possessed, without independent investigation, by Emory Mayfield, in his capacity as Senior Vice President of Seller, and shall not include any imputed knowledge or any information that is possessed by Seller's agents, contractors, licensees, borrowers, lenders or any other third parties. The words "actual notice", "written notice", or "actual written notice" will mean only that written notice received by Emory Mayfield and do not include any such notice whether oral or written received by any agents, contractors, licensees, or third parties or any constructive notice of information not physically received by Seller.

Seller's Obligations at Closing:

1. Deliver to Purchaser a duly executed Special Warranty Deed in recordable form, conveying fee simple title to the property and all rights appurtenant, subject to the Permitted Exceptions. Seller shall also deliver possession of the property.
2. Seller shall provide evidence of good standing, and authority and shall deliver standard affidavits, in form and content reasonably acceptable to Seller, in order to delete the standard title exceptions for mechanics liens, parties in possession and to delete the "gap".
3. Deliver to Purchaser a closing settlement statement reflecting the financial provisions of the closing, consistent with the provisions of this contract.

Purchaser's Obligations at Closing:

1. Pay to Seller the full amount of the purchase price, in cash or by wire transfer of immediately available funds.
2. Deliver to Seller a closing settlement statement reflecting the financial provisions of the closing, consistent with the provisions of this contract.
3. Purchaser shall deliver such other documents as are reasonably necessary to consummate this transaction, including a duly executed resolution authorizing the closing of the transaction by the Purchaser required by this Contract as a title company may reasonably require.

Any notices required to be sent in conjunction with the Contract should be sent by United States Mail (certified – return receipt), facsimile or e-mail at the addresses in the signature blocks hereinafter. For purposes of notice, the same shall be received on the date reflected on the return receipt or on the date of the facsimile or e-mail (if either occurs after 5:00 p.m., the following weekday shall be deemed the date of receipt). Delivery of any written notice to any party's agent will be deemed delivery to that party.

This Contract may be executed by facsimile and in multiple counterparts, each of which shall be deemed for all purposes to be an original contract. If not fully understood, seek the advice of an attorney prior to signing. The contract will be construed under Florida law and if any provision is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective.

CAPITAL CITY BANK, Seller

Signed this _____ ay of _____, 2013

_____

By: Emory Mayfield
Director Special Assets
Attention: Sterling Bryant
Post Office Box 900
Tallahassee, Florida 32302
Facsimile: (850) 402-8029
E-mail: Mayfield.emory@ccbg.com

Signed this _____ day of _____, 2013

_____
For Gadsden County, Florida,
Purchaser

Signed this _____ day of _____, 2013

_____

Address: _____

_____

Facsimile: _____
E-mail: _____

DISCLOSURE ADDENDUM

The following disclosures are required to be made by the laws of the state where the property is located.

1. RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to 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 your county health department.

2. MOLD: Mold is naturally occurring and may cause health risks or damage to property. If purchaser(s) is/are concerned or desire(s) additional information regarding mold, Purchaser(s) is/are advised to contact an appropriate professional.

3. FLOOD ZONE; ELEVATION CERTIFICATION: PURCHASER(S) is/are advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by PURCHASER(s)' lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal High Hazard Area" and finished floor elevation is below minimum flood elevation, PURCHASER(S) may terminate this Contract by Delivering written notice to SELLER within 20 days after Effect Date, failing which PURCHASER(S) accepts(s) existing elevation of buildings and flood zone designation of Property.

4. LAND USE DISCLAIMER: Land use regulations are unpredictable and constantly changing. The Property is subject to a Comprehensive Land Use Plan for the jurisdictions in which it is located. The use of the Property may also be affected by restrictive covenants, easements, zoning restrictions, or other land use restrictions. PURCHASER(S) is/are also advised that if the Property lies within the boundary of a municipality, it may be subject to land use restrictions of both the municipality and the County. PURCHASER(S) should contact the appropriate government agencies to determine how the use of the Property is affected by the Comprehensive Land Use Plan and zoning restrictions. This Contract is not contingent upon any land use issue, PURCHASER(S) accept(s) the Property subject to all current covenants, restrictions, and easements of record, and government land use regulations, unless specifically stated otherwise in this Contract.

   SELLER makes no representations regarding whether the Property is suitable for PURCHASER(S) intended use of the Property. SELLER disclaims any liability regarding covenants, restrictions, and easements of records and government land use regulations. PURCHASER(S) release SELLER from any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government land use regulations, or any other statements or representations regarding the use or potential use of the Property.

5. PURCHASER(S) ACKNOWLEDGE AND AGREE THAT THE PURCHASE AND SALE OF THE PROPERTY CONTEMPLATED BY THIS CONTRCT IS "AS-IS" WITH ALL FAULTS, PATENT AND LATENT, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR PARTICULAR PURPOSE , OR WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, PROPERTY VALUE, OPERATING HISTORY, OR ANY OTHER MATTER OR THING RELATING OT OR AFFECTING THE PROPERTY, PURCHASER(S) REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER(S) CONSULTANTS, AND UPON CLSING, SHALL ASSUME THE RISK OF ALL ADVERSE MATTERS. NO CONDITIONS OR CONTINGENICES EXIST WITH REGARD TO PURCHASER(S) PERFORMANCE, EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT.

DISCLOSURE ADDENDUM (INCLUDING PAGE FOR RESIDENTIAL)

6. ENERGY BROCHURE: PURCHASER(S) acknowledge(s) receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

7. LEASE-BASED PAINT: If the property includeS pre-1978 residential housing a lead-based pain rider is mandatory.

8. HOMEOWNERS' ASSOCIATION/COMMUNITY DISLCOSURE: PURCHASER(S) SHOULD NOT EXECUTE THIS CONTRACT UNTIL PURCHASER(S) HAS/HAVE RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISLCOSURE, IF APPLICABLE.

   IF THE DISCLOSURE SUMMARY REQURIED BY §720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER(S) BEFORE EXECUCTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY PURCHASER(S) BY DELIVERING TO SELLER OR SELLER'S AGENT WRITTEN NOTICE OF THE PURCHASER(S) INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISLCOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER(S) RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

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10. SEWER; SEPTIC TANKS: It is the responsibility of the PURCHASER(S) to contact the appropriate utility department to determine if a sewer is currently in use. If the Property is on a septic tank system, it is the responsibility of PURCHASER(S) to contact the local health department regarding the continued use of that system.

EXHIBIT "A"
LEGAL DESCRIPTION

[INSERT LEGAL]

ADDENDUM "B" TO REAL ESTATE SALES CONTRACT

This Addendum to Real Estate Sales Contract (the "Addendum")is made part of that certain REAL ESTATE SALES CONTRACT (the "Agreement") of even date herewith by and between CAPITAL CITY BANK ("Seller") and GADSDEN COUNTY, a charter county and political subdivision of Florida, through its Board of County Commissioners (the "Board"), its successors and assigns ("Purchaser"). In the event of a conflict or inconsistency between this Addendum and the Agreement, the terms and conditions of this Addendum shall be deemed controlling. Unless otherwise indicated, capitalized terms used in this Addendum shall have the same meaning as given to such terms in the Agreement. In addition to the obligations of Seller and Purchaser contained in the Agreement, Seller and Purchaser hereby agree as follows:

1. Purchaser's obligation to close under the Agreement is contingent upon Purchaser receiving approval of a community development block grant for not less than $750,000 (the "Grant") and receipt of a property appraisal whose terms and valuations that are acceptable to the Purchaser. Purchaser intends to use the Grant so that $525,000 of the proceeds of the Grant would help pay the Purchase Price (as defined in the Agreement) and $225,000 of the proceeds of the Grant would be used to pay for improvements to retrofit the Property.

2. Purchaser agrees to complete and submit its application for the Grant on or before January 1, 2014, and shall deliver a copy of its application for the Grant to Seller no later than five (5) days after submission. In addition, Purchaser shall diligently, continuously, and in good faith pursue the Grant and notify Seller of the issuance of all letters and other written communications related to the Grant and enclose with such notification copies of such letters and communications. Seller shall use good faith efforts to assist Purchaser in its submittal of its application for the Grant, provided that Seller shall not be required to assist in a manner that would require Seller to incur any cost or expense or affect Seller's rights in the Property prior to Closing. Purchaser will otherwise keep Seller apprised of all developments, schedules and approvals related to the Grant. If Purchaser fails to submit the Application when required or otherwise fails to perform any known obligations associated with the Grant under this paragraph , Seller may at its option terminate this Contract by written notice to Purchaser whereupon any earnest money being held will be disbursed to Seller without further action or notice and this Contact shall automatically become null and void, and of no further force or effect, except for the obligations of Purchaser that expressly survive hereunder.

3. If this Agreement is still in effect and the Grant has not been approved on or before March 1, 2014, then either party may cancel this Contract by delivering written notice to the other, in which case any earnest money being held will be refunded to Purchaser and this Contract shall automatically become null and void, and of no further force or effect, except for the obligations of Seller and Purchaser that expressly survive herein.

4. This Addendum may be executed in multiple counterparts, and delivered by facsimile, in a legally binding manner

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and sealed as of the day and year first above written.

_____
Witness as to Seller

_____
Printed Name

_____
Witness as to Seller

_____
Printed Name

SELLER:

CAPITAL CITY BANK
By: _____
Name: _____
Title: _____

Date: _____

_____
Witness as to Purchaser

_____
Printed Name

_____
Witness as to Seller

PURCHASER:

GADSDEN COUNTY, FLORIDA
By: _____
Name: _____
Title: _____

APPROVED AT PUBLIC HEARING:

ATTEST:

_____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
By: _____

GADSDEN COUNTY, FLOIRDA
BY ITS BOARD OF COUNTY
COMMISSIONERS
By: _____
Name: _____
Title: _____

Date Executed: _____

County Attorney

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract (the "Contract") is entered into by and between the undersigned Purchaser and the undersigned Seller wherein Purchaser agrees to buy, and Seller agrees to sell, all that tract of land and improvements described as follows:

23617 Blue Star Highway

(See attached: Exhibit A for legal description and Addendum B detailing purchase conditions associated with the community development block grant to be utilized to fund the purchase by Purchaser.)

Including buildings, structures and all improvements there on, all lighting fixtures thereto, an all heating, water heating, and plumbing equipment therein, and also all plants, trees and shrubbery now on the premises (the "Property").

The purchase price of the Property shall be $525,000 the ("Purchase Price") to be paid as follows: CASH AT CLOSING (or through such financing as Purchaser shall obtain, including possible financing through the Seller-bank, although financing is not a condition of closing, and Purchaser hereby acknowledges and confirms that under no circumstances is financing through the Seller-bank guaranteed).

Seller hereby acknowledges Purchaser has paid to Seller $0.00 as earnest money deposit.

Seller makes NO WARRANTIES as to the condition of the Property or the status of the title of the Property. Purchaser will, at Purchaser's expense, conduct appropriate inspections of the property within ten (10) days of the Effective Date (the "Inspection Period"). After inspection, Purchaser shall deliver written notice to Seller of Purchaser's determination that the property is, or is not, acceptable within fifteen (15) days of the Effective Date. Purchaser will not engage in any activity that could result in a mechanic's lien being filed against the property without Seller's prior written agreement. Purchaser shall be responsible for any damages caused by such tests or inspections. If Purchaser determines, in Purchaser's sole discretion, that the property is not acceptable to Purchaser, Purchaser may terminate this contract by delivering to Seller a written notice of termination. Any such notice of termination shall be delivered to Seller no later than 5:00 p.m. on or before the day that is fifteen (15) days after the Effective Date. If such notice of termination is timely delivered, this Contract, and the rights and obligations of the parties shall terminate, except as to those obligations which expressly survive the termination or closing of this Contract. If Purchaser elects to terminate this Contract as provided hereinabove, Purchaser shall furnish Seller (at no cost to Seller) with copies of all tests, surveys, environmental audits and any other reports (collectively the "Due Diligence Materials") obtained by Purchaser during the Inspection Period, which obligation on the part of Purchaser shall survive the termination of this Contract.

No wood destroying organism, well, septic or other inspection has been performed by Seller and none are required. This sale is "AS IS" and title will be conveyed by Seller to Purchaser(s) by way of a "Special Warranty Deed."

Should Purchaser desire to examine title to the Property, Purchaser may do so at its own expense within twenty (20) days of the Effective Date hereof (the "Title Objection Period"), and shall be entitled to a refund of the earnest money paid, if any, unless Seller is willing and able to correct any title problems prior to closing. If Seller has an owner's policy of title insurance, or any other title insurance information, covering the property, a copy shall be furnished to Purchaser within five (5) days of the Effective Date hereof. Title problems include any encroachments or other problems revealed by any survey of the property that may be conducted by Purchaser. Title problems or defects constitute grounds for Purchaser to terminate this Contract as hereinafter provided. However, Purchaser's failure to notify Seller of any title objection within the Title Objection Period shall constitute a waiver of such title matters and an agreement by Purchaser to purchase the property subject to the same, in which case all such matters shall be deemed "Permitted Exceptions" hereunder. If Seller, at Seller's sole option and in its sole discretion, elects not to cure any such title defect, Purchaser, within five (5) days of Seller's notification to Purchaser of Seller's election not to cure said defects, shall have the option of notifying Seller that it intends to (i) waive such title defect(s) (in which case all such matters shall be deemed permitted exceptions hereunder) and proceed to closing without diminution of the Purchase Price or (ii) terminate this Contract. Purchaser's failure to notify Seller that it he elected to terminate the Contract within the foregoing five (5) day period shall constitute notice that Purchaser has elected (i) hereinabove and waived such title defect(s). If Seller elects to cure a title defect, then Seller shall have a reasonable amount of time within which to clear the same at Seller's expense. Without limiting Seller's right to choose not to cure any title objection in its sole discretion, Purchaser agrees that Seller shall have no obligation to remove, modify or otherwise cure taxes for the current and subsequent years; easements, reservations, and restrictive covenants of record; special assessments and those accruing hereafter; and zoning and other governmental restrictions. Upon Purchaser's termination of the Contract in accordance with (ii) of this Paragraph, Purchaser shall be entitled to a refund of the earnest money paid and Seller shall be released from further rights and obligations hereunder.

Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as they are on the Effective Date (as hereinafter defined), normal wear and tear excepted. However, should the Property be destroyed or substantially damaged before the Closing, then at the election of the Purchaser, the Contract may be canceled and the earnest money, if any, returned to the Purchaser by Purchaser delivering to Seller written notice of termination of the Contract. This election to terminate the Contract must be exercised within ten (10) days after the amount of the Seller's damage is determined and communicated to Purchaser or such termination right shall automatically be deemed waived by Purchaser.

If sale under this Contract is not timely consummated due to fault or election of Purchaser, except as otherwise set out herein, the earnest money, if any, shall be forfeited by Purchaser and retained by Seller as liquidated damages.

Time is of the essence in this Contract.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

The following stipulations shall, if conflicting with printed matter, control:

1. County and City property taxes and any assessments on the Property will be prorated at closing. Currently due and past due tax bills, if any, shall be deducted from Seller's gross proceeds and paid in full at closing.;
2. The consummation of the transaction contemplated by this Contract shall occur on or before March 31, 2014, at 5:00 p.m.
3. Possession of the Property shall be delivered by Seller to Purchaser no later than the date of closing.
4. Seller shall pay for Florida Real Estate Tax a/k/a documentary stamp taxes and Seller's attorny fees; and
5. Purchaser shall pay for all other closing costs including, but not limited to, any and all loan closing costs.

Purchaser acknowledges receipt of the Disclosure Addendum attached hereto and incorporated herein by reference.

This Contract shall be regarded as an offer by the Purchaser or Seller first executing this Contract and is open for acceptance by the other until 5 o'clock p.m. on the following day; by which time written acceptance of such offer must have been made. The "Effective Date" hereof shall be deemed to be the date of the last party's execution hereof.

Seller warrants, represents and agrees as follows:

1. Seller has not received written notification of any violation of any governmental law or regulation regarding the Property including, but Seller makes no warranties or representations as to the compliance of the property with any such laws, and if Purchaser has any questions or concerns about the Property, then purchaser is encouraged to undertake its own investigations of same during the Inspection Period.
2. To Seller's knowledge, there are no management, service, equipment, supply, labor, maintenance or similar agreements arising from Seller with respect to or affecting all or any part of the premises which shall be binding on the Purchaser.
3. To Seller's knowledge, the Seller has paid in full prior to closing any and all outstanding bills and invoices of any kind arising from Seller relating to the premises which may become binding upon the Purchaser after closing, except for taxes for the current and subsequent years.
4. To Seller's knowledge, there is no action, suit, proceeding or investigation pending against the Seller with respect to this agreement, the sale contemplated hereby, all or any part of the premises or the ownership thereof, in any court or before any governmental instrumentality.
5. To Seller's knowledge, there are not underground storage tanks at or servicing the premises, but Seller makes no warranties as to the existence or nonexistence of such underground storage tanks, and if Purchaser has any questions or concerns about the existence of any underground storage tanks

on the Property, then Purchaser is encouraged to undertake its own investigations of same during the Inspection Period.

As used herein the term “Seller’s knowledge” shall mean only that information that is presently possessed, without independent investigation, by Emory Mayfield, in his capacity as Senior Vice President of Seller, and shall not include any imputed knowledge or any information that is possessed by Seller’s agents, contractors, licensees, borrowers, lenders or any other third parties. The words "actual notice", "written notice", or "actual written notice" will mean only that written notice received by Emory Mayfield and do not include any such notice whether oral or written received by any agents, contractors, licensees, or third parties or any constructive notice of information not physically received by Seller.

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1. Deliver to Purchaser a duly executed Special Warranty Deed in recordable form, conveying fee simple title to the property and all rights appurtenant, subject to the Permitted Exceptions. Seller shall also deliver possession of the property.
2. Seller shall provide evidence of good standing, and authority and shall deliver standard affidavits, in form and content reasonably acceptable to Seller, in order to delete the standard title exceptions for mechanics liens, parties in possession and to delete the “gap”.
3. Deliver to Purchaser a closing settlement statement reflecting the financial provisions of the closing, consistent with the provisions of this contract.

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2. Deliver to Seller a closing settlement statement reflecting the financial provisions of the closing, consistent with the provisions of this contract.
3. Purchaser shall deliver such other documents as are reasonably necessary to consummate this transaction, including a duly executed resolution authorizing the closing of the transaction by the Purchaser required by this Contract as a title company may reasonably require.

Any notices required to be sent in conjunction with the Contract should be sent by United States Mail (certified – return receipt), facsimile or e-mail at the addresses in the signature blocks hereinafter. For purposes of notice, the same shall be received on the date reflected on the return receipt or on the date of the facsimile or e-mail (if either occurs after 5:00 p.m., the following weekday shall be deemed the date of receipt). Delivery of any written notice to any party’s agent will be deemed delivery to that party.

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CAPITAL CITY BANK, Seller

Signed this ____ ay of _____, 2013

_____

By: Emory Mayfield
Director Special Assets
Attention: Sterling Bryant
Post Office Box 900
Tallahassee, Florida 32302
Facsimile: (850) 402-8029
E-mail: Mayfield.emory@ccbg.com

Signed this ____ day of _____, 2013

_____

For Gadsden County, Florida,
Purchaser

Signed this ____ day of _____, 2013

_____

,

Address: _____

_____

Facsimile: _____

E-mail: _____

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The following disclosures are required to be made by the laws of the state where the property is located.

1. RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to 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 your county health department.

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   SELLER makes no representations regarding whether the Property is suitable for PURCHASER(S) intended use of the Property. SELLER disclaims any liability regarding covenants, restrictions, and easements of records and government land use regulations. PURCHASER(S) release SELLER from any liability regarding statements or representations regarding covenants, restrictions, and easements of record, government land use regulations, or any other statements or representations regarding the use or potential use of the Property.

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EXHIBIT "A"
LEGAL DESCRIPTION

[INSERT LEGAL]

ADDENDUM "B" TO REAL ESTATE SALES CONTRACT

This Addendum to Real Estate Sales Contract (the "Addendum")is made part of that certain REAL ESTATE SALES CONTRACT (the "Agreement") of even date herewith by and between CAPITAL CITY BANK ("Seller") and GADSDEN COUNTY, a charter county and political subdivision of Florida, through its Board of County Commissioners (the "Board"), its successors and assigns ("Purchaser"). In the event of a conflict or inconsistency between this Addendum and the Agreement, the terms and conditions of this Addendum shall be deemed controlling. Unless otherwise indicated, capitalized terms used in this Addendum shall have the same meaning as given to such terms in the Agreement. In addition to the obligations of Seller and Purchaser contained in the Agreement, Seller and Purchaser hereby agree as follows:

1. Purchaser's obligation to close under the Agreement is contingent upon Purchaser receiving approval of a community development block grant for not less than $750,000 (the "Grant") and receipt of a property appraisal whose terms and valuations that are acceptable to the Purchaser. Purchaser intends to use the Grant so that $525,000 of the proceeds of the Grant would help pay the Purchase Price (as defined in the Agreement) and $225,000 of the proceeds of the Grant would be used to pay for improvements to retrofit the Property.

2. Purchaser agrees to complete and submit its application for the Grant on or before January 1, 2014, and shall deliver a copy of its application for the Grant to Seller no later than five (5) days after submission. In addition, Purchaser shall diligently, continuously, and in good faith pursue the Grant and notify Seller of the issuance of all letters and other written communications related to the Grant and enclose with such notification copies of such letters and communications. Seller shall use good faith efforts to assist Purchaser in its submittal of its application for the Grant, provided that Seller shall not be required to assist in a manner that would require Seller to incur any cost or expense or affect Seller's rights in the Property prior to Closing. Purchaser will otherwise keep Seller apprised of all developments, schedules and approvals related to the Grant. If Purchaser fails to submit the Application when required or otherwise fails to perform any known obligations associated with the Grant under this paragraph , Seller may at its option terminate this Contract by written notice to Purchaser whereupon any earnest money being held will be disbursed to Seller without further action or notice and this Contact shall automatically become null and void, and of no further force or effect, except for the obligations of Purchaser that expressly survive hereunder.

3. If this Agreement is still in effect and the Grant has not been approved on or before March 1, 2014, then either party may cancel this Contract by delivering written notice to the other, in which case any earnest money being held will be refunded to Purchaser and this Contract shall automatically become null and void, and of no further force or effect, except for the obligations of Seller and Purchaser that expressly survive herein.

4. This Addendum may be executed in multiple counterparts, and delivered by facsimile, in a legally binding manner

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and sealed as of the day and year first above written.

_____
Witness as to Seller

_____
Printed Name

_____
Witness as to Seller

_____
Printed Name

SELLER:

CAPITAL CITY BANK
By: _____
Name: _____
Title: _____

Date: _____

_____
Witness as to Purchaser

_____
Printed Name

_____
Witness as to Seller

PURCHASER:

GADSDEN COUNTY, FLORIDA
By: _____
Name: _____
Title: _____

APPROVED AT PUBLIC HEARING:

ATTEST:

_____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
By: _____
County Attorney

GADSDEN COUNTY, FLOIRDA
BY ITS BOARD OF COUNTY
COMMISSIONERS
By: _____
Name: _____
Title: _____

Date Executed: _____

PART I - INTRODUCTION

A SUMMARY APPRAISAL REPORT

BOCC P.O. # 13-234

OF

AN AUTOMOTIVE DEALERSHIP

LOCATED AT
23617 BLUE STAR HIGHWAY
QUINCY, FLORIDA
32351

AS OF

SEPTEMBER 23, 2013

FOR

MR. TOMMY BAKER
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 920
QUINCY, FL, 32353-0920

BY

STEPHEN A. GRIFFITH, MAI, SRA
CERT GEN 320
CHRISTOPHER D. JOHNSTON
CERT GEN 3152
BELL, GRIFFITH & ASSOCIATES, INC.
1679 METROPOLITAN CIRCLE
TALLAHASSEE, FLORIDA
32308

Bell, Griffith & Associates, Inc.
REAL ESTATE APPRAISERS AND CONSULTANTS
www.bellgriffith.com

JACK BELL, MAI (1913-1992)
STEPHEN A. GRIFFITH, MAI, SRA
Cert. Gen. RZ 320
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Cert. Gen. RZ 3152

1679 Metropolitan Circle
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JOE H. FOX, MAI (1934-2010)
CHARLES T. HART III
Cert Gen. RZ 1513
DANIEL SOLOMON
Cert Res. RD 2100

September 27, 2013

Mr. Tommy Baker
Gadsden County Board of County Commissioners
P.O. Box 920
Quincy, FL 32353

Re: BOCC P.O. # 13-234

Dear Mr. Baker:

In accordance with your request, we have prepared a summary appraisal of the automotive dealership facility located at 23617 Blue Star Highway, Quincy, Florida. The objective of this appraisal is to estimate the as is current market value of the subject as of September 23, 2013. The rights appraised consist of the fee simple interest.

No value is provided for any personal property or furniture fixtures and equipment. The following narrative report describes the property, its general neighborhood environment and our method of approach to the valuation problem. All factors which are considered relevant to the value estimate have been thoroughly analyzed and investigated.

This appraisal was prepared in accordance to the Uniform Standards of Professional Appraisal Practice (USPAP). This appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation. The following appraisal represents a summary appraisal format in accordance with SR 2-2(b).

-Continued-

This appraisal was not requested to be or is based on any minimum valuation, a specific valuation, or the approval of a loan. The value estimate is subject to the assumptions, limiting conditions and certificate found within this report. It is our opinion the market value of the subject property as of September 23, 2013, is:

SIX HUNDRED FIFTY THOUSAND DOLLARS*
($650,000)

If we may be of further assistance, please advise.

Sincerely,

Stephen A. Griffith, MAI, SRA
Cert Gen 320

Christopher D. Johnston
Cert Gen 3152

*Subject to Extraordinary Assumption

File No.:13268

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CERTIFICATION OF APPRAISAL

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Christopher D. Johnston made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- An Appraisal service has been provided on the subject property within the last three years, and this has been disclosed to the client.

As of the date of this report, Stephen A. Griffith has completed the continuing education program of the Appraisal Institute

Stephen A. Griffith September 27, 2013	Chris Johnston September 27, 2013
Stephen A. Griffith, MAI, SRA	Christopher D. Johnston
Cert Gen 320	Cert Gen 3152

EXECUTIVE SUMMARY

Subject Property:	The subject property consists of the automotive dealership facility located at 23617 Blue Star Highway in Quincy, Gadsden County, Florida.
Owner:	Gadsden County Board of County Commissioners P.O. Box 900 Tallahassee, FL 32302
Type of Appraisal:	Summary
Date Of Value:	September 23, 2013
Date Of Appraisal:	September 27, 2013
Client:	Gadsden County Board of County Commissioners
Purpose Of Appraisal:	Estimate as is current market value of the property
Use Of Appraisal:	It is our understanding this appraisal will be utilized to assist the client in the possible purchase of the subject.
Highest And Best Use:	As Vacant: Hold For Future Development As Improved: Existing Improvements
Zoning:	Commercial
Improvement Size:	14,990 Square Feet (Finished Area-4,946 Square Feet)
Age of Improvement:	Built in 1987
Area Of Site:	5.48 +/- Acres, or 238,709 square feet

FINAL INDICATED VALUE: $650,000

PART II – PREMISES OF APPRAISAL

IDENTIFICATION OF THE TYPE OF APPRAISAL AND REPORT FORMAT

The following narrative report describes the property, its general neighborhood environment and our method of approach to the valuation problem. All factors which are considered relevant to the value estimate have been thoroughly analyzed and investigated. This appraisal conforms to the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation. The following appraisal represents a summary appraisal format in accordance with SR 2-2(b).

LIMITING CONDITIONS

The following assumptions and limiting conditions apply to this appraisal report:

1. The legal descriptions and maps furnished to us are assumed to be correct.

2. No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable.

3. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or other restrictions existing in the subject property. The property is appraised as if free and clear under competent management.

4. No responsibility is assumed for hidden or unapparent conditions of the property, subsoils or structures which would render the property more or less valuable than an apparent comparable property.

5. Unless previous arrangements have been made, the appraisers are not required to give testimony attendance in court by reason of this appraisal.

6. The information and data supplied to the appraiser by others, and considered in the valuation, are from sources believed to be reliable, but no responsibility is assumed for their accuracy.

7. In this report, the distribution of the total valuation between land and improvements applies only under the existing program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

8. Possession of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the recipient, without the written consent of the appraisers. Disclosure of the contents of this report is governed by the By-Laws and regulations of the Appraisal Institute. Neither all nor part of the contents of this report (especially any conclusions as to value, and identity of the appraisers) shall be disseminated through advertising media, public relations media or any means of communication, without the prior written consent and approval of the authors.

9. In this appraisal assignment, the existence of potentially hazardous materials used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by: nor do we have any knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The existence of urea-formaldehyde insulation or other potentially hazardous waste material may have an effect on the value of the property. **We urge the client to retain an expert in this field.**

10. This appraisal was prepared in accordance to the Uniform Standards of Professional Appraisal Practice (USPAP). The following appraisal represents a summary appraisal format in accordance with SR 2-2(b). The appraisal assignment is not to be rendered on the basis of a requested minimum value or specific value, which would result in the pre-approval of a loan.

EXTRAORDINARY ASSUMPTION

We are not aware of the existence of any hazardous materials or waste on the subject property. However, this property has been used in the past for the storage and maintenance of automobiles. This appraisal is made subject to the extraordinary assumption that no such contamination exists on the subject site or surroundings. If such contamination does in fact exist, it could have a negative impact on our value conclusion, and we reserve the right to revise our value opinion.

INTENDED USE, INTENDED USERS AND CLIENT

The intended user and client is Gadsden County Board of County Commissioners. There are no other intended users. The purpose of this assignment is to estimate the as is current market value of the property as of September 23, 2013. It is our understanding this appraisal is to be used for loan underwriting and-or asset disposition decisions by the client.

PROPERTY RIGHTS APPRAISED

The estimate of market value expressed in this report represents the fee simple interest in the property. The subject is currently vacant.

DEFINITION OF FEE SIMPLE

Fee simple title is regarded as an estate without limitations or restrictions. It is possible to own all rights in a parcel of real estate or only a portion of them. A person or persons owning all of the rights is said to possess fee simple interest.

DATE OF VALUE

The date of the value estimate is September 23, 2013

DEFINITION OF MARKET VALUE

FDIC Market value Definition

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;
(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) A reasonable time is allowed for exposure in the open market;
(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. *

* 12 CFR Banks and Banking. Part 323.2, Appraisals

SCOPE OF THE APPRAISAL

In the appraisal process, the first step is to determine the type of property to be appraised. This is accomplished by physically inspecting the property. The subject property was inspected on September 23, 2013. During the inspection, the appraisers noted the physical characteristics of the property. The appraiser also inspected the site and surrounding neighborhood.

A neighborhood inspection is performed to determine the surrounding uses of properties as well as any external factors that may impact the subject property. This inspection can denote whether a neighborhood is going through a process of transition where property uses are changing. In addition, it is important to identify properties or uses which are offensive as they can have a detrimental effect on the subject property's value.

After the inspection was completed, the appraiser determined the market data needed to be collected to derive a value estimate by the three approaches to value. The three approaches to value are the cost approach, the sales comparison approach and the income capitalization approach. Each approach to value utilizes market derived data.

Market derived data used in the sales comparison approach is typically collected from public records and verified by one of the parties involved in the transaction. Cost data utilized in the cost approach typically comes from national cost estimation services or from known cost figures derived from similar properties constructed in the local market. Income and expense figures were compiled from on similar properties in the local market. Actual income and expense figures on the subject are preferred and considered the most accurate. Frequently however, the subject is an owner-occupied facility or is proposed construction necessitating the use of market-derived information.

The appraiser considers each of the three approaches to value, along with its strengths and weaknesses, but only the approaches that are considered reliable and applicable to the subject assignment are typically used and presented. If a method is not used, it is important to state the reason this method was not considered. In this assignment, the cost approach is not developed as it is considered the least reliable method of valuation given a lack of comparable land sales and the presence of significant economic obsolescence in the local market. We will develop the sales comparison and income approaches to value.

PART III - PRESENTATION OF DATA

IDENTIFICATION OF THE PROPERTY

The subject property consists of an automotive dealership facility located at 23617 Blue Star Highway in Quincy, Gadsden County, Florida. It is further identified as Tax Number 3-16-2N-3W-0000-00343-1000. There is a total of 14,990 square feet of gross building area which 4,946 square feet (33%) is finished, centrally heated and cooled office and sales space.

LEGAL DESCRIPTION

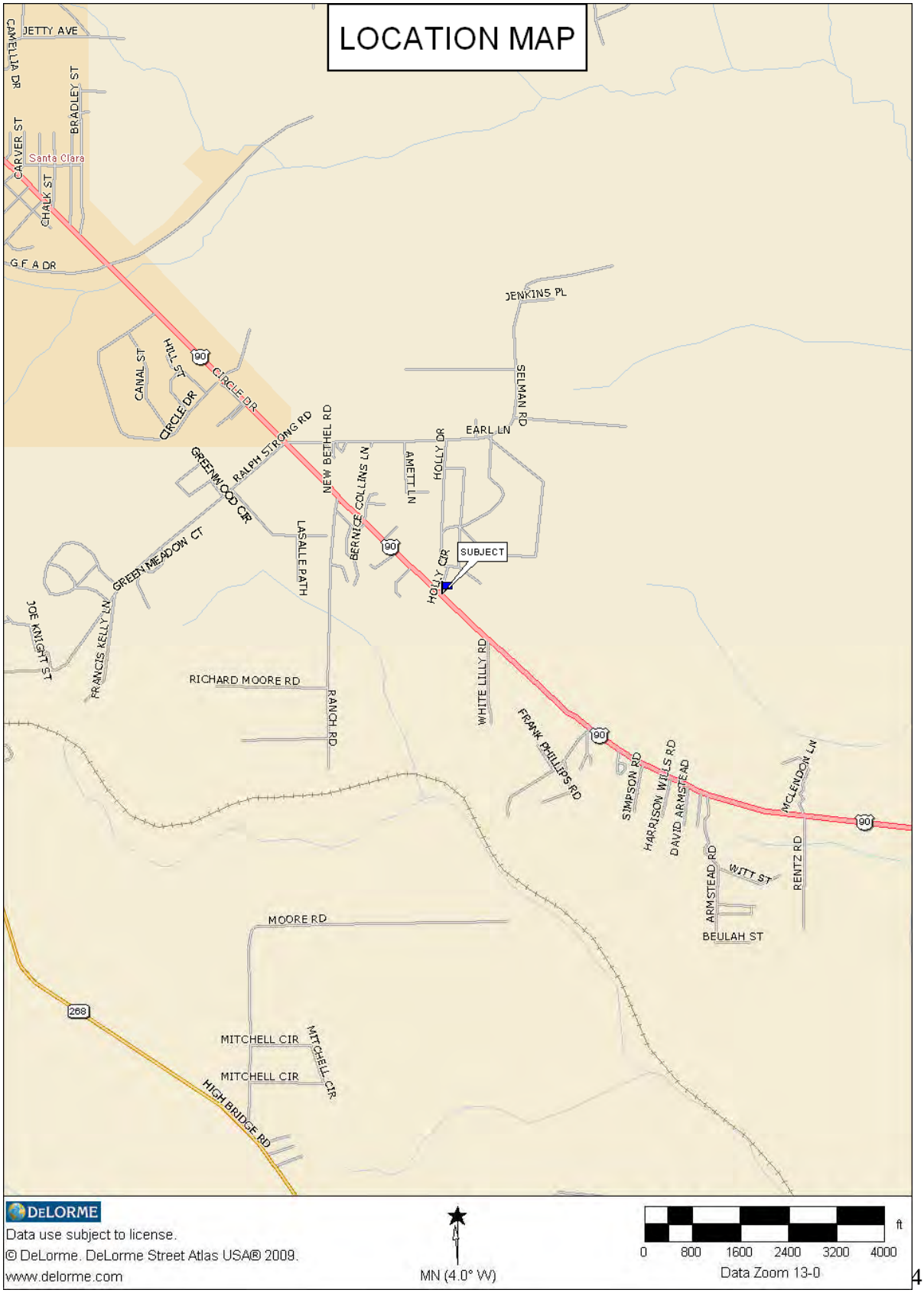
Please refer to the addenda for the legal description.

OWNER OF RECORD

Gadsden County Board of County Commissioners
P.O. Box 900
Tallahassee, FL 32302

SALES HISTORY/LISTINGS/LEASES

There are no market transactions within the last five years. Capital City Bank received the subject from Thomas Motor Cars on May 6, 2010. This was not an arm's length market transaction. This can be found in the Public Records of Gadsden County at Book 730, Page 1707. The subject is currently offered for sale at $799,000.


LOCATION MAP
JETTY AVE
CAMELLA DR
BRADLEY ST
CARVER ST
Santa Clara
CHALK ST
G F A DR
JENKINS PL
SELMAN RD
EARL LN
HILL ST
CANAL ST
CIRCLE DR
CIRCLE DR
RALPH STRONG RD
NEW BETHEL RD
HOLLY DR
AMETT LN
BERNICE COLLINS LN
GREENWOOD CIR
LASALLE PATH
GREEN MEADOW CT
SUBJECT
HOLLY CIR
JOE KNIGHT ST
FRANCIS KELLY LN
RICHARD MOORE RD
RANCH RD
WHITE LILLY RD
FRANK PHILLIPS RD
SIMPSON RD
HARRISON WILLS RD
DAVID ARMSTEAD
MCLENDON LN
ARMSTEAD RD
WITT ST
RENTZ RD
BEULAH ST
MOORE RD
MITCHELL CIR
MITCHELL CIR
MITCHELL CIR
HIGH BRIDGE RD
90
268
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Subject-Service Center/Offices-Front

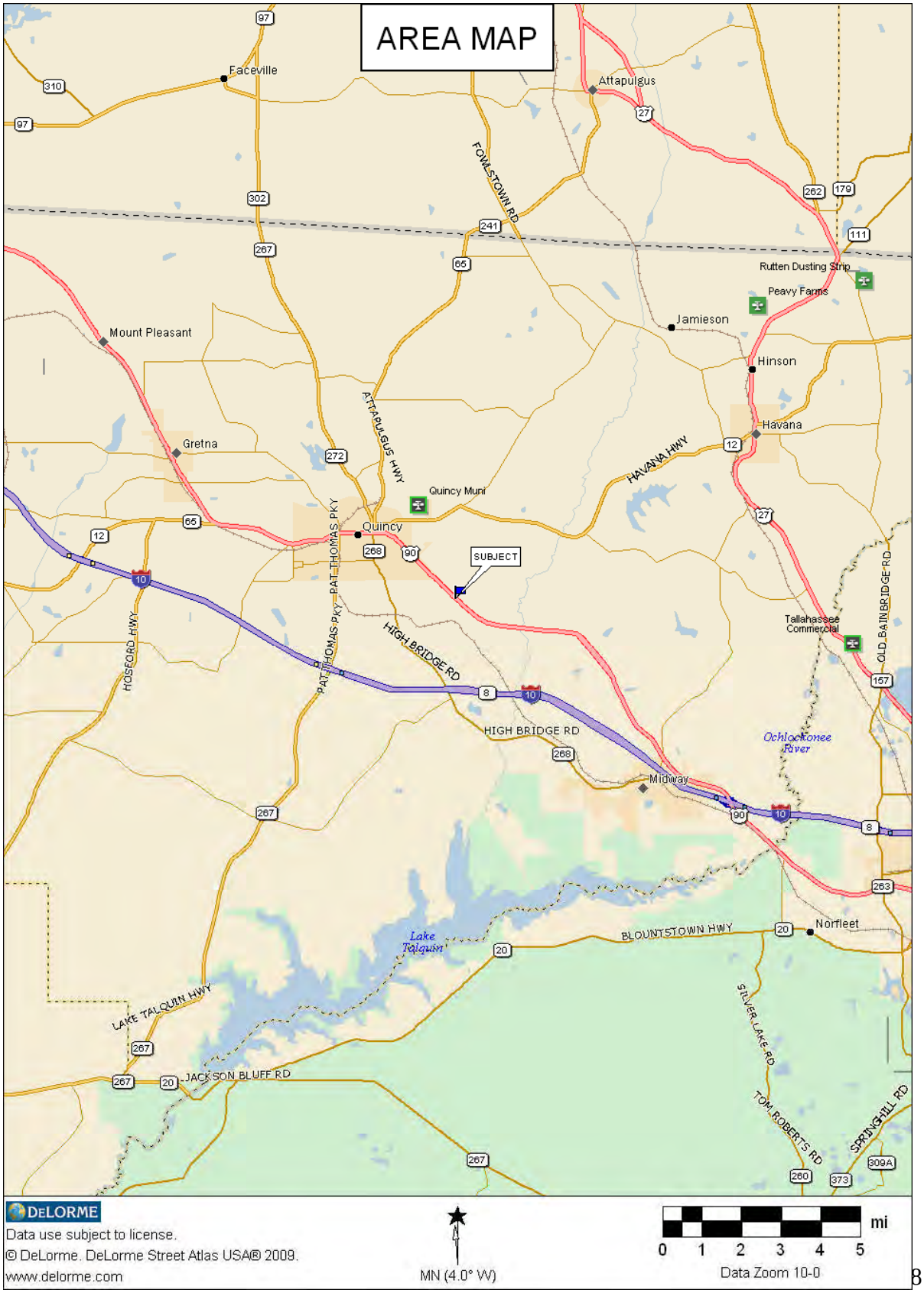
Subject-Service Center/Offices-West End

Subject-Sales Center

Subject-Sales Center

Subject-Parcel on West Side of Holley Drive

Subject-Street Scene-Blue Star Highway (US Highway 90)


AREA MAP
Faceville
Attapulgus
FOWLSTOWN RD
Rutten Dusting Strip
Peavy Farms
Jamieson
Mount Pleasant
Hinson
Havana
Gretna
ATTAPULGUS HWY
HAVANA HWY
Quincy Muni
Quincy
SUBJECT
PAT THOMAS PKY
HOSFORD HWY
HIGH BRIDGE RD
Tallahassee Commercial
OLD BAINBRIDGE RD
Ochlockonee River
Midway
Norfleet
BLOUNTSTOWN HWY
Lake Talquin
LAKE TALQUIN HWY
JACKSON BLUFF RD
SILVER LAKE RD
TOM ROBERTS RD
SPRINGHILL RD
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AREA ANALYSIS
TALLAHASSEE METROPOLITAN STATISTICAL AREA (MSA)

The city of Tallahassee and Leon County are predominately a governmental and university influenced economy. Historically, Tallahassee has had a relatively stable economy. Even during periods of national decline, the local economy has experienced minimal damage. The stability is due to high governmental employment, consisting of 36 percent of total local employment by industry. The unemployment rate for Leon County is reported at 8.2 percent as compared to a state average of 11.5 percent. Again, this is due to high governmental workforce.

The Tallahassee/Leon County area has the second highest percentage of population between the ages of 18 and 34 in the state at 37.0 percent and the smallest percentage aged 65 and older in the State of Florida. According to the Census, the population for Leon County in 2000 was reported at 239,452 with 2010 Census reporting a number of 275,487. This represents an increase of 15 percent. According to the Statistical Digest for year 2011 prepared by City of Tallahassee Planning Department, there were nearly 69,000 students enrolled for the Fall semester 2010 at the three largest institutions for higher learning in the County. The total enrollment at the three schools has nearly tripled since 1970, including increasing nearly two percent per year since 2000.

The overall level of residential building permits for new construction issued in Leon County declined in 2010. The number of new construction permits for detached single-family homes fell eight percent in 2010 after falling 23 percent in 2009. This trend has been nationwide. The value of commercial permits issued for new construction in 2010 was down fourteen percent when compared to 2009 levels. Adjusted for inflation, the value of commercial permits issued for new construction in 2010 was the lowest annual value since 1993.

The apartment vacancy rate in Tallahassee declined from 11.2 percent in September 2009 to 7.5 percent in September 2010. The average monthly rent is just over $900 with the average one bedroom renting for just over $650 per month and the average four bedroom renting for slightly more than $1,800 per month.

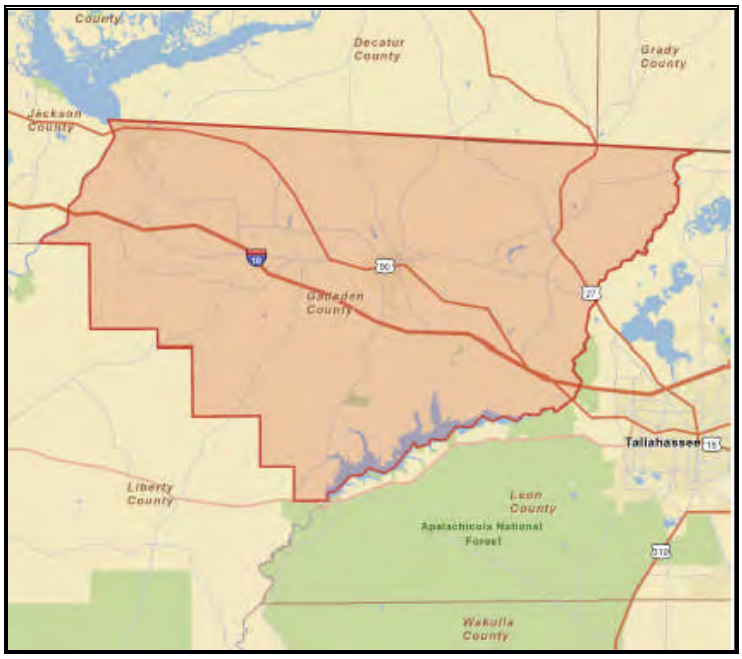
The median sales price of a detached single-family home in Leon County decreased 1.4 percent per quarter on average between first quarter 2006 and first quarter 2011. Over the past ten years, (first quarter 2001 to first quarter 2011) the median sales price increased on average 0.5 percent per quarter.

There were 1,476 mortgage foreclosure cases in Leon County in 2010 according to the Leon County Clerk of Courts (down 25.5% from 2009). Calendar year 2010 reversed the trend of four straight years of (double digit) increases in mortgage foreclosure cases in Leon County.

In conclusion, the Tallahassee – Leon County market is relatively stable. There have been some property value decreases which are typical of the state and national economies. Due to the number of colleges, universities and governmental employment, it is not considered likely there will be a dramatic negative impact on the local economy.

NEIGHBORHOOD DESCRIPTION-GADSDEN COUNTY

Gadsden County is located in North Florida, bordering the Georgia state line to the north and the Apalachicola River to the west. It is served by Interstate 10, U.S. Highways 27 and 90 and numerous state and county roads, including 12, 65, and 267. U.S. 90 is the principle east-west route and U.S. 27 is the principle north-south route. Interstate 10, beginning in Jacksonville and terminating in Los Angeles, has four interchanges in Gadsden County. The cities of Gadsden County are Quincy, the seat of county government, Havana, Chattahoochee, Greensboro, Gretna and Midway.



Agriculture is the base of the rural economy. Today, agribusiness is still strong with various farms and nurseries using the land for crops. About one half of the total land area is planted in timberland. The two major money crops are woody ornamentals and tomatoes. Tomatoes are grown on over 3,000 acres annually. Other crops such as squash, cucumbers, pole beans, cherry tomatoes, watermelons and mushrooms are also grown in the county and are sold to grocery store and restaurant distributors.

Quincy, Havana and Chattahoochee are municipal full-service providers and distributors of electricity, water, sewer, and natural gas. Talquin Electric Cooperative services Greensboro, Gretna, Midway, and the unincorporated areas. Talquin Electric also operates a water distribution system and a limiter sewer system serving Midway and unincorporated areas of the county. Greensboro and Gretna operate municipal water distribution systems.

Population

1990 Population 41,105
2000 Population 45,087 1990-2000 Annual Rate 0.93%
2010 Population 49,758 2000-2010 Annual Rate 0.97%
2015 Population 51,341 2010-2015 Annual Rate 0.63%
Currently, the population is 47.9 percent male and 52.1 percent female.

Households

1990 Households 13,405
2000 Households 15,867 1990-2000 Annual Rate 1.7%
2010 Households 17,501 2000-2010 Annual Rate 0.96%
2015 Households 18,202 2010-2015 Annual Rate 0.79%
Average household size is currently 2.63, compared to 2.69 in the year 2000. The number of families in the current year is 12,423 in the market area.

Housing

Currently, 65.9 percent of the 20,377 housing units in the market area are owner occupied; 20.0 percent, renter occupied; and 14.1 percent are vacant. In 2000, there were 17,703 housing units - 69.9 percent owner occupied, 19.7 percent renter occupied and 10.4 percent vacant. The rate of change in housing units since 2000 is 1.38 percent. Median home value in the market area is $92,155, compared to a median home value of $157,913 for the U.S. In five years, median home value is projected to change by 3.79 percent annually to $110,984. From 2000 to the current year, median home value changed by 4.08 percent annually.

Median Household Income

1990 Median HH Income $19,985
2000 Median HH Income $31,320 1990-2000 Annual Rate 4.6%
2010 Median HH Income $38,159 2000-2010 Annual Rate 1.95%
2015 Median HH Income $43,876 2010-2015 Annual Rate 2.83%
Current median household income is $38,159 in the Gadsden County market area, compared to $54,442 for all U.S. households.

Per Capita Income

1990 Per Capita Income $8,597
2000 Per Capita Income $14,499 1990-2000 Annual Rate 5.37%
2010 Per Capita Income $17,665 2000-2010 Annual Rate 1.95%
2015 Per Capita Income $19,496 2010-2015 Annual Rate 1.99%
Current per capita income is $17,665 in the Gadsden County market area, compared to the U.S. per capita income of $26,739.

Average Household Income

1990 Average HH Income $25,997
2000 Average HH Income $39,195 1990-2000 Annual Rate 4.19%
2010 Average HH Income $46,803 2000-2010 Annual Rate 1.75%
2015 Average HH Income $51,249 2010-2015 Annual Rate 1.83%
Current average household income is $46,803 in this Gadsden County market area, compared to $70,173 for all U.S. households.

2010 Households by Income

Household Income Base 17,501

< $15,000	19.5%
$15,000 - $24,999	13.7%
$25,000 - $34,999	12.5%
$35,000 - $49,999	16.8%
$50,000 - $74,999	21.1%
$75,000 - $99,999	9.0%
$100,000 - $149,999	5.4%
$150,000 - $199,999	1.1%
$200,000+	0.9%

Average Household Income $46,803

Population by Employment

Total Businesses 1,524

Total Employees 20,496

Currently, 87.1 percent of the civilian labor force in the identified market area is employed and 12.9 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 89.9 percent of the civilian labor force, and unemployment will be 10.1 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent and 8.8 percent will be unemployed. In 2000, 56.6 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.1 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is a total 18,616:

· 50.9 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
  - Management/Business/Financial 11.0%
  - Professional 17.0%
  - Sales 8.5%
  - Administrative Support 14.4%

· 25.5 percent in service jobs (compared to 17.3 percent of U.S. employment)

· 23.6 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)
  - Farming/Forestry/Fishing 3.0%
  - Construction/Extraction 7.0%
  - Installation/Maintenance/Repair 4.0%
  - Production 3.9%
  - Transportation/Material Moving 5.7%

In 2000, 74.2 percent of the market area population drove alone to work, and 1.8 percent worked at home. The average travel time to work in 2000 was 29.3 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

· 21.2 percent had not earned a high school diploma (14.8 percent in the U.S.)

· 40.0 percent were high school graduates only (29.6 percent in the U.S.)

· 5.6 percent had completed an Associate degree (7.7 percent in the U.S.)

· 10.4 percent had a Bachelor's degree (17.7 percent in the U.S.)

· 6.0 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

NEIGHBORHOOD -CONCLUSION

In summary, Gadsden County has a predominantly agrarian economy with a labor force of low to moderate-income workers. The local economy is expected to continue to have moderate changes in employment and similar population growth consistent with the slower trends of the past. The area currently has a steady growth rate and is projected to have a stable economic base. Presently, no dramatic changes in the economy are expected or projected. The local economy will continue to expand, but will probably maintain an unemployment rate which is higher than the state average. Due to the nature of the economy, real estate in general should remain stable with supply and demand of property appreciating at a gradual rate.

SITE ANALYSIS

The subject site is located at 23617 Blue Star Highway. Vacant sites such as the subject are generally purchased on a per square foot basis. A few are purchased on a per square foot of gross building area. However, the amount of space allowed on a site can vary greatly and until all permits are in place, the square footage allowable is uncertain. The following information describes the physical characteristics of the subject property.

Site Description:	The site is approximately 5.48 +/- acres, and irregular in shape. The subject site is split by Holley Drive. (See Plat) The subject has a total of approximately 475 feet of frontage on the north side of Blue Star Highway.
Topography/Drainage:	The subject is located in Flood Zone "X", a non flood prone area. The subject can be found on FIRM Panel No.: 12039C0233/C, dated August 18, 2009. The subject is not located in a designated wetlands area.
Soil and Sub-Soil:	No soil test was performed, however, based on existing and surrounding construction there appear to be no sub-soil conditions which would limit the development of the site. However, professional soil tests should be obtained before development.
Utilities:	All Available
Access:	Direct access is provided via Holley Drive off of Blue Star Highway
Proximity of Hazards:	No environmental hazards were observed. *However, the appraisers are not experts in the field of environmental contamination and recommend the services of a professional. This appraisal is made subject to the extraordinary assumption that there is no environmental contamination on the subject site.*
Zoning:	Commercial
Site Improvements:	The site is improved with two buildings with a total of 14,990 SF of gross building area. There is also chain link fencing and asphalt paving on approximately 95% of the site.

Lot 22
Lot 27
Lot 29
George Madry Ck
Holly Cir
Pontiac Dr
Earl Ln
154.96
147.92
146.10
149.84
161.62
200.00
62.86
18.79
385.68
363.51
646.10
175.21
164.64
177.30
1134.15
1002.24
861.83
636.72
104.31
340.13
109.68
463.84
201.67
193.05
206.76
213.77
145.2
192.06
109.09

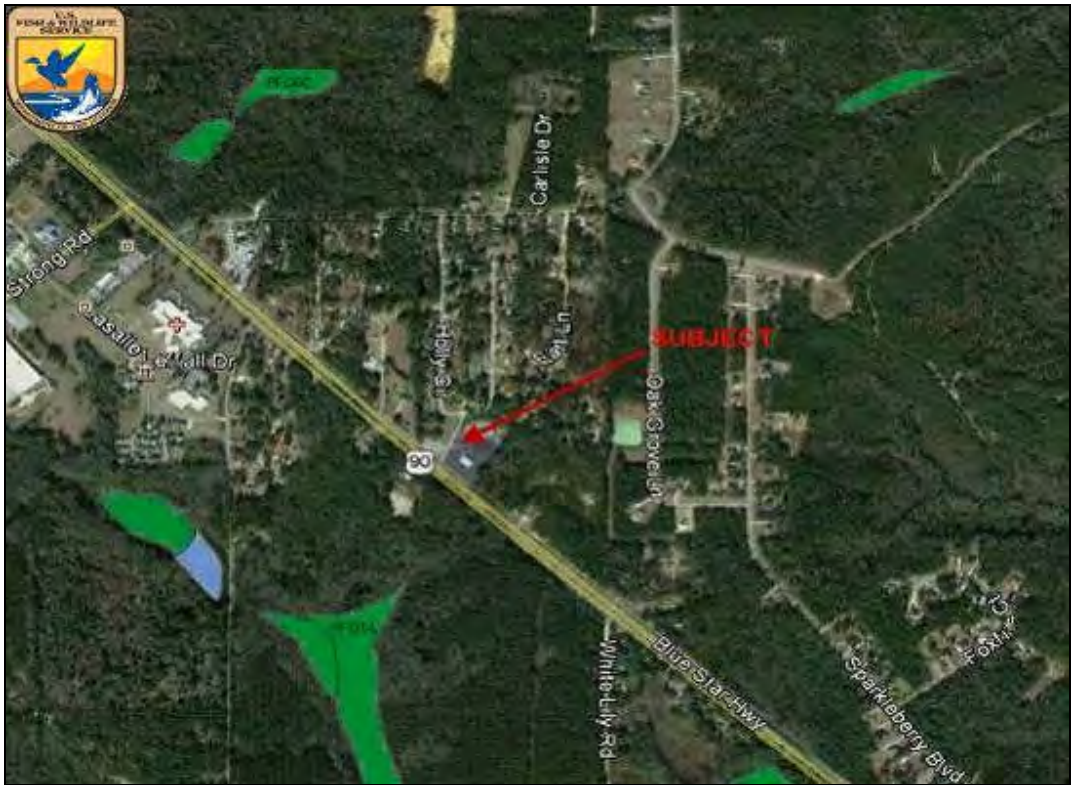
25

Lot:27
Lot:29
George Madry
Holly Cir
Pontiac Dr
154.96
147.92
146.10
149.84
121.10
121.10
63.85
124.35
62.86
149.84
161.62
200.00
18.79
463.84
201.67
385.68
193.05
206.76
363.51
177.30
175.21
164.64
646.10
104.31
340.13
294.71
109.68
1134.15
1002.24
861.83
779.47
636.722
342.68
187.35
354.73
402.63
22.82
219.51
188.17
140.00
145.2
306.67
192.06
213.77
299.0
306.6

FLOOD MAP

E Jefferson St
Circle Dr
Hilltop Dr
Carlisle Dr
Strong Rd
HUC 3120003
SUBJECT
90
Blue Star Hwy
Sparkleberry

WETLANDS MAP



BIRD'S EYE VIEW-FACING NORTH

SITE ANALYSIS (Continued)

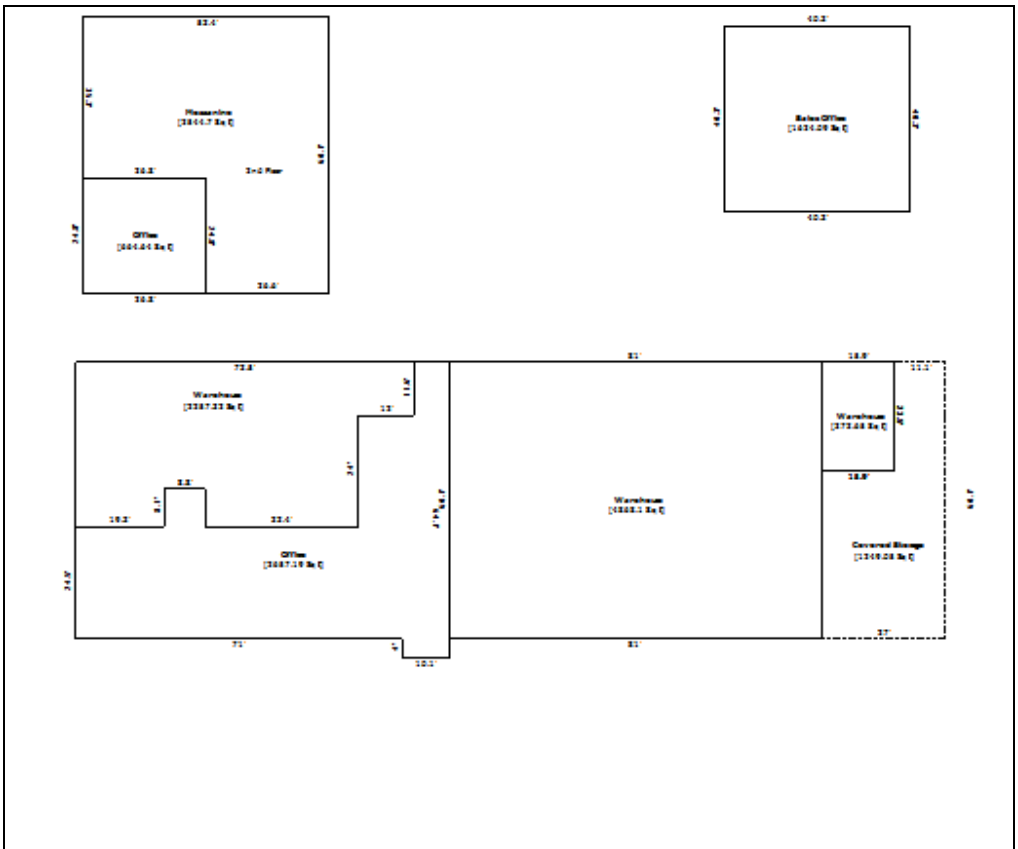
Economic and Location Factors:	There are many sites which are comparable to the subject within the neighborhood. There are no known external factors which negatively impact the property.
Surrounding Land Uses:	A variety of light industrial, retail, and general commercial uses. Residential uses are interspersed throughout the neighborhood.
Easements:	None identified which impact subject value.

DESCRIPTION OF IMPROVEMENTS

The improvement consists of a two-story office/service center and a sales office. The total gross building area is 14,990 square feet of which 4,946 square feet (33%) is finished, centrally heated and cooled office space, and 10,044 square feet is average quality warehouse/mezzanine space. A detailed breakdown of buildings is provided below. *It is noted that the covered storage at the east end of the office/service center, the covered portico at the front of the office/service center, and the covered wraparound porch on the sales center, are not considered in these square footage calculations. The 1,249 SF of covered storage at the east end of the office/service center will be given a contributory value.*

First Floor Warehouse Space:	7,499 SF
First Floor Office Space:	2,657 SF
Second Floor Office Space:	665 SF
Second Floor Mezzanine:	2,545 SF
Gross Building Area:	13,366 SF
PLUS	
Sales Office:	1,624 SF
Total GBA	**14,990 SF**

Foundation/ Footings:	Concrete Slab.
Roof:	Pre-engineered metal building roofing system by metal building manufacturer: metal roofing panels, gutters and downspouts.
Walls:	Metal.
Doors/Windows:	Exterior doors are metal and glass in metal frames. There are 13 steel roll up doors.
Flooring:	Exposed slab in the warehouse area. Commercial grade carpeting, tile, parquet and vinyl in the finished areas.
Ceiling:	Exposed beams in the warehouse and mezzanine areas. Acoustical drop tiling and drywall in the finished areas.
Plumbing:	Assumed Adequate
Electrical:	Per southern standard code.



TOTAL Sketch by la mode, Inc.

Area Calculations Summary

Living Area	
Mezzanine	2544.7 Sq ft
Sales Office	1624.09 Sq ft
Covered Storage	1249.05 Sq ft
Warehouse	4868.1 Sq ft
Warehouse	373.65 Sq ft
Warehouse	2257.32 Sq ft
Office	664.64 Sq ft
Office	2657.19 Sq ft
Total Living Area (Rounded):	**16239 Sq ft**

DESCRIPTION OF IMPROVEMENTS (Continued)

Functional Utility:	Based on our inspection of the subject property, the design of the building is considered to be functionally suitable with no inadequacies.
Actual Age:	The improvements to the property were reportedly originally constructed in 1987. The actual age of the subject is 25 years and the improvements display an effective age of 21 years. The subject improvements have a total economic life that is estimated at fifty to sixty years.

ZONING - COMPREHENSIVE PLAN

The subject is zoned Commercial by Gadsden County. The subject is a legal and conforming use. This category allows for a wide variety of commercial and industrial uses including general and high intensity commercial.

TAX ASSESSMENT

The subject property is identified as Tax Number 3-16-2N-3W-0000-00343-1000. The 2012 assessment data is provided below:

2012 TAX ASSESSMENT	
Building:	$196,950
Land:	$60,280
Misc:	$51,100
Taxable Value:	$308,330
Millage Rate:	.0166654
Gross Tax Liability	$5,138.44
Discounted Amount:	$4,932.90

Real estate taxes are due and payable without penalty or discount in March of the year following assessment. Discounts are offered for early payment with the discount beginning at four percent in November and decreasing one percent each month until March of the following year. The subject's 2012 tax liability is $5,138.44. Taking into account the 4% discount, taxes would be $4,932.90 if paid in November of 2012. The subject's 2012 taxes have been paid at the four percent discounted rate. There are no delinquent taxes from previous years.

Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
GADSDEN CO BOARD OF CO COMM	8.9064	308,330	0	$308,330	$2,746.11
SCHOOL-REQUIRED LOCAL EFFORT	5.2210	308,330	0	$308,330	$1,609.79
SCHOOL-DISCRETIONARY	2.4980	308,330	0	$308,330	$770.21
NW FLORIDA WATER MGT DIST	0.0400	308,330	0	$308,330	$12.33
Total Millage	16.6654	Total Taxes		$5,138.44	

MARKETABILITY AND MARKETING TIME

Marketing Time is defined as:

1. The time it takes an interest in real property to sell on the market sub-sequent to the date of an appraisal.
2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

Source: The Appraisal of Real Estate 5th edition, The Appraisal Institute

The definition of "Market Value" is defined in a prior section of this report and contains implications in the marketability of the subject property. The appraisal should estimate the cash price that might be received upon exposure to the open market for a reasonable time, considering the property type and local market conditions.

A typical marketing period for properties such as the subject, unencumbered, given its location and property characteristics, is estimated to be between twelve and twenty four months. This time period is supported by conversations with investors and commercial brokers specializing in this type property. Marketing expenses paid to a broker for a property of this type is typically seven to ten percent and negotiable between seller and broker. We spoke with local brokers about the subject’s marketing time. These brokers have extensive experience in the commercial market, and specifically in Gadsden County. The consensus opinion is that the subject’s most likely marketing time, if priced at market, would be between twelve and twenty four months.

An investor or owner-user would typically purchase the subject. In the direct sales comparison approach, individuals or groups as described above purchased properties most similar to the subject. Typical financing for properties of this type are through local commercial banks with interest rates ranging from 6.50% to 8.50% depending on terms and discount points. Loan to value ratios range from 50% to 70%, with fifteen to twenty year amortization periods.

EXPOSURE TIME

Exposure time is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions")

Source: The Appraisal of Real Estate 5th edition, The Appraisal Institute

Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented.

A property's exposure time refers to the amount of time that transpired from listing at a market price until the sale date. This relates to a historic time. With regard to the exposure time for properties such as the subject, not only is the immediate neighborhood studied but also surrounding neighborhoods that are considered to directly compete with the subject neighborhood. With respect to this property type, the entire north Florida market is considered appropriate. Past sales indicate an exposure time from listing to sale of twelve to twenty four months when priced at market. We also discussed the subject's exposure time with local brokers. These brokers have extensive experience in the commercial market, and specifically in Gadsden County. The consensus opinion is that the subject's most likely exposure time, if it was priced at market, would have been between twelve and twenty four months.

PART IV – ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE

Highest and best use is defined as:

> "The reasonable and probable use that supports the highest present value, as defined, as of the effective date of the appraisal."

Alternatively:

> "The use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in highest land value."

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to the community environment or to community development goals in addition to wealth maximization of individual property owners. The determination of a property's highest and best use also includes identifying the motivations of probable purchasers. Different motivation of probable purchasers may influence the highest and best use and be significant in the determination of a properties highest and best use.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill; i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

Highest and best use analysis involves two separate steps as stated in the definition. Highest and best use "as if vacant" may differ from highest and best use "as if improved." As long as the improvements contribute value to the property, the existing use is highest and best use, which may differ from highest and best "as if improved." For example, in a subdivision where zoning has been changed from single-family residential to duplex, several new duplexes are being built. An older home will contribute value to the land, but a duplex would be more profitable on the site.

Four factors are involved in highest and best use analysis "as if vacant": (1) is the proposed use legal; (2) is it physically suitable; (3) is it feasible - is there a strong enough market for the proposed use; and (4) of the feasible uses which one is maximally productive. These four criteria should be considered sequentially and it is necessary to continue with the analysis only if the subject fits each criterion or there is a reasonable probability that the criteria in question may be altered.

HIGHEST AND BEST USE AS IF VACANT:

In developing the highest and best use of the vacant tract, each of the four criteria is examined. These include legally permissible, physically possible, financially feasible and maximally productive. Each item will be individually addressed to narrow the potential uses to the use that is considered maximally productive. The use that is maximally productive is by definition the use that is considered the highest and best use of the site.

Legally Permissible

Legality involves Comprehensive Plan and zoning restrictions, building restrictions and deed restrictions. The subject is zone “Commercial” by Gadsden County. This category allows for a wide variety of commercial and industrial uses including general and high intensity commercial.

Physically Possible

The second factor is that the proposed use must be physically suitable. The subject site contains 5.48 +/- acres. On a site of this size, it is possible to construct any of the allowable uses. The topography and shape of the site would not inhibit construction.

Financially Feasible

This item deals with whether there is a strong enough market for the proposed use. Given the current state of the economy, it is not feasible to build any of the allowable uses at this time. It is unlikely the rents and-or returns from such development would be sufficient to cover the costs of acquisition and development.

Maximally Productive

The maximally productive use of the subject site as vacant is considered to be a hold for future commercial development.

HIGHEST AND BEST USE AS IMPROVED

The subject is improved with a 14,990 square foot automotive dealership (office/warehouse) that is currently vacant. This is a legal and conforming use. There is no other use the current improvements could be converted to that would result in a greater return. The improvements are functionally designed and represent the highest and best use as improved.

HIGHEST AND BEST USE - CONCLUSIONS

In conclusion, the highest and best use of the vacant site is determined to be to hold for future commercial development. The highest and best use as improved is considered to be the existing use as an office/warehouse.

SALES COMPARISON APPROACH

In the direct sales comparison approach, the appraiser arrives at an indication of value by comparing the subject property with other recently sold competitive properties. This approach is also based on the principle of substitution, which states that the market value of a parcel is that value indicated by active and informed buyers in the market for comparable properties, offering similar quality of space and amenities, assuming no costly time delays. In the direct sales comparison approach, the subject property is usually compared with other similar properties located within the same neighborhood or a compatible neighborhood, as similar as possible in age, size, condition, and utility. Given adequate market data, the direct sales comparison approach usually provides the better indication of value of the three approaches.

For our indication of value by the sales comparison approach, we considered sales of similar office/warehouse buildings located in the subject's general marketing area and areas considered similar to the subject. Research revealed there is sufficient activity to make a meaningful analysis. From our investigation, we have selected five sales considered to be reasonable indicators for the subjects' market value.

We have analyzed and adjusted these sales for the salient characteristics that affect value, including date of sale, location, improvement conditions, financing concessions and other pertinent factors. The adjusted prices indicate a range where the subject property value is likely to fall.

Improved Sale No. 1

Property Identification

Record ID	1233
Property Type	Commercial, Automotive Dealership
Address	1610 East Jackson Street, Thomasville, Thomas County, Georgia
Tax ID	045E 058

Sale Data

Grantor	Prestige Imports of Thomasville
Grantee	Thomasville Dealership Properties
Sale Date	June 23, 2011
Deed Book/Page	1708/35
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	Previously Sold in June of 2010 for $975,000
Verification	Craig Hornsby, Grantor; Other sources: Public Records, Confirmed by Christopher Johnston
Sale Price	$2,300,000
Cash Equivalent	$2,300,000
Downward Adjustment	$600,000 Business Value
Adjusted Price	$1,700,000

Land Data

Land Size	2.610 Acres or 113,692 SF
Front Footage	250 ft East Jackson Street
Zoning	Commercial
Topography	Generally Level
Utilities	All Available

Improved Sale No. 1 (Cont.)

Dimensions	Irregular
Shape	Slightly Irregular
Landscaping	Typical
Flood Info	Not in a Flood Zone

General Physical Data

Building Type	Single Tenant
Gross SF	20,340
Roof Type	Flat
Foundation	Concrete Slab
Electrical	Adequate
HVAC	Central
Stories	One
Condition	Average-Good

Indicators

Sale Price/Gross SF	$83.58 Adjusted
Floor Area Ratio	0.18
Land to Building Ratio	5.59:1
Occupancy at Sale	Owner

Remarks

This is a one story dealership sale in Thomasville, Georgia. The recorded sales price is $2,300,000. The grantee confirmed that $600,000 was for the Honda franchise, and $1,700,000 was for the real estate only. The building has 20,340 gross square feet. This is comprised of a 4,184 SF office/showroom area, 1,556 SF parts department, 10,512 SF service department, and a 4,088 SF detail area. There is also a 780 SF minimally finished conference room and office on the mezzanine level. The building was originally built in 1968 and added to and renovated in the 1970's and again in the mid 1990's. The building was in average overall condition and of average quality at the time of sale.

Improved Sale No. 2

Property Identification

Record ID	1234
Property Type	Commercial, Warehouse
Address	5278 Tower Road, Tallahassee, Leon County, Florida 32303
Tax ID	24-31-18-A-006-0

Sale Data

Grantor	Atlas FL I SPE, LLC
Grantee	Cypress Holdings, LLC
Sale Date	December 14, 2011
Deed Book/Page	4319/237
Property Rights	Fee Simple
Marketing Time	1,322 Days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Wally Woodham, Broker; Other sources: Public Records, Confirmed by Christopher Johnston
Sale Price	$450,000
Cash Equivalent	$450,000

Land Data

Land Size	0.990 Acres or 43,125 SF
Front Footage	283 ft Tower Road
Zoning	Commercial Parkway/Lake Protection, CP & LP
Topography	Gently Sloping
Utilities	All Available

Improved Sale No. 2 (Cont.)

Dimensions	Irregular
Shape	Slightly Irregular
Landscaping	Typical
Flood Info	Not in A Flood Zone

General Physical Data

Building Type	Single Tenant
Gross SF	12,489
Construction Type	Metal
Roof Type	Metal
Foundation	Concrete Slab
Electrical	Adequate
HVAC	Central
Stories	One
Year Built	2006
Condition	Average

Indicators

Sale Price/Gross SF	$36.03
Floor Area Ratio	0.29
Land to Building Ratio	3.45:1
Occupancy at Sale	Vacant

Remarks

This is a one story office/warehouse building with 12,489 gross square feet. This is comprised of 3,900 SF of average quality office space, and 8,589 SF of warehouse space. The building was in average overall condition at the time of sale.

Improved Sale No. 3

Property Identification

Record ID	1386
Property Type	Commercial, Warehouse
Address	3465 Garber Drive, Tallahassee, Florida 32303
Tax ID	21-20-20-679-000-0

Sale Data

Grantor	Wade H. Patterson
Grantee	Buchholz Accounting Services, Inc.
Sale Date	December 21, 2012
Deed Book/Page	4459/1766
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Previous Appraisal ; Other sources: Public Records, Confirmed by Christopher Johnston
Sale Price	$330,000
Cash Equivalent	$330,000

Land Data

Land Size	1.000 Acres or 43,560 SF
Front Footage	125 ft Garber Drive
Zoning	M-1
Topography	Generally Level
Utilities	All Available
Dimensions	125x350
Shape	Rectangular

Improved Sale No. 3 (Cont.)

Flood Info	Not in a Flood Zone

General Physical Data

Building Type	Single Tenant
Gross SF	12,000
Construction Type	Metal
Roof Type	Metal
Foundation	Concrete Slab
Electrical	Adequate
HVAC	Central in Office
Stories	One
Year Built	1989
Condition	Average

Indicators

Sale Price/Gross SF	$27.50
Floor Area Ratio	0.28
Land to Building Ratio	3.63:1

Remarks

The improvement consists of a one-story office warehouse facility containing a total of 12,000 square feet of which 1,200 square feet (10%) is finished, centrally heated and cooled office space, and 10,800 square feet is average quality warehouse space. There is a second floor mezzanine space that is minimally finished and accessible only by a single stairwell in the warehouse area. The building was in average condition at the time of sale.

Improved Sale No. 4

Property Identification

Record ID	1565
Property Type	Commercial, Warehouse
Address	3715 Peddie Drive, Tallahassee, Leon County, Florida 32303
Tax ID	21-20-20-638-000-0

Sale Data

Grantor	First Property of Florida, LLC
Grantee	Tradewinds Products, Inc.
Sale Date	December 18, 2012
Deed Book/Page	4457/1915
Property Rights	Fee Simple
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None in Previous 5 Years
Verification	Broker; Other sources: Public Records, Confirmed by Christopher Johnston
Sale Price	$645,000
Cash Equivalent	$645,000

Land Data

Land Size	2.360 Acres or 102,802 SF
Front Footage	Peddie Drive;Max Drive
Zoning	M-1, Li ght Industrial (M-1)
Topography	Generlly Level
Utilities	All Available
Dimensions	Irregular
Shape	Irregular
Flood Info	Not in a Flood Zone

Improved Sale No. 4 (Cont.)

General Physical Data

Building Type	Single Tenant
Gross SF	20,000
Construction Type	Metal
Roof Type	Metal
Foundation	Concrete Slab
Electrical	Adequate
HVAC	Central
Stories	One
Year Built	1994
Condition	Average

Indicators

Sale Price/Gross SF	$32.25
Floor Area Ratio	0.19
Land to Building Ratio	5.14:1

Remarks

Average quality office warehouse purchased for owner occupancy. Approximately 17% of the building is average quality office area.

Improved Sale No. 5

Property Identification	
Record ID	1220
Property Type	Commercial, Warehouse
Address	3747 Peddie Drive, Leon County, Florida 32303
Tax ID	21-20-20-653-000-0
Sale Data	
Grantor	Surety Warehouse, LLC
Grantee	Paggetti Properties, LLC
Sale Date	May 02, 2012
Deed Book/Page	4367/1040
Property Rights	Fee Simple
Marketing Time	308 Days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Sale History	None in past 5 Years
Verification	Charlie Lee, Broker; Other sources: Public Records, Confirmed by Christopher Johnston
Sale Price	$525,000
Cash Equivalent	$525,000
Land Data	
Land Size	1.990 Acres or 86,685 SF
Front Footage	280 ft Peddie Drive
Zoning	M-1, Light Industrial M-1
Topography	Generally Level
Utilities	All Available
Dimensions	Irregular
Shape	Irregular
Flood Info	A small portion appears to be in Flood Zone A

Improved Sale No. 5 (Cont.)

General Physical Data

Building Type	Single Tenant
Gross SF	18,000
Construction Type	Metal
Roof Type	Metal
Foundation	Concrete Slab
Electrical	Adequate
HVAC	Central in Office
Stories	One
Year Built	1987
Condition	Good

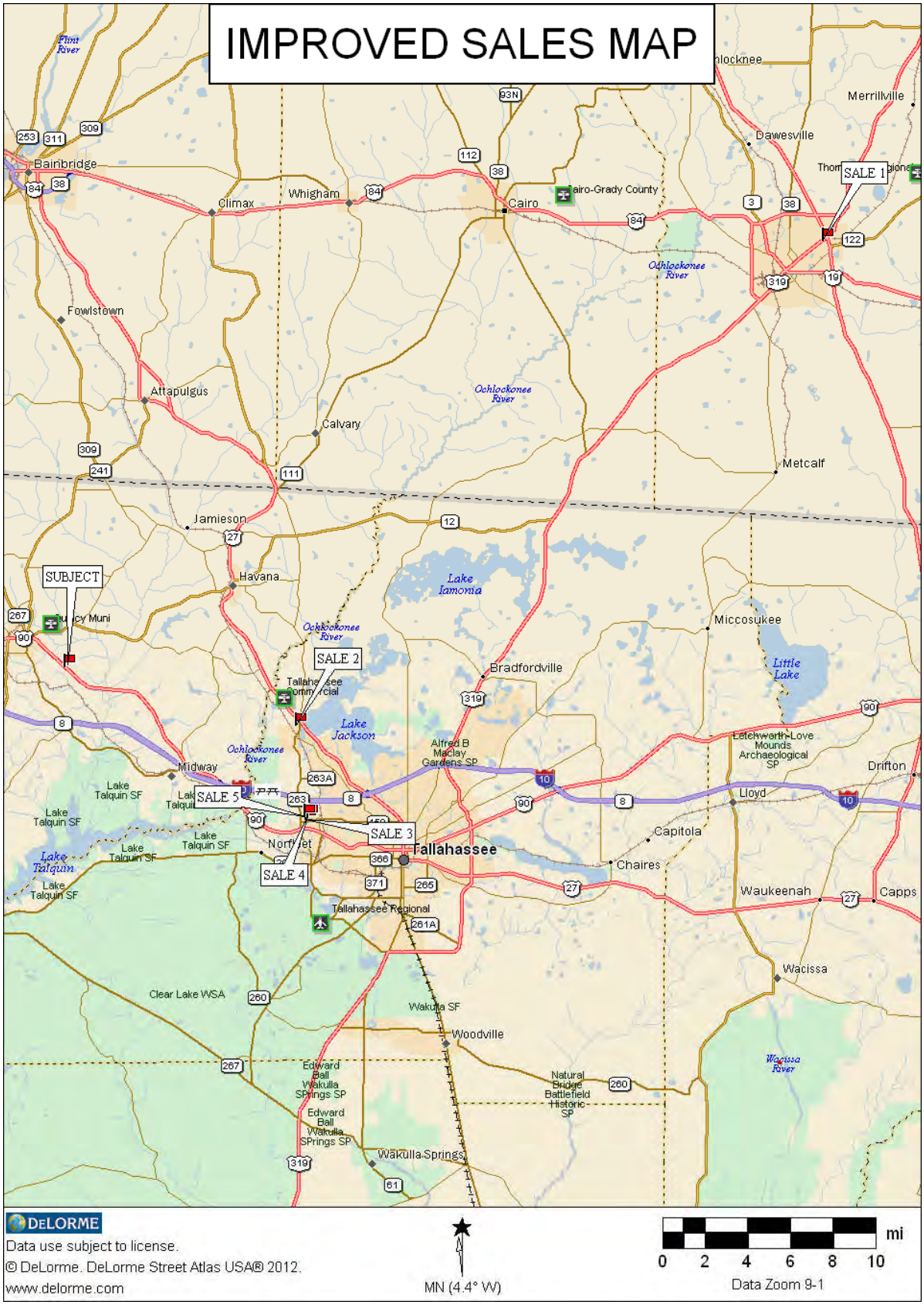
Indicators

Sale Price/Gross SF	$29.17

Remarks

This 18,000 SF metal building has 2,500 SF (14%) heated and cooled office space.

IMPROVED SALES MAP



Summary and Adjustment Grid of Comparable Improved Sales

	Subject	Sale 1		Sale 2		Sale 3		Sale 4		Sale 5	
Location	23617 Blue Star Hwy., Midway	1610 E. Jackson St., Thomasville	Adj.	5278 Tower Rd., Tallahassee	Adj.	3465 Garber Drive, Tallahassee	Adj.	3715 Peddie Drive, Tallahassee	Adk.	3747 Peddie Dr., Tallahassee	Adj.
Sales Date		6/23/2011		12/14/2011		12/21/2012		12/18/2012		5/2/2012	
Sales Price			$1,700,000		$450,000		$330,000		$645,000		$525,000
SF	14,990		20,340		12,489		12,000		20,000		18,000
SP/SF			$83.58		$36.03		$27.50		$32.25		$29.17
Site Size (SF)	238,709	113,692		43,125		43,560		102,802		86,685	
Rights Transferred		Fee Simple	0	Fee Simple	0	Fee Simple	0	Fee Simple	0	Fee Simple	0
Financing		Cash to seller	0	Cash to seller	0	Cash to seller	0	Cash to seller	0	Cash to seller	0
Condition of Sale		Arm's Length	0	Arm's Length	0	Arm's Length	0	Arm's Length	0	Arm's Length	0
Expenditures after Sale		None	0	None	0	None	0	None	0	None	0
Market Conditions		None	0.00%	None	0.00%	None	0.00%	None	0.00%	None	0.00%
Adjusted SP/SF			$83.58		$36.03		$27.50		$32.25		$29.17
Adjustments for											
Physical Characteristics											
Location/Site Value	Average	Superior	-0.20	Equal	0.00	Superior	-0.10	Superior	-0.10	Superior	-0.10
Size	Medium	Large	0.10	Medium	0.00	Medium	0.00	Large	0.10	Large	0.10
Yr Built/Eff.Age	1987/20Yrs.	Equal	0.00	Superior	-0.10	Equal	0.00	Equal	0.00	Inferior	0.10
Quality	Average	Superior	-0.20	Equal	0.00	Inferior	0.10	Inferior	0.10	Equal	0.00
Finished Percentage	33%	24%	0.00	31%	0.00	10%	0.20	17%	0.20	14%	0.20
Economic Characteristics											
Use- Zoning	Office/Wrh.	Office/Wrh.	0.00	Office/Wrh.	0.00	Office/Wrh.	0.00	Office/Wrh.	0.00	Office/Wrh.	0.00
Total Adjustments			-0.30		-0.10		0.20		0.30		0.30
Adjusted Sp/SF			**$58.51**		**$32.43**		**$33.00**		**$41.93**		**$37.92**
										Average	***$40.76***
										Median	***$37.92***

UNIT OF COMPARISON

It is necessary to establish a unit of comparison that will be utilized in developing a value by this approach. Some units of comparison include the price per square foot, the price per square foot after deducting land value and a gross income multiplier. Each of the units of comparison is a function of the sale price. In valuing office/warehouse buildings similar to the subject, the most appropriate unit of comparison is considered to be the price per square foot of gross building area.

EXPLANATION OF ADJUSTMENTS

Property Rights

The fee simple interest was conveyed on each of the sales and any leases were at market rates. Therefore, no adjustment is required to any of the sales.

Conditions of Sale

Each sale was verified as an arm's length transaction at market value. All sales were considered cash equivalent. No adjustment is required to any of the sales for this item.

Market Conditions

This typically is referred to as a time adjustment. The earliest sale occurred in July of 2010. There has been no observable increase in the value of office/warehouse space since this time. Therefore, no adjustment is warranted for time.

Location/Site Value

The comparables have varying overall site values. The comparables are adjusted relative to the subject for disparities in site value.

Size

Market evidence typically supports the premise that a smaller office/warehouse building will sell for a higher price per square foot than a similar, larger office/warehouse. This relates to several factors including: there are more potential buyers for a smaller size office and that the larger the construction, there are some economies of scale that are engaged. Sales 1, 4 & 5 are considerably larger than the subject and are adjusted upwards accordingly. No adjustment is required to the remaining sales.

Effective Age/Condition

The subject was constructed in 1987, has been adequately maintained, and is in average overall condition. The subject displays an estimated effective age of 21 years. The comparables are adjusted based upon their estimated effective age relative to the subject.

Quality

The subject's office space is considered average quality construction. Sale 1 is a dealership that had been renovated within the last several years and is deemed superior in quality to the subject. Sale 1 is adjusted downwards accordingly. Sales 3 & 4 are deemed inferior in quality and are adjusted upwards accordingly. The remaining sales are similar in quality and do not require adjustment.

Office Percentage

The typical office percentage in the local market is 20-30%. The subject's office percentage is 33%. The sales are adjusted as needed for differences in office percentage.

SALES COMPARISON APPROACH - RECONCILIATION

The subject is compared to five of the most recent sales of similar office/warehouse properties. The properties are compared on a physical basis with adjustments being made for any value related differences. After adjustment the per unit price ranged from a low of $32.43, to a high of $58.51, on a square foot of gross building area basis. The arithmetic mean is determined to be $40.76.

In the final analysis the most emphasis is placed on Sale 1 as it is in a similar rural market and it is a similar size automotive dealership. After considering all relevant data, we reconcile to $44.00 per square foot for an indication of the value of the subject.

$44.00/SF	X	14,990SF	=	$659,560

INDICATED VALUE BY SALES COMPARISON APPROACH: $660,000

INCOME APPROACH

The income approach, which is related to investor thinking and motivation, is a basic calculation procedure in evaluating income-producing properties. This method is based on the principle of anticipation reflected in the definition of value as the present worth of all rights to future benefits accruing to ownership.

In the income approach, comparable rents are obtained to provide an estimate of potential gross market rental for the subject property. A vacancy factor is then calculated and deducted from this figure to arrive at an effective gross income. All expenses including fixed, variable and a replacement reserve allowance are deducted to arrive at a net operating income (NOI) figure. This NOI figure is divided by a capitalization rate to arrive at a value via the income approach.

RENTAL ANALYSIS

The subject is currently vacant. A recent survey was conducted of office/warehouse rental properties in the neighborhood. The survey reveals that similar properties rent for between $3.00 and $9.00 per square foot depending on the quality and amount of office space and location. These comparables represent leased space and-or space currently offered for lease.

COMPARABLE RENTALS			
#	Address	Square Feet	Rate
1	914 Commerce Blvd., Midway, FL	4,410	$5.70
2	4770 Woodlane Circle, Tallahassee, FL	6,937	$5.00
3	1205 Commerce Blvd., Midway, FL	30,000	$3.75

The comparables surveyed provide a valid indication of market rent for the subject property. Giving consideration to the subject's current base rent, we believe a market rent of $5.00 per square foot is considered to best reflect the potential of the subject. This is with the tenant paying utilities and janitorial.

INCOME AND EXPENSE

Potential Gross Income

The potential gross income (P.G.I.) for a property is the total rents which can possibly be generated. It was earlier determined the subject property will lease at a rate of approximately $5.00 per square foot. Therefore, potential gross income is estimated at $5.00/SF, or $74,950 annually. This is with the tenant paying for utilities and janitorial.

Vacancy & Collection Loss

Typical occupancy rates for buildings of this quality and location are in the 80 - 100 percent range. Based on the location of the subject and the vacancy rates of surrounding and nearby buildings, a vacancy rate of ten percent is considered appropriate. This would account for any vacancy attributable to frictional causes and any losses from bad debt. Therefore, vacancy and collection loss is estimated at $7,495.

Effective Gross Income

The effective gross income is the actual rents which will be received by the property owner. This results from deducting vacancy and collection loss from potential gross income. The subject's effective gross income is estimated at $67,455.

Real Estate Taxes

Real estate taxes were discussed and analyzed in a previous section of this report. The actual taxes for 2012 are $4,933 at the discounted rate for early payment.

Insurance

The actual insurance premium for the subject property was not provided. However, based on known insurance costs on similar properties in the local market, the insurance premium is estimated at $.30 per square foot or $4,497.

Maintenance and Repairs

Comparable properties of similar construction have historically revealed maintenance expenses ranging from $0.10 to $1.08 per square foot, depending on age and condition of the structure. Maintenance for the subject is estimated at $0.30 per square foot or $4,497 annually.

Management Expense and Leasing Commissions

The projection for this expense assumes the project is to be managed by a professional management agency. Professional management companies charge from three to five percent of the effective gross income for this service. A five percent expense is considered adequate. This equates to $3,373.

Miscellaneous Expenses

These items include all minor expenses attributable to operating the subject property including supplies, legal, accounting and other miscellaneous items. This item is estimated at $450, or $0.03/SF.

Reserves for Replacement

Few owners actually maintain a cash reserve account, however, as short-lived items, such as HVAC systems, tenant improvements, and roofs, wear out, these items must be replaced. The reserves category takes this future expense into account. This $2,998 deduction is at $0.20 per square foot and is based on projected costs and typical lives of short and medium-life items.

PROJECTED OPERATING STATEMENT

The projected net operating income for the subject property will be developed in the table below. This income statement is developed using market rents and expenses. The net operating income is considered to accurately represent the earnings potential of the subject property.

PROJECTED NET OPERATING INCOME				
Potential Gross Income	14,990	$5.00	$74,950	
Less: Vacancy and Collection Loss @ 10%			$7,495	
Effective Gross Income			$67,455	
Less Expenses:	PER SF			
Taxes	$0.33	$4,933		
Insurance	$0.30	$4,497		
Maintenance	$0.30	$4,497		
Management & Leasing Commisions	$0.23	$3,373		
Misc. & Advertising	$0.03	$450		
Reserves	$0.20	$2,998		
Total Expenses	$1.38		$20,747	
Estimated Net Operating Income	$46,708		$46,708	

CAPITALIZATION RATE

Two methods of estimating a capitalization rate are considered to determine the most appropriate rate for capitalizing the projected net operating income. The two methods are: an Overall Rate derived from market sales; and the band of investment technique. Each method is developed from market-derived information. One source of information utilized to determine a discount rate was the 3rd Quarter 2013 issue of RealtyRates.Com Investor Survey. This trade publication lists current discount and capitalization rates for warehouse buildings. The information quoted indicates capitalization rates of 5.80% to 14.41% with an average rate of 9.47%, while rates from our files indicate a range of 7.50% to 10.25%, with an overall average of 9.50% from rural areas such as Gadsden County.

RealtyRates.com INVESTOR SURVEY - 3rd Quarter 2013* INDUSTRIAL - FLEX/R&D							
Item	**Input**						**OAR**
Minimum							
Spread Over 10-Year Treasury	1.17%	**DCR Technique**		1.40	0.051242	0.75	**5.38**
Debt Coverage Ratio	1.40	**Band of Investment Technique**					
Interest Rate	3.10%	Mortgage		75%	0.051242	0.038431	
Amortization	30	Equity		25%	0.078363	0.019591	
Mortgage Constant	0.051242	OAR					**5.80**
Loan-to-Value Ratio	75%	**Surveyed Rates**					**5.51**
Equity Dividend Rate	7.84%						
Maximum							
Spread Over 10-Year Treasury	6.57%	**DCR Technique**		2.15	0.118169	0.50	**12.70**
Debt Coverage Ratio	2.15	**Band of Investment Technique**					
Interest Rate	8.50%	Mortgage		50%	0.118169	0.059084	
Amortization	15	Equity		50%	0.170084	0.085042	
Mortgage Constant	0.118169	OAR					**14.41**
Loan-to-Value Ratio	50%	**Surveyed Rates**					**13.69**
Equity Dividend Rate	17.01%						
Average							
Spread Over 10-Year Treasury	3.87%	**DCR Technique**		1.78	0.079673	0.63	**8.84**
Debt Coverage Ratio	1.78	**Band of Investment Technique**					
Interest Rate	5.80%	Mortgage		63%	0.079673	0.049796	
Amortization	23	Equity		38%	0.119637	0.044864	
Mortgage Constant	0.079673	OAR					**9.47**
Loan-to-Value Ratio	63%	**Surveyed Rates**					**10.08**
Equity Dividend Rate	11.96%						

CAPITALIZATION RATE - BAND OF INVESTMENT

To provide further support for a capitalization rate, a rate is developed by the band of investment method. This technique is particularly useful in real estate markets where sufficient data exists and the equity dividend is a primary motivation between buyers and sellers. In this approach, a weighted average is calculated by using the mortgage position and the equity position. Data developed from the current market was used to arrive at a rate for this approach. An equity dividend rate of 10.00 percent is calculated on similar properties. The following mortgage terms have been utilized to calculate a capitalization rate through the band of investment technique.

Band of Investment Calculations

Loan to Value Ratio	75%					
Mortgage Interest Rate	0.075					
Mortgage Term in Years	20					
Mortgage Amortization	Monthly					
	Equals					
Mortgage Constant	0.09667	Times	Mortgage Position	0.75	Equals	0.0725
Equity Dividend Rate	0.100	Times	Equity Position	0.25	Equals	0.0250
		INDICATED RATE - BAND OF INVESTMENT				**0.098**
					or	**9.75%**

CAPITALIZATION RATE - FINAL RECONCILIATION

The calculated capitalization rate resulted in a rate of 9.50% from the sale of similar properties. The rate determined using the band of investment resulted in a rate of 9.75%. Both rates are developed using market-derived data with both being considered equally reliable. The rate that will be utilized to capitalize net operating income is 9.50%.

FINAL ADJUSTED CAPITALIZATION RATE: 9.50%

INCOME CAPITALIZATION

The net operating income was earlier determined to be $46,708. This net income is capitalized at the rate indicated in the previous exercise. Utilizing the rate of 9.50%, we arrive at the following value indication by the direct capitalization method.

$46,708 ÷ 0.0950 = $491,663

VALUE BY INCOME CAPITALIZATION APPROACH: $492,000

FINAL RECONCILIATION

In this assignment, we developed two of the three approaches to value. The approaches were developed with market-derived data. The following gives each indication of value and a brief explanation of the applicability and reliability of the method.

SALES COMPARISON APPROACH:	$660,000
INCOME APPROACH:	$492,000

Sales Comparison Approach - Final Reconciliation

In developing the sales comparison approach, the subject is compared to five of the most similar sales of office/warehouse properties in the local market. The appropriate unit of comparison is considered to be the price per square foot of gross building area.

After adjustment, the indicators correlated very closely. The adjusted sales fell within a tight range, which provides significant reliability to this approach. In conclusion, this method of valuation was developed from sales of similar properties and is considered to provide a reliable indication of value.

Income Approach - Final Reconciliation

In the income approach, a value estimate is determined by capitalizing the net operating income at stabilization using a market derived capitalization rate. The net income was derived from market rents and expenses. The capitalization rate was developed from both market sales and using the band of investment method.

Conclusions - Final Reconciliation

In conclusion, two approaches to value were developed. The sales comparison approach is considered the most reliable method. The income approach is considered less reliable as it is developed using market rents and expenses. A potential purchaser of a similar building would likely be an owner occupant. Therefore, we place the majority of our emphasis on the sales comparison approach. We reconcile our value indication to $645,000. We add to this the contributory value of the covered storage area which is considered to be $15,000. In conclusion, we estimate the as is market value of the fee simple interest of the 14,990 square foot office/warehouse building as of September 23, 2013, to be:

SIX HUNDRED FIFTY THOUSAND DOLLARS
($650,000)

PART V
ADDENDA

LEGAL DESCRIPTION

Gadsden County Property Appraiser's Office
Clay VanLandingham, CFA
COUNTY APPRAISER

16 S. CALHOUN ST
QUINCY, FL 32353-0585
PH (850) 627-7168
FAX (850) 627-0396

COMPLETE LEGAL DESCRIPTION FOR PARCEL 3-16-2N-3W-0000-00343-1000

OR 730 P 1707 COMM AT THE SEC OF THE SW 1/4 AND RUN S 89 DEG 20'59" W 372.76 FT., N 47 DEG 35'01" W 727.77 FT., S 42 DEG 24'59" W 25 FT TO BEGIN; THEN N 47 DEG 35'01" W 219.51 FT., NW/LY ALONG CURVE OF ROAD AN ARC DIST OF 127.43 FT., N 42 DEG 24'59" E 10 FT., NW/LY ALONG CONTINUED CURVE 185.90 FT., N 00 DEG 37'25" W 182.39 FT., N 88 DEG51'12" E 464.73 FT., S 66 DEG41'57" E 265.69 FT., S 35 DEG 16'41" W 559.24 FT TO THE P.O.B. OR 322 P 1154 LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993. IN SECTION 16-2N-3W.

Close Window

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GADSDEN COUNTY BOARD OF COUNTY COMISSIONERS
Purchasing Department
P.O. BOX 920
Quincy, FL 32353-0920

DATE: 9-19-13

PAGE:

PURCHASE ORDER NO.
13-234

VENDOR
Bell, Griffith and Associates
1679 Metropolitan Circle
Tallahassee, FL 32308

Federal I.D. Number
59-6000616

Florida State Sales Tax
Exemption Number
30-10-005248-53C

SHIP TO
ATTN: Tommy Baker
850-875-8688
Tbaker@gadsdencountyfl.gov
Cell # 850-933-7927

TERMS: F.O.B.: DESC: DELIVERY:

ITEM	ITEM NO.	QUANTITY	U.O.M.	DESCRIPTION	UNIT PRICE	EXTENSION
				Real Estate appraisal on Thomas Motor Cars Property		$1,800.00

* Please complete by September 30, 2013 and return original Invoice to Tommy Baker

Gadsden County Board of County Commissioners is an Equal Employment Opportunity/Affirmative Action Employer.

APPROVED BY: Arthur Lawson, Jr.
PURCHASING DIRECTOR

SUB-TOTAL
TOTAL

The failure of any contractor or supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation

MDSE. REC'D BY:

DATE:

REQUISITION NO.: 48642

REQUISITION DATE:

Reasonable cost changes may be permitted if not on a bid item, but must not exceed 10% without prior approval in writing from the purchasing director.
We reserve the right to return goods at your expense if the increase is deemed unreasonable or is contrary to an awarded bid of this or any other government agency.

ITEM #	ACCOUNT	AMOUNT	PROJECT CODE
	0144-53100	$1,800.00	

Invoice no.
Invoice Amount:

VENDOR COPY

SEP-19-2013 03:23P FROM: TO:94223926 98758687 P.1

Gadsden County Property Appraiser
Clay Vanlandingham, CFA
County Appraiser

16 S. Calhoun St.
Quincy, FL 32353-0585
PH: (850) 627-7166
FAX (850) 627-0396

RECENT SALES IN THIS AREA | PREVIOUS PARCEL NEXT PARCEL | RETURN TO MAIN SEARCH PAGE | GADSDEN HOME

OWNER NAME	CAPITAL CITY BANK	TODAY'S DATE	September 19, 2013
MAILING ADDRESS	P O BOX 900	PARCEL NUMBER	3-16-2N-3W-0000-00343-1000
	TALLAHASSEE, FL 323030900	MILLAGE GROUP	GADSDEN COUNTY (7)
		TOTAL MILLAGE	16.6654
		PROPERTY USAGE	VEH SALE/R (002700)
		MARKET AREA	North Central (02) Show Map
LOCATION ADDRESS	23617 BLUE STAR HWY	PARCEL MAP	Show Parcel Map / Generate Owner List By Radius

2012 CERTIFIED TAX ROLL VALUES

JUST VALUE OF LAND	LAND VALUE AGRICULTURAL	BUILDING VALUE	TOTAL MISC VALUE	JUST OR CLASSIFIED TOTAL VALUE	ASSESSED VALUE	EXEMPT VALUE	TAXABLE VALUE	HOME STEAD
60,280	0	196,950	51,100	308,330	308,330	0	308,330	N

Tax Collector Information

LAND INFORMATION

Land Use	Number of Units	Unit Type	Sec-Twn-Rng
AUTO SALES	5.46	AC	16-2N-3W

SHORT LEGAL: OR 730 P 1707 COMM AT THE SEC OR THE SW 1/4 AND RUN S 89 DEG 20'59" W
Show Complete Legal Description

BUILDING DATA

BUILDING #	TYPE	BASE AREA	HEATED AREA	BED ROOMS	BATHS	EXTERIOR WALL	HEATING	COOLING	ACTUAL YEAR BUILT	EFFECTIVE YEAR BUILT
Sketch Building 1	STATE	16,038	19,522	0	0	MODULAR METAL	FORCED-AIR DUCTED	PACKAGED ROOFTOP	Circa: 1987	1990
Sketch Building 2	STATE	4,000	4,400	0	0	MODULAR METAL	FORCED-AIR DUCTED	CENTRAL	Circa: 1987	1987

MISCELLANEOUS DATA

DESCRIPTION	LENGTH	WIDTH	UNITS	YEAR BUILT
FENCE, CL 4 $50/SECT	0	0	1 UNITS	1987
DRV, ASPHLT $1.50 SF	0	0	1 UNITS	1987
SECURITY LIGHTS	0	0	4 UNITS	1987
SECURITY LIGHTS	0	0	4 UNITS	1987
UTILITIES, ON-SITE	0	0	1 UNITS	2005

SALES DATA

SALE DATE	BOOK/PAGE	ADJUSTED PRICE	INSTRUMENT	QUALIFICATION	IMPROVED? (AT TIME OF SALE)	GRANTOR	GRANTEE
05-06-2010	730/1707	$45,700	WARRANTY DEED	UNQUALIFIED	YES	THOMAS MOTOR CARS	CAPITAL CITY BANK
09-30-1985	322/1154	40,000	WARRANTY DEED	UNQUALIFIED	YES	DOROTHY L HOLLEY	THOMAS MOTOR CARS, INC

Click on the Book-Page to view the Official Record

Generate Owner List By Radius

The Gadsden County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll. Website Updated: September 8, 2012

RECENT SALES IN THIS AREA | PREVIOUS PARCEL NEXT PARCEL | RETURN TO MAIN SEARCH PAGE | GADSDEN HOME

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http://www.qpublic.net/cgi-bin/gadsden_display.cgi?KEY=3-16-2N-3W-0000-00343-1000 9/19/2013

Details
- Tax Record
  - Print View
- Legal Desc.
- Appraiser Data
- Tax Payment
- Payment History
- Print Tax Bill

Searches
- Folio Number
- Account Number
- Owner Name
- Property Address
- Mailing Address

Site Functions
- Welcome
- Tax Search
- Contact Us
- Online Help
- County Login
- Home

Last Update: 9/19/2013 2:05:27 PM EDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
3162N3W0000003431000	REAL ESTATE	2012

Mailing Address
CAPITAL CITY BANK
P O BOX 900
TALLAHASSEE FL 32302-0900

Property Address
23617 BLUE STAR HWY QUINCY

Folio Number
115781

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
007

Escrow Code

Legal Description
23617 BLUE STAR HWY QUINCY 16-2N-2W 2700/ 5.48 Acres OR 730 P 1707 COMM AT THE SEC OF THE SW 1/4 AND RUN S 89 DEG 28'59" W 372.76 FT., N 47 DEG 35'01" W 727.77 FT., S 42 DEG 24'59" W 25 FT TO BEGIN; THEN N 47 DEG 35'01" W 219.51 FT., NW/LY See Tax Roll For Extra Legal

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
[illegible]	[illegible]	308,330	0	[illegible]	[illegible]
[illegible]	[illegible]	308,330	0	[illegible]	[illegible]
[illegible]	2.4580	308,330	0	[illegible]	[illegible]
[illegible]	[illegible]	308,330	0	[illegible]	[illegible]

Total Millage	16.6654	Total Taxes	$5,138.44

Non-Ad Valorem Assessments

Code	Levying Authority	Amount

Total Assessments	$0.00
Taxes & Assessments	$5,138.44

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/28/2012	PAYMENT	7002168.0018	2012	$4,932.90

Prior Year Taxes Due

NO DELINQUENT TAXES

FILE # 100004005 RCD:05/18/2010 @ 11:57 AM
Nicholas Thomas, Clerk Circuit Court Gadsden Co

OFFICIAL RECORDS
BK 720 PG 1707

100004005

Record Fee: 29.00
DOC STAMPS 6010.50

Unofficial

WARRANTY DEED IN LIEU OF FORECLOSURE

THIS WARRANTY DEED IN LIEU OF FORECLOSURE (the "Deed"), made this 6th day of May, 2010, by and between **THOMAS MOTOR CARS, INC.**, a Florida corporation, whose mailing address is PO BOX 356, QUINCY FL 32353-356, (hereinafter referred to as the "Grantor"), and **CAPITAL CITY BANK**, a Florida banking corporation, whose mailing address is Post Office Box 900, Tallahassee, Florida 32302 (hereinafter referred to as the "Grantee").

(Whenever the context hereof so requires or admits, the terms "Grantor" and "Grantee" shall include singular and plural, and use of any gender shall be applicable to all genders, and this Instrument shall be binding upon all parties hereto and their legal representatives, successors, and assigns.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee, and the Grantee's successors and assigns forever, the following described property located in Gadsden County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all tenements, hereditaments, and appurtenances and all right, title, interest, and estate, thereto belonging or in anywise appertaining.

SUBJECT TO covenants, conditions, restrictions and easements of record, ad valorem taxes for 2009, and subsequent years, not yet due and payable.

SUBJECT TO the lien of the following instruments (the "Mortgage Documents"):

SUBJECT TO the lien of the following instruments (the "Mortgage Documents"):

1. That certain mortgage from THOMAS MOTOR CARS, INC., a Florida corporation to Capital City Bank, recorded May 3, 2007 in Book 668, Page 906 in the Public Records of Gadsden County, Florida.

2. That certain Assignment of Rents and Leases from THOMAS MOTOR CARS, INC., a Florida corporation to Capital City Bank recorded May 10, 2008, in Book 695, Page 1386, in the Public Records of Gadsden County, Florida.

3. That certain mortgage from THOMAS MOTOR CARS, INC., a Florida corporation to Capital City Bank recorded on May 15, 2008, in Book 668, Page 913, as modified by document recorded in Book 698, Page 1404, in the Public Records of Gadsden County, Florida.

4. That certain Assignment of Rents and Leases from THOMAS MOTOR CARS, INC., a Florida corporation to Capital City Bank recorded on May 15, 2008, in Book 698, Page 1393, in the Public Records of Gadsden County, Florida.

the existence and priority of which lien the Grantor does hereby ratify, confirm and acknowledge.

THIS DEED IS AN ABSOLUTE CONVEYANCE OF TITLE TO THE PROPERTY IN EFFECT AS WELL AS IN FORM, AND IS NOT GIVEN OR INTENDED AS SECURITY OR ADDITIONAL

1

SECURITY OR COLLATERAL OF ANY KIND WHATSOEVER. IT IS THE INTENT OF THE GRANTOR AND GRANTEE THAT THE CONVEYANCE OF THE ABOVE-DESCRIBED PROPERTY TO GRANTEE WILL NOT ACT IN ANY WAY AS A MERGER IN FACT, IN LAW OR IN EQUITY OF THE FEE INTEREST IN THE PROPERTY AND THE LIEN, CHARGE AND EFFECT OF THE MORTGAGE DOCUMENTS, BUT THAT THE MORTGAGE DOCUMENTS SHALL REMAIN A FIRST AND PRIOR LIEN ON THE PROPERTY, UNTIL DISCHARGED BY FORECLOSURE, RELEASE OR SATISFACTION THEREOF FILED IN THE PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA AND DELIVERED BY GRANTEE. HOWEVER, THE LIABILITY OF GRANTOR UNDER THE MORTGAGE DOCUMENTS AND THE INDEBTEDNESS SECURED THEREBY IS DEFINED IN THE AGREEMENT FOR DEED IN LIEU OF FORECLOSURE AS OF THE DATE HEREOF BY AND AMONG GRANTOR, GRANTEE AND OTHER OBLIGORS (IF ANY) UNDER SUCH INDEBTEDNESS.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor covenants that the Grantor is lawfully seized of the premises and has the right to convey the premises to the Grantee; that the premises are free from any encumbrances, except as herein stated; and Grantor does hereby fully warrant the title to such property and will defend the same against the lawful claims of all persons whomsoever, subject to the foregoing exceptions.

THE GRANTOR hereby warrants and covenants that the above-described property does not constitute Grantor's homestead or any portion thereof under the laws of the State of Florida.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in the presence of:

(1) [illegible]
(2) [illegible]

THOMAS MOTOR CARS, INC.,
a Florida corporation

By: [illegible]
Bruce H. Thomas, as its President

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, AND THENCE RUN SOUTH 89 DEGREES 20 MINUTES 59 SECONDS WEST 372.76 FEET, ALONG THE SOUTH BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. 90 (S.R. 10), THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: NORTH 47 DEGREES 35 MINUTES 08 SECONDS WEST 727.77 FEET TO A POINT, THENCE SOUTH 42 DEGREES 24 MINUTES 59 SECONDS WEST 25.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS: NORTH 47 DEGREES 35 MINUTES 08 SECONDS WEST 229.58 FEET TO A POINT OF A CURVE CONCAVE TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11,359.20 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 36 MINUTES 34 SECONDS, AN ARC DISTANCE OF 127.43 FEET (CHORD OF SAID ARC BEING NORTH 49 DEGREES 15 MINUTES 44 SECONDS WEST 127.43 FEET) TO A POINT, THENCE NORTH 42 DEGREES 24 MINUTES 59 SECONDS EAST 10.0 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11,349.20 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 56 MINUTES 19 SECONDS, AN ARC DISTANCE OF 185.90 FEET (CHORD OF SAID ARC BEING NORTH 40 DEGREES 28 MINUTES 18 SECONDS WEST 185.90 FEET) TO A POINT ON THE WEST BOUNDARY OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN NORTH 00 DEGREES 39 MINUTES 25 SECONDS WEST 182.39 FEET ALONG SAID WEST BOUNDARY TO A POINT, THENCE NORTH 89 DEGREES 51 MINUTES 12 SECONDS EAST 464.78 FEET TO A POINT, THENCE SOUTH 66 DEGREES 42 MINUTES 57 SECONDS EAST 265.67 FEET TO A POINT, THENCE SOUTH 38 DEGREES 06 MINUTES 41 SECONDS WEST 599.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF HOLLEY CIRCLE.

Tax Parcel Identification No.: [illegible]

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD 850-487-1395
1940 N. MONROE ST.
TALLAHASSEE FL 32399-0783

JOHNSTON, CHRISTOPHER DANIEL
1679 METROPOLITAN CIRCLE
TALLAHASSEE FL 32308

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 663252
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RZ3152 11/06/12 120204340

CERTIFIED GENERAL APPRAISER
JOHNSTON, CHRISTOPHER DANIEL

IS CERTIFIED under the provisions of Ch.475 FS
Expiration date: NOV 30, 2014 L12110602032

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FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L12110602032

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11/06/2012	120204340	RZ3152

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2014

JOHNSTON, CHRISTOPHER DANIEL
1679 METROPOLITAN CIRCLE
TALLAHASSEE FL 32308

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

72

CHRISTOPHER D. JOHNSTON
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CERT. GEN. REAL PROPERTY APPRAISER 346005 (GEORGIA)

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President
2001-2007
Andersen Consulting, LLP (Accenture)
Process Analyst
1999-2001
Bell, Griffith & Associates, Inc.
1995-1998

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Stetson University College of Law
Juris Doctor
May 1999
Stetson University
Master of Business Administration
May 1999
Florida State University
Bachelor of Science in Real Estate
December 1995

Major Coursework:
-Real Estate Finance
-Real Estate Practices & Principles
-Real Estate Appraisal I
-Real Estate Appraisal II (Market Analysis)
-Real Estate Feasibility Analysis
-Real Estate Law

MAI Coursework:
-Advanced Income Capitalization, July 2008
-Advanced Sales Comparison & Cost Approaches, November 2008
-General Market Analysis and Highest & Best Use, March 2009
-Advanced Applications, May 2009
-Report Writing, July 2009

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The Florida Bar
State Licensed Real Estate Salesperson

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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GRIFFITH, STEPHEN A
1679 METROPOLITAN CIRCLE
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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC#661199
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RZ320 11/05/12 128142253

CERTIFIED GENERAL APPRAISER
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FLORIDA REAL ESTATE APPRAISAL BD

SEQ# L12110501221

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Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2014

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RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

REAL ESTATE APPRAISAL QUALIFICATIONS OF
STEPHEN A. GRIFFITH, MAI, SRA

POSITION: President, Bell, Griffith & Associates, Inc.

PROFESSIONAL DESIGNATIONS: MAI, SRA Appraisal Institute

LICENSE: State of Florida, Certified General Appraiser, No. RZ320
State of Georgia, Certified Real Estate Appraiser, No. 2709

ADDRESS: 6381 Ox Bow Run
Tallahassee, Florida 32312

EDUCATION: B.S. Degree, University of Florida, 03/17/1979,
Gainesville, Florida

APPRAISAL COURSES:

1977 Real Estate Practices and Principles, Course I, University of Florida
1977 Society of Real Estate Appraisers, Course 101, University of Florida
1978 Society of Real Estate Appraisers, Course 201, University of Florida
1978 Real Estate Practices and Principles, Course II, University of Florida
1981 Society of Real Estate Appraisers Seminar – Appraising Residential Condominiums
1981 Society of Real Estate Appraisers, R-2 Exam
1982 Society of Real Estate Appraisers Cash Equivalency and Creative Financing Seminar
1985 Society of Real Estate Appraisers Explanation of Memorandum R41-b Of the Federal Home Loan Bank Board
1987 Society of Real Estate Appraisers, Course 202, Florida State Conference Center
1988 Society of Real Estate Appraisers Seminar – Standards of Professional Practice
1989 American Institute of Real Estate Appraisers, Standards of Professional Practice
1989 American Institute of Real Estate Appraisers, Standards of Professional Practice
1989 American Institute of Real Estate Appraisers, Basic Valuation Procedures, Examination 1A2
1989 American Institute of Real Estate Appraisers, Capitalization Theory and Techniques, Part A, Examination 1BA
1990 American Institute of Real Estate Appraisers, Capitalization Theory and Techniques, Part B, Examination 1BB

1991 American Institute of Real Estate Appraisers, Case Studies in Real Estate Valuation, Examination 2-1
1992 Appraisal Institute, Report Writing and Valuation Analysis, Course 2-2
1993 Appraisal Institute, Appraising Troubled Properties
1993 Appraisal Institute, Rates, Ratios, and Reasonableness
1993 Appraisal Institute, Advanced Capitalization
1993 Appraisal Institute, New URAR Form
1994 Appraisal Institute, Accrued Depreciation
1994 Appraisal Institute, Core Law for Appraisers
1994 Appraisal Institute, Understanding Limited Appraisals
1994 Appraisal Institute, Appraisal Office of the Future
1994 Appraisal Institute, Limited Scope Assignments
1994 Appraisal Institute, Candidate Guidance Training
1994 Appraisal Institute, Faculty Training Workshop
1995 Appraisal Institute, USPAP
1995 Appraisal Institute, Appraising Retail Properties
1995 Appraisal Institute, Appraisal of Retail Properties
1995 Appraisal Institute, Dynamics of Office Building Valuation
1996 Appraisal Institute, NW Florida Chapter, Core Law and Uniform Standards
1996 Appraisal Institute, Dynamics of Office Building Valuation
1996 Appraisal Institute, USPAP
1996 Appraisal Institute, National Video Conference
1997 Appraisal Institute, Core Law & Uniform Standards
1997 Fl. Condemnation Valuation & Appraiser Liability
1998 Appraisal Institute, Litigation Valuation
1998 Appraisal Institute, USPAP Core Law
1999 Appraising from Plans & Blue Prints
1999 Appraisal Institute, Professional Practice, Part C
1999 Appraisal Institute, USPAP Florida Law
1999 Appraisal Institute, The Good, The Bad, The Board
2000 Appraisal Institute, Analyzing Operating Expenses
2000 Appraisal Institute, Partial Interest Valuation
2000 Appraisal Institute, Core Law and USPAP Update
2001 Appraisal Institute, Data Confirmation & Verification
2002 Appraisal Institute, Core Law and USPAP Update
2004 Appraisal Institute, USPAP Update
2005 Appraisal Institute, Business Practices and Ethics
2005 Appraisal Institute, Rates and Ratios
2006 Appraisal Institute, Florida Law
2006 Appraisal Institute, Uniform Standards

EXPERIENCE:

06/79 to 12/79	Residential Fee Appraisal, Tom Graham, Miami, Fl
01/80 to 12/80	Residential Staff Appraiser, American Savings & Loan Association
01/81 to 03/83	Residential Staff Appraiser, Pioneer Federal Savings & Loan Association
03/83 to 09/88	Real Estate Appraiser, Bell Appraisal Service, Inc., Tallahassee, Fl
10/88 to Present	President, Bell, Griffith & Associates, Inc.
08/01 to Present	Adjunct Instructor, Florida State University, Dept. of Real Estate

SCOPE OF APPRAISAL ASSIGNMENTS:

Acreage	Multifamily	Retail
Residential	Commercial	Office
Condominiums	Industrial	Specialty Properties

PROFESSIONAL LICENSES:

Registered Real Estate Broker

PROFESSIONAL MEMBERSHIPS:

The Appraisal Institute
Member Appraisal Institute
Senior Residential Appraiser

OFFICES HELD:

Society of Real Estate Appraisers, 1989-1990, President, Big Bend Chapter #155
Appraisal Institute, NW Florida Chapter, 1993, Vice President
Appraisal Institute, NW Florida Chapter, 1993, Admissions Chairman
Appraisal Institute, NW Florida Chapter, 1994, President
Appraisal Institute, NW Florida Chapter, 1995 & 1996, Candidate Guidance Chair
Appraisal Institute, NW Florida Chapter, 1996, Secretary
Appraisal Institute, 1996-1997 National Board of Directors
Appraisal Institute, 1996 Regional Vice Chair
Appraisal Institute, 1997 Regional Chair
Appraisal Institute, Approved Seminar Instructor
Appraisal Institute, NW Florida Chapter, 1997-1998 Board of Directors
Appraisal Institute, NW Florida Chapter, 1999 Education Committee Chair
Appraisal Institute, NW Florida Chapter, 2000 Education Chair
Appraisal Institute, NW Florida Chapter, 2000 President

Phase I Environmental Site Assessment Conducted Under EPA Brownfields Cooperative Agreement No. BF 95460910-0

Former Thomas Motor Cars
23617 Blue Star Highway
Quincy, Gadsden County, Florida
Parcel ID No. 3-16-2N-3W-0000-00343-1000

Prepared for:

Gadsden County Planning and Development
1-B East Jefferson Street
P O Box 1799
Quincy, FL 32353-1799

Prepared by:

Cardno TBE
Shaping the Future

2420 Lakeshore Drive, Suite 100
Tallahassee, FL 32312
(850) 385-8232
Cardno TBE Project No. 0002292701

May 2013

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1. Executive Summary

Cardno TBE has completed a Phase I Environmental Site Assessment (ESA) of the property identified as the "Former Thomas Motor Cars", located at 23617 Blue Star Highway, Quincy, Gadsden County, Florida (Parcel ID No. 3-16-2N-3W-0000-00343-1000). The study area consists of the one parcel but two separate lots that are divided by a road. The property will herein be referred to as "the subject site/property" or "the site."

This assessment was performed to satisfy the requirements of the Client (Gadsden County) and their assign(s) with respect to potential environmental impairment and liabilities associated with the property due to contamination by hazardous substances, controlled substances or petroleum products on or near the site. This report meets the general requirements for conducting all appropriate inquiry into the previous ownership, uses, and environmental conditions of a property, as specified in *40 CFR Part 312, Standards and Practices for All Appropriate Inquiries.* Furthermore, this work was conducted by or under the responsible charge of an environmental professional as defined in *40 CFR §312.10.*

This assessment did not identify potential recognized environmental conditions (RECs) at or in the immediate vicinity of the subject property as defined by *ASTM Standard Practices E1527-05.*

Based on the above evaluation, additional assessment of the subject property is not warranted.

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2. Introduction

2.1 Purpose

The purpose for conducting the Phase I ESA is to gather sufficient information to develop an independent professional opinion about the environmental condition of the subject property and to identify actual or potential RECs that may impact the property value or effect claim to an "innocent land owner" exemption following acquisition. ASTM defines RECs as the following:

"The term *recognized environmental conditions* means the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *De minimis* conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

2.2 Detailed Scope-of-Services

A copy of the Phase I ESA portion of Cardno TBE's approved scope of work is included as **Appendix A**. In summary, Cardno TBE has performed these services in a manner consistent with the EPA *Standard for All Appropriate Inquiries* and *ASTM Standard Practice E1527-05.*

This assessment did not include an asbestos survey, lead-based paint survey, radon survey, wetlands delineation or a threatened and endangered species survey.

2.3 Significant Assumptions

While this report provides an overview of potential environmental concerns, both past and present, the environmental assessment is limited by the availability of information at the time of the assessment. It is possible that unreported past disposal of waste or illegal activities impairing the environmental status of the property may have occurred which could not be identified.

The conclusions and recommendations regarding environmental conditions that are presented in this report are based on a scope of work authorized by the Client. Please note however, that virtually no scope of work, no matter how complete, can identify all contaminants or all conditions above and below ground. Cardno TBE also assumes that the Client and other interested parties will read this report in its entirety.

2.4 Limitations and Exceptions

2.4.1 Limitations

In order to conduct the investigation for this report, Cardno TBE relied upon readily available information as discussed in the report and, unless explicitly included in our scope, included no verification of the accuracy or completeness of documentation or data or possible withholding of information by the interviewees, agencies, or other parties.

2.4.2 Exceptions, Deviations and/or Data Gaps

No Sanborn Fire Insurance Maps and limited City Directory coverage was available for the subject property and surrounding areas. Based on the availability of other historical sources, the lack of Sanborn Map and City Directory coverage did not affect the environmental professional's ability to identify historical RECs. No other significant limitations or data gaps likely to affect the environmental professional's ability to identify RECs were observed or encountered during preparation of this report.

2.5 Special Terms and Conditions

There were no special terms or contractual conditions for this assessment outside any active contract on-file between the Client and Cardno TBE as of the date of this report.

2.6 User Reliance

This report may be distributed and relied upon by the Client. This reliance is valid only as an accurate description of the property and any potential environmental conditions on the subject property as of the date of this report. In addition, this report has no other purpose and should not be relied upon by any other person or entity, except as provided herein.

This assessment was performed in accordance with generally accepted practices of the profession undertaken in similar studies at the same time and in the same geographical area, and Cardno TBE observed that degree of care and skill generally exercised by the profession under similar circumstances and conditions.

3. Site Description

3.1 Location and Legal Description

The subject property is located in the eastern portion of Quincy, Gadsden County, Florida in Section 16, Range 3 West, and Township 2 North (**Figure 1**). The legal description of the subject property, as provided by Gadsden County, is as follows:

OR 730 P 1707 COMM AT THE SEC OF THE SW 1/4 AND RUN S 89 DEG 20'59" W 372.76 FT., N 47 DEG 35'01" W 727.77 FT., S 42 DEG 24'59" W 25 FT TO BEGIN; THEN N 47 DEG 35'01" W 219.51 FT., NW/LY ALONG CURVE OF ROAD AN ARC DIST OF 127.43 FT., N 42 DEG 24'59" E 10 FT., NW/LY ALONG CONTINUED CURVE 185.90 FT., N 00 DEG 37'25" W 182.39 FT., N 88 DEG51'12" E 464.73 FT., S 66 DEG41'57" E 265.69 FT., S 35 DEG 16'41" W 559.24 FT TO THE P.O.B. OR 322 P 1154 LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993, IN SECTION 16-2N-3W.

3.2 Site and Vicinity

The subject property is located on approximately 5.48 acres that fronts four-lane Blue Star Highway (U.S. Highway 90). The subject parcel is separated into two lots that are divided by a road (Holly Circle) as depicted in **Figure 2**. The eastern lot is approximately 3 acres and the western lot is approximately 2.5 acres. Surrounding land use is either residential or undeveloped (**Figure 3**).

3.3 Current Use of the Property

The former auto dealership is currently vacant.

3.4 Descriptions of Roads, Other Improvements on the Site

The site is occupied by:

- A large one-story metal building (approximately 15,052 square feet) located at the northern portion of the eastern lot that was used as the service department.
- A small one-story metal building (approximately 1,600 square feet) located near the southern portion of the eastern lot that was used as the sales office.
- A small empty metal shed located at the northern portion of the eastern lot.

The buildings were reportedly constructed in 1987, based on the Gadsden County Tax Appraiser's records, when the auto dealership opened. The eastern lot is paved with portions apparently constructed on fill to level the lot, based on slope of the land to the east. The western lot is partially paved with asphalt with the remainder unpaved. There are no roads at the subject property but a road (Holly Circle) separates the two lots from each other. Access to the two lots of the subject property is from entrance from Holly Circle with no access directly from Blue Star Highway.

The subject property is connected to municipal electric and sanitary sewer services. While the EDR report indicates that a community well serves the site, a water meter box was noted along the eastern side of Holly Circle and would indicate that municipal water also serves the subject property.

3.5 Current Uses of the Adjoining Properties

Adjacent properties across roadways are:

- Residential properties and undeveloped land to the southwest (across U.S. Highway 90) of the subject property.
- Private residential properties to the north and northwest of the subject property, across Pontiac Drive and Holly Circle.

Adjacent contiguous properties:

- Private residential properties to the north and west of the western lot.
- Undeveloped land to the east of the eastern lot.

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4. User Provided Information

4.1 Title Records

This service was not requested by the Client as part of this assessment. In addition, no title records were provided for review.

4.2 Environmental Liens or Activity and Use Limitations

None identified by the Client (**Appendix B**).

4.3 Specialized Knowledge

The Client does not have specialized knowledge of the site other than it was used as an auto sales and service business.

4.4 Commonly Known or Reasonably Ascertainable Information

The Client is aware that the auto maintenance was conducted at the site and unspecified chemicals were used.

4.5 Valuation Reduction for Environmental Issues

None identified by the Client.

4.6 Owner, Property Manager, and Occupant Information

The current owner is the Capital City Bank Group. The subject property is currently vacant.

4.7 Reason for Performing Phase I

This assessment was performed to satisfy the requirements of the Client and other interested parties with respect to potential environmental impairment and liabilities associated with the property due to contamination by hazardous substances, controlled substances or petroleum products on or near the site.

5. Records Review

The purpose of the records review is to obtain and review records that will help identify RECs in connection with the property. Some records reviewed pertain not only to the property, but also to properties within an additional approximate minimum search distance in order to help assess the likelihood of problems by migrating hazardous substances or petroleum products. Unless stated otherwise the approximate minimum search distances used below were as specified in *ASTM Standard Practices E1527-05.*

5.1 Standard Environmental Record Sources

A search of available federal, state and local environmental records was obtained from Environmental Data Resources, Inc. (EDR). A copy of the search results is provided in **Appendix C**. The environmental records were requested with a center-point at the subject property. Due to discrepancies in the location of some facilities in the databases arising from incorrect or incomplete addresses, some facilities may be listed as un-mappable.

More detailed information regarding the individual databases searched is included in the Government Records Searched/Data Currency Tracking section of the EDR report. This section of the appended report also includes information regarding when each database was last updated. All database searches were conducted by EDR using the following search radii:

Federal Records	Search Radius Used
NPL/Superfund Sites	1-Mile Search Radius
Proposed/Delisted NPL Sites	1-Mile Search Radius
NPL Liens	Site Search Only
CERCLIS Sites	½ -Mile Search Radius
CERCLIS-NFRAP Sites	½ -Mile Search Radius
RCRA CORRACTS TSD Facilities	1-Mile Search Radius
RCRA non-CORRACTS TSD Facilities	½ -Mile Search Radius
RCRA Generators	¼ -Mile Search Radius
ERNS Hazardous Spills	Site Search Only
Hazardous Material Information Reporting System	Site Search Only
US Engineering Controls	½ -Mile Search Radius
US Institutional Controls	½ -Mile Search Radius
Department of Defense (DOD)	1-Mile Search Radius
Formerly Use Defense Sites (FUDS)	1-Mile Search Radius
US BROWNFIELDS Sites	½ -Mile Search Radius
Superfund Consent Decrees (CONSENT)	1-Mile Search Radius
NPL Records of Decision (RODS)	1-Mile Search Radius
Uranium Mill Tailings Sites (UMTRA)	½ -Mile Search Radius
Open Dump Inventory (ODI)	½ -Mile Search Radius
Toxic Chemical Release Inventory System (TRIS)	Site Search Only
Toxic Substance Control Act (TSCA)	Site Search Only
FIFRA/TSCA Tracking System (FTTS)	Site Search Only
Section Seven Tracking System (SSTS)	Site Search Only
PCB Activity Database System (PADS)	Site Search Only
Material Licensing Tracking System (MLTS)	Site Search Only

Master Mines Index (MINES)	¼-Mile Search Radius
Facility Index System (FINDS)	Site Search Only
RCRA Administrative Action Tracking (RAATS)	Site Search Only

State and Local Records	**Search Radius Used**
State Hazardous Waste Sites	1-Mile Search Radius
State Landfill/Solid Waste Sites	½ -Mile Search Radius
Leaking USTs	½ -Mile Search Radius
Registered USTs	¼-Mile Search Radius
Registered ASTs (AST)	¼-Mile Search Radius
Oil and Hazardous Materials Incidents (SPILLS)	Site Search Only
Engineering Controls	½ -Mile Search Radius
Institutional Controls	½ -Mile Search Radius
Voluntary Cleanup Program (VCP)	½ -Mile Search Radius
PRIORITY Dry Cleaners	½ -Mile Search Radius
Ethylene Dibromide Database (DEDB)	½ -Mile Search Radius
BROWNFIELDS	½ -Mile Search Radius

Tribal Records	**Search Radius Used**
Indian Reservations (Indian Reserve)	1-Mile Search Radius
Indian Leaking UST (INDIAN LUST)	½-Mile Search Radius
INDIAN UST	¼-Mile Search Radius

EDR Proprietary Records	**Search Radius Used**
Manufactured Gas Plants	1-Mile Search Radius

The subject property is listed in the EDR report as a leaking underground storage tank (UST) site (**Facility ID No. 208732775**). An on-line search of the Florida Department of Environmental Protection's (FDEP's) OCULUS database was conducted and found the completed registration form for two USTs that were removed from the site in February 1999. A closure letter report dated March 1999 was prepared and submitted to the Gadsden County HRS, Environmental Health section by Jim Stidham & Associates, Inc. (**Appendix D**). This report stated that a 1,000-gallon unleaded fuel UST and a 1,000-gallon waste oil UST were removed from the site. The fuel tank was located at the southern portion of the vehicle service building (near the service check - in canopy) while the waste oil tank was located near the northern corner of the service/maintenance building. Organic Vapor Analyzer (OVA) screening data from soil borings collected near the sidewalls and from below the bottom of the fuel UST pit exhibited readings at or below 5 parts per million (PPM). OVA screening readings from soil borings near the sidewalls and from below the bottom of the waste oil tank were each below 1 PPM. One soil sample for laboratory analyses of volatile aromatic compounds, polycyclic aromatic hydrocarbons, and total recovery petroleum hydrocarbons was collected just beneath the fuel UST excavation. This analytical sample exhibited only a low concentration of toluene (0.0012 milligrams per kilogram [mg/Kg]) in the soil. This concentration is below the current 0.5 mg/Kg groundwater leachability soil cleanup target level (62-777, Florida Administrative Code, 2005). An August 7, 2000 letter from Mr. Charles Harp of FDEP to Mr. Bruce Thomas (property owner) stated that State requirements for closure were met for the two (2) USTs at the site (**Appendix D**).

Based on an expanded EDR report and OCULUS search, the following facilities were identified to be located within ½ mile of the site.

- **East 90 Paint and Body, Inc. (Facility ID FLR 000166074)** - located at 23735 Blue Star Parkway and approximately 0.138 miles to the southeast of the site. This facility is reportedly a conditionally exempt small quantity waste generator with reported ignitable hazardous waste. An April 2010 FDEP inspection report of the facility was found in the OCULUS data base and no violations were reported. This was the only entry found for the facility.
- **Gadsden County Memorial Hospital (Facility ID No. 8626075)** - located at 23186 Blue Star Highway and is approximately 0.378 miles northwest of the site. The EDR report indicates that two previous 5,000-gallon diesel USTs were removed respectively from the facility in 1994 and 1999. Information from EDR about these two tanks was not available on OCULUS but it appears that they powered a back-up generator. Subsequent to the removal of the last UST in early 1999, a 3,000-gallon diesel UST was installed to power the generator. The 3,000-gallon UST was removed in February 2009 and during closure activities approximately 37 cubic yards of petroleum impacted soil was reportedly removed (ECT, 2009). Soil analyses from the UST excavation did not reveal impacted soil after soil removal; groundwater sampling was not performed due the depth of the water table. A Site Rehabilitation Completion Order (SRCO) was issued by FDEP on July 2009. A 2,800-gallon diesel above ground storage tank was installed in April 2009 to power the backup generator and is currently in service.

The EDR report also indicates that the **V Stop fuel station (Facility ID No. 9047179)**, located at 16854 Blue Star Highway, is approximately 0.288 miles southeast of the site. After review of OCULUS reports for this facility, the location of the facility was found to be inaccurate. It is located approximately 6.5 miles to the west of the subject property on US Highway 90.

5.2 Additional Environmental Record Sources

The Gadsden County Department of Health was contacted to confirm the absence of a septic system servicing the site due to the location of the site just outside Quincy. A septic tank is not registered at the property address according to the County (Jason Krazit, Gadsden County).

While not typically a part of agency records review during performance of a Phase I ESA; Cardno TBE personnel performed a cursory review of the following readily-available sources to obtain information regarding historic properties and endangered species habitats in an attempt to ensure that on-site assessment activity would not adversely impact a historical property or structure; or jeopardize the continued existence of any listed species or modify designated critical habitats in accordance with the General Federal Requirements typically identified in Brownfield Assessment Grant Terms and Conditions.

- National Registration of Historic Places database maintained by the National Park Service to determine if the subject or any adjacent properties contained a registered structure. A listing is strictly a governmental acknowledgment of a historic district, site, building or property. However, the Register is mostly "an honorary status with some federal financial incentives." The National Register of Historic Places automatically includes all National Historic Landmarks as well as all historic areas administered by the National Park Service. Besides landmarks

these include: National Historic Sites (NHS), National Historical Parks, National Military Parks/Battlefields, National Memorials, and some National Monuments.

- US Fish and Wildlife Service Critical Habitat Portal database.

A review of the automated search of the most current readily-available information indicated that the subject property and adjacent properties are not listed in the most recent National Register of Historic Places for Quincy, Florida. In addition, critical habitat designations were not identified within the immediate vicinity of the subject property. The Critical Habitat Map for the subject property and surrounding area is included as **Appendix E**.

In addition to the above references, a 2009 Phase I ESA report reportedly prepared by Chastain-Skillman, Inc. was reviewed.

5.3 Physical Setting Source(s)

Hydrogeological resources were examined to identify the probable direction of surface water run-off and shallow groundwater flow at the site. According to the USGS Quincy, Florida 7.5-minute series topographic map (1994), the subject property is approximately 220 feet above mean sea level (msl) with surrounding land sloping to the southeast (**Figure 1**). Topography of the site is relatively flat, but at least the eastern lot appears to have been filled to level the property. Surface water and shallow groundwater flow can be assumed to follow the topographic slope to the southeast. Groundwater was not detected within 20 feet of the surface when the USTs were removed in 1999. Based on the elevation of the nearest water body, located to the southwest of the site, groundwater may be expected to be upwards of 70 to 80 feet below land surface. While municipal water lines extend to the area of the site, EDR reports that several private water wells are located in the area surrounding the site in addition to a well (located just northeast of the site) that serves the small residential community to the north of the site at Holly Circle.

According to the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service inquiry, the western lot and northern portion of the eastern lot are situated on soil classified as Fuquay-Lucy-Orangeburg complex, 0 to 5 percent slopes while the southern portion of the eastern lot is comprised of Dothan-Fuquay-Cowarts complex, 8 to 15 percent slopes. These soils are well drained and range in composition from sand to sandy clay loam. A copy of the soil survey inquiry results obtained via the web-based USDA National Resources Conservation Survey is included as **Appendix F**.

5.4 Historical Use Information on the Property

The objective of consulting historical sources is to develop a history of the previous uses at the property in order to help identify the likelihood of past uses having led to recognized environmental conditions in connection with the property. Historical use information describing the subject property was obtained from a variety of sources. This information is presented below.

5.4.1 Sanborn Fire Insurance Maps

Sanborn Fire Insurance Maps have been produced since the late 1800's to provide information relative to fire hazards on insurable property. These maps often indicate locations of underground and aboveground gasoline tanks, storage facilities for flammable chemicals, such as dry cleaners, paint shops, maintenance and garage facilities, as well as historical information on occupants of buildings, unavailable through other sources. Production of these maps typically was limited to the immediate vicinity of downtown urban areas. Sanborn Fire Insurance maps were not found by EDR in the vicinity of the site.

5.4.2 Historical City Directory Review

R.L. Polk directories and/or Hill-Donnelly Cross Reference directories are referenced for study areas which help identify changes in land use based on the type of businesses that occupied the subject site and surrounding area. The type of business, such as automotive, dry cleaning, gasoline/service stations, etc. are indicative of the possible presence of hazardous substances or petroleum products. City directories for the site were available from 2000 to 2012 and the directories dated 2002, 2005, 2007, 2010, and 2012 were reviewed. The subject property is listed from each of the years reviewed except for 2012. The property listings immediately surrounding the site are residential. One business, East 90 Auto Body and Paint is listed at 23735 Blue Star Highway and is located approximately 550 feet to the southeast of the site on US Highway 90.

5.4.3 Aerial Photography Review

The objective of consulting historical sources is to determine the likelihood of past uses having led to recognized environmental conditions in connection with the property. Historical use information describing the subject property was obtained from a variety of sources (as previously discussed), and are summarized on the following tables.

On-Site Aerial Photograph Information	
Year	**Observations**
1955, 1966, 1975, and 1982 *Figures 4a - 4d*	Both lots of the subject property are mostly cleared of vegetation. The 1966 aerial photograph may show northeast-southwest trending furrows at the eastern lot which could indicate row crops. However, the other reviewed historical aerial photographs do not show these features and would indicate that this area has not undergone extension agricultural cultivation.
1992 and 2004 *Figures 4e and 4f*	The subject property appears as currently observed except that the business has several parked automobiles and appears operational. The western lot appears to be used as an auto show area with the northern portion cleared but not used. The western lot has the observed sales and service/maintenance buildings.

Off-Site Aerial Photograph Information	
Year	**Observations**
1955 and 1966 *Figures 4a and 4b*	The area around the site appears to be mostly agricultural crop, pasture, or undeveloped land. What appear to be farm residences or other farm buildings are noted to the southwest and northeast of the site. U.S .Highway 90 is paved and two-lane, but most other roads in the area appear to be unpaved. Buildings close to each other to the northwest, along US Highway 90, appear to be residential and not associated with farms.
1975 and 1982 *Figures 4c and 4d*	US Highway 90 is a divided, four lane road but most nearby roads appear to be unpaved. More residential housing appears to the northwest with what appear to be individual housing to the northeast and west of the site. A large cleared area is observed near the bottom of the hill, southeast of the site.
1992 and 2004 *Figures 4e and 4f*	The surrounding area appears as noted during the site visit with mostly residences to the west, north, and northeast and undeveloped property directly east and southeast of the site. Holly Circle has been constructed between the two lots and to the north of the site. The area to the south of Blue Star Highway is mostly undeveloped with only two residences. The current location of the paint and body shop, to the southeast of the site, is occupied by a building.

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6. Site Reconnaissance

The objective of the site reconnaissance is to obtain information indicating the likelihood of identifying RECs in connection with the property.

6.1 Methodology and Limiting Conditions

The purpose of the reconnaissance is to observe property conditions and identify exposed features that could represent or indicate RECs associated with the site and or adjacent properties. Adjoining properties were observed from the property boundaries and public right-of-ways.

6.2 General Site Settings

Cardno TBE personnel visited the subject site on March 5, 2013 to identify the current use(s) of the property, including current operations likely to involve the use, treatment, storage, disposal, or generation of hazardous substances or petroleum products, and to identify RECs (as defined in the *ASTM Standard Practices E1527-05*). The site reconnaissance revealed the following:

- The subject property was unoccupied and is composed of two lots separated by Holly Circle. The western lot was vacant and partially paved while the eastern lot has two buildings. Most of the eastern lot is paved.
- The area to the north and west is residential while the areas to the east and south are predominantly undeveloped.

6.3 Exterior/Interior Observations

The general condition of the subject property building was good. The western lot of the site was partially paved and the asphalt pavement is in fair condition. The eastern lot was vacant and the asphalt pavement was intact. Electricity and water were not working at either of the site buildings. The former service/maintenance building has roll up doors along both sides of its eastern portion. A covered concrete area with trench drains and a storm water sewer grate is also located near the eastern portion of the building. An unlocked chain-linked fence surrounds the area to the north of the building. An aboveground propane storage tank and empty metal storage building were observed in an unpaved area to the east of the service/maintenance building. A buried rusted metal drum measuring approximately 2.5 feet in diameter was observed just east of the former service/maintenance building, in the unpaved area. This buried drum appears to have been a burn pit and was observed to have incinerated material including ash, plastic, iron fragments, glass bottles, and aluminum cans. Some office furniture and dismantled air conditioning/heating equipment were noted along the northern exterior wall of the service/maintenance building. Two paved patches were noted to the south and the north of this building and correspond to locations of the two USTs reportedly removed in 1999 (Jim Stidham & Associates). A small rectangular third patch was noted at the northern portion of the building, just north of a covered cement area illustrated by Chastain-Skillman (2009) to have housed an air compressor. Discolored asphalt was noted along the northwestern portion of the former service/maintenance building and was attributed to the area where the Chastain-Skillman report illustrated used tire storage when the business was operational. In addition, what appear to be drum/bucket rings were noted

near the covered concrete area at the eastern portion of the building. This area is the location noted by Chastain-Skillman to have used oil containers and was noted to have minor staining in 2009.

The doors and windows to the former service/maintenance and sales buildings were locked except for one window at the sales building that was boarded from a broken window. There was interior evidence of vandalism in the former sales building (broken glass and ceiling tile destroyed) along with the broken window. The sales building was mostly empty of furnishings. The former service/maintenance building had some used furniture in the service bay along with empty storage shelves in what appears to be a supply room. Offices and a cashier area at the western portion of the building had some furnishings but the eastern portion of the building was mostly empty.

Notable observations from the interior of the former service/maintenance building included:

- A virgin motor oil above ground storage tank of approximately 100 gallons was located just west of the service bays and a dispenser for this oil was noted on the western wall of the bay.
- Concrete floors without floor drains along with the imprints and rusted tie-down bolts of five former above ground lifts that have been removed.
- Two partially full 5-gallon plastic containers of mixed used motor oil and water were observed on the concrete floor at the eastern end of the service bay.

No visible staining was observed within the service bay or from exterior locations at the site. A photographic log is included in **Appendix G**.

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7. Interviews

The objective of interviews is to obtain information indicating RECs in connection with the property.

7.1 Interview with Owner

A representative of Capital City Bank Group, Mr. Randy Allen, completed an "All Appropriate Inquiry - Interview Questionnaire" regarding past activities at the site (**Appendix B**). Mr. Allen stated that the site is vacant and that no business activities have occurred at the subject property since it was acquired in 2010 by Capital City Bank Group. Mr. Allen did not have any detailed knowledge of past specific operations at the site.

7.2 Interview with Others

Mr. Bruce Thomas (the previous owner to Capital City Bank Group) was contacted regarding historical operations at the site. Mr. Thomas confirmed that all hydraulic lifts were above ground and there were no floor drains present within the vehicle maintenance building. Also, Mr. Thomas does not recall whether buildings were initially served by a septic tank, but indicated that he thought the property was on municipal sewer when he ceased operations.

7.3 Interviews with Occupants

There are no current occupants at the property.

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8. Findings and Opinion

8.1 Findings and Opinions

Phase I ESA investigations seek to identify known or suspected RECs, historical RECs, and *de minimis* conditions. *De minimis* conditions are those that are judged to not present a material risk of harm to health or the environment. The following contains a list of potential environmental concerns identified and the environmental professional's opinion on their impact to the subject property:

On-site. Former waste oil and fuel USTs located in the service/maintenance building.

Opinion: OVA screening and laboratory results from the 2009 UST closure report did not indicate contamination from either location, therefore the former USTs are not considered RECs.

On-site. Subsurface fire pit located to the east of the former service/maintenance building.

Opinion: Material observed from the fire pit includes incinerated paper, plastic, beverage bottles and cans, and iron fragments. Based on these observations, this is not considered a REC.

On-site. Used oil storage on concrete at the eastern portion of the former service/maintenance building.

Opinion: While used oil containers and minor staining were noted at this location in 2009 from the Chastain-Skillman ESA report, no oil staining or cracks in the concrete were apparent during the Cardno TBE site visit. While some spillage of oil may have occurred in the past, a potential pathway to soil through the concrete was not observed. This location is not identified as a REC.

8.2 Conclusions

Cardno TBE has completed a Phase I Environmental Site Assessment of the property located at 23617 Blue Star Highway in Quincy, Florida (as presented in **Figure 1**). This report has been prepared in general accordance with *40 CFR Part 312 Standards and Practices for All Appropriate Inquiries* and ASTM E 1527-05 *Standard Practice for Environmental Site Assessments*.

This assessment revealed no RECs associated with the subject property or any notable findings from surrounding properties.

8.3 Recommendations

Based on the findings and conclusion of this investigation, no further assessment is recommended.

9. References

Chastain-Skillman, 2009. Phase I Environmental Site Assessment, Thomas Motor Cars, 23617 U.S. Highway 90, Quincy, Florida.

ECT, 2009. Tank Closure Report - Gadsden Memorial Hospital, Quincy, Florida.

FDOT, Historical Aerials Collection

University of Florida Historical Aerials Collection

FDEP on-line database searches

Florida Department of Transportation Aerial Photograph Collection

Gadsden County Property Appraiser, Online Inquiry System.

Gadsden County Department of Health. Septic Tank Inspection Division.

Jim Stidham and Associates, Inc. 1999. Tank Closure Assessment Report, Thomas Motor Cars, US Highway 90, Quincy, Florida. FDEP Facility ID# 208732775.

Regulatory Database and Sanborn Fire Insurance Map Search, Environmental Data Resources, Inc.

Thomas, Bruce. 2013. Personal Communication. Former Owner of Subject Property.

USGS Natural Resources Conservation Services, National Cooperative Soil Survey

United States Geological Survey; Quincy Quadrangle, 1994

10. Qualifications/Signatures of Environmental Professional(s)

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in *40 CFR Part 312.10.* I have the specific qualifications based on education, training and experience to assess a property of the nature, history and setting of the subject property. I further certify that, in my professional judgment, this report meets the requirements of *40 CFR Part 312, Standards and Practices for All Appropriate Inquiries,* and was prepared by me or under my direct responsible charge.

for Cardno TBE

George E. Wiegand, P.G.
Project Manager

Date: April 29, 2013

I declare this "*Phase I Environmental Site Assessment*" Report for the Former Thomas Motor Cars located at 23617 Blue Star Highway in Quincy, Florida meets or exceeds Cardno TBE's standards for editorial content, technical accuracy, and quality assurance verification. All data and calculations presented herein have been checked for accuracy and the basis for all conclusions and recommendations have been described.

This report has been prepared in general accordance with *40 CFR Part 312* and *ASTM Standard Practices E1527-05 for Environmental Site Assessments.* Furthermore, I have the specific qualifications based on training, experience and registration to assist in the assessment of a property of the nature, history and setting of the subject property.

for Cardno TBE

Roger B. Register

Roger Register
Director

Date: April 29, 2013

George E. Wiegand, P.G.
Project Manager/Geologist

MS, Geology
Florida State University, 1985
BA, Geology
Florida State University, 1979

- 27 Years Professional Experience
- Registered Professional Geologist - Florida
- 40-Hour OSHA Certified
- 8-Hour OSHA Health and Safety Training

Experience

- Hydrogeologic and remedial investigations
- Groundwater and soil remediation
- Project and Program Management for State of Florida Contracts and U.S. Department of Defense Facilities (Tier 1)

Roger Register
Branch Manager/Director

BS, Petroleum Engineering
University of Oklahoma, 1984
BS, Business Administration Management
University of Florida, 1979

- Florida Real Estate Sales Associate License #SL609949
- Board Member of Florida Brownfields Association (FBA), 2007 through 2011
- Past President of the Florida Brownfields Association (2008)
- Chair of Legislative Committee for FBA, April 2006 to Present
- Florida Chamber of Commerce Faculty, 2011
- 22 Years Professional Experience
- 15 Years Regulatory Experience with Florida Department of Environmental Protection associated with Petroleum, Hazardous Substance and Brownfields Projects

Mr. Register serves as the Director for the Tallahassee, Florida office of Cardno TBE. He assists public and private sector clients with land development and reuse, state and federal programs, assessment and remediation of non-hazardous and hazardous substances, and economic benefits specifically in environmentally-challenged areas.

BOARD OF COUNTY COMMISSIONERS
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 14, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Manager
Allara Mills Gutcher, Director of Planning and Community Development
Phyllis R. Moore, SHIP Administrator

Subject: Amendment of Chapter 66, Article II, Housing Initiatives Partnership (SHIP) by Adoption of Ordinance 2013-009

Statement of Issue:

Board of County Commissioners (BOCC) approval to amend Chapter 66, Article II of the Gadsden County Code of Ordinances, Housing Initiatives Partnership, to better reflect current statutory requirements, and to reestablish the makeup of the housing advisory committee. This amendment will also combine the purpose of the housing advisory committee with that of the Community Development Block Grant Citizen's Advisory Task Force.

Background:

Ordinance 1993-01 adopted the Housing Initiatives Partnership regulations into the Gadsden County Code of Ordinances, which is guided by §420.9075, Florida Statutes. Currently, Chapter 66, Article II contains the language which was adopted by that ordinance.

Analysis:

Chapter 420, Part VII, Florida Statutes and Rule Chapter 67-37, Florida Administrative Code provide the legislative authority and requirement for the local housing initiatives partnership program which administers the SHIP program monies as distributed. The requirements include the establishment of a local housing assistance program and submittal of a report of the local government's affordable housing programs and accomplishments. Much of the language within this Ordinance is derived from Chapter 420, Part VII, Florida Statutes.

Gadsden County is one which receives the minimum allocation of SHIP funds. Due to our population numbers, we are able to have less than the statutorily required eleven (11) members. In order to become more efficient and to streamline our activities, this ordinance will reduce the current number stipulated in the Code from nine to seven members, and combine the purpose of

the committee from solely SHIP initiatives to Community Development Block Grant (CDBG) programs as well. This committee is required for CDBG funding.

The proposal also adopts several definitions by reference to the Florida Statute, updates Florida Administrative Code references, updates terminology, and reflects current statutory language.

This request accompanies the hearing for Resolution 2013-031, under separate agenda item.

Fiscal Impact:

The County must have an ordinance enacted to program CDBG funds.

Options:

1. Adopt Ordinance 2013-009 and authorize the Chair to execute ordinance.
2. Do not adopt Ordinance 2013-009.
3. Board Direction.

Recommendation:

Option 1

Attachments:

1. Ordinance 2013-009
2. Exhibit "A" Clean Copy
3. Exhibit "A" Markup Copy

ORDINANCE NO. 2013-009

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA AMENDING THE CODE OF ORDINANCES CHAPTER 66, ARTICLE II, HOUSING INITIATIVES PARTNERSHIP; CREATION OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC), WHICH WILL SERVE AS THE AFFORDABLE HOUSING ADVISORY COMMITTEE, (AHAC) AND SHALL OPERATE IN A DUAL-ROLE OF CITIZENS ADVISORY TASK FORCE (CATF); AND TO CHANGE THE MEMBERSHIP ON THE AFFORDABLE HOUSING ADVISORY COMMITTEE FROM THE ELEVEN (11) MEMBERS TO SEVEN (7) MEMBERS, IN ACCORDANCE WITH THE PROVISIONS OF F.S. 420.9076; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Gadsden County has established the Gadsden Affordable Housing Advisory Committee (AHAC), as required pursuant to §420.9076(2), Florida Statutes; and

WHEREAS, §420.9076, Florida Statutes required that the County appoint members to adopt the Local Housing Assistance Program (LHAP); and,

WHEREAS, Florida Statutes requires that these appointed members make specific recommendations to encourage or facilitate affordable housing while protecting the ability of the property to increase in values that will be the basis for the County to adopt the local housing assistance program, and amendments thereto;

WHEREAS, §290.046(6) Florida Statutes requires a Citizen's Advisory Task Force be appointed "to provide input relative to all phases of the project process" for Community Development Block Grant Funds; and

WHEREAS, this resolution repeals all prior resolutions in conflict with the terms set out herein and dissolves any previously appointed AHAC and the Citizens Advisory Task Force for CDBG funds;

Now therefore, be it ordained by the Board of County Commissioners of Gadsden County, Florida as follows:

SECTION I: Approval of Amendment.

We, the Board of County Commissioners of Gadsden County, hereby adopt the amendment to Chapter 66, Article II of the Gadsden County Code of Ordinances, as hereby included as Exhibit "A".

Section II: Repeal

All parts of Chapter 66, Article II of the Gadsden County Code of Ordinances in existence prior to the adoption of this ordinance and in conflict herewith are hereby repealed and shall have no further effect whatsoever.

Section III: Severability

If any phrase or portion of this Ordinance, or the particular application thereof, shall be held invalid or unconstitutional by any court, administrative agency or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases and their application shall not be affected thereby.

Section IV. Effective Date

This Ordinance shall become effective upon passage.

The above and foregoing Ordinance was read and approved at a duly convened regular meeting of the Board of County Commissioners of Gadsden County, Florida, this 3rd day of December, 2013.

APPROVED AS TO FORM & CORRECTIONS:

_____ _____

Eric F. Hinson, BOCC Chairman **Nicholas Thomas, Clerk of Courts**

_____

County Attorney

COUNTY SEAL

EXHIBIT A

ARTICLE II. - HOUSING INITIATIVES

Sec. 66-31. - Definitions.

Sec. 66-32. - Establishment of the local housing assistance program.

Sec. 66-33. - Creation of the local housing assistance trust fund.

Sec. 66-34. - Intent and purpose of the local housing assistance program.

Sec. 66-35. - Establishment of the local housing assistance program.

Sec. 66-36. - Designation of responsibility for administration and implementation of the local housing assistance program.

Sec. 66-37. - Membership and Operations of the Community Development Advisory Committee.

Responsibilities and Duties of the Community Development Advisory Committee.

Sec. 66-31. - Definitions.

Except as included below, the definitions contained in §420.0004, Florida Statutes and Rule 37-37.002, F.A.C., are adopted herein by reference.

Administrative expenses means those expenses directly related to the implementation of the local housing assistance plan and local housing assistance program and shall not include the reimbursement of costs which were previously borne by another funding source which could continue to be available at the time the local housing assistance plan is submitted.

Award means a loan, grant, or subsidy funded wholly or partially by the local housing distribution.

Eligible housing means any real and personal property located within the county or the eligible municipality which is designated and intended for the primary purpose of providing decent, safe and sanitary residential units that are designed to meet the standards of F.S. ch. 553 for homeownership or rental for eligible persons as designated by such county or eligible municipality participating in the local housing assistance program.

Eligible municipality means a municipality that is eligible for Federal Community Development Block Grants as an entitlement community identified in 24 CFR 570-D, entitlement grants.

Eligible person means one or more natural persons or a family determined by the county or eligible municipality to have special housing needs or to have very low-income, or moderate income according to the adjusted gross income of the resident with adjustment made for family size.

Eligible sponsor means a community-based organization, a person or a private or public for profit or nonprofit entity that applies for assistance under the local housing assistance program for the purpose of providing eligible housing for eligible persons.

Grant means a distribution of a portion of a local housing distribution to an eligible sponsor or eligible person to provide assistance under the local housing assistance program.

Home ownership means a distribution of a portion of a local housing distribution to an eligible person or eligible sponsor for construction, rehabilitation, purchase, or lease-purchase financing for owner-occupied eligible housing.

Interlocal entity means any entity created pursuant to the provisions of F.S. ch. 163, pt. I (F.S. § 163.01 et seq.) for the purpose of a joint local housing assistance program pursuant to the provisions of F.S. § 420.9075(5), or for the purpose of a joint affordable housing incentive plan pursuant to the provisions of F.S. § 420.9076(2).

Loan means a pledge of the local housing distribution monies to an eligible sponsor or eligible person to finance the acquisition, construction or rehabilitation of eligible housing.

Local housing assistance plan means a concise description of the local housing assistance program adopted by this article with an explanation of the way in which the Local Housing Assistance Program meets the requirements of this article and F.S. §§ 420.907—420.9079 and F.A.C. ch. 9I-37.

Local housing distribution means the proceeds of the taxes collected under F.S. ch. 201 deposited into the Local Government Housing Trust and distributed to counties and eligible municipalities participating in the State Housing Initiatives Partnership Program pursuant to F.S. § 420.9073.

Local housing partnership means the implementation of the Local Housing Assistance Program in a manner that involves, but is not limited to, the county/city, community-based organizations for profit housing developers, lending institutions, providers of professional services relating to affordable housing and service organizations working on behalf of persons with special housing needs. The term "local housing partnership" includes initiatives to provide support services for housing program beneficiaries such as training to prepare persons for the responsibility of home ownership, counseling of tenants, and the establishment of support services such as day care, health care and transportation.

Personal property means movable property, belongings exclusive of land and buildings.

Persons who have special housing needs means persons who have incomes not exceeding moderate-income and who because of particular social, economic, or health related circumstances have greater difficulty acquiring or maintaining affordable housing. Such persons may, for example, encounter resistance to their residing in particular communities, increased housing cost resulting from unique needs, and high risk of institutionalization. As set out in the State of Florida Comprehensive Housing Affordability Strategy (1991) these individuals include: persons with developmental disabilities; persons with mental illness/chemical dependency; persons with AIDS and HIV disease; runaway and abandoned youth; single-parent families; public assistance recipients; migrant and seasonal farm workers; refugees and entrants; and the elderly and disabled adults.

(Ord. No. 93-001, § I)
Cross reference— Definitions generally, § 1-2.
State law reference— Similar provisions, F.S. § 420.9071.

Sec. 66-32. Establishment of the local housing assistance program.

(a) The Local Housing Assistance Program is hereby created and established to implement the requirements of §420.907, F.S., and Rule 67-37, Florida Administrative Code (F.A.C.)

(b) The County shall implement the program within the unincorporated boundaries of Gadsden County and may enter into an interlocal agreement with municipalities. The strategies of the program will be set forth in the County's State Housing Initiative Partnership (SHIP) Program local housing assistance plan.

Sec. 66-33. - Creation of the local housing assistance trust fund. The Local Housing Assistance Trust Fund is hereby created and established.

(a) All monies received from the state pursuant to the State Housing Initiative Partnership Act and any other funds received or budgeted to provide funding for the local housing assistance program shall be deposited into the Local Housing Assistance Trust Fund. Administration of the local housing assistance trust fund shall comply with 37-37.007, F.A.C and §420.9075, Florida Statutes, and shall be the responsibility of the Gadsden County Director of Planning and Community Development, or their designee.

(b) Expenditures other than for the administration and implementation of the local housing assistance program shall not be made from the local housing assistance trust fund.

(c) Amounts of deposit in the local housing assistance trust fund shall be retained in a special escrow account designated as the local housing assistance trust fund and used for the purposes thereof.

(d) Until utilized for the purposes thereof, monies in the local housing assistance trust fund shall be held in trust by the County solely for use pursuant to the local housing assistance program. All local housing assistance program income, including investment savings, shall be retained in the local housing assistance trust fund and used for the purposes thereof.

(e) The local housing assistance trust fund shall be separately stated as a special revenue fund in the County's audited financial statements. Copies of such audited financial statements shall be forwarded to the Florida Housing Finance Corporation as soon as such statements are available.

(Ord. No. 93-001, § II; Ord. No. 94-002)
State law reference— Local housing distributions, F.S. § 420.9073.

Sec. 66-34. - Intent and purpose of the local housing assistance program.

(a) The intent of the local housing assistance program is to:

(1) Increase the availability of affordable housing units by combining local resources and cost-saving measures.

(2) Assist in achieving the growth management goals contained in the adopted local comprehensive plan by allowing more efficient use of land so as to provide housing units that are affordable to persons who have special housing needs, very low-income, low-income or moderate income.

(3) Promote cost savings through innovation design, flexible design options for housing developments , and positive design features such asstreet and pedestrian access (4) Promote mixed-income housing within urban, suburban, and rural areas of Gadsden County so as to provide increased housing and economic opportunities for persons who have special housing needs, very low-income, low-income, or moderate income.

(5) Build and maintain the organizational and technical capacity of community based organizations so as to optimize the role of community based organizations in the production of affordable housing.

(b) The purpose of this article is to implement the intent of the local housing assistance program while providing for:

(1) Protection of natural resources;

(2) Enhancement of the viability of public transit, pedestrian circulation and non-motorized mode of transportation;

(3) Community development and economic growth; and

(4) A strong sense of community involvement through increased social and economic wellbeing.

(Ord. No. 93-001, § IV)

Sec. 66-35. - Establishment of the local housing assistance program. The local housing assistance program is hereby created and established.

(a) Funds received from the state pursuant to the State Housing Initiative Partnership Act shall be used pursuant to §§420.9072 – 420.9079, Florida Statutes.:

(b) The county hereby specifically finds the cost of administering the local housing assistance program shall not exceed ten percent of the funding received from the state pursuant to its resolution and the State Housing Initiative Partnership Act.

(c) The local housing assistance program shall include all other lawful objectives not previously listed if such objectives have been adopted in the local housing assistance plan in the manner provided for by F.S. §§ 420.907—420.9079 and67-37, F.A.C.

(Ord. No. 93-001, § V; Ord. No. 93-003)
State law reference— Local housing assistance plans, F.S. § 420.9075.

Sec. 66-36. - Designation of responsibility for administration and implementation of the local housing assistance program.

(a) Gadsden County hereby designates the Community Development division to implement and administer this program. . The responsibilities of the division shall be:

(1) To work with the Community Development Advisory Committee to monitor the success of the local housing assistance program, and provide advice and suggestions for the improvement thereof.

(2) To coordinate its efforts with the Florida Housing Finance Corporation in facilitating the funding of its programs that are appropriate in the County and to set up workshops with appropriate advertisements to advise potential homebuyers of the Home Ownership Assistance Program (HAP) and inform nonprofit developers and community based organizations of the Housing Predevelopment Trust Fund (HPTF) Program.

(3) To work with the Community Development Advisory Committee to coordinate local programs such as community loan funds, inclusionary housing programs, and linkage programs, with state programs such as the HPTF, the HAP, Single-Family Mortgage Revenue Bond (MRB) Program, and State Apartment Incentive Loan (SAIL) Program, and with federal programs such as the Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program, Low Income Rental Tax Credit (LRTC) Program, and section 8 Rental Assistance so as to maximize the production of eligible housing through the local housing assistance program.

(4) To prepare and revise the local housing assistance program (LHAP) as required by law or as otherwise considered necessary, but consistent with applicable legal requirements.

(b) The total amount paid for any administrative expenses in connection with the SHIP Program, will not exceed ten percent of the funds deposited into the local trust fund.

(c) The County shall not treat as administrative expense any costs previously borne by another funding source which could continue to be available at the time the local housing assistance plan is submitted.

(d) In implementing the local housing assistance program, the Community Development Advisory Committee shall:

(1) Advertise the availability of a housing assistance program in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of any application period. If no funding is available due to a waiting list, no notice of funding availability is required.

(2) Adopt a maximum award schedule or system of awards to comply with the following criteria:

a. Sixty-five percent of the funds shall be reserved for home ownership for eligible persons.

b. Seventy-five percent of the funds shall be reserved for construction, rehabilitation, or emergency repair of eligible housing.

Not more than twenty percent of the funds may be used for manufactured housing.

c. The sales price of new or existing eligible housing shall not exceed 90 percent of the median area purchase price in Gadsden County. Such median area purchace price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs or as otherwise established by the United States Department of the Treasury.

d. All units constructed, rehabilitated or otherwise assisted with program funds received from the local housing assistance trust fund shall be occupied by very low-income, low-income or moderate income persons, and persons who have special housing needs.

e. At least 30 percent of the funds deposited into the local housing assistance trust fund must be reserved for awards to very low-income persons or eligible sponsors who will serve very-low-income persons and at least an additional 30 percent of the funds deposited into the local housing assistance trust fund must be reserved for awards to low-income persons or eligible sponsors who will serve low-income persons.

f. The amount of monthly mortgage payments or the amount of monthly rent charged by the eligible sponsor or its designee must be affordable to eligible persons.

g. Loans shall be provided for periods not exceeding 30 years except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

h. Loans or grants for eligible owner-occupied housing constructed, rehabilitated, or otherwise assisted from proceeds provided from the local housing assistance trust fund shall be subject to recapture requirements as provided by Gadsden County in the local housing assistance plan.

i. The maximum sales price or value per unit and the maximum award per unit for eligible housing benefiting from awards made pursuant to this section mulst be established in the local housing assistance plan.

(3) The county, the Community Development Advisory Committee, and all eligible sponsors shall not discriminate in the loan application process of eligible persons for eligible housing on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin or handicap.

(4) The county shall comply with all rules and regulations of the state housing finance agency in connection with required reporting by the county of compliance with its local housing assistance program.

(5) Prior to receiving an award, all eligible persons or sponsors shall enter into an agreement to comply with the affordable housing criteria provided under F.S. §§ 420.907—420.9079 and this article. All eligible persons or sponsors shall include in the deed transferring ownership of the property to the eligible person or sponsor a covenant agreeing to comply with the terms of the above-described laws, which covenant will run with the land or in the alternative, the agreement shall be made a part of the mortgage agreement. Failure to comply with the covenant in the mortgage shall result in a default of the mortgage with all remedies and rights for enforcement inuring to the benefit of the County.

(6) Eligible sponsors receiving assistance from both the State Housing Initiative Partnership (SHIP) Program and the Low Income Housing Tax Credit (LIHTC) Program shall be required to comply with the income, affordability, and other LIHTC requirements. Similarly, any eligible housing receiving assistance from SHIP and other federal programs shall be required to comply with any requirement specified by the federal program in addition to SHIP requirements.

(Ord. No. 93-001, § VI)

Sec. 66-37. - Membership and Operations of the Community Development Advisory Committee.

(a) The Community Development Advisory Committee (CDAC) is created and established. The initial members of the CDAC shall be appointed by resolution of the Board of County Commissioners. Thereafter, all appointments shall be made by the BOCC after review of applications as submitted to the Planning and Community Development Department in a regularly scheduled public hearing.

(b) The Community Development Advisory Committee shall consist of no more than seven (7) members. All members shall be appointed by the BOCC for three-year terms. No member shall serve more than three consecutive terms. Elected officials are ineligible to serve on the CDAC. The CDAC representation shall be chosen from the following categories, and at least two (2) members should be low or moderate income persons, when possible:

(1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(2) A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.

(3) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(4) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

(5) A citizen who is actively engaged as a for-profit provider of affordable housing, who either lives or works within Gadsden County.

(6) A citizen who is actively engaged as a not-for-profit provider of affordable housing, who either lives or works within Gadsden County.

(7) A citizen who is actively engaged as a real estate professional, in connection with affordable housing.

(8) A citizen who actively serves on the local planning agency pursuant to 163.3174, F.S.

(9) A citizen of Gadsden County.

(10) A residential building contractor.

(11) A citizen who represents employers within the County.

(12) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

(c) The CDAC shall comply with the government in the Sunshine Law, §286.011, Florida Statutes, the public records law, and the special provisions regarding notice of affordable housing incentive plan considerations found in F.S. § 420.907. Minutes of the meeting shall be kept by the clerk of the Board of County Commissioners.

(d) The CDAC shall annually elect a Chairperson and Vice-chairperson, and such other officers as it deems necessary. The Chairperson is charged with the duty of conducting meetings in a manner consistent with law.

(e) A majority of the CDAC membership positions filled shall constitute a quorum. Recommendations and decision of the CDAC must be made by a majority vote of those present and voting.

(f) Any CDAC member whose attendance is less than fifty (50) percent at adjourned meetings during a twelve (12) month period shall automatically be removed from the CDAC.

(g) Members of the CDAC shall receive no compensation from the performance of their duties and responsibilities.

(Ord. No. 93-001, § VII)
State law reference— Affordable housing advisory committee, F.S. § 420.9076(2).
Sec. 66-38. Responsibilities and Duties of the CDAC. Responsibilities and duties of the CDAC shall be:

(a) To elect a Chairperson and Vice-Chairperson to the CDAC.
(b) Review established policies and procedures, ordinances, land development regulations and adopted comprehensive plan goals, objectives, and policies and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value, as determined necessary by the CDAC.
(c) To review amendments to the Local Housing Assistance Program (LHAP), and make recommendations to the BOCC regarding such.
(d) The CDAC shall assume the following responsibilities of the Gadsden County Community Development Block Grant (CDBG) Program:

1) Act as the Citizen's Advisory Task Force pursuant to §290.046(6), Florida Statutes.
2) Conduct periodic evaluations of the policies and standards for the operation of the CDBG Program.
3) Advise the County on the County's physical community development needs.
4) Propose and/or review projects to meet the County's community development needs.
5) Assistance to the County in promoting community awareness through citizen participation for community development projects that are being considered by the County.
6) Review and provide input on the CDBG Action Plan, Consolidated Plan, citizen Participation Plan, and Analysis of Impediments to Fair Housing.

(e) To review expenditure of other grant monies as it applies to affordable housing, as deemed necessary.

EXHIBIT A

ARTICLE II. - HOUSING INITIATIVES ~~PARTNERSHIP (SHIP)~~ ~~[48]~~

Sec. 66-31. - Definitions.

Sec. 66-32. - ~~Creation~~ Establishment of the local housing assistance ~~trust fund~~program.

Sec. 66-33. - Creation of the local housing ~~partnership~~assistance trust fund.

Sec. 66-34. - Intent and purpose of the local housing assistance program.

Sec. 66-35. - Establishment of the local housing assistance program.

Sec. 66-36. - Designation of responsibility for administration and implementation of the local housing assistance program.

Sec. 66-37. - ~~Creation of the affordable housing~~ Membership and Operations of the Community Development ~~a~~Advisory ~~c~~Committee.

Sec. 66-38. - ~~Adoption of the affordable housing incentive plan.~~Responsibilities and Duties of the Community Development Advisory Committee.

Sec. 66-31. - Definitions.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.~~Except as included below, the definitions contained in §420.0004, Florida Statutes and Rule 37-37.002, F.A.C., are adopted herein by reference.

~~*Adjusted for family size* means adjusted in manner which results in an income eligibility level that is lower for households having fewer than four people or higher for households having more than four people, than the base income eligibility determined as provided in the definitions of the terms "low-income person," "moderate-income person" and "very low-income person", based upon a formula established by the United States Department of Housing and Urban Development. The term "students," as defined in this section, are to be included in the calculation of family size.~~

~~*Adjusted gross income* means wages, income from assets, regular cash or noncash contributions, and any other resources and benefits determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, minus the deductions allowable under section 61 of the Internal Revenue Code of 1986, as amended.~~

Administrative expenses means those expenses directly related to the implementation of the local housing assistance plan and local housing assistance program and shall not include the reimbursement of costs which were previously borne by another funding source which could continue to be available at the time the local housing assistance plan is submitted.

~~*Affordable* means that contract rent and utilities or mortgage payments, insurance, property taxes and homeowner's association fees, where applicable, do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross income for households qualifying under the definitions of the terms "low-income person," "moderate-income person" and "very low-income person."~~

Award means a loan, grant, or subsidy funded wholly or partially by the local housing distribution.

~~*Community-based organization* means a nonprofit organization that has among its purposes the provision of affordable housing to persons who have special housing needs or very low-income, low-income or moderate-income within a designated area, which may include a municipality, a county, or more than one municipality or county and maintains, through at least one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.~~

Eligible housing means any real and personal property located within the county or the eligible municipality which is designated and intended for the primary purpose of providing decent, safe and sanitary residential units that are designed to meet the standards of F.S. ch. 553 for homeownership or rental for eligible persons as designated by such county or eligible municipality participating in the local housing assistance program.

Eligible municipality means a municipality that is eligible for Federal Community Development Block Grants as an entitlement community identified in 24 CFR 570-D, entitlement grants.

Eligible person means one or more natural persons or a family determined by the county or eligible municipality to have special housing needs or to have very low-income, or moderate income according to the adjusted gross income of the resident with adjustment made for family size.

Eligible sponsor means a community-based organization, a person or a private or public for profit or nonprofit entity that applies for assistance under the local housing assistance program for the purpose of providing eligible housing for eligible persons.

Grant means a distribution of a portion of a local housing distribution to an eligible sponsor or eligible person to provide assistance under the local housing assistance program.

Home ownership means a distribution of a portion of a local housing distribution to an eligible person or eligible sponsor for construction, rehabilitation, purchase, or lease-purchase financing for owner-occupied eligible housing.

Interlocal entity means any entity created pursuant to the provisions of F.S. ch. 163, pt. I (F.S. § 163.01 et seq.) for the purpose of a joint local housing assistance program pursuant to the provisions of F.S. § 420.9075(5), or for the purpose of a joint affordable housing incentive plan pursuant to the provisions of F.S. § 420.9076(2).

Loan means a pledge of the local housing distribution monies to an eligible sponsor or eligible person to finance the acquisition, construction or rehabilitation of eligible housing.

Local housing assistance plan means a concise description of the local housing assistance program adopted by this article with an explanation of the way in which the Local Housing Assistance Program meets the requirements of this article and F.S. §§ 420.907—420.9079 and F.A.C. ch. 9I-37.

Local housing distribution means the proceeds of the taxes collected under F.S. ch. 201 deposited into the Local Government Housing Trust and distributed to counties and eligible municipalities participating in the State Housing Initiatives Partnership Program pursuant to F.S. § 420.9073.

Local housing partnership means the implementation of the Local Housing Assistance Program in a manner that involves, but is not limited to, the county/city, community-based organizations for profit housing developers, lending institutions, providers of professional services relating to affordable housing and service organizations working on behalf of persons with special housing needs. The term "local housing partnership" includes initiatives to provide support services for housing program beneficiaries such as training to prepare persons for the responsibility of home ownership, counseling of tenants, and the establishment of support services such as day care, health care and transportation.

~~*Low-income person* means one or more natural persons or a family, not including students, that has a total annual adjusted gross income for the household that does not exceed 80 percent of the median annual adjusted gross income for households within the county. With respect to rental units, the low-income household's annual adjusted gross income at the time of initial occupancy may not exceed 80 percent of area median income adjusted for family size. While occupying the rental unit, a low-income household's annual adjusted gross income may increase to an amount not to exceed 140 percent of 80 percent of area median income adjusted for family size.~~

~~*Moderate-income person* means one or more natural persons or a family, not including students, that has a total annual adjusted gross income for the household that does not exceed 120 percent of the median annual adjusted gross income for households within the county. With respect to rental units, the moderate-income household's annual adjusted gross income at the time of initial occupancy may not exceed 120 percent of area median income adjusted for family size. While occupying the rental unit, a moderate-income household's annual adjusted gross income may increase to an amount not to exceed 140 percent of 120 percent of area median income adjusted for family size.~~

Personal property means ~~major appliances, including a freestanding refrigerator or stove, to be identified on the encumbering documents~~ movable property, belongings exclusive of land and buildings.

Persons who have special housing needs means persons who have incomes not exceeding moderate-income and who because of particular social, economic, or health related circumstances have greater difficulty acquiring or maintaining affordable housing. Such persons may, for example, encounter resistance to their residing in particular communities, increased housing cost resulting from unique needs, and high risk of institutionalization. As set out in the State of Florida Comprehensive Housing Affordability Strategy (1991) these individuals include: persons with developmental disabilities; persons with mental illness/chemical dependency; persons with AIDS and HIV disease; runaway and abandoned youth; single-parent families; public assistance recipients; migrant and seasonal farm workers; refugees and entrants; and the elderly and disabled adults.

~~*Student* means a person not living with his parent or guardian who is eligible to be claimed by the person's parent or guardian under the Federal Income Tax Code and who is enrolled at least half time in a secondary school, vocational technical school, community college, or university. The term "student" does not include a person participating in a job training program approved by the county or eligible municipality.~~

~~*Very low-income person* means one or more natural persons or a family, not including students, that has a total adjusted gross income for the household that does not exceed 50 percent of the median annual adjusted gross income for households within the county. with respect to rental units, the very low-income household's annual adjusted gross income at the time of initial occupancy may not exceed 50 percent of area median income adjusted for family size. While occupying the rental unit, a very low-income household's annual adjusted gross income may increase to an amount not to exceed 140 percent of area median income adjusted for family size.~~

(Ord. No. 93-001, § I)
Cross reference— Definitions generally, § 1-2.
State law reference— Similar provisions, F.S. § 420.9071.

Sec. 66-32. Establishment of the local housing assistance program.

(a) The Local Housing Assistance Program is hereby created and established to implement the requirements of §420.907, F.S., and Rule 67-37, Florida Administrative Code (F.A.C.)

(b) The County shall implement the program within the unincorporated boundaries of Gadsden County and may enter into an interlocal agreement with municipalities. The strategies of the program will be set forth in the County's State Housing Initiative Partnership (SHIP) Program local housing assistance plan.

Sec. 66-3~~2~~3. - Creation of the local housing assistance trust fund. The Local Housing Assistance Trust Fund is hereby created and established.

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~~(a) The Local Housing Assistance Trust Fund is hereby created and established.~~

(~~b~~a) All monies received from the state pursuant to the State Housing Initiative Partnership Act and any other funds received or budgeted to provide funding for the local housing assistance program shall be deposited into the Local Housing Assistance Trust Fund. Administration of the local housing assistance trust fund shall comply with ~~F.A.C. 9I-37.007~~37-37.007, F.A.C and §420.9075, Florida Statutes, and shall be the responsibility of the Gadsden County Director of Planning and Community Development, or their designee.

(~~c~~b) Expenditures other than for the administration and implementation of the local housing assistance program shall not be made from the local housing assistance trust fund.

(~~d~~c) Amounts of deposit in the local housing assistance trust fund shall be retained in a special escrow account designated as the local housing assistance trust fund and used for the purposes thereof.

(~~e~~d) Until utilized for the purposes thereof, monies in the local housing assistance trust fund shall be held in trust by the County solely for use pursuant to the local housing assistance program. All local housing assistance program income, including investment savings, shall be retained in the local housing assistance trust fund and used for the purposes thereof.

(~~f~~e) ~~The County agrees that t~~The local housing assistance trust fund shall be separately stated as a special revenue fund in the County's audited financial statements. Copies of such audited financial statements shall be forwarded to the ~~state housing finance agency~~Florida Housing Finance Corporation as soon as such statements are available.

(Ord. No. 93-001, § II; Ord. No. 94-002)
State law reference— Local housing distributions, F.S. § 420.9073.

~~Sec. 66-33. - Creation of the local housing partnership.~~

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~~(a) The Local Housing Partnership is hereby created and established. The members of the Local Housing Partnership shall be appointed by resolution of the board of county commissioners.~~

~~(b) The Local Housing Partnership shall include, but is not limited to, the county, community-based organizations, municipalities, for profit housing developers, lending institutions, providers of professional services relating to affordable housing, and service organizations working on behalf of persons with special housing needs.~~

~~(c) The local housing partnership shall implement the local housing assistance program in a manner that provides support services for housing program beneficiaries such as: training to prepare persons for the responsibility of home ownership, counseling of tenants, and the establishment of support services such as: day care, health care and transportation. Such implementation shall be consistent with this article, F.S. §§ 420.907—420.9079, and F.A.C. ch. 9I-37.~~

~~(Ord. No. 93-001, § III)~~

~~**State law reference—** Local housing assistance plans and partnerships, F.S. § 420.9075.~~

Sec. 66-34. - Intent and purpose of the local housing assistance program.

(a) The intent of the local housing assistance program is to:

(1) Increase the availability of affordable housing units by combining local resources and cost-saving measures~~ into a local housing partnership and using private and public funds to reduce the cost of housing~~.

(2) ~~Promote more compact urban development and a~~Assist in achieving the growth management goals contained in the adopted local comprehensive plan~~,~~ by allowing more efficient use of land so as to provide housing units that are affordable to persons who have special housing needs, very low-income, low-income or moderate income.

(3) Promote cost savings through innovation design, ~~of eligible housing that provides cost savings;~~ flexible design options for housing ~~and~~ developments ~~such as: the combination of architectural styles, building forms and development requirements;~~, and positive design features such as~~:~~street and pedestrian access ~~orientation towards the street and pedestrian access, without compromising the quality of eligible housing.~~

(4) Promote mixed-income housing within urban, suburban, and rural areas of Gadsden County so as to provide increased housing and economic opportunities for persons who have special housing needs, very low-income, low-income, or moderate income.

(5) Build and maintain the organizational and technical capacity of community based organizations so as to optimize the role of community based organizations in the production of affordable housing.

(b) The purpose of this article is to ~~aid in achieving~~implement the intent of the local housing assistance program while providing for:

(1) Protection of natural resources;

(2) Enhancement of the viability of public transit, pedestrian circulation and non-motorized mode of transportation;

(3) Community development and economic growth; and

(4) A strong sense of community involvement through increased social and economic ~~integration~~wellbeing.

(Ord. No. 93-001, § IV)

Sec. 66-35. - Establishment of the local housing assistance program. The local housing assistance program is hereby created and established.

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(a)The local housing assistance program is hereby created and established.

(ba) The Local Housing Partnership shall use the fFunds received from the state pursuant to the State Housing Initiative Partnership Act shall be used pursuant to §§420.9072 – 420.9079, Florida Statutes.: to implement the local housing assistance program. The funds shall be distributed in the following manner:

(1)One hundred percent of the funds shall be used by the Local Housing Partnership to implement the following locally designed strategies.

(2) Seventy-five percent of this distribution shall be reserved for construction and rehabilitation assistance for the affordable housing preservation and production.

a.Eligible persons who own and occupy substandard housing units shall be awarded funds to renovate such units as eligible housing.

b.New construction to provide homeownership for eligible persons and emergency repair.

c.Purchase assistance ownership opportunities that include but is not limited to funding the cost of the lot and the closing costs for eligible persons.

(c)Five percent of this distribution shall be used to provide for support services in the following manner for housing program applicants: home ownership counseling to include timeliness of payments, care and maintenance.

(d)The Local Housing Partnership shall work with banks and other lending institutions to meet their obligations under the Community Reinvestment Act (CRA) to affirmatively address the credit needs of the entire community. In meeting their obligations, banks and other lending institutions shall be encouraged to engage in activities that include, but are not limited to: increased efforts to make loans for home mortgages and home improvements in conjunction with government insured lending programs such as FMHA, FHA and VA, and to make loans with high loan to value ratios when there is private mortgage insurance; provide assistance to existing community based housing development programs or to emergency community based organizations; extend lines of credit and other financing to community based organizations; and provide a secondary market for community based organizations development loans. The local housing partnership shall seek lending institutions to work with it and other eligible sponsors or eligible persons in providing low-cost loans, interest point buy down programs and other cost saving mechanisms in order to facilitate home ownership for very low-income, low-income, or moderate-income persons and those persons with special needs.

(e)Ten percent of the distribution shall be used to provide construction loans to eligible contractors to facilitate and enhance their abilities to provide affordable housing for eligible persons.

(~~f~~b) The county hereby specifically finds the cost of administering the local housing assistance program shall not exceed ten percent of the funding received from the state pursuant to its resolution and the State Housing Initiative Partnership Act.

(~~g~~c) The local housing assistance program shall include all other lawful objectives not previously listed if such objectives have been adopted in the local housing assistance plan in the manner provided for by F.S. §§ 420.907—420.9079 and ~~F.A.C. ch. 9I-37~~67-37, F.A.C.

(Ord. No. 93-001, § V; Ord. No. 93-003)
State law reference— Local housing assistance plans, F.S. § 420.9075.

Sec. 66-36. - Designation of responsibility for administration and implementation of the local housing assistance program.

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(a) ~~The Local Housing Partnership~~Gadsden County hereby designates the Community Development division to implement and administer this program. ~~shall be responsible for the implementation and administration of the local housing assistance program~~. The responsibilities of the division shall be:

~~(b) The county shall designate a full-time county employee whose responsibility shall be:~~

(1) To work with the ~~Local Housing Partnership~~Community Development Advisory Committee to monitor the success of the local housing assistance program, and provide advice and suggestions ~~as to whether and in what ways the local housing assistance program might be improved from year to year~~for the improvement thereof.

(2) To coordinate its efforts with the ~~state housing finance agency~~Florida Housing Finance Corporation in facilitating the funding of its programs that are appropriate in the County and to set up workshops with appropriate advertisements to advise potential homebuyers of the Home Ownership Assistance Program (HAP) and inform nonprofit developers and community based organizations of the Housing Predevelopment Trust Fund (HPTF) Program.

(3) To work with the ~~Local Housing Partnership~~Community Development Advisory Committee to coordinate local programs such as community loan funds, inclusionary housing programs, and linkage programs, with state programs such as the HPTF, the HAP, Single-Family Mortgage Revenue Bond (MRB) Program, and State Apartment Incentive Loan (SAIL) Program, and with federal programs such as the Community Development Block Grant (CDBG) Program, Home Investment Partnership (HOME) Program, Low Income Rental Tax Credit (LRTC) Program, and section ~~9~~ 8 ~~r~~Rental ~~a~~Assistance so as to maximize the production of eligible housing through the local housing assistance program.

(4) To prepare and revise the local housing assistance program (LHAP) as required by law or as otherwise considered necessary, but consistent with applicable legal requirements.

(~~e~~b) The total amount paid for any administrative expenses in connection with the ~~local housing assistance program~~ SHIP Program, will not exceed ten percent of the ~~proceeds of the local housing distribution~~funds deposited into the local trust fund.

(~~d~~c) The County shall not treat as administrative expense any costs previously borne by another funding source which could continue to be available at the time the local housing assistance plan is submitted.

(~~e~~d) In implementing the local housing assistance program, the ~~Local Housing Partnership~~Community Development Advisory Committee shall:

(1) Advertise the availability of a housing assistance program in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of any application period. If no funding is available due to a waiting list, no notice of funding availability is required.

(2) Adopt a maximum award schedule or system of awards to comply with the following criteria:

a. Sixty-five percent of the funds shall be reserved for home ownership for eligible persons.

b. Seventy-five percent of the funds shall be reserved for construction, rehabilitation, or emergency repair of eligible housing.

Not more than twenty percent of the funds may be used for manufactured housing.

c. The sales price of new or existing eligible housing shall not exceed 90 percent of the median area purchase price in ~~the area where the eligible housing is located~~Gadsden County. ~~as established by the United States Department of Treasury in accordance with section 3(b)2 of the United States Housing Act of 1937.~~ Such median area purchace price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs or as otherwise established by the United States Department of the Treasury.

d. All units constructed, rehabilitated or otherwise assisted with program funds received from the local housing assistance trust fund shall be occupied by very low-income, low-income or moderate income persons, and persons who have special housing needs.

e. At least 30 percent of the funds deposited into the local housing assistance trust fund must be reserved for awards to ~~of units must be occupied by~~ very low-income persons or eligible sponsors who will serve very-low-income persons and at least an~~other~~ additional 30 percent of the funds deposited into the local housing assistance trust fund must be reserved for awards to~~by~~ low-income persons or eligible sponsors who will serve low-income persons. ~~The remainder shall be occupied by persons who have special housing needs, very low-income, low-income or moderate income persons.~~

~~e~~f. The amount of monthly mortgage payments or the amount of ~~eligible~~ monthly rent~~s~~ charged by the eligible sponsor or its designee must be affordable to eligible persons.

~~f~~g. Loans shall be provided for periods not exceeding 30 years except for deferred payment loans or loans that extend beyond 30 years which continue to ~~provide eligible housing for~~serve eligible persons.

~~g~~h. Loans or grants for ~~E~~eligible owner-occupied housing constructed, rehabilitated, or otherwise assisted from proceeds provided from the local housing assistance ~~program~~ trust fund shall be subject to ~~subsidy~~ recapture ~~provisions~~ requirements ~~which are identical to those specified in section 143(m) of the Internal Revenue Code of 1986~~as provided by Gadsden County in the local housing assistance plan.

~~h~~i. ~~The cost per unit and the maximum cost per unit for eligible housing benefiting from awards made pursuant to the local housing assistance program shall be established by resolution.~~ The maximum sales price or value per unit and the maximum award per unit for eligible housing benefiting from awards made pursuant to this section mulst be established in the local housing assistance plan.

~~i. A qualification system for applicants for awards consistent with the intent of the local housing assistance program and F.S. §§ 420.907—420.9079 shall be established by the local housing partnership.~~

(3) The county, the ~~local housing partnership~~Community Development Advisory Committee, and all eligible sponsors shall not discriminate in the loan application process of eligible persons for eligible housing on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin or handicap.

(4) The county shall comply with all rules and regulations of the state housing finance agency in connection with required reporting by the county of compliance with its local housing assistance program.

(5) Prior to receiving an award, all eligible persons or sponsors shall enter into an agreement to comply with the affordable housing criteria provided under F.S. §§ 420.907—420.9079 and this article. All eligible persons or sponsors shall include in the deed transferring ownership of the property to the eligible person or sponsor a covenant agreeing to comply with the terms of the above-described laws, which covenant will run with the land or in the alternative, the agreement shall be made a part of the mortgage agreement. Failure to comply with the covenant in the mortgage shall result in a default of the mortgage with all remedies and rights for enforcement inuring to the benefit of the County.

(6) Eligible sponsors receiving assistance from both the State Housing Initiative Partnership (SHIP) Program and the Low Income Housing Tax Credit (LIHTC) Program shall be required to comply with the income, affordability, and other LIHTC requirements. Similarly, any eligible housing receiving assistance from SHIP and other federal programs shall be

required to comply with any requirement specified by the federal program in addition to SHIP requirements.

(Ord. No. 93-001, § VI)

Sec. 66-37. - ~~Creation of the affordable housing advisory committee.~~ Membership and Operations of the Community Development Advisory Committee.

(a)The ~~affordable housing~~Community Development ~~a~~Advisory ~~c~~Committee (CDAC) is created and established. The initial members of the ~~advisory committee~~CDAC shall be appointed by resolution of the Board of County Commissioners. Thereafter, all appointments shall be made by the BOCC after review of applications as submitted to the Planning and Community Development Department in a regularly scheduled public hearing.

~~(b)The resolution appointing the affordable housing advisory committee shall define affordable housing as applicable to the county in a way that is consistent with the adopted local comprehensive plan.~~

(~~c~~b) The ~~Affordable Housing~~Community Development Advisory Committee shall consist of no more than ~~nine~~seven (7) members. ~~Five members shall constitute a quorum.~~All members shall be appointed by the BOCC for three-year terms. No member shall serve more than three consecutive terms. Elected officials are ineligible to serve on the CDAC. The CDAC representation shall be chosen from the following categories, and at least two (2) members should be low or moderate income persons, when possible: ~~The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The Affordable Housing Advisory Committee shall include the following, which individuals may overlap or be part of the local housing partnership:~~

(1) ~~One~~ A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(2) ~~One~~A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.

(3) ~~One~~A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(4) ~~One~~A citizen who is ~~designated~~ actively engaged as an advocate for low-income persons in connection with affordable housing.

(5) ~~One~~A citizen who is actively engaged as a for-profit provider of affordable housing, who either lives or works within Gadsden County.

(6) A citizen who is actively engaged as a not-for-profit provider of affordable housing, who either lives or works within Gadsden County.

(~~6~~7) ~~One~~A citizen who is actively engaged as a real estate professional, in connection with affordable housing~~.~~.

(8) A citizen who actively serves on the local planning agency pursuant to 163.3174, F.S.

(9) A citizen of Gadsden County.

(10) A residential building contractor.

(~~7~~11) ~~One~~A citizen who ~~is a housing program beneficiary~~represents employers within the County.

(~~8~~12) ~~One~~A citizen who ~~is a representative of persons with special housing needs~~represents essential services personnel, as defined in the local housing assistance plan.

~~(9) One citizen who is a human services professional.~~

~~(d) Members shall serve for two-year terms and may be reappointed for subsequent terms.~~

~~(e) Meetings shall be held monthly for the first year of committee existence and quarterly, or more frequently thereafter.~~

(~~f~~c) The ~~Affordable Housing Advisory Committee~~CDAC shall comply with the government in the Sunshine Law, §286.011, Florida Statutes, the public records law, and the special provisions regarding notice of affordable housing incentive plan considerations found in F.S. § 420.907. Minutes of the meeting shall be kept by the clerk of the Board of County Commissioners.

(~~g~~d) The ~~Affordable Housing Advisory Committee~~CDAC shall annually elect a ~~c~~Chairperson~~,~~ and V~~v~~ice-chairperson, and such other officers as it deems necessary. The C~~c~~hairperson is charged with the duty of conducting meetings in a manner consistent with law.

(e) A majority of the CDAC membership positions filled shall constitute a quorum. Recommendations and decision of the CDAC must be made by a majority vote of those present and voting.

(f) Any CDAC member whose attendance is less than fifty (50) percent at adjourned meetings during a twelve (12) month period shall automatically be removed from the CDAC.

(g) Members of the CDAC shall receive no compensation from the performance of their duties and responsibilities.

~~(h) Staff, administrative, and facility support for the Affordable Housing Advisory Committee shall be provided by the Board of County Commissioners.~~

~~(i) The Affordable Housing Advisory Committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local comprehensive plan of~~

~~the county and shall recommend specific initiatives to encourage or facilitate housing while protecting the ability of the property to appreciate in value.~~

~~(j) Recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions. At a minimum, the committee shall make recommendations on affordable housing incentives in the following areas:~~

~~(1) The affordable housing definition in the appointing resolution.~~

~~(2) The modification of impact fee requirements, including, reduction or waiver of fees and alternative methods of fee payment.~~

~~(3) The expedited processing of permits for affordable housing projects.~~

~~(4) The allowance of increased density levels.~~

~~(5) The reservation of infrastructure capacity for housing for very low-income and low-income persons.~~

~~(6) The transfer of development rights as a financing mechanism for housing for very low-income and low-income persons.~~

~~(7) The reduction of parking and setback requirements.~~

~~(8) The allowance of zero lot line configurations.~~

~~(9) The modifications of sidewalk and street requirements.~~

~~(10) The establishment of a process by which the county considers, before adoption, procedures and policies that have a significant impact on the cost of housing.~~

~~(k) The Affordable Housing Advisory Committee recommendations shall also include other affordable housing incentives identified by the committee.~~

~~(l) To the maximum extent feasible, the approved affordable housing inventive recommendations submitted to the Board of County Commissioners must quantify the affordable housing cost reduction anticipated from implementing the specific recommendation.~~

~~(m) Within nine months from February 16, 1993, the affordable housing advisory committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date, and place of the public hearing of the affordable housing advisory committee to adopt final affordable housing incentive recommendations shall be published in a newspaper of general paid circulation in the county. Such notice shall contain a short and concise summary of the affordable housing incentive recommendations to be considered by the affordable housing advisory committee. The notice shall also state the public place where a copy of the tentative recommendations can be obtained by interested persons.~~

(Ord. No. 93-001, § VII)
State law reference— Affordable housing advisory committee, F.S. § 420.9076(2).

~~Sec. 66-38. - Adoption of the affordable housing incentive plan.~~

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~~(a) Within 90 days after the date of the receipt of the affordable housing incentive recommendations from the Affordable Housing Advisory Committee, the Board of County Commissioners shall adopt the Affordable Housing Incentive Plan. The Plan shall consist of the adoption of specific initiatives to encourage or facilitate affordable housing and a schedule for implementation and must include:~~

~~(1) A schedule for implementation of expedited permit processing for affordable housing projects; and~~

~~(2) An ongoing process for review of local policies, ordinances, regulations, and comprehensive plan provisions that significantly impact the cost of housing.~~

~~(b) Upon adoption of the affordable housing incentive plan, the board of county commissioners shall so notify the state housing finance agency by certified mail. The notice shall include a copy of the approved affordable housing incentive plan.~~

~~(Ord. No. 93-001, § VIII)~~

~~**State law reference**— Similar provisions, F.S. § 420.9076(6), (7).~~

Sec. 66-38. Responsibilities and Duties of the CDAC. Responsibilities and duties of the CDAC shall be:

(a) To elect a Chairperson and Vice-Chairperson to the CDAC.
(b) Review established policies and procedures, ordinances, land development regulations and adopted comprehensive plan goals, objectives, and policies and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value, as determined necessary by the CDAC.
(c) To review amendments to the Local Housing Assistance Program (LHAP), and make recommendations to the BOCC regarding such.
(d) The CDAC shall assume the following responsibilities of the Gadsden County Community Development Block Grant (CDBG) Program:

1) Act as the Citizen's Advisory Task Force pursuant to §290.046(6), Florida Statutes.
2) Conduct periodic evaluations of the policies and standards for the operation of the CDBG Program.
3) Advise the County on the County's physical community development needs.
4) Propose and/or review projects to meet the County's community development needs.
5) Assistance to the County in promoting community awareness through citizen participation for community development projects that are being considered by the County.

6) Review and provide input on the CDBG Action Plan, Consolidated Plan, citizen Participation Plan, and Analysis of Impediments to Fair Housing.

(e) To review expenditure of other grant monies as it applies to affordable housing, as deemed necessary.

BOARD OF COUNTY COMMISSIONERS
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 12, 2013

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Manager
Allara Mills Gutcher, Director of Planning and Community Development
Phyllis R. Moore, SHIP Administrator

Subject: Appointment of Members to the Gadsden County Community Development Advisory Committee (CDAC) & Adoption of Resolution 2013-031

Statement of Issue:

Board of County Commissioners (BOCC) approval to appoint seven (7) members to the Community Development Advisory Committee, referred to legislatively as the Affordable Housing Advisory Committee (AHAC), by resolution. Pursuant to §420.9076(2), Florida Statutes, "the governing board of a county or municipality shall appoint the members of the AHAC by resolution." Gadsden County Resolution 2008-026 established the AHAC. Gadsden did not receive any SHIP funds during the last two years, and therefore the AHAC did not meet. Since that time, some members have left the committee, and others have expired. This request is to re-establish the AHAC and rename it as the Community Development Advisory Committee (CDAC) through Resolution 2013-031, which will also repeal Resolution 2008-026.

Background:

During the 2007 Session, the Florida Legislature adopted HB 1375, amending §420.9076, Florida Statutes. This amendment required each county or eligible municipality participating in the State Housing Initiatives Partnership (SHIP) Program to establish an affordable housing advisory committee. This requirement became effective July 1, 2007 with the Florida Housing Finance Corporation as the agency responsible for oversight and monitoring. The deadline to comply with this requirement was June 30, 2008, with the Gadsden County BOCC approving the resolution establishing its AHAC during the June 17, 2008 meeting.

Although statutorily eleven members are required, smaller counties with less populations may appoint less. Therefore, Resolution 2013-031 seeks to reestablish the AHAC, renaming it the CDAC. In concert and under separate agenda item, Ordinance 2013-009 seeks to amend Chapter 66, Article I of the Gadsden County Code of Ordinances.

Analysis:

Duties of the committee: The CDAC will counsel and advise the County concerning current programs through regular meetings with staff. They will also participate in the review bids and selection of contractors, conduct on-site visits of construction projects, and monitor reports received from Community Development staff in addition to other requirements as outlined in Florida Statutes. These other requirements include taking specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations from the CDAC may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing.

The CDAC shall comply with the Sunshine Law, the public records law and special provisions regarding notice of affordable housing incentive plan considerations found in §420.9076, Florida Statutes. This committee shall be staffed by the Gadsden County Community Development division.

Adoption of the Resolution 2013-031 and Ordinance 2013-009 enables Gadsden County to receive any SHIP funding that may become available in the future, and will provide committee review of CDBG projects.

Fiscal Impact:

None

Options:

1. Adopt Resolution 2013-031, authorize the Chair to execute the resolution and appoint seven (7) members to the CDAC.

2. Do not adopt Resolution 2013-031 or appoint seven (7) members to the CDAC.

3. Board Direction

Recommendation:

Option 1

Attachments:

1. Committee Applications
2. Resolution 2013-013

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
Community Development Administration

Commissioners
Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Date:

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

First Name: Jeffrey Last Name: Davis

Address: 9629 Hosford Hwy. Home Phone: 850-875-2692

City: Quincy State: Fl. ZIP: 32351 Work Phone: 850-508-7063

Occupation: Contractor Employer: Self employed

Are you a Citizen of the United States? Yes Do you live in Gadsden County, Fl? Yes

Do you own a business in Gadsden County, FL? Yes

Business Name: Jeff Davis Construction Address: 9629 Hosford Hwy.

City: Quincy State: Fl. ZIP: 32351

Nature of Said Business

Residential Construction

Do you now or in the future plan to do business in Gadsden County? Yes

Are you employed by a business within Gadsden County?

Business Name: Address:

City: State: ZIP:

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development
☐ Other

Please describe your experiences within the above field identified:

New Residential Construction, Remodling + Repair

Have you ever been convicted of a crime? NO If yes, describe:

Will you be available for at least one monthly Advisory Committee Meeting? Yes

Signature: [signature]

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
Community Development Administration

Commissioners
Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7/30/13

First Name: Juantha Last Name: Ross

Address: 5201 Village Way Home Phone: 850-508-5965

City: Tallahassee State: FL ZIP: 32303 Work Phone: 850-574-2288

Occupation: Program Director Employer: Big Bend Habitat for Humanity

Are you a Citizen of the United States? Yes Do you live in Gadsden County, Fl? NO

Do you own a business in Gadsden County, FL? NO

Business Name: Address:

City: State: ZIP:

Nature of Said Business:

Do you now or in the future plan to do business in Gadsden County? Yes

Are you employed by a business within Gadsden County? Yes

Business Name: Big Bend Habitat Address: 2921 Roberts Avenue

City: Tallahassee State: FL ZIP: 32310

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☒ Real Estate Brokering ☐ Contracting ☒ Land Development
☒ Other

Please describe your experiences within the above field identified:

Big Bend Habitat for Humanity builds affordable housing for families leaving in Gadsden county I have currently been employed w/ Habitat for Six years

Have you ever been convicted of a crime? NO If yes, describe:

Will you be available for at least one monthly Advisory Committee Meeting? Yes

Signature: Juantha Ross

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
Community Development Administration

Commissioners
Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7/29/13

First Name: Justin Last Name: Ford

Address: 16525 NW Bailey Lane Home Phone: (850) 643-7190

City: Bristol State: FL ZIP: 32321 Work Phone: (850) 674-3300

Occupation: Civil Engineer Employer: Preble-Rish, Inc.

Are you a Citizen of the United States? Yes Do you live in Gadsden County, Fl? No

Do you own a business in Gadsden County, FL? No

Business Name: N/A Address: N/A

City: N/A State: N/A ZIP: N/A

Nature of Said Business

N/A

Do you now or in the future plan to do business in Gadsden County? Yes

Are you employed by a business within Gadsden County? Yes

Business Name: Preble-Rish, Inc Address: 20 East Washington St

City: Quincy State: FL ZIP: 32351

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☒ Land Development
☒ Other

Please describe your experiences within the above field identified:

Professional Engineer with land development and stormwater experience.

Have you ever been convicted of a crime? No If yes, describe

Will you be available for at least one monthly Advisory Committee Meeting? Yes

Signature

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
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Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 2-9-13

First Name: Audrey Last Name: Lewis

Address: 303 Bill McGill / 35 MLK Blvd Quincy, Fl Home Phone: 850 933-8478

City: Havana State: F ZIP: 32333 Work Phone: 850-933-8478 850-627-9651 ext. 1286

Occupation: School Board Employer: Gadsden County Schools

Are you a Citizen of the United States? Yes Do you live in Gadsden County, Fl? Yes

Do you own a business in Gadsden County, FL? NO

Business Name: ARTS, Inc. Address: 303 Bill McGill Havana, Fl.

City: 303 Bill McGill State: Fl. ZIP: 32333

Nature of Said Business
Alternative Resources + Technical Services, 501 3C

Do you now or in the future plan to do business in Gadsden County? NO

Are you employed by a business within Gadsden County? Yes – Gadsden Sc. Board

Business Name: ARTS. Address: 35 MLK Blvd.

City: Havana State: Fl ZIP: 32333

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development
☑ Other Education

Please describe your experiences within the above field identified:
36 years of Education – Speech Pathologist

Have you ever been convicted of a crime? NO If yes, describe

Will you be available for at least one monthly Advisory Committee Meeting? Yes

Signature: Audrey Lewis

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
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Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7-29-13

First Name: BERTA Last Name: KEMP

Address: P. O. Box 566 Home Phone: 850-539-5771

City: Havana State: FL ZIP: 32333 Work Phone:

Occupation: Retired Employer:

Are you a Citizen of the United States? yes Do you live in Gadsden County, Fl? yes

Do you own a business in Gadsden County, FL?

Business Name: Address:

City: State: ZIP:

Nature of Said Business

Do you now or in the future plan to do business in Gadsden County? no

Are you employed by a business within Gadsden County? no

Business Name: Address:

City: State: ZIP:

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development

☑ Other Accounting

Please describe your experiences within the above field identified:

Previous County Employee

Have you ever been convicted of a crime? no If yes, describe:

Will you be available for at least one monthly Advisory Committee Meeting? yes

Signature: Berta Jean Kemp

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
Community Development Administration

Commissioners
Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7-9-2013

First Name: Alma Last Name: Venisee

Address: 155 Martin ST (P.O. Box 105-mailing) Home Phone: 850 570-2003

City: Quincy State: Fl ZIP: 32351 Work Phone: 850-570-2003

Occupation: Executive Director Employer: Investing In our Youth, Inc.

Are you a Citizen of the United States? Yes Do you live in Gadsden County, Fl? Yes

Do you own a business in Gadsden County, FL? Yes

Business Name: Investing In our Youth Address: 600 S. Adams ST

City: Quincy State: FC ZIP: 32351

Nature of Said Business

Youth Development Program.

Do you now or in the future plan to do business in Gadsden County? Yes

Are you employed by a business within Gadsden County? Yes

Business Name: Investing In our Youth Address: 600 S. Adams ST

City: Quincy State: FC ZIP: 32351

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development
☑ Other

Please describe your experiences within the above field identified:

30 years of experience working with trouble youth; Program development; Finance & accounting & Community organizing

Have you ever been convicted of a crime? NO If yes, describe

Will you be available for at least one monthly Advisory Committee Meeting? Yes

Signature: Alma Venisee

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
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Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7-19-13

First Name: Richard Last Name: Lockwood

Address: 1850 St. Hebron Rd. Home Phone: 850-627-2996

City: Quincy State: Fla. ZIP: 32352 Work Phone: 850-508-1333

Occupation: Building Contractor Employer: Lockwood Construction Co.

Are you a Citizen of the United States? yes Do you live in Gadsden County, Fl? yes

Do you own a business in Gadsden County, FL? yes

Business Name: Lockwood Construction Address: 1850 St. Hebron Rd.

City: Quincy State: Fla. ZIP: 32352

Nature of Said Business

New Construction, Renovation, Additions

Do you now or in the future plan to do business in Gadsden County? yes

Are you employed by a business within Gadsden County? yes

Business Name: Lockwood Construction Address: 1850 St. Hebron Rd.

City: Quincy State: Fla. ZIP: 32352

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☒ Contracting ☐ Land Development
☐ Other

Please describe your experiences within the above field identified:

20 years construction industry

Have you ever been convicted of a crime? yes If yes, describe: 1994 Drug charge

Will you be available for at least one monthly Advisory Committee Meeting? yes

Signature: Richard Lockwood

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
Community Development Administration

Commissioners
Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7/30/13

First Name: ADDIE Last Name: BROOKS-REED

Address: 915 SELMAN RD Home Phone: 850-875-1623

City: QUINCY State: FL ZIP: 32351 Work Phone: 850-875-7200

Occupation: Environmental MANAGER Employer: FDOH-GADSDEN CHD

Are you a Citizen of the United States? YES Do you live in Gadsden County, Fl? YES

Do you own a business in Gadsden County, FL? YES

Business Name: REED + HALL Mortuary Address: 116 E WASHINGTON STREET

City: QUINCY State: FL ZIP: 32351

Nature of Said Business: FUNERAL SERVICES

Do you now or in the future plan to do business in Gadsden County? YES

Are you employed by a business within Gadsden County? YES

Business Name: GADSDEN CHD Address: 278 LeSALLE LeFALL DR

City: QUINCY State: FL ZIP: 32351

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development

☑ Other ENVIRONMENTAL HEALTH / SERVICES

Please describe your experiences within the above field identified:

- Permitting + inspecting Septic Systems
- Reviewing + Approving Floor Plans
- Water Sampling, Food inspection, BMW, MHP/RV inspection Etc.

Have you ever been convicted of a crime? NO If yes, describe

Will you be available for at least one monthly Advisory Committee Meeting? YES

Signature: Addie Brooks-Reed

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
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Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 7-29-13

First Name: FRANKLIN Last Name: SPRINGER

Address: 1340 TIMMONS ROAD Home Phone: 850 661 4820

City: QUINCY State: FL ZIP: 32352 Work Phone: 850 875 8688

Occupation: REGISTERED PARAMEDIC Employer: GADSDEN COUNTY EMS

Are you a Citizen of the United States? YES Do you live in Gadsden County, Fl? YES

Do you own a business in Gadsden County, FL? NO

Business Name: Address:

City: State: ZIP:

Nature of Said Business

Do you now or in the future plan to do business in Gadsden County?

Are you employed by a business within Gadsden County? NO

Business Name: Address:

City: State: ZIP:

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development
☐ Other

Please describe your experiences within the above field identified:

Have you ever been convicted of a crime? If yes, describe

Will you be available for at least one monthly Advisory Committee Meeting? YES

Signature: Franklin M. Springer

AFFORDABLE HOUSING ADVISORY COMMITTEE APPLICATION

State Housing Initiative Partnership (SHIP)

Gadsden County Board of County Commissioners
Community Development Administration

Commissioners
Eric Hinson, District 1
Douglas M. Croley District 2
Gene Morgan District 3
Brenda A. Holt District 4
Sherrie Taylor District 5

Robert M. Presnell
County Administrator

Phyllis R. Moore
Ship Administrator

Date: 10/1/2013

First Name: Elizabeth Last Name: Gorimani

Address: 813 Jetty Avenue Home Phone: 850-6621433

City: Quincy State: FL ZIP: 32351 Work Phone: 850-875 7261

Occupation: Educator Employer: Extension Service

Are you a Citizen of the United States? Yes Do you live in Gadsden County, Fl? Yes

Do you own a business in Gadsden County, FL? NO

Business Name: Address:

City: State: ZIP:

Nature of Said Business

Do you now or in the future plan to do business in Gadsden County?

Are you employed by a business within Gadsden County? Yes

Business Name: IFAS: Extension Address: 2140 W. Jefferson St

City: Quincy State: FL ZIP: 32351

Please indicate your education, background, training and knowledge in the below check box areas:

☐ Architecture ☐ Banking ☐ Real Estate Brokering ☐ Contracting ☐ Land Development

☒ Other Educator

Please describe your experiences within the above field identified:

Have you ever been convicted of a crime? NO If yes, describe

Will you be available for at least one monthly Advisory Committee Meeting? Yes

Signature: [signature]

RESOLUTION NO. 2013-031

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA, ESTABLISHING THE GADSDEN COUNTY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC); WHICH SHALL SERVE AS THE AFFORDABLE HOUSING ADVISORY COMMITTEE AND SHALL OPERATE IN A DUAL-ROLE AS THE CITIZENS ADVISORY TASK FORCE; ESTABLISHING THE MEMBERSHIP OF NINE (9) MEMBERS FOR THE CDAC; ESTABLISHING THE RESPONSIBILITIES AND DUTIES OF THE CDAC; PROVIDING FOR THE TERM OF THE CDAC; PROVIDING FOR REPEAL, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Gadsden County has established the Gadsden Affordable Housing Advisory Committee, hereinafter referred to as the "AHAC", as required pursuant to §420.9076(2), Florida Statutes; and

WHEREAS, §420.9076(2), Florida Statutes required that the County appoint members to the AHAC to adopt the Local Housing Assistance Program (LHAP); and,

WHEREAS, Florida Statutes requires that these appointed members make specific recommendations to encourage or facilitate affordable housing while protecting the ability of the property to increase in values that will be the basis for the County to adopt the local housing assistance program, and amendments thereto;

WHEREAS, §290.046(6) Florida Statutes requires a Citizen's Advisory Task Force be appointed "to provide input relative to all phases of the project process" for Community Development Block Grant Funds;

WHEREAS, The Board of County Commissioners desires to ensure compliance with the requirements of State Housing Initiatives Partnership Program and the Community Development Block Grant Program, and fully implement the requirements of state law; and

WHEREAS, this resolution repeals all prior resolutions in conflict with the terms set out herein and dissolves any previously appointed AHAC and the Citizens Advisory Task Force for CDBG funds;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Advisory Committee Established. The Board of County Commissioners of Gadsden County, Florida (BOCC) hereby establishes a dual-role Community Development Advisory Committee (CDAC) to serve as the advisory committee for local housing initiatives, administration and implementation of the local housing assistance program, and to sit as the CDBG Citizen's Advisory Task Force, in addition to other related duties as assigned.

Section 2. Membership and Qualifications. The CDAC shall consist of no more than seven (7) members. All members shall be appointed by the BOCC for three year terms. No member shall serve more than three consecutive terms. Elected officials are ineligible to serve on the CDAC. The CDAC representation shall be chosen from the following categories, and at least two (2) members should be low or moderate income persons, when possible:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to §163.3174, F.S.
(i) A citizen of Gadsden County.
(j) A residential building contractor.
(k) A citizen who represents employers within the jurisdiction.
(l) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Section 3. Responsibilities and Duties. The responsibilities of the CDAC shall be:

(a) The CDAC shall annually elect a Chairperson and Vice-Chairperson, and such other officers as it deems necessary. The Chairperson is charged with the duty of conducting meetings in a manner consistent with law.
(b) Review established policies and procedures, ordinances, land development regulations and adopted comprehensive plan goals, objectives, and policies and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value, as determined necessary by the CDAC.
(c) To review amendments to the Local Housing Assistance Program (LHAP), and make recommendations to the BOCC regarding such.
(d) The CDAC shall assume the following responsibilities of the Gadsden County Community Development Block Grant (CDBG) Program:

    1) Act as the Citizen's Advisory Task Force pursuant to §290.046(6), Florida Statutes.
    2) Conduct periodic evaluations of the policies and standards for the operation of the CDBG Program.
    3) Advise the County on the County's physical community development needs.

4) Propose and/or review projects to meet the County's community development needs.
5) Assistance to the County in promoting community awareness through citizen participation for community development projects that are being considered by the County.
6) Review and provide input on the CDBG Action Plan, Consolidated Plan, citizen Participation Plan, and Analysis of Impediments to Fair Housing.

(e) To review expenditure of other grant monies as it applies to affordable housing, as deemed necessary.

Section 4. Operations. The CDAC shall be guided by the following procedures:

(a) All meetings of the CDAC shall be open to the public and the media and shall be conducted in compliance with the Sunshine Law, §286.011, Florida Statutes. The Planning and Community Development Department shall produce minutes of each meeting in a timely manner.
(b) A majority of the CDAC membership positions filled shall constitute a quorum. Recommendations and decisions of the CDAC must be made by a majority vote of those present and voting.
(c) Any CDAC member whose attendance is less than fifty (50) percent at adjourned meetings during a twelve (12) month period shall automatically be removed from the CDAC.
(d) Members of the CDAC shall receive no compensation for the performance of their duties and responsibilities.

Section 5. Repeal. Resolution 2008-026 is hereby repealed.

Section 6. Effective Date. This resolution shall be effective upon the effective date of Ordinance 2013-009.

DULY PASSED AND ADOPTED on the 3rd day of December 2013.

BOARD OF COUNTY COMMISSIONERS OF
GADSDEN COUNTY, FLORIDA

By: _____
Eric F. Hinson, Chairperson

_____
Nicholas Thomas
Clerk of the Circuit Court

Board of County Commissioners
Agenda Request

Date of Meeting: December 3, 2013

Date Submitted: November 18, 2013

To: Honorable Chairperson and Members of the Board

From: Robert Presnell, County Administrator
Phyllis R. Moore, SHIP Administrator
Justin Ford, Preble-Rish, Inc.

Subject: Approval of Community Development Block Grant (CDBG) Contract Modification #1 with the Florida Department of Economic Opportunity (DEO) – Canty Lane Disaster Recovery

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Statement of Issue:

This agenda item seeks Board approval of the following item related to the Community Development Block Grant (CDBG) Disaster Recovery Project:

> The Canty Lane Disaster Recovery contract between the Gadsden County Board of County Commissioners and the Florida Department of Economic Opportunity (DEO) requires a modification to extend the deadline from February 16, 2014 for an additional six (6) months. Due to unforeseen delays, the extension is required for additional time to complete the proposed project. With the approved modification, the target completion date will be August 16, 2014.

Background:

The Community Development Block Grant Disaster relief funding was made available to Florida by the United States Department of Housing and Urban Development under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et. Seq.) **Federal Register – Docket No. F.R. – 5256-N-01. Volume 74, Number 29** and **Federal Register - Docket No. F.R. – 5256 – N-01. Volume 74, Number 156** for federally declared disasters that occurred during 2008.

- Florida received $81,063,855 for affected communities
- Congress allocated the funding to assist in recovery from federally declared natural disasters that occurred during 2008 (Tropical Storm Fay, Hurricanes Gustav and Ike)

- Congress directed the funds "to areas facing the greatest need"

Gadsden County has been awarded $109,418.80 by DEO through the Community Development Block Grant Disaster Recovery Program, with the cooperation of all municipalities.

Analysis:

The normal timeline for modifications approval usually extends from or up to sixty (60) days for DEO approval. It is critical for the County to expedite the modification process as quickly as possible in order to allow DEO applicable time. The Chairman's signature will be needed on all necessary documentation prior to forwarding to DEO.

Fiscal Impact:

Modification of the Disaster Recovery Contract for a six (6) month extension with DEO has no fiscal impact on the project.

Options:

1. Approve the contract modification with the Department of Economic Opportunity to extend the Disaster Recovery Grant contract for a period of six (6) months for a completion date of August 16, 2014 and authorize the Chair to execute all required documents.
2. Do not approve the contract modification with the Department of Economic Opportunity.
3. Board direction

County Administrators Recommendation:

Option 1

Attachment(s):

Contact Modification #1 and Project Work Plans

COMMISSIONERS:
ERIC F. HINSON
District 1
DOUGLAS M. CROLEY
District 2
GENE MORGAN
District 3
BRENDA A. HOLT
District 4
SHERRIE TAYLOR
District 5

GADSDEN COUNTY

Board of County Commissioners

Housing and Community Development Department

Robert M Presnell
County Manager

Deborah Minnis
County Attorney

November 18, 2013

Mr. Adriane Burgess
FL Dept of Economic Opportunity
Division of Community Development
CDBG Section
107 East Madison Street, MSC-400
Tallahassee, FL 32399-6508

RE: Canty Lane Disaster Recovery
Contract No. 12DB-P5-02-30-01-K65
Preble-Rish Project No. 228.126

Dear Mr. Burgess:

The purpose of this letter is to formally request a time extension for the above referenced project. As you know, the project experienced delays leading up to the construction letting due to concerns by CSX Railroad. It unexpectedly took several months to secure the necessary authorizations from CSX to move forward with construction which caused delays in the bid opening for the project. At this point, bids have been opened and the contract has been awarded to Pyramid Excavation, No further delays are anticipated with the project. This extension is a precautionary measure to ensure that the project is completed within the allowable time frame. Please find the following documentation for the grant amendment:

- Activity Work Plan
- Modification to Grant Agreement

Thank you for your assistance in this amendment process.

If you have questions or require any additional information, please contact me at 850.875.8659.

Sincerely,

Eric F. Hinson, Chairperson
Gadsden County BOCC

Enclosures

cc: Mrs. Phyllis Moore, SHIP Administrator, Gadsden County

MODIFICATION NUMBER 1 TO SUBGRANT AGREEMENT BETWEEN THE DEPARTMENT OF ECONOMIC OPPORTUNITY AND GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, and, (the Department"), and **(Gadsden County**, ("the Recipient"), to modify **DEO Contract Number 12-DB-P5-02-30-01-K65,** award dated **February 23, 2012,** ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of **109,418.80** to Recipient under the Disaster Recovery Initiative Program ("DRI") as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

WHEREAS, pursuant to the provisions of Chapter 2011-142, Laws of Florida, the DCA Division of Housing and Community Development was transferred to the Department of Economic Opportunity effective October 1, 2011; and the parties wish to reflect the new name.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☐ **Reinstate Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

X **Extend Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of **August 16, 2014.**

X **Revise Activity Work Plan**

3. The Attachment , Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment , Activity Work Plan section, which is attached hereto and incorporated herein by reference.

☐ **Revise Program Budget and Scope of Work**

4. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

Modification Number: 1

DEO/DCA Contract Number: 12DB-P5-02-30-01-K65

Recipient: GADSDEN COUNTY

Page 2

☐ **Change in Participating Parties**

5. The Attachment A, Program Budget section, is hereby modified to delete all references to "(Type in name, if applicable.)," as the Participating Party, and replace them with "(Type in name, if applicable.)" as the Participating Party with the understanding that the Recipient and the new Participating Party will enter into a Participating Party Agreement containing provisions and caveats that meet or exceed the conditions agreed to in the Participating Party Agreement between the Recipient and the original Participating Party.

☐ **Inclusion of an Unmet Need as Addressed in the Original Application**

6. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

7. The Attachment , Activity Work Plan section of the Agreement is hereby deleted and is replaced by the revised Attachment , Activity Work Plan section, which is attached hereto and incorporated herein by reference.

☐ **Change in Number of Accomplishments and/or Beneficiaries**

8. The Attachment A, Program Budget section of the Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

☐ **Reflect Change in Agency from DCA to DEO**

9. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

☐ **Other:** To finish the completion of the Roadway Project.

Modification Number: 1

DEO/DCA Contract Number: 12DB-P5-02-30-01-K65

Recipient: GADSDEN COUNTY

Page 3

All provisions of the Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

Department of Economic Opportunity

By: _____

Name: William B. Killingsworth
Title: Director
Division of Community Development

Date: _____

Recipient: GADSDEN COUNTY

By: _____

Name: Eric F. Hinson
Title: Chairperson
Gadsden County BOCC

Date: _____

REQUEST FOR AMENDMENT (07.02)

Recipient: GADSDEN COUNTY Amendment Request Number: 1 Date: 12/03/2013

Contract Number: 12DB-P5-02-30-01-K65 Rule in Effect for This Grant: _____

Local Government Authorization: _____ (Authorized Signature) _____ (Date Signed)

DEO Authorization _____ (Authorized Signature) _____ (Date Approved)

Budget Information					Activity Accomplishments		
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
21A	Administration	$2,735.47	$2,735.47	$2,735.47			
03K	Engineering for Streets	$11,767.84	$11,767.84	$11,767.84			
03K	Street Improvements	$94,915.49	$94,915.49	$94,915.49			
Totals		$109,418.80	$109,418.80	$109,418.80			

		Beneficiaries										
		Total Beneficiaries			Low & Moderate Income (LMI)				Very Low Income (VLI)			
Activity Code	Activity Name	Original	Current	Proposed	Original		Proposed		Original		Proposed	
		#	#	#	#	%	#	%	#	%	#	%
O3K	Street Improvement	73	73	73	43	82%	43	82%	30	70%	0	

	Original	Proposed
20. Total # Unduplicated Beneficiaries	0	0
21. Total # Unduplicated LMI Beneficiaries	43	43
22. Total # Unduplicated VLI Beneficiaries	0	0
23. Total # Unduplicated LMI Households	17	17

24. Does this amendment reduce ANY other project funds previously committed as leverage from local or other sources? YES _____ NO X
(If YES, you MUST complete and attach Source and Use of Funds form.)

ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA:

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (Limited to 2.5% of total Allocation										
	21A	Administration			43	30	73	$2,735.47		
Engineering	03K	Engineering						$106,683.33		
SUBTOTAL								$109,418.80		
SUBTOTAL										
TOTALS					43	30	73	$109,418.80		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA)						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA)**				

FLORIDA
DEPARTMENT
OF REVENUE

**Executive
Director
Marshall Stranburg**

November 5, 2013

Mr. Robert Presnell, County Administrator
Gadsden County Board of Commissioners
9-B East Jefferson Street
Quincy, Florida 32353

Re: Maximum Millage Levy Calculation Final Disclosure

Dear Mr. Presnell:

The Department of Revenue has reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on the documents submitted for all these entities, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of s. 200.065(5), Florida Statutes.

This determination applies only to the maximum millage levy requirements of section 200.065(5), Florida Statutes. Findings regarding the TRIM certification requirements of section 200.065, Florida Statutes, will be sent in a separate letter.

Sincerely,

James McAdams, Director
Property Tax Oversight Program

JM/ukc # 30.01

DEPARTMENT
OF REVENUE

**Executive
Director
Marshall Stranburg**

November 5, 2013

Mr. Robert Presnell, County Administrator
Gadsden County Board of Commissioners
9-B East Jefferson Street
Quincy, Florida 32353

Re: Truth in Millage (TRIM) Certification

Dear Mr. Presnell:

The Department of Revenue has reviewed the millage certification documents submitted by your taxing authority and determined that it meets the certification requirements of subsections 200.065(1)-(4), (6)-(12), (14) and (15), Florida Statutes. The Department has found no violation of the requirements of the listed subsections and accordingly accepts your certification as meeting the stated requirements.

This determination applies only to the TRIM certification requirements in the listed subsections of section 200.065, Florida Statutes. A determination regarding the maximum millage levy requirements of section 200.065(5), Florida Statutes, will be sent in a separate notice.

Sincerely,

James McAdams, Director
Property Tax Oversight Program

JM/ukc # 30.01

Nicholas Thomas

Gadsden County, Florida

Clerk of the Circuit Court

Clerk of the County Court

Clerk to the Board of County Commissioners
County Recorder
County Auditor

TO: BOARD OF COUNTY COMMISSIONERS

FROM: NICHOLAS THOMAS NT
CLERK OF COURT

DATE: NOVEMBER 21, 2013

RE: STATEMENT OF REVENUES, EXPENDITURES & CHANGES IN FUND BALANCE FYE 9/30/2013

Attached please find a Statement and copy of the check concerning the unused/excess fees from the 2012-2013 fiscal year.

Please include this in the Board's packet under Receipt and File.

Thank you.

Ph. (850) 875-8601
FAX (850) 875-8612

Website: www.gadsdenclerk.com
Email: clerkofcourt@gadsdenclerk.com

P.O. Box 1649
Quincy, FL 32353-1649

GADSDEN COUNTY
NICHOLAS THOMAS, CLERK OF CIRCUIT COURT

FILED FOR RECORD
2013 OCT 22 AM 10: 27
NICHOLAS THOMAS
CLERK CIRCUIT COURT
GADSDEN COUNTY, FL

STATEMENT OF REVENUES, EXPENDITURES & CHANGES IN FUND BALANCE - BUDGET & ACTUAL

FYE 09/30/13

REVENUES	BUDGET	ACTUAL	VARIANCE
Human Services			
331650 CS Federal Reimb.	204,841.46	204,841.46	
Intergovernmental Revenues:			
338100 Co Officer Rec'd from BCC	648,927.93	648,932.00	$ 4.07
Charges for Services:			
341100 Recording of Legal Instruments	86,791.50	86,791.50	
341900 Other General Gov't Charges, Fees	50,270.75	50,270.75	
348480 Fees & Ser. Chgs Support	7,348.45	7,348.45	
348482 Title IV-D Incentive DOR	1,269.00	1,269.00	
362000 Rent - Data Processing	7,400.00	7,400.00	
Miscellaneous Revenues:			
361100 Interest	687.39	687.39	
Other Revenue:			
369100 Other Charges for Services	1,461.75	1,461.75	
369150 Misc. Revenue	18,997.38	18,997.38	
TOTAL REVENUES	**1,027,995.61**	**1,027,999.68**	**4.07**
EXPENDITURES			
General Government			
51300 Financial & Administrative			
Personal Services	$796,554.51	$796,554.51	
Operating Expenses	186,701.87	186,701.87	
Capital Outlay	44,739.23	44,739.23	
Debt Service			
Principal			
Interest			
TOTAL EXPENDITURES	**$ 1,027,995.61**	**$ 1,027,995.61**	**$ -**
EXCESS OF REVENUES OVER(UNDER) EXPENDITURES	-	4.07	4.07
Operating Transfers out - Board of County Commissioners	-	-	-
FUND BALANCE - BEGINNING OF THE YEAR	-	-	-
FUND BALANCE - END OF THE YEAR	-	-	-

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

22421

Nicholas Thom...
CLERK OF THE CIRCUIT COURT
GADSDEN COUNTY, FLORIDA
Quincy, Florida 32351
GENERAL OPERATING FUND

Capital City Bank
QUINCY, FLORIDA
63-68/631

CHECK DATE 11/06/13
CHECK NO. 22421

AMOUNT $*********4.07*

PAY THE SUM OF FOUR DOLLARS & 07 CENTS

TO THE ORDER OF BOARD OF COUNTY COMMISSIONERS

VOID AFTER 6 MONTHS

NICHOLAS THOMAS
CLERK OF CIRCUIT COURT

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑈022421⑈ ⑆063100688⑆ 668084501⑈

NICHOLAS THOMAS CLERK OF THE CIRCUIT COURT
GENERAL OPERATING FUND

22421

VENDOR NO. 145

CHECK NO. 22421

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
019 208290		PAYBACK	4.07	2013 PAYBACK

PLEASE ENDORSE ALL CHECKS AND LIST EACH SEPARATELY.

	DOLLARS	CENTS
1	4	07
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

Capital City Bank
QUINCY OFFICE
QUINCY, FLORIDA

DATE 11/8/13
63-68/631
066

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.

ENTER TOTAL OF CHECKS HERE

	DOLLARS	CENTS
CURRENCY		
COINS		
TOTAL CASH		
FRONT SIDE TOTAL	4	07
REVERSE SIDE TOTAL		

GADSDEN CO BOARD OF CO COMMISSIONERS
CONCENTRATION ACCOUNT
POST OFFICE BOX 1649
QUINCY, FL 32353-1649

TOTAL ITEMS

TOTAL DEPOSIT $ 4.07

⑆063100688⑆668084030⑈ 131

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. || CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

From: Tiffany Henderson [mailto:tmccaskill@fl-counties.com]
Sent: Tuesday, November 19, 2013 4:59 PM
Cc: gcowan@flccoc.org; Davin Suggs; Chris Holley; Deena Reppen
Subject: 318.18 Report - 1st Quarter

County Commissioners:

Please find attached the Clerks of Court Operations Corporation report for the first quarter SFY 2013-14.

If you have any questions please contact Greg Cowan at gcowan@flccoc.org or (850) 386-2223.

Tiffany McCaskill Henderson
Senior Legislative Assistant
Florida Association of Counties
thenderson@fl-counties.com
100 S. Monroe St • Tallahassee, FL 32301
Phone: (850) 922-4300 • Fax: (850) 488-7501
Facebook.com/flcounties • Twitter: @flcounties •
http://www.fl-counties.com • *All About Florida* •

From: Greg Cowan [mailto:gcowan@flccoc.org]
Sent: Tuesday, November 19, 2013 2:10 PM
To: Davin Suggs
Cc: Chris Holley; Tiffany Henderson; J.K. "Buddy" Irby; sbock ; Burke, Ken; Bob Inzer; 'Joe Boyd'; Rob Boyd; Alana Romig; 'Edward Stiles'; Cathy Mills; Ramsey-Chessman, Shannon; CCOC_Staff
Subject: 318.18 Report

Good afternoon Mr. Suggs,

Per section 318.18(13)(b), Florida Statutes, please find attached the required electronic report from the Clerks of Court Operations Corporation (CCOC) for the transitional period (July 2013 to September 2013).

The CCOC is statutorily required to provide a copy of this report to the board of county commissions. As with the previous reports, we are again requesting assistance from the FAC to email the attached report to the boards. If this process is still amenable to the FAC, can you please forward the attached report to the boards and provide confirmation the report has been sent?

If you have any questions or concerns regarding this request, please contact me at (850) 386-2223.

Thanks,
Greg C.

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Alachua	1	Revenue			$ 221,441.59			
Alachua	1		Expense	Professional Services		$ 5,150.00		
Alachua	1		Expense	Communication Services		$ 6,457.50		
Alachua	1		Expense	Rentals & Leases		$ 5,687.00		
Alachua	1		Expense	Repair & Maintenance		$ 125,984.54		
Alachua	1		Expense	Office Supplies		$ 1,650.92		
Alachua	1		Expense	Buildings		$ 787,965.22		
Alachua	1		Expense	Machinery & Equipment		$ 24,470.00		
Alachua	2	Revenue			$ -			
Alachua	3	Revenue			$ -			
Baker	1	Revenue			$ 11,012.61			
Baker	1		Expense	Elevator Maintenance		$ 1,811.46		
Baker	1		Expense	Court I.T. Expenses		$ 1,150.80		
Baker	2	Revenue			$ -			
Baker	3	Revenue			$ -			
Bay	1	Revenue			$ 226,135.30			
Bay	1		Expense	Debt Svc on Juvenile Justice Facility & Crthse Addition		$ 265,885.72		
Bay	1		Expense	Design Phs for Courthouse Addition		$ 205,862.00		
Bay	2	Revenue			$ -			
Bay	3	Revenue			$ -			
Bradford	1	Revenue			$ 24,675.66			
Bradford	1		Expense	July		$ 16,868.39		
Bradford	1		Expense	August		$ 17,146.32		
Bradford	1		Expense	September		$ 29,688.61		
Bradford	1		Expense	Thomson Reuters-July		$ 437.98		
Bradford	1		Expense	Thomson Reuters-August		$ 437.98		
Bradford	1		Expense	Thompson Reuters-Sept		$ 437.98		
Bradford	2	Revenue			$ -			
Bradford	3	Revenue			$ -			
Brevard	1	Revenue			$ 370,700.12			
Brevard	1		Expense	Salaries		$ 5,553.00		
Brevard	1		Expense	Operating		$ 361,121.12		
Brevard	1		Expense	Capital		$ 4,026.00		
Brevard	2	Revenue			$ -			
Brevard	3	Revenue			$ -			
Broward	1	Revenue			$ 1,650,125.32			
Broward	2	Revenue			$ -			
Broward	3	Revenue			$ -			

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County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Calhoun	1	Revenue			$ 5,740.84			
Calhoun	1		Expense	Handicap accessible ramp/ entrance to the Courthouse		$ 18,950.00		
Calhoun	2	Revenue			$ -			
Calhoun	3	Revenue			$ -			
Charlotte	1	Revenue			$ 80,274.87			
Charlotte	1		Expense	Personnel		$ 49,484.78		
Charlotte	1		Expense	Operations		$ 256,470.74		
Charlotte	1		Expense	Building R/M		$ 71,203.45		
Charlotte	2	Revenue			$ -			
Charlotte	3	Revenue			$ -			
Citrus	1	Revenue			$ 47,320.31			
Citrus	1		Expense	Transfer for Debt Service		$ 62,500.00		
Citrus	2	Revenue			$ -			
Citrus	3	Revenue			$ -			
Clay	1	Revenue			$ 129,701.65			
Clay	1		Expense	Security Improvements		$ 14,661.47		
Clay	2	Revenue			$ 129,701.65			
Clay	3	Revenue			$ 129,701.65			
COLLIER	1	Revenue			$ 249,103.95			
COLLIER	1		Expense	Engineering Fees for Computer Technology Improvements		$ 23,753.40		
COLLIER	1		Expense	Capital Outlay-Courthouse Lighting		$ 63,760.54		
COLLIER	2	Revenue			$ -			
COLLIER	3	Revenue			$ -			
Columbia	1	Revenue			$ 69,649.43			
Columbia	1		Expense	Courthouse Maintenance		$ 69,649.43		
Columbia	2	Revenue			$ -			
Columbia	3	Revenue			$ -			
Dade	1	Revenue			$ 3,169,192.14			
Dade	1		Expense	Court Facilities Debt Service		$ 3,169,192.14		
Dade	2	Revenue			$ -			
Dade	3	Revenue			$ -			
Desoto	1	Revenue			$ 27,657.30			
Desoto	1		Expense	Salarie and Benefits		$ 11,973.83		
Desoto	1		Expense	Lawn Maintenance		$ 1,600.00		
Desoto	1		Expense	Custodial Contract		$ 6,510.00		
Desoto	1		Expense	Repairs & Maintenance		$ 13,654.29		
Desoto	1		Expense	Supplies & Materials		$ 309.47		
Desoto	2	Revenue			$ -			
Desoto	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Dixie	1	Revenue			$ 10,063.71			
Dixie	1		Expense	None		$ -		
Dixie	2	Revenue			$ -			
Dixie	3	Revenue			$ -			
Duval	1	Revenue			$ 756,202.00			
Duval	1		Expense	Operating Cost		$ 323,236.64		
Duval	1		Expense	Repairs and Maintenance		$ 95,378.53		
Duval	2	Revenue			$ -			
Duval	3	Revenue			$ -			
Escambia	1	Revenue			$ 198,605.59			
Escambia	1		Expense	Judicial Building		$ 221,759.25		
Escambia	1		Expense	Personnel		$ -		
Escambia	1		Expense	Repair & Maintenance		$ -		
Escambia	1		Expense	Custodial		$ -		
Escambia	1		Expense	Utilities		$ -		
Escambia	2	Revenue			$ -			
Escambia	3	Revenue			$ -			
Flagler	1	Revenue			$ 64,370.73			
Flagler	1		Expense	Safety Testing		$ 2,197.50		
Flagler	1		Expense	Security		$ 39,459.28		
Flagler	1		Expense	Repair / Maintenance		$ 11,448.93		
Flagler	1		Expense	Security Equipment		$ 52,976.00		
Flagler	2	Revenue			$ -			
Flagler	3	Revenue			$ -			
Franklin	1	Revenue			$ 10,343.72			
Franklin	1		Expense	Courthouse Maintenance		$ 16,740.66		
Franklin	1		Expense	Courthouse Utilities		$ 19,566.28		
Franklin	1		Expense	Courthouse Security		$ 45,550.30		
Franklin	2	Revenue			$ -			
Franklin	3	Revenue			$ -			
Gadsden	1	Revenue			$ 78,433.85			
Gadsden	1		Expense	Communications		$ 6,551.20		
Gadsden	1		Expense	Security		$ 7,014.66		
Gadsden	1		Expense	Courtroom Renovations		$ 142,875.51		
Gadsden	1		Expense	Insurance		$ 25,109.25		
Gadsden	1		Expense	Utilities		$ 15,966.00		
Gadsden	2	Revenue			$ -			
Gadsden	3	Revenue			$ -			
Gilchrist	1	Revenue			$ 3,555.00			
Gilchrist	2	Revenue			$ -			
Gilchrist	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Glades	1	Revenue						
Glades	2	Revenue			$ -			
Glades	3	Revenue			$ -			
Gulf	1	Revenue			$ 682.08			
Gulf	2	Revenue			$ -			
Gulf	3	Revenue			$ -			
Hamilton	1	Revenue						
Hamilton	2	Revenue			$ -			
Hamilton	3	Revenue			$ -			
Hardee	1	Revenue			$ 53,001.08			
Hardee	1		Expense	Local Law Libraries		$ 6,058.10		
Hardee	2	Revenue			$ -			
Hardee	3	Revenue			$ -			
Hendry	1	Revenue			$ 17,637.46			
Hendry	1		Expense	none		$ -		
Hendry	1		Expense	none		$ -		
Hendry	2	Revenue			$ 17,637.46			
Hendry	2		Expense	none			$ -	$ -
Hendry	2		Expense	none		$ -		
Hendry	3	Revenue			$ 17,637.46			
Hendry	3		Expense	none			$ -	$ -
Hendry	3		Expense	none		$ -		
Hernando	1	Revenue			$ 155,148.86			
Hernando	1		Expense	Administrative Fees		$ 616.69		
Hernando	1		Expense	Bldgs-Constr and/or Improv		$ 92.68		
Hernando	2	Revenue			$ -			
Hernando	3	Revenue			$ -			
Highlands	1	Revenue						
Highlands	2	Revenue			$ -			
Highlands	3	Revenue			$ -			
Hillsborough	1	Revenue						
Hillsborough	2	Revenue			$ 902,885.97			
Hillsborough	3	Revenue			$ -			
Holmes	1	Revenue			$ 20,007.17			
Holmes	1		Expense	Bid specs & site evaluation for Security Camera System		$ 300.00		
Holmes	1		Expense	CenturyLink-Line for HVAC Controls		$ 252.22		
Holmes	1		Expense	Bid Advertisement for Security Camera System		$ 143.00		
Holmes	2	Revenue			$ -			
Holmes	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Indian River	1	Revenue			$ 53,178.63			
Indian River	1		Expense	State Attorney		$ 20,452.16		
Indian River	1		Expense	Public Defender		$ 1,224.72		
Indian River	1		Expense	Guardiam Ad Litem		$ 11,703.25		
Indian River	1		Expense	Law Library - 25%		$ 13,294.66		
Indian River	2	Revenue			$ 53,178.63			
Indian River	3	Revenue			$ 53,178.63			
Jackson	1	Revenue			$ 22,709.00			
Jackson	1		Expense	Maintenance		$ 7,619.00		
Jackson	1		Expense			$ -		
Jackson	1		Expense	Legal Services of North FL		$ 4,063.00		
Jackson	2	Revenue			$ -			
Jackson	3	Revenue			$ -			
Jefferson	1	Revenue			$ 31,605.51			
Jefferson	1		Expense	Rental agreement with the Jefferson County School Board		$ 25,000.00		
Jefferson	2	Revenue			$ -			
Jefferson	3	Revenue			$ -			
Lafayette	1	Revenue			$ 2,190.00			
Lafayette	1		Expense	Courthouse Maintenance		$ 2,190.00		
Lafayette	2	Revenue			$ -			
Lafayette	3	Revenue			$ -			
Lake	1	Revenue			$ 248,044.70			
Lake	1		Expense	Clerk of Court		$ 199,584.84		
Lake	1		Expense	State Attorney		$ 13,933.39		
Lake	1		Expense	Public Defender		$ 8,564.17		
Lake	1		Expense	Circuit Judge		$ 91,878.32		
Lake	1		Expense	Guardian Ad Litem		$ 4,187.62		
Lake	2	Revenue			$ -			
Lake	3	Revenue			$ -			
Lee	1	Revenue			$ 497,974.05			
Lee	1		Expense	Court Administration		$ 411,915.63		
Lee	2	Revenue			$ -			
Lee	3	Revenue			$ -			
Leon	1	Revenue			$ 335,591.93			
Leon	1		Expense	Utilities etc.		$ 355,591.93		
Leon	2	Revenue			$ -			
Leon	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Levy	1	Revenue			$ 20,832.84			
Levy	1		Expense	Phone Repairs		$ 85.00		
Levy	1		Expense	Repairs/Maintenance		$ 2,241.85		
Levy	1		Expense	Supplies		$ 72.10		
Levy	1		Expense	West Law		$ 175.90		
Levy	2	Revenue			$ -			
Levy	3	Revenue			$ -			
Liberty	1	Revenue			$ 5,114.77			
Liberty	2	Revenue			$ -			
Liberty	3	Revenue			$ -			
Madison	1	Revenue			$ 89,413.20			
Madison	1		Expense	Inter-fund transfer to Clerk's Finance Budget		$ 88,901.00		
Madison	1		Expense	Inter-fund transfer to Clerk's Fine & Forf.Budget		$ 20,741.06		
Madison	1		Expense	Courthouse Comm. Svc.		$ 758.23		
Madison	1		Expense	Courthouse Repairs & Maint.		$ 5,322.84		
Madison	1		Expense	Courthouse Utilities		$ 8,001.35		
Madison	2	Revenue			$ -			
Madison	3	Revenue			$ -			
Manatee	1	Revenue			$ 335,495.00			
Manatee	1		Expense	Judicial Center Revenue Bonds, Ser 2004 Debt Service		$ 1,599,950.00		
Manatee	1		Expense	Judicial Center Revenue Bonds, Ser 2006 Debt Service		$ 1,180,518.00		
Manatee	1		Expense	Revenue Refunding and Improvement Bonds, Ser 2013		$ 1,736,500.00		
Manatee	2	Revenue			$ -			
Manatee	3	Revenue			$ -			
Marion	1	Revenue			$ 153,924.08			
Marion	1		Expense	Courthouse Security		$ 163,312.75		
Marion	1		Expense	Law Library		$ 15,392.39		
Marion	2	Revenue			$ -			
Marion	3	Revenue			$ -			
Martin	1	Revenue			$ 156,289.35			
Martin	1		Expense	Bailiffs		$ 428,861.16		
Martin	1		Expense	Countywide Building Repair & Maint		$ 57,825.00		
Martin	1		Expense	Countywide Utility & Contract Mgmt		$ 263,888.28		
Martin	1		Expense	State Attorney/Article V		$ 26,951.02		
Martin	1		Expense	Public Defender/Article V		$ 3,409.63		
Martin	1		Expense	Judicial Non-Departmental		$ 29,842.00		
Martin	2	Revenue			$ -			
Martin	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Monroe	1	Revenue			$ 116,667.00			
Monroe	1		Expense	Personal Svcs		$ 14,800.78		
Monroe	1		Expense	Court Facilities		$ 83,327.58		
Monroe	2	Revenue						
Monroe	3	Revenue						
Nassau	1	Revenue			$ 21,345.77			
Nassau	1		Expense	Communications		$ 1,008.04		
Nassau	1		Expense	Rentals/Leases		$ 347.07		
Nassau	1		Expense	Maintenance Ser. Cont.		$ 644.84		
Nassau	1		Expense	Other Current Charges		$ 568.59		
Nassau	1		Expense	Office Supplies		$ 552.38		
Nassau	1		Expense	Misc Operating Supplies		$ 45.90		
Nassau	1		Expense	Equipment <$750		$ 181.00		
Nassau	1		Expense	Dues & Subscriptions		$ -		
Nassau	1		Expense	Communications - Ad Litem		$ 167.14		
Nassau	1		Expense	Printing & Binding		$ -		
Nassau	1		Expense	Building Improvement		$ -		
Nassau	1		Expense	Equipment		$ -		
Nassau	1		Expense	Repairs & Maintenance		$ 975.00		
Nassau	1		Expense	Repairs & Maint-Building		$ 16,260.09		
Nassau	2	Revenue			$ -			
Nassau	3	Revenue			$ -			
Okaloosa	1	Revenue			$ 206,182.28			
Okaloosa	1		Expense	Debt Service Fund		$ 206,182.28		
Okaloosa	2	Revenue			$ -			
Okaloosa	3	Revenue			$ -			
Okeechobee	1	Revenue			$ -			
Okeechobee	2	Revenue			$ -			
Okeechobee	3	Revenue			$ -			
Orange	1	Revenue			$ 1,300,474.03			
Orange	2	Revenue			$ -			
Orange	3	Revenue			$ -			
Osceola	1	Revenue			$ 430,350.35			
Osceola	1		Expense	Capital-Courtroom		$ 618,465.16		
Osceola	1		Expense	Capital-Security upgrades		$ 14,333.00		
Osceola	1		Expense	Cost allocation		$ 2,463.50		
Osceola	1		Expense	Principal & interest		$ 314,894.00		
Osceola	2	Revenue			$ -			
Osceola	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Palm Beach	1	Revenue			$ 1,194,619.66			
Palm Beach	1		Expense	Maintenance		$ 1,119,209.40		
Palm Beach	1		Expense	Security		$ 4,606,361.09		
Palm Beach	1		Expense	Utilities		$ 368,973.70		
Palm Beach	1		Expense	Construction & Debt Service		$ 759,573.30		
Palm Beach	2	Revenue			$ -			
Palm Beach	3	Revenue			$ -			
Pasco	1	Revenue			$ 258,054.97			
Pasco	1		Expense	Attorney fees		$ 75.71		
Pasco	2	Revenue			$ -			
Pasco	3	Revenue			$ -			
Pinellas	1	Revenue			$ 682,762.00			
Pinellas	1		Expense	North Cty Facility		$ 408,371.00		
Pinellas	1		Expense	South/Central Facility		$ 980,447.00		
Pinellas	1		Expense	Construction Expenditures		$ 1,651,565.00		
Pinellas	2	Revenue			$ -			
Pinellas	3	Revenue			$ -			
Polk	1	Revenue			$ 632,932.25			
Polk	1		Expense	Facility Lease		$ 132,780.58		
Polk	1		Expense	Maintenance		$ 300,433.08		
Polk	1		Expense	Utilities		$ 312,466.59		
Polk	2	Revenue			$ -			
Polk	3	Revenue			$ -			
Putnam	1	Revenue			$ 43,117.66			
Putnam	1		Expense			$ -		
Putnam	1		Expense	Operating Supplies		$ 61.27		
Putnam	1		Expense	Contract Services		$ -		
Putnam	1		Expense	Building & Security Improvements		$ 61,714.50		
Putnam	2	Revenue			$ -			
Putnam	3	Revenue			$ -			
Santa Rosa	1	Revenue			$ 146,603.13			
Santa Rosa	1		Expense	Salaries, Utilities, Leases, Repairs nad Maintenance		$ 148,479.44		
Santa Rosa	1		Expense	Salaries, Books, Publications, Subscriptions		$ 10,990.05		
Santa Rosa	2	Revenue			$ -			
Santa Rosa	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Sarasota	1	Revenue			$ 376,565.61			
Sarasota	1		Expense	Security Equipment Maintenance		$ 31,217.00		
Sarasota	1		Expense	Security Services		$ 35,024.48		
Sarasota	1		Expense	Janitorial Services		$ 42,463.32		
Sarasota	1		Expense	Elevator Maintenance		$ 32,154.86		
Sarasota	1		Expense	Building Maintenance		$ 55,380.45		
Sarasota	2	Revenue			$ -			
Sarasota	3	Revenue			$ -			
Seminole	1	Revenue			$ 534,125.24			
Seminole	1		Expense	Security		$ 1,281,383.72		
Seminole	1		Expense	Utilities		$ 333,817.68		
Seminole	1		Expense	Repairs & Maintenance		$ 74,317.35		
Seminole	2	Revenue			$ -			
Seminole	3	Revenue			$ -			
St. Johns	1	Revenue			$ 122,370.12			
St. Johns	1		Expense	NONE		$ -		
St. Johns	2	Revenue			$ -			
St. Johns	3	Revenue			$ -			
St. Lucie	1	Revenue			$ 346,856.74			
St. Lucie	1		Expense	Clerk of Ct Bldg, Clerk Bldg Debt Service		$ 30,262.51		
St. Lucie	1		Expense	Old Courthouse Ren; Clerk of Ct Bldg-Constr. & Renovations		$ -		
St. Lucie	1		Expense	New Courthouse Maint. Imp.		$ -		
St. Lucie	1		Expense	Courthouse Parking Garage		$ -		
St. Lucie	1		Expense	Empire II/Judicial Maint. Imp.; Public Def Bldg. A/C Renov		$ 203,444.45		
St. Lucie	1		Expense	Other Contr Srv.; Legal; Travel; Accounting & Audit		$ 62,007.48		
St. Lucie	1		Expense	Communication; Postage & Freight; Adj. for 1st Qtr Comm.		$ 1,367.21		
St. Lucie	1		Expense	Equipment Maint.; Ins. & Bond; Special Dist. Fees		$ 296.78		
St. Lucie	1		Expense	Office Supplies; Equip<$1,000; Office Supp-Comp.; Prom Adv.		$ 4,577.72		
St. Lucie	1		Expense	Law Books; Subscriptions; Mach. & Equip.; Works of Art		$ 89,412.80		
St. Lucie	2	Revenue			$ -			
St. Lucie	3	Revenue			$ -			
Sumter	1	Revenue			$ 102,978.80			
Sumter	2	Revenue			$ -			
Sumter	3	Revenue			$ -			
Suwannee	1	Revenue			$ 18,807.83			
Suwannee	1		Expense	Communications		$ 1,131.10		
Suwannee	1		Expense	Operating Supplies		$ 8,439.89		
Suwannee	1		Expense	Office Supplies		$ 125.00		
Suwannee	2	Revenue			$ -			
Suwannee	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Taylor	1	Revenue			$ 9,555.00			
Taylor	1		Expense	Courthouse		$ 9,555.00		
Taylor	2	Revenue			$ -			
Taylor	3	Revenue			$ -			
Union	1	Revenue			$ 1,815.00			
Union	1		Expense	Courthouse Maintenance		$ 32,546.21		
Union	2	Revenue			$ -			
Union	3	Revenue			$ -			
Volusia	1	Revenue			$ 422,368.23			
Volusia	1		Expense	Personnel Services		$ 128,396.91		
Volusia	1		Expense	Repairs & Maintenance		$ 138,375.83		
Volusia	1		Expense	Janitorial		$ 173,942.90		
Volusia	1		Expense	Security		$ 20,217.60		
Volusia	1		Expense	Insurance		$ -		
Volusia	2	Revenue			$ -			
Volusia	3	Revenue			$ -			
Wakulla	1	Revenue			$ 82,908.24			
Wakulla	1		Expense	Hancock Bank-Princ Pmt		$ 87,677.76		
Wakulla	1		Expense	Hancock Bank-Int Pmt		$ 33,596.14		
Wakulla	2	Revenue			$ -			
Wakulla	3	Revenue			$ -			

318.18 Aggregation

County Name	Section {1,2,3}	Revenue	Expense	Description	Revenue Value	Expenditure Value	Principal	Interest
Walton	1	Revenue			$ 45,305.77			
Walton	1		Expense	Rent and Utilities for State Attorney's Office		$ 13,614.29		
Walton	1		Expense	Utilities for Public Defender's Office		$ 3,815.15		
Walton	1		Expense	Utilities for Courthouse		$ 53,435.27		
Walton	1		Expense	Utilities for SW Courthouse		$ 18,144.68		
Walton	1		Expense	Courthouse Repairs		$ 7,356.74		
Walton	2	Revenue			$ -			
Walton	3	Revenue			$ -			
Totals					$ 18,003,832.53	$ 28,682,927.35	$ -	$ -

Notes

1. Section 1 relates to s. 318.18 (13) (a) 1, Florida Statutes.
2. Section 2 relates to s. 318.18 (13) (a) 2, Florida Statutes.
3. Section 3 relates to s. 318.18 (13) (a) 3, Florida Statutes.
4. Data was reported for 66 of the 67 counties. The county not reporting is Washington.
5. Expenditure data is not statutorily required and may be incomplete.
6. Data is for the reporting period July 1, 2013 through September 30, 2013.