





















Community  
Center

Closure?



**ORDINANCE #19-02**

**AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA AMENDING THE CHARTER OF THE TOWN OF WHITE SPRINGS FLORIDA, BY AMENDING SECTION 2.02(a) AND 2.02(b) OF THE CHARTER TO PROVIDE FOUR YEAR TERMS OF OFFICE FOR EACH COUNCILMEMBER WITH BIENNIAL ELECTIONS AND TO PROVIDE THAT CANDIDATES DESIGNATE THE COUNCIL SEAT FOR WHICH THEY WILL RUN; BY AMENDING SECTION 2.05(a)(2) OF THE CHARTER TO PROVIDE RELAXING THE PROCEDURE FOR WHICH ALL COUNCIL MEETINGS ARE GOVERNED; BY AMENDING SECTION 4.01 OF THE CHARTER TO PROVIDE FOR FOUR YEAR TERMS OF COUNCILMEMBERS; BY AMENDING SECTION 4.06(a), (b), AND (c) OF THE CHARTER TO PROVIDE FOR THE DETERMINATION OF ELECTION RESULTS DUE TO AMENDMENTS TO 2.02(a) AND 2.02(b) OF THE CHARTER; BY AMENDING SECTION 8.00 OF THE CHARTER TO PROVIDE THAT THE COUNCIL HAVE THE AUTHORITY TO CREATE AND ESTABLISH BOARDS AND COMMITTEES AS PROVIDED BY STATE STATUTE AND BY DELETING SECTIONS 8.01, 8.02 AND 8.03 OF THE CHARTER; BY AMENDING SECTION 11.06 OF THE CHARTER TO PROVIDE THAT CHANGES IN THE CORPORATE BOUNDARIES OF THE TOWN OF WHITE SPRINGS, FLORIDA BE DEFINED BY ORDINANCE AND THAT APPENDIX A DESCRIBING THE CORPORATE LIMITS OF THE TOWN BE DELETED; CALLING FOR A SPECIAL REFERENDUM ELECTION ON APRIL 23, 2019; AND PROVIDING AN EFFECTIVE DATE.**

(A) The Charter of the Town of White Springs, Florida, is hereby amended as follows:

(1) Section 2.02 of the Charter of the Town of White Springs, Florida is hereby amended to read as follows:

Section 2.02 Term of Office.

(a) Election of Councilmembers. Town Councilmembers shall be elected at large, but shall hold a specific seat on the council, and those seats shall be numbered one (1) through five (5). A candidate shall run for no more than one seat in any election and must designate the seat for which they will be qualifying.

The election shall be by majority vote, and in the event no candidate receives a majority for any one seat, a run-off shall be held between the two candidates receiving the largest number of votes.

(b) Term of office. Each Councilmember shall be elected for a term of four (4) years. Terms may be lengthened or shortened to accommodate changes in election dates or terms pursuant to Section 4.06(a).

(c) Mayor. The Town Council shall nominate and elect by majority vote a Mayor from among its members. The nomination and election shall take place at the first organizational meeting after the regular April election. The process shall repeat if the Mayor office is vacated permanently. All Councilmembers shall be eligible for this office.

(d) Vice-Mayor The Town Council shall nominate and elect by majority vote a Vice-Mayor from among its members. The nomination and election shall take place at the first organizational meeting after the regular April election. The process shall repeat if the Vice-Mayor office is vacated permanently. All Councilmembers shall be eligible for this office.

The Vice-Mayor shall act as Mayor during the absence of the Mayor. In the event the Mayor is temporarily disabled, the Vice-Mayor shall assume the full powers and duties as Mayor until the Mayor returns, in which even no vacancy will be deemed to exist.

(2) Section 2.05(a)(2) of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

Section 2.05(a)(2) Rules and Minutes.

The Town Council shall follow "Robert's Rules of Order" Newly Revised, (11<sup>th</sup> Edition) (Robert's Rules of Order) as a general guideline in the conduct of regular and special Town Council meetings. The Town Council recognizes that Robert's Rules of Order are not applicable to every procedural matter governing a public official in the State of Florida and such parliamentary rules shall not govern to the extent inconsistent with Florida law, the Charter of the Town of White Springs, Florida, the Town Code of Ordinances, and any other procedural rules the Town Council may adopt from time to time. Failure to follow or adhere to the procedural rules set forth herein shall not affect the validity of the action taken by the Town Council.

(3) Section 4.01 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

Section 4.01 Elections.

Regular Town elections shall be held on the fourth Tuesday in April in each even numbered year. Pursuant to Section 4.06(a), an election shall be held in 2019 to institute the four-year council terms. Special elections may be called for any purpose by the Town Council provided the election is called for on a Tuesday. Such election shall conform to the provisions of the general and special law. Absentee ballots shall be tabulated in the manner provided by law.



- (4) Section 4.06 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 4.06 Determination of Election Results.**

- (a) The regular election shall be held on the fourth Tuesday in April in even years as herein set forth:
- (1) Commission Seats 2 and 4 shall be filled on April 23, 2019 with the expirations of the terms of those Councilmembers being the fourth Tuesday in April, 2022.
  - (2) Commission Seats 1, 3, and 5 shall be filled April 28, 2020 with the expirations of the terms of those Councilmembers being the fourth Tuesday in April, 2024.
- (b) If required, runoff elections shall be held on the Tuesday two weeks following the election.
- (c) All elected municipal officials shall take office at 6:30 PM on the first Thursday following the election or at any other time designated by resolution of the Town Council, at which time they shall be sworn into office by the Mayor or Town Clerk or Town Attorney.
- (5) Section 8.00 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 8.00 Authority to Create and Establish Boards and Committees.**

The Town Council has the authority to create and establish boards and committees. The Town shall prepare a Comprehensive Land Use Plan which shall be in compliance with general law. The Comprehensive Land Use Plan when approved by the Town Council shall serve as the Town's long term growth and expansion control plan. The Town may utilize the services of professional land use planners to update the plan as necessary.

- (6) Section 11.06 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 11.06 Corporate Boundaries.**

The corporate boundaries of the Town of White Springs shall remain fixed and established as they exist on the date this Charter takes effect, provided that the Town shall have the power to change its boundaries in the manner prescribed by law. The corporate boundaries of the Town of White Springs shall be defined by the ordinance of annexation having the latest effective date.

(B) The proposed amendments to the Charter of the Town of White Springs, Florida, contained in division (A) above, shall be submitted to the electors of the Town of White Springs, Florida at an election which is hereby called for April 23, 2019, and if approved by the election by a majority of said electors so voting, shall be effective for implementation as of the date of the election.

(C) The questions on the ballot which shall be submitted to the electors of the Town of White Springs, Florida, at the election to be held April 23, 2019, shall appear as follows:

AMENDMENT  
NUMBER

ONE That Section 2.02(a) of the Town Charter be amended to provide that elections for Town Councilmembers be at large for each seat and that each candidate for election designate which seat they are to qualify and run for. Each election shall be by majority vote and in the event no candidate receives a majority for any one seat, a run-off election shall take place between the two candidates receiving the largest number of votes for that seat.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

AMENDMENT  
NUMBER

TWO That Section 2.02(b) of the Town Charter be amended to provide that each Councilmember shall be elected to a term of four (4) years.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

AMENDMENT  
NUMBER

THREE That Section 2.05(a)(2) of the Town Charter be amended to provide for additional procedures as guidelines when conducting regular and special Town Council meetings beyond Robert's Rules of Order. The Town Council recognizes that Robert's Rules of Order are not applicable to every procedural matter governing a public official, and that other procedural rules consistent with Florida law may be adopted from time to time.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST



AMENDMENT  
NUMBER

FOUR That Section 4.01 of the Town Charter be amended to provide that regular town elections be held on the fourth Tuesday of April in each even numbered year to accommodate the four-year terms for Councilmembers. Section 4.01 also provides that an election for some seats on the council be held in 2019 to institute the four-year terms.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

AMENDMENT  
NUMBER

FIVE That Section 4.06 of the Town Charter be amended to provide for the institution of four year terms by holding elections for seats 2 and 4 on April 23, 2019 with expirations of those terms to be in April, 2022 and holding elections for seats 1, 3, and 5 on April 28, 2020 with expiration of those terms to be in April, 2024; to provide for runoff elections if required; and to provide that all elected officials be sworn into office at 6:30 PM on the first Thursday following the election or at any other time as designated by resolution of the Town Council.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

AMENDMENT  
NUMBER

SIX That Section 8.00 of the Town Charter be amended to provide to the Town Council the authority to create and establish boards and committees in compliance with general law of the State of Florida.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

AMENDMENT  
NUMBER

SEVEN That Section 11.06 of the Town Charter be amended to provide that the Corporate Boundaries of the Town of White Springs, Florida be defined by the ordinance of annexation having the latest date and that Appendix A to the Charter be deleted.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

(D) EFFECTIVE DATE

This ordinance shall be effective immediately upon adoption and the changes to the Town Charter as herein provided shall become effective as to each amendment which is approved by a majority of the town electors voting in the election and to be held pursuant to the provisions of division (B) above.

(E) SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

PASSED on first reading February 12, 2019.

PASSED and ADOPTED in regular session, with a quorum present and voting, by the Town Council upon second and final reading this 12<sup>th</sup> day of March 2019.

Town of White Springs Council



Mayor Spencer Lofton

ATTEST:



Pam Tomlinson, Town Clerk





164 NW MADISON STREET | PO BOX 550 | LAKE CITY, FLORIDA 32056

## MEMORANDUM

To: Town of White Springs Town Council  
Town Manager

Re: For Immediate Action: Charter Amendments – Town Ordinance No. 19-02

Date: March 9, 2021

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At the Council's workshop on February 23 I advised the Council that I had been unable to locate a proper Ordinance setting the proposed Charter Amendments from the 2019 election cycle for the ballot. As explained, Florida Statutes section 166.031 requires that Council-initiated proposed charter amendments must be presented in the form of an ordinance or ordinances to satisfy the statutory requirements for amendment. As of February 23 neither I nor Town staff had been able to locate such an ordinance.

On February 25<sup>th</sup> I received a copy of Ordinance No. 19-02, which is attached for your reference. This does appear to be the ordinance that set the referenda upon the April 23, 2019 ballot.

To recap, pursuant to Florida Statutes 166.031 and Charter section 10.03, amendments 1, 4, 5, and 6 all passed with a majority vote of the electors casting votes on those questions. Upon review of the ordinance, it appears all of the proposed amendments were set forth in a single ordinance, and based on the language of the ordinance and the referenda, several of the amendments were dependent upon passage of amendment 2 which would have provided for four-year terms for Council members. Amendment 2 did not pass.

Given the plain language of the ordinance and the amendments that did pass, under ordinary circumstances I would recommend that the amendments be codified into the Charter. However, due to the manner in which the referenda were drafted and offered to the public, the Town Council will be unable to give effect to the new language inserted. In other words, the Town will continue to have councilors serving 2-year terms with elections every April as provided in section 2.02(a)

Amendment 1 called for revisions of section 2.02(a) while Amendment 2 called for revisions to section 2.02(b). Amendment 1 passed while Amendment 2 failed, making it such that the changes to the Charter language required by Ordinance 19-02, if inserted according to the vote

on the referenda, would result in the following revision (words stricken are removed; words underlined are added; all other text is original to the existing Charter):

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**Section 2.02 Term of Office.**

- (a) Election of Councilmembers. Town Councilmembers shall be elected at large, but shall hold a specific seat on the council, and those seats shall be numbered one (1) through five (5). A candidate shall run for no more than one seat in any election and must designate the seat for which they will be qualifying.

The election shall be by majority vote, and in the event no candidate received a s majority for any one seat, a run-off shall be held between the two candidates receiving the largest number of votes.

~~Term of office. Two (2) Council members shall be elected on odd-numbered years for a two-year term. Three (3) Council members shall be elected on even-numbered years for a two-year term.~~

- (b) Election of Council Member. The candidate for Council Member during odd-numbered years who polls the highest number of votes for office during the Town election shall be declared the winner thereof.

During the even-numbered years, the three (3) candidates who polled the three (3) highest number of votes for office as the result of the Town election shall be declared as the winners thereof.

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As you can see, Amendment 1 was likely intended to amend subsection 2.02(b), but instead expressly amends subsection 2.02(a), while Amendment 2 seems intended to amend subsection 2.02(a) but was drafted in the ordinance to amend 2.02(b). Because one passed and the other did not, the language relating to terms was written out of the Charter entirely and there are now two, *directly conflicting* provisions relating to how Councilmembers are to be elected. This outcome is untenable and fundamentally undermines the Charter.

Given this rather serious error, I see no way for the Council to recognize the propriety of the amendment process contemplated under Ordinance 19-02. I recommend an immediate and formal repeal of Ordinance 19-02, which will require an ordinance and attendant process.



**ORDINANCE #19-02**

**AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA AMENDING THE CHARTER OF THE TOWN OF WHITE SPRINGS FLORIDA, BY AMENDING SECTION 2.02(a) AND 2.02(b) OF THE CHARTER TO PROVIDE FOUR YEAR TERMS OF OFFICE FOR EACH COUNCILMEMBER WITH BIENNIAL ELECTIONS AND TO PROVIDE THAT CANDIDATES DESIGNATE THE COUNCIL SEAT FOR WHICH THEY WILL RUN; BY AMENDING SECTION 2.05(a)(2) OF THE CHARTER TO PROVIDE RELAXING THE PROCEDURE FOR WHICH ALL COUNCIL MEETINGS ARE GOVERNED; BY AMENDING SECTION 4.01 OF THE CHARTER TO PROVIDE FOR FOUR YEAR TERMS OF COUNCILMEMBERS; BY AMENDING SECTION 4.06(a), (b), AND (c) OF THE CHARTER TO PROVIDE FOR THE DETERMINATION OF ELECTION RESULTS DUE TO AMENDMENTS TO 2.02(a) AND 2.02(b) OF THE CHARTER; BY AMENDING SECTION 8.00 OF THE CHARTER TO PROVIDE THAT THE COUNCIL HAVE THE AUTHORITY TO CREATE AND ESTABLISH BOARDS AND COMMITTEES AS PROVIDED BY STATE STATUTE AND BY DELETING SECTIONS 8.01, 8.02 AND 8.03 OF THE CHARTER; BY AMENDING SECTION 11.06 OF THE CHARTER TO PROVIDE THAT CHANGES IN THE CORPORATE BOUNDARIES OF THE TOWN OF WHITE SPRINGS, FLORIDA BE DEFINED BY ORDINANCE AND THAT APPENDIX A DESCRIBING THE CORPORATE LIMITS OF THE TOWN BE DELETED; CALLING FOR A SPECIAL REFERENDUM ELECTION ON APRIL 23, 2019; AND PROVIDING AN EFFECTIVE DATE.**

**(A) The Charter of the Town of White Springs, Florida, is hereby amended as follows:**

**(1) Section 2.02 of the Charter of the Town of White Springs, Florida is hereby amended to read as follows:**

**Section 2.02 Term of Office.**

**(a) Election of Councilmembers. Town Councilmembers shall be elected at large, but shall hold a specific seat on the council, and those seats shall be numbered one (1) through five (5). A candidate shall run for no more than one seat in any election and must designate the seat for which they will be qualifying.**

**The election shall be by majority vote, and in the event no candidate receives a majority for any one seat, a run-off shall be held between the two candidates receiving the largest number of votes.**

**(b) Term of office. Each Councilmember shall be elected for a term of four (4) years. Terms may be lengthened or shortened to accommodate changes in election dates or terms pursuant to Section 4.06(a).**

(c) Mayor. The Town Council shall nominate and elect by majority vote a Mayor from among its members. The nomination and election shall take place at the first organizational meeting after the regular April election. The process shall repeat if the Mayor office is vacated permanently. All Councilmembers shall be eligible for this office.

(d) Vice-Mayor The Town Council shall nominate and elect by majority vote a Vice-Mayor from among its members. The nomination and election shall take place at the first organizational meeting after the regular April election. The process shall repeat if the Vice-Mayor office is vacated permanently. All Councilmembers shall be eligible for this office.

The Vice-Mayor shall act as Mayor during the absence of the Mayor. In the event the Mayor is temporarily disabled, the Vice-Mayor shall assume the full powers and duties as Mayor until the Mayor returns, in which even no vacancy will be deemed to exist.

(2) Section 2.05(a)(2) of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 2.05(a)(2) Rules and Minutes.**

The Town Council shall follow "Robert's Rules of Order" Newly Revised, (11<sup>th</sup> Edition) (Robert's Rules of Order) as a general guideline in the conduct of regular and special Town Council meetings. The Town Council recognizes that Robert's Rules of Order are not applicable to every procedural matter governing a public official in the State of Florida and such parliamentary rules shall not govern to the extent inconsistent with Florida law, the Charter of the Town of White Springs, Florida, the Town Code of Ordinances, and any other procedural rules the Town Council may adopt from time to time. Failure to follow or adhere to the procedural rules set forth herein shall not affect the validity of the action taken by the Town Council.

(3) Section 4.01 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 4.01 Elections.**

Regular Town elections shall be held on the fourth Tuesday in April in each even numbered year. Pursuant to Section 4.06(a), an election shall be held in 2019 to institute the four-year council terms. Special elections may be called for any purpose by the Town Council provided the election is called for on a Tuesday. Such election shall conform to the provisions of the general and special law. Absentee ballots shall be tabulated in the manner provided by law.

- (4) Section 4.06 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 4.06 Determination of Election Results.**

- (a) The regular election shall be held on the fourth Tuesday in April in even years as herein set forth:
- (1) Commission Seats 2 and 4 shall be filled on April 23, 2019 with the expirations of the terms of those Councilmembers being the fourth Tuesday in April, 2022.
  - (2) Commission Seats 1, 3, and 5 shall be filled April 28, 2020 with the expirations of the terms of those Councilmembers being the fourth Tuesday in April, 2024.
- (b) If required, runoff elections shall be held on the Tuesday two weeks following the election.
- (c) All elected municipal officials shall take office at 6:30 PM on the first Thursday following the election or at any other time designated by resolution of the Town Council, at which time they shall be sworn into office by the Mayor or Town Clerk or Town Attorney.
- (5) Section 8.00 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 8.00 Authority to Create and Establish Boards and Committees.**

The Town Council has the authority to create and establish boards and committees. The Town shall prepare a Comprehensive Land Use Plan which shall be in compliance with general law. The Comprehensive Land Use Plan when approved by the Town Council shall serve as the Town's long term growth and expansion control plan. The Town may utilize the services of professional land use planners to update the plan as necessary.

- (6) Section 11.06 of the Charter of the Town of White Springs, Florida, is hereby amended to read as follows:

**Section 11.06 Corporate Boundaries.**

The corporate boundaries of the Town of White Springs shall remain fixed and established as they exist on the date this Charter takes effect, provided that the Town shall have the power to change its boundaries in the manner prescribed by law. The corporate boundaries of the Town of White Springs shall be defined by the ordinance of annexation having the latest effective date.



(B) The proposed amendments to the Charter of the Town of White Springs, Florida, contained in division (A) above, shall be submitted to the electors of the Town of White Springs, Florida at an election which is hereby called for April 23, 2019, and if approved by the election by a majority of said electors so voting, shall be effective for implementation as of the date of the election.

(C) The questions on the ballot which shall be submitted to the electors of the Town of White Springs, Florida, at the election to be held April 23, 2019, shall appear as follows:

**AMENDMENT  
NUMBER**

**ONE** That Section 2.02(a) of the Town Charter be amended to provide that elections for Town Councilmembers be at large for each seat and that each candidate for election designate which seat they are to qualify and run for. Each election shall be by majority vote and in the event no candidate receives a majority for any one seat, a run-off election shall take place between the two candidates receiving the largest number of votes for that seat.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**AMENDMENT  
NUMBER**

**TWO** That Section 2.02(b) of the Town Charter be amended to provide that each Councilmember shall be elected to a term of four (4) years.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**AMENDMENT  
NUMBER**

**THREE** That Section 2.05(a)(2) of the Town Charter be amended to provide for additional procedures as guidelines when conducting regular and special Town Council meetings beyond Robert's Rules of Order. The Town Council recognizes that Robert's Rules of Order are not applicable to every procedural matter governing a public official, and that other procedural rules consistent with Florida law may be adopted from time to time.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**AMENDMENT  
NUMBER**

**FOUR** That Section 4.01 of the Town Charter be amended to provide that regular town elections be held on the fourth Tuesday of April in each even numbered year to accommodate the four-year terms for Councilmembers. Section 4.01 also provides that an election for some seats on the council be held in 2019 to institute the four-year terms.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**AMENDMENT  
NUMBER**

**FIVE** That Section 4.06 of the Town Charter be amended to provide for the institution of four year terms by holding elections for seats 2 and 4 on April 23, 2019 with expirations of those terms to be in April, 2022 and holding elections for seats 1, 3, and 5 on April 28, 2020 with expiration of those terms to be in April, 2024; to provide for runoff elections if required; and to provide that all elected officials be sworn into office at 6:30 PM on the first Thursday following the election or at any other time as designated by resolution of the Town Council.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**AMENDMENT  
NUMBER**

**SIX** That Section 8.00 of the Town Charter be amended to provide to the Town Council the authority to create and establish boards and committees in compliance with general law of the State of Florida.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**AMENDMENT  
NUMBER**

**SEVEN** That Section 11.06 of the Town Charter be amended to provide that the Corporate Boundaries of the Town of White Springs, Florida be defined by the ordinance of annexation having the latest date and that Appendix A to the Charter be deleted.

\_\_\_\_\_ FOR

\_\_\_\_\_ AGAINST

**(D) EFFECTIVE DATE**

This ordinance shall be effective immediately upon adoption and the changes to the Town Charter as herein provided shall become effective as to each amendment which is approved by a majority of the town electors voting in the election and to be held pursuant to the provisions of division (B) above.

**(E) SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

PASSED on first reading February 12, 2019.

PASSED and ADOPTED in regular session, with a quorum present and voting, by the Town Council upon second and final reading this 12<sup>th</sup> day of March 2019.

Town of White Springs Council



Mayor Spencer Lofton

ATTEST:



Pam Tomlinson, Town Clerk



**WHITE SPRINGS, FLORIDA**  
**OFFICIAL BALLOT GENERAL TOWN ELECTION**

April 23, 2019

NO. 0000

\_\_\_\_\_  
SIGNATURE OF VOTER

\_\_\_\_\_  
INITIALS OF ISSUING OFFICIAL

STUB NO. 1

-----  
**INSTRUCTIONS: TO VOTE YOU MUST BLACKEN THE OVAL  COMPLETELY USING PEN PROVIDED**

**White Springs Town Council**  
**VOTE FOR TWO (2)**

- Tonja Brown
- Thomas T. Moore
- Arthur L. Natteal/Radio Man

**No. 4 Elections.** That Section 4.01 of the Town Charter be amended to provide that regular town elections be held on the fourth Tuesday of April in each even numbered year to accommodate the four-year terms for Councilmembers. Section 4.01 also provides that an election for some seats on the council be held in 2019 to institute the four-year terms.

For                       Against

**No. 1 Election of Councilmembers.** That Section 2.02(a) of the Town Charter be amended to provide that elections for Town Councilmembers be at large for each seat and that each candidate for election designate which seat they are to qualify and run for. Each election shall be by majority vote and in the event no candidate receives a majority for any one seat, a run-off election shall take place between the two candidates receiving the largest number of votes for that seat.

For                       Against

**No. 5 Determination of Election Results.** That Section 4.06 of the Town Charter be amended to provide for the institution of four year terms by holding elections for seats 2 and 4 on April 23, 2019 with expirations of those terms to be in April, 2022 and holding elections for seats 1, 3, and 5 on April 28, 2020 with expiration of those terms to be in April, 2024; to provide for runoff elections if required; and to provide that all elected officials be sworn into office at 6:30 PM on the first Thursday following the election or at any other time as designated by resolution of the Town Council

For                       Against

**No. 2 Term of Office.** That Section 2.02(b) of the Town Charter be amended to provide that each Councilmember shall be elected to a term of four (4) years.

For                       Against

**No. 6 Boards, Committees and Land Use Plans.** That Section 8.00 of the Town Charter be amended to provide to the Town Council the authority to create and establish boards and committees in compliance with general law of the State of Florida

For                       Against

**No. 3 Rules and Minutes.** That Section 2.05(a)(2) of the Town Charter be amended to provide for additional procedures as guidelines when conducting regular and special Town Council meetings beyond Robert's Rules of Order. The Town Council recognizes that Robert's Rules of Order are not applicable to every procedural matter governing a public official, and that other procedural rules consistent with Florida law may be adopted from time to time.

For                       Against

**No. 7 Corporate Boundaries.** That Section 11.06 of the Town Charter be amended to provide that the Corporate Boundaries of the Town of White Springs, Florida be defined by the ordinance of annexation having the latest date and that Appendix A to the Charter be deleted.

For                       Against



**TOWN MANAGER EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWN COUNCIL OF THE TOWN OF WHITE SPRINGS, FLORIDA  
AND  
VANESSA GEORGE**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into on this \_\_\_ day of March 2021, by and between the Town of White Springs, a Florida municipality, (the "Town") by and through its Town Council (the "Council") pursuant to Section 3.01 of the Town Charter of the Town of White Springs, Florida (the "Charter), and Vanessa George ("George").

**W-I-T-N-E-S-S-E-T-H**

**WHEREAS**, the Town desires to employ the services of George as Town Manager ("Manager") of the Town, pursuant to the terms of the Charter and all relevant ordinances, codes, statutes, laws, and constitutional provisions applicable to the position of Manager;

**WHEREAS**, it is the desire of the Council to provide certain benefits and establish certain conditions of employment for George as Manager in accordance with this Agreement;

**WHEREAS**, it is the desire of the Council to secure and retain the services of George as Manager and to provide inducement for her to continue in such employment; and

**WHEREAS**, George desires to accept employment as Manager in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section 1. Employment.**

A. The Council hereby hires and appoints George as Manager for a term of two (2) years, under the conditions established herein, to perform the duties and functions specified in the Charter and all relevant ordinances, codes, statutes, laws, constitutional provisions applicable to the position of Manager, and to perform such other legally permissible and proper duties and functions as the Council shall assign from time to time.

B. Employment of George as Manager shall be effective as of the above date. This Agreement shall remain in effect until terminated by the Council or George but only as provided herein.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of George as Manager at any time, subject only to the restrictive provisions set forth in Section 3 of this Agreement.

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of George to resign at any time from her position as the Manager, subject only to the restrictive provisions set forth in Section 4 of this Agreement.

**Section 2. Duties and Obligations.**

A. As the Manager, George shall have all the duties, responsibilities, and powers set forth in the Charter, the Town's ordinances, any administrative codes, and all relevant statutes, laws, constitutional provisions





applicable to the position of Manager. George agrees to perform and undertake all such duties and responsibilities, and to exercise all such powers faithfully, industriously, and to the best of her ability, all in a professional and competent manner that reflects positively upon the Town and the Council.

B. George, as the Manager, shall remain in the employ of the Council and shall devote such necessary time, attention, knowledge, and skills necessary to faithfully perform her duties and responsibilities, and to exercise her powers under this Agreement. George may engage in outside educational, entrepreneurial, and professional activities and other employment activities provided that such activities shall not interfere with her primary obligations as Manager pursuant to this Agreement or create a real or potential conflict of interest or other ethical violation pursuant to Florida Statutes chapter 112 or any other provision of state or federal law.

C. In the event George shall serve on any appointed or elected board of any professional organization or serve on any committee in her capacity as Town Manager, in the event any monies are paid to, or gifts received by George as Town Manager related to such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Council. This provision shall be narrowly construed and shall not be construed to mean that all monies earned by George through outside activities during the term of this Agreement must be paid to the Town.

### **Section 3. Termination and Severance Pay.**

A. Termination without Cause. The parties acknowledge that section 3.04 of the Charter provides for the exclusive mechanism through which the Town Manager may be terminated for cause. The parties agree that in addition to the provisions of the Charter, the Council may terminate the employment of George as Manager without cause, but only pursuant to this section. To terminate George without cause it shall be necessary that a majority of the Council vote to remove George from employment at consecutive, regular meetings of the Council, and that the subject of terminating George shall have appeared on the agenda for each meeting. If successive votes to remove her without cause occur, George shall be provided with written notice of the decision of the Council, and the effective date of termination shall be not less than 30 days following the second vote to terminate George. Upon termination under this part, George will be entitled to:

(1) a severance payment equal to the lesser of twenty (20) weeks of base salary or the maximum severance permitted pursuant to Florida Statutes section 215.425;

(2) a lump sum payment at her then-hourly rate of base salary as Manager for all annual leave hours accumulated but unused as of the date of termination, not to exceed the maximum accrual provided in the Town's personnel policies applicable to all other non-union employees of the Town;

(3) a lump sum payment at her then-hourly rate of base salary as Manager for all sick leave hours accumulated but unused as of the date of termination, subject to the limitations and maximum accrual provided in the Town's personnel policies applicable to all other non-union employees of the Town; and

(4) continuation of the Manager's health insurance under Section 9 at Town expense for a period of the lesser of twenty (20) weeks following the effective date of termination or the maximum severance term permitted pursuant to Florida Statutes section 215.425 in accordance with, and within the limitations of, COBRA and the rates applicable thereunder.

B. Termination for Cause. The Council may, in accordance with its powers under section 3.04 of the Charter, for good cause shown, terminate the employment of George as the Manager. In the event George's employment as Manager is terminated for cause, the Town shall not pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof. The term "for good cause shown" shall include but not be limited to all behaviors constituting "misconduct" as the term is defined at Florida Statutes section 443.036(29); gross negligence in the handling of Town affairs; willful violation of the provisions of law; willful disregard of a direct order, demand, or policy of the Council; conduct unbecoming a public employee; illegal or habitual alcohol or drug abuse; conviction of a felony;





conviction of any crime involving moral turpitude or relating to official duties; or adjudication of violation of the Florida Ethics Code. For the purposes of this subsection, if George pleads guilty or *nolo contendere* or is found guilty of a felony or an ethics violation, she shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

C. If George should become permanently disabled or otherwise unable to perform her duties and responsibilities effectively, or to exercise her powers as Manager as provided in this Agreement because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks, then the Council shall have the right to terminate this Agreement in accordance with provisions of subsection A (Termination Without Cause) hereof.

#### **Section 4. Resignation.**

A. George shall provide the Town not less than sixty (60) days' written notice prior to the effective date of any voluntary resignation, unless the parties agree otherwise.

B. In the event George voluntarily resigns her position as Manager, the Town shall be under no obligation to pay severance pay described under subsection A(1) or pay for the continuation of health insurance described under subsection A(4) hereof, but George shall be entitled to payment of accumulated annual and sick leave.

#### **Section 5. Compensation and Annual Review.**

A. The Town shall pay George for her services as the Manager an annual base salary of \$ 65,000.00 payable in equal installments pursuant to Town policy and may increase George's compensation from time to time as herein provided. George's salary shall be automatically increased at the rate of 3% annually, adjusted on October 1, 2022 and each October 1 thereafter of each year this Agreement remains in effect. This Agreement shall not be construed as limiting the authority of the Council to increase the base salary or other benefits paid to George under this or any other agreement.

B. The Council shall periodically review and evaluate the performance of George and such written evaluations shall be available for public inspection.

#### **Section 6. Retirement.**

A. The Council shall contribute to the Florida Retirement System on George's behalf as a member of the System's Senior Management Service Class, pursuant to Florida general law.

#### **Section 7. Automobile, Communications and Home Office Equipment.**

The parties understand and agree that the duties of the Manager require that she shall be on call for twenty-four-hour service. Due to the nature of her employment and to better facilitate George's performance of these duties:

A. The Town shall provide George with access to a suitable Town vehicle for her use. The Town shall be responsible for paying for the purchase, operation, maintenance, repair, insurance and regular replacement of said vehicle. This provision shall not be construed to require the Town to purchase a new or like-new vehicle for George at any time.

B. The Town shall provide an allowance to offset George's mobile phone expenses in the amount of \$45 per month.



hold harmless, and indemnify George against any tort, professional liability claim, or demand or other legal action, groundless or otherwise, arising out of an alleged act or omission committed by George within the scope of her employment hereunder. Provided, however, that George shall timely report any such allegation to the Council and thereafter cooperate fully and honestly in the Town's defense thereof. The Council may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, subject to reimbursement by George if required by law. Said indemnification shall extend beyond termination of employment and expiration of this Agreement to provide full and complete protection to George by the Town for any acts or omissions committed within the scope of her employment hereunder as Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following George's employment with the Town. The provisions of this section shall not apply to any claim, demand, suit, or cause brought or asserted against George for her acts or omissions committed while acting outside the course and scope of her employment under this Agreement, nor shall it apply for acts or omissions of George committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, property, or civil rights.

**Section 13. Entire Agreement**

This document constitutes the entire Agreement between the parties, except as may be amended from time to time, in writing, by the parties hereto. All provisions contained in this Agreement are subject to and conditioned upon compliance with the Charter, the Town's code or ordinances, the administrative code, and all statutes, laws, constitutional provisions, and other Town regulations, resolutions and policies. In the event of a conflict with this Agreement, the Charter and all laws, rules and regulations arising thereunder shall take precedence.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to have been executed on behalf of each as of the date and year first above-written.

**MANAGER:**

\_\_\_\_\_  
Vanessa George

**TOWN and COUNCIL:**

The Town Council for the Town of White Springs, Florida

By: \_\_\_\_\_  
Anita Rivers, Vice Mayor

Attest:

\_\_\_\_\_  
Audré J. Ruise, Town Clerk





**INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES**

Town of White Springs, Florida  
Hamilton County Sheriff's Office

**THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES** ("Agreement") is made and entered into by and between the TOWN OF WHITE SPRINGS, FLORIDA, a Florida municipal corporation (the "Town") and the HAMILTON COUNTY SHERIFF'S OFFICE ("Sheriff").

**WITNESSETH**

**WHEREAS**, Sections 166.021 and 163.01, Florida Statutes provide that two local governmental agencies may contract to provide law enforcement services within a municipality's boundaries; and

**WHEREAS**, the Town is a municipality within the boundaries of Hamilton County, Florida, and

**WHEREAS**, the Town is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

**WHEREAS**, the Town and Sheriff acknowledge that the Sheriff provides base level law enforcement services to the Town by virtue of the fact that residents of the Town are taxpayers of County; and

**WHEREAS**, the Town has requested that the Sheriff furnish enhanced law enforcement services within the Town; and

**WHEREAS**, the Town desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for the Town; and

**WHEREAS**, the Town Council has determined that the most efficient way to fulfill its desire to provide enhanced police protection in a responsible manner for the term beginning May 1, 2021, and ending September 30, 2022, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

**WHEREAS**, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and



**WHEREAS**, this Agreement for the provision of enhanced law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall administer this Agreement to that end; and

**WHEREAS**, the Town Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of White Springs, Florida.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.

2. **MUNICIPAL POLICE POWERS.** The Town Council vests within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, White Springs' police powers to the extent necessary or desirable to perform the enhanced law enforcement services herein during the contract period. This Agreement is not intended to abolish the White Springs Police Department, both parties recognizing that the Town retains the right to resume responsibilities to provide law enforcement services within the Town at the expiration of this Agreement. The Town similarly retains the right to control the enhanced law enforcement services but only to the extent provided under this Agreement.

3. **INTERAGENCY COORDINATION.** The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement activities and functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with the Town Manager. The Sheriff or Sheriff's designee will attend regular Council meetings and staff meetings when requested consistent with the Town's right to control and supervise the law enforcement services provided pursuant to this Agreement.

4. **ENHANCED SERVICES.** It is understood that enhanced services provided pursuant to this contract are over and above the level of services provided to unincorporated Hamilton County as paid for through County Property taxes.

5. **STAFFING LEVELS.**

a. The Sheriff will provide the necessary and appropriate level of enhanced law enforcement services in and for the Town by providing two (2) deputies with patrol vehicles whose time shall be divided such that at least one (1) deputy is on duty and within the Town limits from





6:00PM until 2:00AM each day. Said deputies shall be provided within the Town based on one (1) deputy at all relevant times. Sheriff will, to the extent practicable, coordinate with the Town Council in the selection of deputies to fill these shifts, and will maintain a consistent roster of the deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to the Town City is 12 months. Deputies assigned within the Town will not patrol unincorporated areas of the County during the enhanced law enforcement hours, except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. Sheriff agrees to provide advanced notice to the City Manager or designee at any time the Town is to be without at least one deputy within the Town limits during the shifts provided under this agreement.

b. The Sheriff will meet quarterly, or more often as necessary if the need arises, with the Town Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of the Town, and review crime statistics and trends. Sheriff agrees to provide advanced notice to the Town Manager or designee at any time there is a deviation from the aforementioned agreed upon schedule and/or work program that would result in a reduction of the number of deputies working within the Town.

c. The Sheriff will provide supervision of deputies and interactive community service to communicate law enforcement activities to Town businesses and residents. Deputies shall be authorized, and will enforce all Town regulations, ordinances, and codes to include writing Town citations. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, and other occurrences of similar scope and magnitude, the Hamilton County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event according to standard law enforcement practices.

d. The Sheriff will make all basic services of the Sheriff's Office available to the Town during the term of this Agreement at the same level of service provided to the unincorporated areas of Hamilton County. These services include but are not necessarily limited to K-9, detective division, vice and narcotics unit, forensics, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of the Town's vehicular traffic.

e. The Sheriff will provide technical assistance to the Town in its efforts to establish new or updated codes, ordinances, and policies that would be enforced under this contract as to improve compliance and enforceability.

## **6. CONSIDERATION.**

a. The Town shall pay to the Hamilton County Sheriff's Office, as payment in full for the enhanced services described herein and agreed to be performed by the Sheriff, the sum of



\_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00.) for the term May 1, 2021 through September 30, 2021, to be paid in five (5) equal monthly installments beginning May 1, 2021, and continuing on the first day of each month thereafter and shall thereafter pay the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00.) for the term October 1, 2021 through September 30, 2022, to be paid in twelve (12) equal monthly installments beginning October 1, 2021.

b. the Town shall lease to the Sheriff all of the Town's law enforcement equipment and facilities for the price of \$1 per year, and the Sheriff shall operate the Town's leased facility as a substation and the equipment for the deputies herein provided for the better fulfilment of this agreement.

**7. LAWS ENFORCED.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the Town, and the Town municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Town Ordinances within Hamilton County.

**8. FINES AND FORFEITURES.**

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Hamilton County, Florida and designated for use by the Town pursuant to F.S. 943.25, Florida Statutes, shall be assigned by the Town to Sheriff for payment directly from the Clerk of the Court for Hamilton County, Florida to Sheriff. The Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of the Town. The Sheriff will request from the Clerk of Courts a report to provide to the Town Manager on a quarterly basis of the collections from this fund as they relate to the Town specifically.

b. Fines. Pursuant to Section 316.660, Florida Statutes, the Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the benefit of the Town. The Sheriff will request from the Clerk of Courts a report to provide to the Town Manager on a Quarterly basis of the collections from this fund as they relate to the Town specifically.

c. Seized Funds. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within the Town and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Hamilton County, Florida and notification will be made to Town Manager of said funds. Such funds may be expended upon request by the Sheriff to the Hamilton County Board of County Commissioners pursuant to section 932.705, Florida



Statutes. The Sheriff will make a good faith effort to ensure that any request for expenditure of funds seized within the limits of the Town is intended to benefit the Town or, when possible, directed to fund projects identified by the Town as priorities.

d. **Grant Funds and Miscellaneous Revenues.** The Sheriff shall cooperate with the Town and, to the extent allowable by law, act as the law enforcement agent on behalf of the Town in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The Town will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and the Town.

**9. PERFORMANCE REPORTS AND CRIME REPORTING.**

a. The Sheriff shall maintain performance reports and statistical records regarding police activity within the Town and shall provide such to the Town so that the Town may review Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic citations number and type of vehicle accidents, and number and type of Town code violations. The Sheriff will present these performance reports and statistical records to the Town Council at least once per year. Records shall also be provided in a format that is readily publishable to the Town's website.

**10. HIRING DECISIONS.** The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees, provided that the Sheriff will confer with the Town to ensure there are no specific, compelling objections to the staffing of any particular deputy or deputies to provide enhanced law enforcement services under this agreement.

**11. UNIFORMS AND VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff may place the Town insignia or seal on vehicles associated with this contract.

**12. INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold the Town harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of the Town property or the intentional or negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees. the Town agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims,





demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the Town and enforced by the Sheriff or from acts or omissions attributable to the Town that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding the liability of the Town to the extent provided by Florida law. The Sheriff agrees to name the Town as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the Town a copy of same. By agreeing to the provisions of this paragraph the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and Town intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, the Town shall have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

**13. REVENUE SOURCES.** The parties agree that this Agreement does not constitute a general indebtedness of the Town within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Hamilton County will ever have the right to require or compel the exercise of ad valorem taxing power of the Town or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the Town, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the Town.

**14. NOTICES.** All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

TOWN OF WHITE SPRINGS:  
Vanessa George, Town Manager  
[manager@whitespringsfl.us](mailto:manager@whitespringsfl.us)  
White Springs, Florida  
Phone: 386-397-2310  
Fax: 386-397-1542



HAMILTON COUNTY SHERIFF'S OFFICE:

15. **TERM.** This Agreement shall take effect on May 1, 2021, at 12:01 a.m. and continue in effect thereafter through September 30, 2022. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

16. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

17. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

18. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

19. **RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

**IN WITNESS WHEREOF** the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

HAMILTON COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
, Mayor

\_\_\_\_\_  
J. Harrell Reid, Sheriff

Attest:

Approved as to Form:

\_\_\_\_\_  
Audre' Ruise, Town Clerk

\_\_\_\_\_  
, General Counsel

Approved as to Form:

\_\_\_\_\_  
Joel Foreman, Town Attorney





# November, 2020 thru January, 2021 Municipality Animal Control

## call activity

	2020 Nov	2020 Dec	2021 Jan	3 month total	Average monthly	3 month billings @ \$100/call	3 month billings @ \$25/animal	3 month total billings
Jasper	8	5	12	25	8.3	\$2,500		\$2,725
# of animals	5	3	1	9	3.0		225	
Jennings	0	1	4	5	1.7	\$500		\$725
# of animals	0	1	2	3	1.0		225	
White Springs	1	3	5	9	3.0	\$900		\$1,025
# of animals	0	2	3	5	1.7		125	
TTL Calls	14	15	27	56	18.7	\$3,900	\$575	\$4,475



**INTERLOCAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

This agreement is made and entered into this (date), by and between the City of White Springs, Florida (hereafter "City") and Hamilton County, a political subdivision of the State of Florida, identified in Section 7.24, Florida Statutes, by its Board of County Commissioners (hereafter "County"); and

**WHEREAS**, the City pursuant to Section 163.01, Florida Statutes, has the authority to enter into agreements for sharing of certain governmental powers and obligations; and

**WHEREAS**, the City wants to contract with the County to provide animal control services; and

**WHEREAS**, the County agrees to provide animal control services to the City in accordance with the terms of this agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and of mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound, hereby agree to the interlocal Agreement as follows:

**COMPENSATION AND METHOD OF PAYMENT:**

This Interlocal Agreement is from (date) through (date) and will be automatically renewed annually unless terminated or modified by the parties.

City agrees to pay \$100.00 per call for service and \$25.00 per animal taken into custody.

City agrees to waive any claim for fees for animal control services incurred by County prior to this agreement.

Quarterly invoicing for the costs of services rendered shall be due on or before:

1st Quarter	(date)
2nd Quarter	(date)
3rd Quarter	(date)
4th Quarter	(date)

Late payments shall be subjected to a one percent (1 %) administrative fee.

## **TERM OF AGREEMENT:**

Either party may provide sixty (60) days written notice to terminate this Interlocal Agreement.

This Interlocal Agreement shall become effective on the date written above and any subsequent Amendments thereto shall be filed with the City Clerk and County Clerk.

## **OBLIGATIONS OF PARTIES:**

Management, policy, and fiscal measures will be established and maintained by the County to implement animal control field and shelter services to enforce animal control laws, rules, and regulations as they relate to domestic dogs, cats, and ferrets.

Agricultural, exotics, and wildlife are specifically excluded from the jurisdiction of County's animal services and such inquiries shall be referred to the property authority.

Trained personnel will be utilized to provide animal control services in accordance with the state statutes and applicable ordinances.

The County shall maintain books, records, and documents directly pertinent to the performance under this Agreement in accordance with generally accepted accounting principles. The City shall be provided with such records and documents with billing information on a quarterly basis.

The City has adopted an animal control ordinance and will provide such and any future amendments to the ordinance to the County within ten (10) days of executing this Agreement and the passing of amendments.

The following calls for service will be considered priorities when determining mode and manner of response to multiple calls for assistance by the County's Animal Control Officer. Individual items are in no specific order and prioritization shall be based on individual cases:

- a. Rescue of injured domestic cats, dogs, and ferrets.
- b. Rescue of domestic cats, dogs, and ferrets that are inhumanely trapped or unnaturally restrained.
- c. Rescue or take custody of domestic cats, dogs, and ferrets involved in motor vehicle accidents or which impede traffic.
- d. Provide assistance to citizens where a bite or attack has occurred by a domestic cat, dog, or ferret and the animal remains at scene and a threat to citizens or their property.
- e. Provide assistance where any dangerous dog has escaped and is posing an immediate threat to citizens or property.
- f. Provide assistance to law enforcement for emergencies including the pickup of an

injured domestic cat, dog, or ferret at the scene related to a law enforcement incident.

g. Patrol areas where a threatening or menacing animal has been reported.

The disposition of unclaimed and surrendered animals will be in accordance with state statute and applicable ordinances.

Statistical and financial reports will be invoiced and mailed quarterly. The reports will include the number of citations written, impoundments, notices given, warnings written, warnings mailed and written by the animal control officer, cancelled calls, cancelled dispatch calls, total number of calls received and dispatched, intake of and owned animals and disposition of such animals.

The City will follow State Statute and/or Health Department rules or regulations relating to the Rabies Administration Program including ten-day quarantine for rabies observation and/or testing of animals that have bitten and/or scratched a human.

The following services will be provided for all animals brought into the facility:

- a. Proper identification and recording of animals using established policies and procedures.
- b. Health evaluation for animals with injury, illness, temperament or other additional conditions.
- c. Emergency medical care as required.
- d. Authorized preventative care.
- e. Check for parasite and groom or clean, if needed.
- f. Provide preventative treatment for intestinal parasites; heartworm, feline leukemia and aids tests; and vaccinations.
- g. Appropriate housing of animals.
- h. Complete inventory of animals in the shelter.
1. All animals brought into the facility will be fed and watered on a seven-day basis. A diet appropriate to their breed, species, and physical condition will be administered.

- J. Proper cleaning on a daily basis of all areas where animals are housed and treated.
- k. An education program will be maintained as part of the administrative function of Animal Services.



**IN WITNESS WHEREOF**, the parties hereto have caused this presence to be executed by their duly authorized officers and their official seals thereto affixed, on the day and year written below.

**EXECUTED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, FLORIDA**, during a regular meeting of said Board at Jasper, in Hamilton County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BOARD OF COUNTY COMMISSIONERS  
HAMILTON COUNTY, FLORIDA**

Attest:

\_\_\_\_\_ By \_\_\_\_\_  
Ex-Officio Clerk Chairman

\_\_\_\_\_ Member \_\_\_\_\_  
Member Member

\_\_\_\_\_ Member \_\_\_\_\_  
Member Member

Adopted by the City during a regular meeting, on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

**CITY OF WHITE SPRINGS, FLORIDA**

Attest:

\_\_\_\_\_ By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ Chairperson, City Council



# PAYMENT SCHEDULE

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## Option A: Standard Payment Schedule

### Year 1

Sign contract	50% of one-time costs (\$2,300)
Implement design and features	50% of one-time costs (\$2,300)
Conduct training (site moved to production / annual support begins)	annual hosting and support (\$1,800)

## Option B: 4-year Interest-free Payment Schedule

- Year 1	o at time of contract signature	
	▪ Project payment 1 of 4	\$1,150
	▪ Annual website hosting/support	\$1,800
	▪ <b>Total year 1</b>	<b>\$2,950</b>
- Year 2	o one year from contract signature	
	▪ Project payment 2 of 4	\$1,150
	▪ Annual website hosting/support	\$1,800
	▪ <b>Total year 2</b>	<b>\$2,950</b>
- Year 3	o two years from contract signature	
	▪ Project payment 3 of 4	\$1,150
	▪ Annual website hosting/support	\$1,800
	▪ <b>Total year 3</b>	<b>\$2,950</b>
- Year 4	o three years from contract signature	
	▪ Project payment 4 of 4	\$1,150
	▪ Annual website hosting/support	\$1,800
	▪ <b>Total year 4</b>	<b>\$2,950</b>

### Notes

- Four-year commitment required.
- Guaranteed pricing. Hosting and Support fees will not increase for first four years.
- Payment schedule will be adjusted accordingly based on selected optional features.
- Annual hosting and support fees starting year five will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.



## PROJECT COSTS

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### Design, Development, and Implementation Phase

**\$4,600**

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 100 pages and 5 years meeting minutes
- Training: web teleconference, video, user guides

### Annual Hosting, Maintenance, and Customer Support

**\$1,800 / year**

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

### Total Year 1 Costs

**\$6,400**

### Select Additional Website Options

<input type="checkbox"/> Custom website design	\$3,500 one-time
<input type="checkbox"/> Email Subscriptions / Notifications	\$600 per year
<input type="checkbox"/> Projects Directory	\$200 per year
<input type="checkbox"/> Parks and Trails Directory	\$200 per year
<input type="checkbox"/> Property Listings (Commercial/Industrial)	\$200 per year
<input type="checkbox"/> Facility Reservations	\$1500 setup + \$900 per year
<input type="checkbox"/> Citizen 311	\$1500 setup + \$800 per year
<input type="checkbox"/> Business Directory	\$750 setup + \$600 per year
<input type="checkbox"/> Microsite color/logo customization	\$500 one-time (per microsite)
<input type="checkbox"/> Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
<input type="checkbox"/> Site graphic redesign every 4th year	\$600 per year (per design)
<input type="checkbox"/> Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
<input type="checkbox"/> Custom Feature Development	\$150 per hour or fixed bid quote
<input type="checkbox"/> Meeting and Agenda Management (Municode Meetings)	\$2,400 per year
<input type="checkbox"/> Board Management	\$1,000 per year





## LEASE AGREEMENT

*Columbia County, Florida and Halpatter Brewing, LLC*

THIS LEASE AGREEMENT is made this \_\_\_ day of ~~May~~August, 2016, by and between **COLUMBIA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is PO BOX 1529, Lake City, Florida 32056 (the "Landlord") and **HALPATTER BREWING, LLC**, a Florida Limited Liability Company, with its principal address at 434 NW Lake Valley Terrace, Lake City, Florida 32055 (the "Tenant").

### WITNESSETH:

**WHEREAS**, the Landlord is owner of certain improved property being and situated in the City of Lake City, Columbia County, Florida, more particularly described as Columbia County Parcel No. 00-00-00-12654-000, AKA 264 NE Hernando Avenue, Lake City, Florida 32055 (the "Premises");

**WHEREAS**, the Landlord, through the Board of County Commissioners, is authorized by Florida Statutes section 125.045 to sell or lease real property for economic development purposes;

**WHEREAS**, the Premises consist of a building and adjacent parking areas which have not been used by the Landlord for any purpose other than storage for a period of many years; the Landlord has been advised that the cost of remediating the building for any greater purpose will be disproportionate to any benefit to the County; and there are no plans to repurpose, improve, or otherwise make use of the building for the foreseeable future;

**WHEREAS**, the Tenant wishes to locate a "craft brewery" in Downtown Lake City, where the Tenant will manufacture and distribute craft beers throughout the region, host visitors to the craft brewery, host events and gatherings, and otherwise serve as a destination attraction in Downtown Lake City;

**WHEREAS**, the Tenant is willing and able to remediate the condition of the Premises to make them suitable for Tenant's purposes which, should the Premises be returned to the Landlord at a later date, would offer the Landlord a building more readily and cost-effectively made suitable for County purposes;

**WHEREAS**, the Landlord, through its Board of County Commissioners, has determined that entering into this Lease and providing for the Tenant to remediate the condition of the Premises while locating a craft brewery in Downtown Lake City all constitute economic development activities within the meaning of Florida Statutes section 125.045;

**WHEREAS**, the Tenant undertakes the obligations herein set forth with the full understanding that any permanent improvements made or fixtures affixed to the Premises shall become the property of the Landlord if the Premises are later returned to the Landlord pursuant to this Lease without consideration or reimbursement paid to the Tenant; and

**WHEREAS**, leasing the Premises on the terms and conditions set forth herein serves the

best interests of Columbia County, Florida.

**NOW, THEREFORE**, in consideration of the foregoing, the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. RECITALS INCORPORATED.**

The recitals set forth above are true and correct and are incorporated herein by reference.

**II. PREMISES LEASED.**

The Landlord, in consideration of the rents; other sums payable by the Tenant to the Landlord; and the terms, covenants, conditions and agreements to be kept and performed by Tenant as hereinafter set forth, by these presents leases, demises, and lets to the Tenant, and the Tenant rents and leases from the Landlord the Premises including the space, facilities, grounds, and improvements located at 264 Northeast Hernando Avenue, Lake City, Columbia County, Florida. The property is legally described as the Eastern ½ of Block 10 of the Central Division of the City of Lake City. TO HAVE AND TO HOLD the Premises and all the rights, privileges, and appurtenances thereunto appertaining unto the Tenant for and during the term of this Lease, unless sooner ended or terminated in accordance with any of the provisions of this Lease, subject always to the terms and conditions hereinafter set forth.

**III. USE**

a. **Tenant's Use.** The Tenant shall not use the Premises for any illegal purpose, or for any business hazardous on account of fire or otherwise, and at the expiration of the Term, or any extension or renewal thereof, will quit and surrender said premises in good order. Tenant intends to use the Leased premises solely for a production micro-brewery with associated tasting room(s), event space(s), and outdoor seating and activity area(s), but may use the Premises for any legal and non-hazardous purpose as of the execution date of this Lease.

b. **Conditions of Tenancy.**

i. The Tenant shall make timely application for any and all licenses, permits, or other approvals for the lawful operation of the Tenant's business in the Premises, using all commercially reasonable methods and reasonable due diligence. In the event such approvals are denied due to the Landlord's negligence, Landlord shall remedy the matter within ten (10) days. In no event shall Landlord be obligated to enact policy or expend public funds to facilitate Tenant's ability to obtain any license, permit, or other approval relating to the Tenant's lawful operation on the Premises.

ii. The Tenant shall have the right to terminate this Lease if the Tenant is for any reason unable to obtain all permits, variances, or governmental approvals necessary for the lawful construction and operation of its business

within 270 days of the final execution hereof. If Tenant is unable to open for business due to any restrictions or zoning preventing the Tenant's proposed use, then the Tenant shall have the option to terminate this Lease. The Tenant hereby agrees to use best efforts to apply within 60 days of full execution hereof for any permit, rezoning, licensures, or other requisite governmental approvals relating to the Tenant's specific proposed land use such that the Tenant may open for business in the Premises. The Tenant shall promptly notify the Landlord of any denial of any permit or land use change that Tenant requires to operate in the Premises. In the event Tenant fails to deliver notice of termination for a failure of the contingencies in this paragraph within 270 days of full execution hereof, this contingency shall be deemed waived and of no further force or effect.

- c. **Plan Approval.** The Tenant acknowledges and agrees that the Tenant's plans for renovation or buildout of the Premises shall be subject to prior written approval of the Landlord. The Tenant shall submit plans to the Landlord within 90 days of full execution hereof. Landlord shall either approve such proposed plans within 15 days of submission to the Columbia County Engineer or deny approval with comment indicating necessary changes to obtain approval. The Tenant shall revise the plans and resubmit the plans in accordance with any comments within 15 days of receipt of comments. This process shall continue until Tenant's plans are approved by Landlord. In the event Landlord fails to make timely response or unreasonably denies requests for plan approval, the Tenant may terminate this Lease or seek enforcement of this provision in contract.

#### **IV. TERM AND DELIVERY.**

- a. **Initial Term.** The term of this Lease shall be for five (5) years, including the portion of the month in which the commencement date occurs if the commencement date is not on the first day of the month, beginning on the "Commencement Date" which shall be the first calendar day following the Delivery Date as set forth below, and ending on the last day of the fifth year (the "termination date") unless sooner terminated as hereinafter provided, on the terms and conditions contained in this lease. This Lease may be renewed or extended as otherwise provided herein.
- b. **Delayed Possession.** Landlord shall complete Landlord's Work, which is defined as the removal and relocation of any records, personalty, or other items of value currently stored on the Premises, and shall deliver the Premises to Tenant no later than thirty (30) days after execution of this Lease by both parties (the "Delivery Date"). ~~The parties agree that the Delivery Date is anticipated to be not later than June 30, 2016.~~ If Landlord fails to deliver possession of the Premises as required by the terms of this Lease, ready for Tenant's occupancy by the Delivery Date, then the Tenant may at any time thereafter but prior to delivery of the Premises declare this Lease null and void, or may, at its option, and from time to time, agree to extend the Delivery Date to a later date as Tenant's sole remedy for such failure to timely deliver.

**V. IMPROVEMENTS TO BE CONSTRUCTED AT TENANT'S EXPENSE**

- a. Except for Landlord's Work, Tenant shall accept the Leased Premises in as is condition and the Landlord shall have no obligation to perform any work, supply any materials, incur any expenses or make any installations in order to prepare the Leased Premises for the Tenant's occupancy.

**VI. RENEWAL**

- a. Provided Tenant is not in material default of any provision of this Lease, this Lease shall be renewed for up to four (4) additional terms of five (5) years each, for a maximum combined term of twenty-five (25) years. The Tenant shall serve notice of the Tenant's desire to renew this Lease to the Landlord in writing not less than 120 days prior to the expiration of any term. Holding over in possession of the Premises by the Tenant at the end of the term is not an act of renewal or extension in the absence of a written notice.
- b. If no notice of renewal is given, then the Landlord may re-enter the Premises at reasonable times and with reasonable notice to the Tenant during the last 120 days of the term of the Lease to show the property to prospective Tenants. Landlord shall coordinate in good faith with the Tenant to ensure showings do not unreasonably interfere with the Tenant's ongoing business operations.
- c. All the terms and conditions of the Lease shall remain in force and effect except that the annual rent formula shall be applied to re-compute rents during each successive year of any renewal term of the Lease.

**VII. TENANT'S RIGHT TO PURCHASE**

- a. Right to Purchase at Pre-renovation Price. Provided Tenant is not in material default of any provision of this Lease, the Tenant shall have the right to purchase the Premises for a purchase price equivalent to the then-current prevailing market value for similar properties, but taking into consideration the condition of the Premises on the Delivery Date and establishing Fair Market Value as if the Premises remained in the Delivery Date condition.
- b. Notice. Upon the Tenant giving notice to the Landlord of the Tenant's readiness, willingness, and ability to purchase the Premises, each of the parties shall enter into an appropriate Purchase and Sale Agreement setting terms and conditions of sale customary to the transfer of commercial properties by public entities pursuant to Chapter 125.045, Florida Statutes, County policies, and other applicable laws.
- c. Closing Date. Closing on any purchase by the Tenant must occur on or before the last day of the initial or renewal term of this Lease. If this Lease is for any reason terminated or not renewed, the Tenant shall have no right to purchase according to

the terms of this part.

- d. **Exclusivity of Rights.** The right to purchase provided by this Lease is exclusive to the herein named Tenant, is non-assignable, and exists solely for the benefit of the Tenant and to induce Tenant to make contemplated repairs, alterations, and remediation to the Premises.
- e. **Notice of Proposed Purchase or Sale.** In the event the Landlord receives a bona fide third-party offer for the purchase of the Premises, the Landlord may not accept said offer for a period of thirty (30) days after written notice of the third-party offer is provided to the Tenant. The Landlord shall notify any prospective third-party buyer of the Tenant's rights hereunder, and any sale shall be subject to this Lease.
- f. **Closing and Settlement.** Tenant agrees that closing costs, including any points, fees, and other charges required by any third-party lender, shall be the sole responsibility of the Tenant. The only closing costs to the Landlord shall be the pro-rated share of the ad valorem taxes due at the time of closing.
- g. **Financing Disclaimer.** The parties acknowledge that it is not possible to predict the availability of financing for purchase of the premises. Financing shall not be a condition or prerequisite to any exercise of the tenant's right to purchase hereunder.
- h. **Remedies upon Default.** If Tenant defaults under this Lease Agreement, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall terminate any right the Tenant may claim to Purchase the Premises by giving written notice of termination. If terminated, the Tenant shall lose entitlement to any refund of rent or other consideration for betterment, unjust enrichment, or any other legal or equitable remedy.
- i. **Recording of Agreement.** This Lease Agreement shall not be recorded on the Public Records without the express and written consent of both parties. A Memorandum of Lease may be recorded by either party to providing only notice of the existence of this Lease and the names of the parties hereto.

#### **VIII. RENT AND CONSIDERATION.**

- a. **Base Rent.** Tenant will pay to the Landlord, without demand or set off, as rent for the Premises (hereinafter referred to as "Base Rent") the following sum together with all sales tax due thereon:
  - i. The Base Rent for the first five-year term of this Lease shall be \$1.00 per year and shall be paid in a single annual installment, the first such annual installment becoming due and payable upon the Term Commencement Date as defined above.
  - ii. The Base Rent for each Renewal Term shall be determined prior to the termination of each preceding Lease Term and will be equivalent to the

then-prevailing market lease annual rate for properties similar to the Premises in its pre-renovation condition. Said amount shall be paid in twelve (12) equal monthly installments, in advance, on the first day of each and every month during the period set forth in this Lease.

- iii. Tenant shall remit to Landlord with each monthly payment all sales taxes due thereon and Landlord will provide Tenant proof that said Sales Tax due has been paid upon written request by Tenant.
- b. Place of Payment. Until further notice in writing from the Landlord, the Tenant shall make all payments provided for herein in lawful money of the United States of America on or before the due date thereof to the Landlord and delivered to the Landlord's notice address until and unless otherwise directed by the Landlord.
- c. Interest and Returned Payment Charges. All past due payments not received within fifteen (15) days after the date on which they are due shall bear interest at the maximum non-usurious rate per annum permitted by applicable law. Such payments are due and payable thereunder; provided, however, that credit against such amount computed at the maximum non-usurious rate per annum permitted by applicable law shall be given for any late charges paid by Tenant. Tenant shall also pay a twenty-five-dollar charge (\$25) for any payment returned, for any reason.
- d. Late Charges. In the event that any installment of Base Rent or other funds due hereunder are not received within fifteen (15) days after the date on which such amount is due, Tenant shall pay an administrative late charge equal to five (5%) percent of such amount due for each such late payment and a late charge of fifty dollars (\$50) for each week the rent is past due, for any reason.
  - i. Tenant is hereby permitted to be late one time during each year of this Lease without an imposition of a penalty, late fees, or interest provided that upon notice by Landlord of payment being late that Tenant immediately within three days eliminates the late payment via overnight delivery of payment.
- e. **Additional Consideration in Lieu of Rent. The parties agree and understand that the Tenant shall complete, subject to the terms of this Lease, not less than THREE HUNDRED THOUSAND ad 00/100 DOLLARS (\$300,000.00) worth of improvements to the leased premises within one year of the effective date of this Lease. The Tenant's -proposed improvements and remediation of the poor condition of the Premises is a material consideration by the Tenant to the Landlord, provided in lieu of rents as part of the Landlord's economic development activities as authorized by Florida Law. Should Tenant fail to make ~~promised improvements~~ a expenditure for improvements to the premises in the amount set forth herein, said failure shall be tantamount to non-payment of rent, entitling the Landlord to termination of this lease and all other remedies at law or in equity. The Landlord shall have the right to audit the expenditures of the Tenant in performance of this part, subject to providing reasonable notice to the Tenant of the Landlord's intent to complete**

that audit.

e.f. Taxes and Assessments. To the extent Tenant's occupancy or use of the Premises at any time during the term of this Lease shall result in imposition of any tax or assessment to the Landlord, Tenant agrees to reimburse the Landlord for such taxes or assessments paid by the Landlord or Tenant may directly pay all such assessments on behalf of the Landlord to the extent permitted by law.

**IX. REQUIRED CONSTRUCTION AND IMPROVEMENTS TO PREMISES.**

- a. The Tenant shall complete remediation of the Premises, including specifically remediation of asbestos within the Premises, ~~in accordance with Schedule "A" attached hereto.~~ The parties understand, acknowledge and agree that the scope of repair, renovation and remediation necessary is not presently known ~~and that Schedule "A" may be amended from time to time to account for emergent conditions revealed in the renovation and remediation processes.~~
- b. "Leasehold Improvements" shall mean and describe all construction and improvements made to the Premises which are in addition to or beyond the Landlord's Work previously described. Tenant covenants and agrees to construct all Leasehold Improvements in accordance with this Lease. Landlord shall have the right to approve the final plans and specifications as provided in III.c., *supra*.
- c. Tenant shall construct or cause to be constructed all Leasehold Improvements in a good and workmanlike manner, in compliance with all governmental regulations including, without limitation, Title III of the Americans with Disabilities Act of 1990 and regulations thereunder, as the same may be amended from time to time, and according to the approved plans and specifications.
- d. The Tenant shall promptly pay and discharge all bills for labor and material furnished to the Premises during the term of this Lease.
- e. Landlord retains the right to make reasonable inspection or cause the Premises to be inspected, and to supervise all work on the Premises provided, however, that the Landlord's inspection or supervision shall not interfere with the Tenant's work.

**X. SIGNS AND SIGNAGE**

- a. Tenant shall be allowed to erect and display building signage at Tenant's sole cost and expense, subject to applicable codes and regulations and the terms of this Lease.
- b. The Tenant shall not construct, erect, place, put, paint, maintain or control on the Premises any sign or signs without first obtaining the written consent and approval of Landlord. ~~Upon obtaining such consent and approval from Landlord, whose approval shall not be unreasonably withheld.~~
- c. All signs or signage shall continually comply with all rules, regulations, laws,



statutes and ordinances as applicable.

- d. Signs must be erected and maintained so as to not cause damage to the Premises ~~are located~~. Upon termination of the Lease, Tenant shall pay all expenses associated with the removal of its signs from the Premises.
- e. The Premises are considered by the Landlord to be historically significant and are commonly known in the community as "The Montgomery Building". As such, the Premises shall be identified where appropriate as "The Montgomery Building" or "Montgomery Building" and the Tenant shall not attempt to assign any other alias or common name to the Premises.

## XI. MAINTENANCE

### a. Landlord's Maintenance.

- i. The Landlord shall, at its sole cost and expense, make only structural repairs to the foundation, the exterior of exterior weight-bearing walls (excluding all doors, windows, and glass), and the roof of the building.
- ii. The Landlord shall not be required to make any repairs which are occasioned by the acts or omissions of Tenant or Tenant's agents, invitees, licensees, or employees.
- iii. The Landlord shall not be obligated to commence making any repairs until ten (10) days after receipt of written notice of the need thereof from the Tenant.
- iv. Landlord shall immediately, providing that no permit is required, commence making repairs upon confirming that same are necessary under this Lease.

### b. Tenant's Maintenance.

- i. Tenant, at its sole cost and expense, shall keep clean and maintain in good order, condition and repair the Premises and every part thereof, including without limitation, the exterior portions of all doors, windows, site plane glass surrounding the Leased Premises, fixtures and interior walls, floors, systems, interior building appliances, air conditioning and heating plants.
- ii. Tenant hereby agrees to repaint, refurbish, and remodel the Leased Premises and any part or portion thereof from time to time to assure that the same are kept in a tenantable and attractive condition throughout the term of this Lease and shall be kept clean, sanitary and in safe condition in accordance with the laws of the governmental authorities having jurisdiction and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other proper officers of governmental agencies having jurisdiction thereof.

- iii. With respect to structural changes which may be required, such structural changes shall be made by Tenant at Tenant's expense and subject to the Landlord's approval as required by this Lease.
  - iv. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice is delivered to Tenant by Landlord, Landlord upon demand may at its option make such repairs, and Tenant shall pay to Landlord upon demand, as additional rental hereunder, the cost of such repairs plus interest at the maximum non-usurious rate per annum permitted by applicable law from the date of payment by Landlord until paid by Tenant, provided that Tenant is first given the option of paying for such repairs and that the cost of such repairs are reasonable and customary.
  - v. At the expiration of this Lease, Tenant shall surrender the Leased Premises in good condition, reasonable wear and tear expected.
- c. Landlord shall not be liable for any injury or damage (including consequential damages), which may be sustained by the person, goods, wares, merchandises or property of Tenant, its employees, invitees, licensees or customers or any person in or about the Leased Premises, caused by or resulting from fire, steam, electricity, gas, water, rain, which may leak or flow from or into any part of the Leased Premises, or from the breakage, leakage, obstruction or other defects in the pipes, wires, appliances, plumbing, air-conditioning, or lighting fixtures of the same, whether the said damage or injury results from the conditions arising upon the Leased Premises or upon other portions of the building of which the Leased Premises are a part, or from other sources.

## **XII. UTILITIES**

- a. Tenant shall pay for all telephone, cable, and electric service supplied to the Premises.
- b. Tenant shall pay for all water and sewer services supplied to the Premises for the benefit of Tenant.
- c. Landlord shall not be liable for damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease.

## **XIII. INSURANCE**

### **a. LANDLORD'S INSURANCE**

- i. During the term of the Lease, Landlord shall secure and maintain policies of insurance that are consistent with industry standards for similar properties insuring the building (but not the contents thereof) against loss or damage by fire or other casualty under a standard extended coverage endorsement. Tenant shall not be named as an insured party in such policies and Tenant shall have no right to any part of the proceeds thereof.

- ii. Landlord shall not be liable to Tenant for any injury to person or damage to property caused by the Premises becoming out of repair or by gas, water, steam, electricity or oil leaking or escaping into the Premises whether or not caused by Landlord's negligence, (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time and after written notice to Landlord of need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other persons, except willful acts or omission of only the authorized employees and agents of Landlord.
- iii. Any provision of this Lease to the contrary notwithstanding, no personal liability of any kind or character whatsoever now attaches or at any time hereafter under any conditions shall attach to Landlord or any officers, employees, agents or other representatives of Landlord for payment of any amounts due under this Lease or for the performance of any obligations under this Lease. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to seek enforcement of this Lease by its terms to retain possession or vacate the premises. In no event shall a judgment for any deficiency or monetary claim be sought by the Tenant against the Landlord, nor shall any judgment that might be obtained be enforced against the Landlord or any of its officers, employees, agents, or other representatives.
- iv. Nothing herein shall be construed as a waiver by the Landlord of any available defense of sovereign immunity available to Landlord in any claim or proceeding emanating from or relating to this Lease.

**b. TENANT'S INSURANCE**

- i. During the term of this Lease, Tenant, at its sole cost and expense, shall obtain and maintain with insurance companies, approved by Landlord, policies of insurance with Tenant, Landlord and Landlord's designees named as co-insured, as follows:

1. Commercial General Liability

- a. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- i. \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- ii. \$1,000,000 each occurrence and \$2,000,000 general aggregate for Products and Completed Operations
- iii. \$100,000 Fire Legal Liability

+2. Comprehensive general public liability insurance protection against

any and all claims for damages to persons or property or for loss of life or of property occurring in, on, or about the Leased Premises and improvements thereon, including that resulting from the use by Tenant or Tenant's employees of any vehicle owned, nonowned or hired, both on and off the Leased Premises, such insurance to afford immediate protection with combined single limit coverage of not less than \$1,000,000.00 with respect to injury or death to any number of persons arising out of any occurrence and with respect to any occurrence of property damage with a commercially reasonable deductible.

2.3. Workman's compensation, employer's liability, and similar insurance to the extent required by law at any time during the term of this Lease;

3.4. Tenant shall insure all of Tenant's leasehold improvements, trade fixtures and all personal property from time to time in, on, upon the Lease Premises, and all alterations, additions or changes made by Tenant pursuant to the terms of this Lease, in an amount equal to the greater of:

- a. one hundred (100%) percent of the full replacement cost thereof from time to time during the term of this Lease, or
- b. One Hundred Thousand (\$100,000.00) Dollars, providing protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against sprinkler damage.

5. Such other insurance against other insurable hazard as Landlord may from time to time reasonably require.

4.6. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the Landlord, which shall not be unreasonably withheld

ii.—The Tenant shall provide the Landlord with a Certificate of Insurance evidencing Landlord will receive a thirty (30) day notice of cancellation, non-renewal or material change in coverage. ten (10) days' notice if cancellation is for nonpayment of premium. Landlord shall be listed as an additional insured on the certificate as respects the Tenant's commercial general liability. Tenant shall furnish to Landlord policies of insurance showing the insurance referred to in this section to be in full force and effect. Such policies shall include a provision for thirty (30) days advance written notice to Landlord and Landlord's designees of any pending change to or

~~cancellation of or other termination of any such insurance.~~

#### **XIV. INDEMNITY**

- a. The Tenant shall indemnify and hold harmless Landlord, Landlord's officers, employees, agents and other representatives from all losses, costs, damages or expenses resulting or arising from any and all injuries or death of any person or damage to any property caused by an act, omission, or neglect of Tenant, Tenant's agents, invitees, licensees, customers or parties contracting with Tenant under a contract relating to the Leased Premises. Landlord, Landlord's officers, employees, agents, and other representatives shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property during the term of this Lease from any cause whatsoever by reason of the use, occupation, and enjoyment of the Leased Premises by Tenant. Tenant shall, at Landlord's election, "defend" Landlord and the other indemnified parties against all claims covered by Tenant's indemnity.
- b. Landlord shall indemnify and hold harmless Tenant, Tenant's partners, shareholders, directors, officers, employees, agents and other representatives from all losses, costs, damages or expenses resulting or arising from any and all injuries or death of any person or damage to any property caused by an intentional act or gross negligence of Landlord or Landlord's agents. Landlord shall, at Tenant's election, "defend" Tenant and the other indemnified parties against all claims covered by Landlord's indemnity.

#### **XV. HAZARDOUS MATERIALS**

- a. During the term of this Lease, Tenant shall comply with all Environmental Laws and Environmental Permits applicable to the operation or use of the Premises, shall cause all other persons occupying or using the Premises to comply with all such Environmental Laws and Environmental Permits, shall immediately pay all costs and expenses incurred by reason of such compliance or non-compliance, and shall obtain and renew all Environmental Permits required for operation or use of the Premises.
- b. Tenant will immediately advise Landlord in writing of any of the following:
  - i. Any pending or threatened Environmental Claim against Tenant relating to the Premises;
  - ii. Any condition or occurrence on the Premises that results in noncompliance by Tenant with any applicable Environmental Law or could reasonably be anticipated to form the basis of an Environmental Claim against Tenant, Landlord, or the Premises; and
  - iii. The actual or anticipated taking of any removal or remedial action in response to the actual or alleged presence of any Hazardous Material on the Premises. All such notices shall describe in reasonable detail the nature of

the claim investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide Landlord with copies of all communications regarding the Premises with any government or governmental agency relating to Environmental Laws, all such communications with any person relating to Environmental Claims, and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord. At any time and from time to time during the term of this Lease, and at Landlord's sole expense, Landlord or its agents may perform an environmental inspection of the Leased Premises, and Tenant hereby grants to Landlord and its agents access to the Leased Premises to undertake such an inspection, after a written fifteen (15) day notice of the intent to perform an environmental inspection is given to Tenant.

- c. The parties acknowledge, understand and agree that asbestos has been found on the premises and that remediation of the hazard posed by the presence of that asbestos shall be the responsibility of the Tenant. The substantial costs associated with cleanup of the asbestos within the Premises shall be borne exclusively by Tenant as part of the Tenant's separate consideration to the Landlord for this Lease. In no event shall Tenant undertake any cleanup of asbestos without ensuring that all such activities are conducted in compliance with applicable regulations and laws, and cleanup shall be completed by a qualified contractor obtaining all necessary permits before work is undertaken.
- d. Tenant agrees to indemnify, defend and hold harmless Landlord, and the officers, employees, agents and other representatives of Landlord, from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties (including civil fines), damages (including consequential damages), costs and expenses (including attorneys' and consultants' fees and disbursements), demands and causes of actions of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against Landlord or the other indemnified parties directly or indirectly based on, or arising or resulting from:
  - i. The actual or alleged presence of Hazardous Materials on the Leased Premises or the Land which is caused or permitted by Tenant, and
  - ii. Any Environmental Claim relating in any way to Tenant's operation or use of the Leased Premises or the Land. Upon notice from Landlord, Tenant shall defend any such claim, suit, demand or cause of action, at Tenant's sole expense. Tenant shall have the right to conduct an environmental survey, performed by an accredited environmental agency, at Tenant's cost on the property at any time after the termination of the Lease and such survey providing indication of no environmental contamination shall release Tenant from any future demands by Landlord under this Lease related to the cost to defend or cost to clean up property.

## XVI. TENANT'S DEFAULT

a. Tenant's Default. Any of the following events shall be deemed to be an event of default ("Event of Default") by Tenant under this Lease:

- i. Tenant fails to pay any installment of Base Rent, or any other charge or assessment against Tenant pursuant to the terms hereof when due;
- ii. Tenant fails to comply with any term, provision, covenant, or agreement made under this Lease, particularly the Tenant's making of improvements to the Premises, and other than the payment of the Base Rent, or any other charge or assessment payable by Tenant, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant;
- iii. Filing of a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Tenant's assets against Tenant in any court pursuant to any statute either of the United States or any state and Tenant fails to secure a discharge thereof within sixty (60) days, or if Tenant voluntarily files a petition in bankruptcy or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors (or a like occurrence of any of the same with respect to any guarantor of this Lease);
- iv. Tenant abandons or vacates a portion of the Premises or fails to take possession thereof as provided in this Lease; or fails to conduct its business thereon for any continuous period of sixty (60) days or more (other than as a result of a casualty); or
- v. Tenant does or permits to be done anything which creates a lien upon the Premises that Tenant fails to remove or bond off within thirty (30) days of the creation of such lien.

b. In the event of Tenant's Event of Default, Landlord, besides other rights or remedies that it may have after the provision of a written notice to the Tenant and provision of a thirty (30) day period to cure (except as specified in Subsection a. above), shall have the right to:

- i. Accelerate all rent otherwise payable by Tenant over the remainder of the Lease Term, in which case all such rent shall be due and payable from the date of the notice of acceleration, or
- ii. Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, or
- iii. Terminate Tenant's right of continued possession of the Premises and from time to time, without terminating this Lease, relet the Leased Premises or any part hereof for the account and in the name of Tenant, for any such lease



term or terms, and conditions as Landlord, in its sole discretion, may deem advisable, and with the right to make alterations, additions, and repairs to the Leased Premises deemed by Landlord to be necessary in conjunction with such reletting.

- c. Should Landlord terminate Tenant's right of possession of the Leased Premises pursuant to Subsection b.iii. above, then Tenant shall pay to Landlord, within ten (10) days of Landlord's demand, all of the following:
  - i. Any unpaid rent and other charges to be paid by Tenant hereunder up to the date when Landlord shall have so terminated Tenant's right of possession, plus interest thereon at the rate of eighteen (18%) percent per annum from the due date;
  - ii. The reasonable cost of recovering possession of the Leased Premises and any reasonable legal fees and expenses directly related to the breach, the recovery of possession of the Leased Premises and the collection of unpaid rent and other charges;
  - iii. The costs incurred by Landlord in repairing and restoring the Leased Premises to the condition which same were to have been surrendered to Landlord at the expiration of the Lease Term;
  - iv. The reasonable costs of removing any of Tenant's property from the Leased Premises and, if same be stored, the cost of transporting and storing same (if Landlord shall store such property in the Leased Premises then Landlord shall be entitled to a reasonable storage fee hereunder ); and
  - v. All reasonable brokerage fees and commissions incurred by Landlord in reletting the Leased Premises, which are not to exceed 5%.
- d. Rents received by Landlord from any reletting pursuant to Subsection b.iii. above shall be applied first to the payment of any of the terms enumerated in Subsection c. above, in such order as Landlord shall deem appropriate and second to the payment of rent and other sums due and unpaid by Tenant hereunder as of the date of Landlord's receipt of said rents. The residue, if any, shall be held by Landlord and applied in payment of future rent or damages in the event of termination as the same may become due and payable hereunder.
- e. No such reletting of the Leased Premises by Landlord pursuant to Subsection b.(iii) above shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given by Landlord to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction; and notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach provided it has not then been cured. Tenant will remain liable for any deficiency in rent if Landlord elects to relet the

Leased Premises on behalf of the Tenant. Landlord will have no obligation whatsoever to relet the Leased Premises and will have no liability whatsoever for failing or refusing to relet the Leased Premises.

- f. Should Landlord at any time terminate this Lease for any breach pursuant to Subsection b.ii. above, then in addition to any other remedy Landlord may have, Landlord shall have the right to recover from Tenant all or any of the following:
  - i. Any unpaid rent and other charges to be paid by Tenant hereunder up to the date of termination, plus interest thereon at the rate of eighteen percent (18%) per annum from the due date;
  - ii. The reasonable cost of recovering possession of the Leased Premises and collecting said arrearages in rent and other charges;
  - iii. Reasonable costs, which would be incurred in repairing or restoring the Leased Premises to the condition in which the same were to have been surrendered to Landlord at the expiration of the Lease Term;
  - iv. The reasonable costs of removing any of Tenant's property from the Leased Premises, and if same be stored the cost of transporting and storing same (if Landlord shall store such property in the Leased Premises then Landlord shall be entitled to a reasonable storage fee hereunder);
  - v. All brokerage fees and commission incurred by Landlord in reletting the Leased Premises, not to exceed 5%.
- g. Landlord shall have the right to recover, in execution of judgment(s) rendered in legal proceedings or otherwise, either jointly or from time to time severally, the applicable sums specified in clauses (i) through (v) of Subsection c. and clauses i. through v. of Subsection f., and Landlord's recovery of one or more of such sums shall not constitute a waiver of Landlord's right to recover from Tenant the remaining sums.
- h. Tenant hereby waives all statutory rights to the extent such rights may be lawfully waived.

## **XVII. LANDLORD'S DEFAULT**

- a. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be

in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

- b. Anything in this agreement to the contrary notwithstanding, the Landlord shall not be deemed in default, with respect to failure to perform any of the terms, covenants, obligations, and conditions of this Lease, if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, service or financing through act of God or other cause beyond control of Landlord. Tenant agrees that no partner, shareholder, director, officer, employee, agent or other representative of Landlord will be liable for any of Landlord's obligations under the lease. Tenant's obligation to pay rent and other amounts due under this Lease are covenants independent of the Landlord's obligations under the lease.

#### **XVIII. SUBORDINATION & ATTORNMENT**

- a. This Lease is subject and subordinate to all and any reciprocal easement agreements or any other easements affecting the Leased Premises or the Land (each, an "Easement") and all ground or underlying leases (each, a "Superior Lease") of the Land. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant shall execute, acknowledge and deliver such further instrument(s) in recordable form confirming this subordination as may be reasonably requested by Landlord, the holder of any Mortgage or the lessor under any Superior Lease. At the option of the holder of any Mortgage, this Lease shall be made superior to such Mortgage by the insertion therein of a declaration that this Lease is superior.

#### **XIX. CONDEMNATION**

- a. If all or substantially all of Premises shall be taken for any public or quasi-public use under any statute, or by the right of eminent domain or threat of the power of eminent domain, then all further obligations of Tenant and Landlord under this Lease shall cease and terminate as of the date on which Tenant is deprived of the physical possession and occupancy of the same.
- b. If a part of the Premises but less than all or substantially all of the Premises is taken by a public body vested with the power of eminent domain, as a result of such taking Tenant cannot reasonably carry on its business on the remaining portion of the Premises in substantially the same or similar manner in which it had heretofore been ordinarily conducted, then Tenant, at its option, shall have the right to either:
  - i. Terminate this Lease upon written notice to Landlord given at any time within sixty (60) days after Tenant shall be required to surrender possession of the condemned portion of said Leased Premises, or
  - ii. Continue operating under this Lease without any change in the provisions

hereof except that thereafter the Base Rent and the payment thereafter payable shall be determined by multiplying such payments otherwise payable by a fraction, the numerator of which shall be the number of square feet of net rentable space in the residual portion of the Leased Premises after such taking, and the denominator of which shall be the square feet of net rentable space of the Leased Premises originally subject hereto.

- c. The condemnation award or any payment made in lieu thereof shall be the sole property of Landlord, whether such award or payment is made for the taking of the fee or the leasehold estate; provided, however, nothing contained herein shall preclude Tenant from obtaining any such award or payment for loss or damage to Tenant's trade fixtures and removable personal property or for damages for cessation or interruption of Tenant's business.

## XX. CASUALTY

- a. If the Premises is damaged or destroyed by fire or other casualty such that less than 50% of the space is unusable or such costs to repair the Premises is less than \$500,000, Landlord shall, at its sole cost and expense, replace that portion of such improvements that Landlord hereunder is obligated to maintain as nearly as possible to the value, condition, and character thereof which existed immediately prior to such damages or destruction. If the Premises damaged cause more than 50% of the space to be unusable, or if such costs to repair the Premises is greater than \$500,000, then Landlord shall, at its sole option, elect to terminate this Lease within thirty (30) days of the occurrence of an event of destruction by giving Tenant written notice of its election to do so.
- b. Any provisions hereof to the contrary notwithstanding, should Landlord elect to make the repairs and restorations referred to therein only to the extent that the amount of the insurance proceeds received by Landlord as a result of such damage or destruction is sufficient to pay the cost and if Landlord does not elect to bear the balance of such cost, Tenant shall have the right to terminate this Lease by giving Landlord thirty (30) days written notice.
- c. If during the period between the occurrence of damage or destruction referred to in this Lease and the completion of such repairs and restorations the Tenant is totally precluded from conducting its business on the Leased Premises, the entire Base Rent shall abate. If as a result of the foregoing Tenant is only partially precluded from conduction of such business, such Base Rent shall be proportionately abated based on the average sales during such period compared to sales prior to such casualty.
- d. Tenant agrees that Landlord will not be liable to Tenant for any inconvenience or loss of business on account of repairs required to be made by Landlord under the Lease, except to the extent such failure constitutes a default.

**XXI. ASSIGNMENT AND SUBLETTING**

- a. Tenant shall not assign, or in any manner transfer this Lease or interest therein, sublet the Premises or any part thereof, without the prior written consent of Landlord, not to be unreasonably withheld.

**XXII. ATTORNEY'S FEES**

- a. In the event it shall become necessary for Landlord or Tenant to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the other to be kept or performed, the prevailing party in trial and appellate court and/or bankruptcy court shall be entitled to reimbursement for such reasonable fees and costs, legal and paralegal, as shall be charged by said prevailing party's attorney for such services.

**XXIII. SEVERANCE**

- a. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Lease shall be valid and be enforced to the fullest extent by law.

**XXIV. WAIVERS**

- a. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Base Rent, additional charges, or any or all other monetary obligations of Tenant, hereunder, whether or not denoted as rent or additional charges or otherwise by Landlord or Tenant, shall not be deemed to be a waiver of any preceding breach or default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted, regardless of Landlord's knowledge of such preceding breach.

**XXV. ENTIRE AGREEMENT**

- a. It is understood and agreed by Landlord and Tenant that no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. Tenant agrees that by entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no other. This Lease shall not be modified except by in writing executed by both parties hereto.

**XXVI. APPLICABLE LAWS**

- a. This Lease and the rights and obligations of the parties hereto shall be interpreted,

construed and enforced in accordance with the internal laws of the State of Florida in effect and from time to time amended. Any litigation concerning this Lease between the parties hereto shall be initiated in Columbia County.

**XXVII. NOTICES**

- a. Any notice required or permitted to be given hereunder by one party to the other shall be in writing, and the same shall be given and shall be deemed to have been served and given if delivered in person to the address set forth hereinafter for the party to whom notice is given, or when deposited in the United States mail, postage prepaid by registered or certified mail, return receipt requested, addressed to the party at the address hereinafter specified.
- b. The address for Landlord for all purposes of this Lease and for all notices hereunder shall be:

Columbia County  
Ben Scott, County Manager  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32056  
Phone: 386-755-4100

- c. The address for Tenant for all purposes of this Lease and for all notices hereunder shall be:

Halpatter Brewing, LLC  
c/o Christopher Candler, General Manager  
434 NW Lake Valley Terr.  
Lake City, FL 32055  
Phone: 386-984-9125

Or to any other address or addresses as any party may designate from time to time by notice given in accordance with the Section. Any such notice will be deemed delivered as provided by mailbox rule.

**XXVIII. RADON GAS**

- a. Florida Statutes requires the following notice be given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person 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 Public Health Unit." This disclosure is made pursuant to Florida Statutes Section 404.056(8) and is not intended to be a warrant by any party as to the presence or absence in the Leased Premises of radon gas.

TENANT ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE LEASE, NEITHER LANDLORD NOR ANY AGENT OR

REPRESENTATIVE OF LANDLORD HAS MADE ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS WITH RESPECT TO THE LEASED PREMISES.

NEITHER PARTY, SHALL RECORD THIS LEASE OR ANY MEMORANDUM OR NOTICE THEREOF WITHOUT OTHER PARTIES PRIOR WRITTEN CONSENT OTHER THAN THE SUBORDINATION AND NON DISTURBANCE AGREEMENT.

LANDLORD AND TENANT EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT WHICH EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, this Lease has been duly executed, under seal, as of the day and year first above written.

**COLUMBIA COUNTY, FLORIDA**

Attest: \_\_\_\_\_  
P. DeWitt Cason, Clerk of Court

By: \_\_\_\_\_  
Bucky Nash, Chairman  
Columbia County Board of  
County Commissioners

Approved as to Form:

\_\_\_\_\_  
Joel F. Foreman, County Attorney

Witnesses:

**HALPATTER BREWING COMPANY, LLC**

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

By: \_\_\_\_\_  
Christopher D. Candler  
Managing Member

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by **CHRISTOPHER D. CANDLER**, as **Managing Member of HALPATTER BREWING COMPANY, LLC**, this \_\_\_\_ day of \_\_\_\_\_, 2016, who is personally known to me or produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC