

**CLAY COUNTY DEVELOPMENT AUTHORITY
REGULAR SCHEDULED PUBLIC MEETING
ORANGE PARK, FLORIDA
October 19, 2016**

AGENDA

**CHAIR
VICE-CHAIR
TREASURER
SECRETARY**

**REV. BILL RANDALL
RUSSELL BUCK
MATT CARLTON
MARGE HUTTON**

- | | |
|---|--------------------------------------|
| 1) Welcome/Call to Order 4:00 pm | Chip Dobson, Past Chair |
| 2) Roll Call | Josh Cockrell |
| 3) Invocation | Greg Clary |
| 4) Installation of New Officers | The Honorable Kristina Mobley |
| 5) Comments from the Public | Rev. Bill Randall |
| 6) Secretary's Report
Approval of September 21, 2016 Minutes | Marge Hutton |
| 7) Treasurer's Report
September 2016 Financials | Matt Carlton |
| 8) Committee Reports
IRB, Project, & Organization Finance Committee | Rev. Bill Randall |
| 9) Chair's Report
DEVCOM Purchase | Rev. Bill Randall |
| 10) Executive Director's Report
Report on Grants
Coleman & Associates Contract Amendment
Property Management Presentation & Agreement | Josh Cockrell |
| 11) Attorney's Report | April Scott |
| 12) Economic Development Report | Bill Garrison |

13) Old Business/New Business/Board Comments
Formal Adoption of FY 2016/17 Budget
Formal Adoption of FY 2015/16 Amended Budget to Actual

Rev. Bill Randall

14) Adjournment

Rev. Bill Randall

Dates of Upcoming CCDA Meetings:

Wednesday, November 16, 2016
Wednesday, December 14, 2016
Wednesday, January 18, 2017
Wednesday, February 15, 2017
Wednesday, March 15, 2017
Wednesday, April 19, 2017
Wednesday, May 17, 2017
Wednesday, June 21, 2017
Wednesday, July 19, 2017
Wednesday, August 16, 2017
Wednesday, September 20, 2017

NOTE: Items 6 through 13, above, are subject to discussion, consideration, and action by the Board of the Clay County Development Authority.

PUBLIC COMMENTS: Pursuant to F.S. s. 286.0114 (2013) [, and Clay County Development Authority policy], speakers intending to offer public comment must complete a provided speaker's card, turn in the same to the recording secretary for the public meeting, and may address the Board when recognized by the Chair of the meeting with their public comments for a period of not more than three (3) minutes. The Chair of the meeting has the authority and discretion to make special provisions for a group or faction spokesperson. The Chair of the meeting has all requisite authority and discretion to maintain orderly conduct or proper decorum of the public meeting.

**CLAY COUNTY DEVELOPMENT AUTHORITY
REGULAR SCHEDULED PUBLIC MEETING
MINUTES**

September 21, 2016

Board Members Present: Chip Dobson, William Randall, Matt Carlton, Russell Buck, Greg Clary, Paz Patel, Cathy Chambers, Mike Davidson, Marge Hutton

Board Members Excused: Chereese Stewart

Staff: Grady Williams, April Scott, Bill Garrison, Josh Cockrell, Taylor Mejia

Guests: David Goldberg

Call to Order

Chip Dobson called the Clay County Development Authority ("CCDA") Public Meeting to order at 4:07 PM.

Invocation

William Randall provided the invocation.

Comments from the Public

None

Secretary's Report

Approval of August 17, 2016 Minutes: **Greg Clary** motioned to accept the minutes. Motion seconded and passed unanimously.

Treasurer's Report

Matt Carlton presented the August 2016 financials to the Board. **Josh Cockrell** stated that the grant refunds should be in by next month. **Russell Buck** made a motion to accept the Treasurer's Report. The motion was seconded and passed unanimously.

Committee Reports

IRB, Project, and Organization Finance Committee - **William Randall** gave a brief overview of the status of IRB opportunities, including the Alan Bock project and the Auto Finance Program. He also encouraged the Board to brainstorm on other potential IRB opportunities.

Chair's Report

DEVCOM Sale - **Chip Dobson** updated the Board on what has transpired since the last meeting. He explained that the CCDA offered the Chamber a "flipped deal" and that the Chamber countered with an offer to sell their half of the DEVCOM building for \$285K. He explained that the rest of the deal would include: the DEVCOM, LLP dissolving, a closing date of September 30th, 2016, the reserve funds being transferred to the CCDA, the

Chamber's outstanding loan amount would be deducted from the purchase price, and the Chamber would be allowed a six-month period to remain a tenant of the building or have the option to vacate with a 30-day notice.

The Board discussed the potential options for the building, including leasing, renovating, and selling. **Mike Davidson** suggested that the Board investigate whether it would be easier to sell a renovated building or a non-renovated building.

Executive Director's Report

Report on Grants – **Josh Cockrell** stated that the CCDA would be expecting roughly \$485K in reimbursements. He also stated that the pending grants would be disbursing about \$500K within the next few months.

Coleman & Associates Contract Extension – **Josh Cockrell** distributed a copy of the contract extension to the Board. The Board discussed whether the Coleman & Associates fee would remain the same moving forward even though the DEVCOM, LLP would be dissolving. The Board continued to discuss the options for closing the DEVCOM account and where the funds could be moved to. **Paz Patel** suggested that the funds be transferred to a CD secured loan. **Cathy Chambers** stated that it would be beneficial to keep the Operations and Maintenance costs for the building in a separate account. **Paz Patel** motioned to continue the contract with Coleman & Associates, including the fee increase. Motion seconded and passed unanimously.

Magers & Associates Contract Extension – **Josh Cockrell** distributed a copy of the contract extension to the Board. **Grady Williams** advised the Board to periodically put out an RFP for auditing services. **Josh Cockrell** stated that a committee would need to be formed to discuss releasing an RFP for those services. He recommended that the Board extend the contract for another year and form a committee in the Spring to determine if a new RFP should be released. **Greg Clary** made a motion to renew the Magers & Associates contract for one more year. The motion was seconded and passed unanimously.

Property Management – **Josh Cockrell** recommended that Steven Nebrat be hired and retained to be the manager of operations for the building property. **Greg Clary** made a motion to hire Mr. Nebrat as the property manager. The motion was seconded. **Marge Hutton** offered an amendment to hire Mr. Nebrat as the property manager for one month. The amendment was seconded. There was discussion regarding the approval of a short-term agreement today and review a long-term agreement at the October Board meeting. The motion passed unanimously. **Josh Cockrell** stated that he would have a contract for the Board to review at the next meeting.

Attorney's Report

Grady Williams introduced April Scott to the Board as the new CCDA Counsel. Resolution No. 2015/2016-05 was presented to the Board. **Grady Williams** explained this resolution was to appropriate funds and accept the transfer of the Chamber's LLP interest in DEVCOM, LLP to the CCDA. He also explained that the DEVCOM, LLP would be dissolved. **Greg Clary**

made a motion to adopt Resolution 2015/2016-05. Motion was seconded and passed unanimously.

David Goldberg introduced himself to the Board. He explained why the Chamber Board ultimately decided to offer the selling price to the CCDA at \$285K. He stated he looked forward to continuing a relationship between the Chamber and the CCDA.

Economic Development Report

Bill Garrison announced that Cathy Chambers was elected as the Chair of the Florida Economic Development Council. He also updated the Board on the status of current EDC projects and the strategic plan progress.

Greg Clary made a motion to contact legislators on behalf of the CCDA to express the CCDA's support for Enterprise Florida. Motion was seconded and passed unanimously.

Old Business/New Business/Board Comments

Adoption of FY 2016-17 Board Meeting Schedule – The Board reviewed the proposed meeting schedule for FY 2016 – 2017 and decided to keep the monthly meetings scheduled for every third Wednesday of the month. The Board agreed to change the December 21st meeting to December 14th.

Adoption of FY 2016-17 Budget – **Josh Cockrell** provided the Profit & Loss Budget Overview to the Board for October 2016 – September 2017. **Russell Buck** motioned to accept the FY 2016-2017 Budget. Motion was seconded and passed unanimously.

Election and Installation of New Officers – **Grady Williams** explained that the newly elected officers would be sworn in on a later date and their positions would be effective on October 1st, 2016.

Russell Buck nominated William Randall for Chair. The motion was seconded and passed unanimously.

William Randall nominated Russell Buck for Vice Chair. Motion seconded and passed unanimously.

Russell Buck nominated Matt Carlton for Treasurer. Motion seconded and passed unanimously.

Matt Carlton nominated Marge Hutton for Secretary. Motion seconded and passed unanimously.

Chip Dobson nominated Josh Cockrell for Assistant Secretary. Motion seconded and passed unanimously.

The Board presented Chip Dobson with a plaque to commemorate his leadership and service to the CCDA as the Chair for the past two years.

The Board presented Grady Williams with a plaque to thank him for his service as the CCDA General Counsel for more than 16 years.

Adjourned: 5:49 PM



COLEMAN & ASSOCIATES
Certified Public Accounting Firm

ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors of
Clay County Development Authority
Orange Park, FL

Management is responsible for the accompanying government-wide balance sheets of Clay County Development Authority (a governmental organization) as of September 30, 2016 and 2015, and the related statements of revenues and expenses for the one month and fiscal year then ended which collectively comprise the Authority's financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the management discussion and analysis, the governmental fund financial statements and substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the management discussion and analysis and governmental fund financial statements and omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Accounting principles generally accepted in the United States of America require that budget to actual statements for the one month and fiscal year ending September 30, 2016 be presented to supplement the financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This information is the representation of management. This information was subject to our compilation engagement, however, we have not audited or reviewed the required supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such information.

We are not independent with respect to the Clay County Development Authority.

Coleman & Associates Cpa firm

October 13, 2016

Clay County Development Authority
GOVERNMENTWIDE BALANCE SHEET
As of September 30, 2016

	TOTAL	
	AS OF SEP 30, 2016	AS OF SEP 30, 2015 (PY)
ASSETS		
Current Assets		
Bank Accounts		
100002 First Atlantic Checking - 1484	58,244	81,986
100007 Investment - Florida Prime - A	152,366	151,542
100016 Compass Bank Money Market - Pub	176,451	175,419
100018 First Atlantic Bank MMKT -1493	734,231	877,609
100020 Regions - Devcom Funds	50,749	0
100025 Fifth-Third CD	76,428	76,428
100026 Fifth-Third 2 (CD)	76,428	76,428
Total Bank Accounts	\$1,324,897	\$1,439,414
Accounts Receivable		
115002 Revenue Receivable	485,762	558,784
115003 Other Receivable	0	29,712
Total Accounts Receivable	\$485,762	\$588,496
Other current assets		
115001 Loan to Clay Co. Chamber of Com	0	44,888
Total Other current assets	\$0	\$44,888
Total Current Assets	\$1,810,659	\$2,072,797
Fixed Assets		
162901 Buildings and real estate	442,328	0
162950 Leasehold Improvements - Devcom	28,842	28,842
166900 Office Equipment	58,348	58,348
167900 Accum Depreciation	(87,190)	(87,190)
Total Fixed Assets	\$442,328	\$0
Other Assets		
1160000 Note Receivable - St Johns Coun	0	24,000
162900 Equity Interest - Devcom	0	200,882
Total Other Assets	\$0	\$224,882
TOTAL ASSETS	\$2,252,987	\$2,297,679
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
200000 Accounts Payable	2,725	3,132
Total Accounts Payable	\$2,725	\$3,132
Other Current Liabilities		
220000 Security Deposits	1,788	2,788
Dept of Revenue Payable	94	168
Sales Tax Payable	(0)	0
Total Dept of Revenue Payable	94	168
Total Other Current Liabilities	\$1,882	\$2,956

	TOTAL	
	AS OF SEP 30, 2016	AS OF SEP 30, 2015 (PY)
Total Current Liabilities	\$4,607	\$6,088
Total Liabilities	\$4,607	\$6,088
Equity		
272000 Net Asset Balance	1,858,379	2,113,684
280000 Invest in Fixed Assets	433,212	200,882
320000 Retained Earnings	0	0
Net Income	(43,211)	(22,975)
Total Equity	\$2,248,380	\$2,291,591
TOTAL LIABILITIES AND EQUITY	\$2,252,987	\$2,297,679

Clay County Development Authority
STATEMENT OF REVENUES AND EXPENSES
September 2016

	TOTAL	
	SEP 2016	OCT 2015 - SEP 2016 (YTD)
Income		
331000 Grant Revenues		494,528
362000 Rents & Royalties	1,340	22,520
369000 Miscellaneous Revenues	872	50,269
Total Income	\$2,212	\$567,316
Gross Profit	\$2,212	\$567,316
Expenses		
512200 Sponsorships	2,500	30,000
513300 Professional Fees	6,250	92,532
513440 Insurance	(433)	2,581
513460 Devcom LLP Expense		18,150
513510 Office and Operating Expenses	375	6,212
559000 Grant Expense		461,052
Total Expenses	\$8,692	\$610,527
Net Operating Income	\$ (6,480)	\$ (43,211)
Net Income	\$ (6,480)	\$ (43,211)

Clay County Development Authority
BUDGET VS. ACTUALS: CCDA - FY15/16 - LAST MONTH
September 2016

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
362000 Rents & Royalties				
362003 Tocol Engineering llc	670	670	0	100.00 %
362005 Florida Fire Protection		1,061	(1,061)	
362007 Rent - Tomlinson & Co	670	670	0	100.00 %
Total 362000 Rents & Royalties	1,340	2,401	(1,061)	56.00 %
369000 Miscellaneous Revenues				
361000 Investment Earnings	794	250	544	317.00 %
369002 Interest Income from CCC	76	32	44	239.00 %
369003 Commissions Earned	2		2	
Total 369000 Miscellaneous Revenues	872	282	590	309.00 %
Total Income	\$2,212	\$2,683	\$ (471)	82.00 %
Gross Profit	\$2,212	\$2,683	\$ (471)	82.00 %
Expenses				
512200 Sponsorships				
512500 Funding to CEDC	2,500	0	2,500	
Total 512200 Sponsorships	2,500	0	2,500	0
513300 Professional Fees				
513305 Administration Contract IGS	5,500	5,500	0	100.00 %
513310 Attorney	750	750	0	100.00 %
Total 513300 Professional Fees	6,250	6,250	0	100.00 %
513440 Insurance				
513443 General Liability Coverage	(433)	0	(433)	
Total 513440 Insurance	(433)	0	(433)	0
513460 Devcom LLP Expense		1,650	(1,650)	
513510 Office and Operating Expenses				
513490 Business Meeting		25	(25)	
513511 Office Expense to Clay County Chamber		25	(25)	
513512 Office Supplies	281		281	
513514 Misc Office Expense	94	200	(106)	47.00 %
513516 Telephone		60	(60)	
513521 Advertising & Marketing		60	(60)	
Total 513510 Office and Operating Expenses	375	370	5	101.00 %
Total Expenses	\$8,692	\$8,270	\$422	105.00 %
Net Operating Income	\$ (6,480)	\$ (5,587)	\$ (893)	116.00 %
Net Income	\$ (6,480)	\$ (5,587)	\$ (893)	116.00 %

Clay County Development Authority
BUDGET VS. ACTUALS: CCDA - FY15/16 - LAST MONTH
 October 2015 - September 2016

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
331000 Grant Revenues		0	0	
330100 DIG 16-01 Utility Infrastructure Upgrade	81,052	81,000	52	100.00 %
330101 DIG 16-01 Utility Infrastructure Upgrade Admin Fees	8,550	9,000	(450)	95.00 %
330102 DTF 15-01 Buffer Land Purchase	380,000	360,000	20,000	106.00 %
330103 DTF 15-01 Buffer Land Purchase Admin Fees	14,726	40,000	(25,274)	37.00 %
330105 DTF 16-01 Buffer Land Purchase Admin Fees	10,200	0	10,200	
Total 331000 Grant Revenues	494,528	490,000	4,528	101.00 %
362000 Rents & Royalties				
362003 Toco Engineering llc	8,040	8,040	0	100.00 %
362005 Florida Fire Protection	6,440	12,732	(6,292)	51.00 %
362007 Rent - Tomlinson & Co	8,040	8,040	0	100.00 %
Total 362000 Rents & Royalties	22,520	28,812	(6,292)	78.00 %
369000 Miscellaneous Revenues				
361000 Investment Earnings	10,087	3,000	7,087	336.00 %
369001 Industrial Development Bond Issue Fees	38,400		38,400	
369002 Interest Income from CCC	972	930	42	105.00 %
369003 Commissions Earned	39		39	
369005 Miscellaneous Revenue	1	0	1	
369008 Interest income - SJCD	769	720	49	107.00 %
Total 369000 Miscellaneous Revenues	50,269	4,650	45,619	1,081.00 %
Total Income	\$567,316	\$523,462	\$43,854	108.00 %
Gross Profit	\$567,316	\$523,462	\$43,854	108.00 %
Expenses				
512200 Sponsorships				
512250 Funding to SBDC	10,000	10,000	0	100.00 %
512500 Funding to CEDC	10,000	10,000	0	100.00 %
513535 Economic Development Study	10,000	10,000	0	100.00 %
Total 512200 Sponsorships	30,000	30,000	0	100.00 %
513300 Professional Fees				
513305 Administration Contract IGS	66,000	66,000	0	100.00 %
513310 Attorney	9,000	9,000	0	100.00 %
513320 Auditor	7,023	7,500	(477)	94.00 %
513321 Accounting	2,700	2,700	0	100.00 %
513335 Accounting Ancillary Charges	2,715	2,350	365	116.00 %
513400 Consulting Fees - Public Records Compliance	5,094		5,094	
Total 513300 Professional Fees	92,532	87,550	4,982	106.00 %
513440 Insurance				
513442 Public Employees Bond		500	(500)	
513443 General Liability Coverage	441	1,000	(559)	44.00 %
513444 Public Officials Liability	2,140		2,140	
Total 513440 Insurance	2,581	1,500	1,081	172.00 %
513460 Devcom LLP Expense	18,150	19,800	(1,650)	92.00 %
513510 Office and Operating Expenses				
513480 Special Promotions/Events Sponsorship	200	200	0	100.00 %
513490 Business Meeting	55	300	(245)	18.00 %
513494 Dues & Subscriptions	1,275	1,225	50	104.00 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
513511 Office Expense to Clay County Chamber	375	300	75	125.00 %
513512 Office Supplies	545		545	
513514 Misc Office Expense	424	800	(376)	53.00 %
513516 Telephone	728	720	8	101.00 %
513517 Licenses & Fees	175	175	0	100.00 %
513518 Website expenses	1,273	5,875	(4,602)	22.00 %
513519 Travel	452	800	(348)	56.00 %
513520 Conferences		700	(700)	
513521 Advertising & Marketing	710	720	(10)	99.00 %
Total 513510 Office and Operating Expenses	6,212	11,815	(5,604)	53.00 %
559000 Grant Expense				
558000 DIG 16-01 Utility Infrastructure Upgrade	81,052	81,000	52	100.00 %
559006 DTF 15-01 Buffer Land Purchase	380,000	360,000	20,000	106.00 %
Total 559000 Grant Expense	461,052	441,000	20,052	105.00 %
Total Expenses	\$610,527	\$591,665	\$18,862	103.00 %
Net Operating Income	\$ (43,211)	\$ (68,203)	\$24,992	63.00 %
Net Income	\$ (43,211)	\$ (68,203)	\$24,992	63.00 %



COLEMAN & ASSOCIATES
Certified Public Accounting Firm

September 1, 2016

To the Board of Directors
Clay County Development Authority
1734 Kingsley Ave
Orange Park, FL 32073

We are pleased to confirm our understanding of the services we are to provide for the fiscal year October 1, 2016 through September 30, 2017.

- 1) We will prepare the monthly financial statements of Clay County Development Authority (the CCDA), which comprise the statements of the government-wide balance sheet and the related statements of revenues and expenses (a governmental organization) for the month and year to date ending October 31, 2016 and each month thereafter through the month ending September 30, 2017. We will also compile the supplementary schedule of revenues and expenses – budget to actual – current month and year to date and perform a compilation engagement with respect to those financial statements.
- 2) We will also provide bookkeeping assistance and utilize QuickBooks accounting software. We will pay bills that have been approved and submitted for payment by the CCDA administrator. We will assist the CCDA on a weekly basis in recording the accounting transactions including deposits, invoices, entering vendor invoices, paying bills and reconciling the bank accounts. We will assist with invoicing and bill paying as a result of the purchase of the building in total by CCDA (formerly Devcom accounting). We will also provide other bookkeeping functions as agreed to by the CCDA administrator.

Our Responsibilities

The objective of our engagement is to —

- 1) prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you, and
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the entity complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Organization of whom we determine it necessary to make inquiries.

- 8) Including our compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. However, we will not be independent with respect to this financial statement work.

Our Report

As part of our engagement, we will issue monthly reports that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Other Relevant Information

Timothy M. Coleman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be \$300 per month for the accounting and monthly financial statement preparation. Our fees for additional services, such as making bank deposits and assisting the auditor with the financial statement preparation and MD&A and for submitting the local government annual report will be at standard hourly rates. The fees quoted are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each quarter as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Coleman & Associates Cpa firm

Coleman and Associates CPA Firm, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Clay County Development Authority.

Governance signature: _____

Title: _____



**LANDMARK
COMMERCIAL
REALTY GROUP, INC.**



Landmark Commercial Realty Group, Inc. has the experience, knowledge and resources to provide a full range of commercial real estate services that includes:

- Buyer/Tenant Representation
- Development and Turnkey Services
- Site Selection
- Build to Suit
- Acquisition Services
- Franchise and Business Brokerage
- Financial Resource Search
- Property Management
- Seller/Landlord Representation



Working with a variety of resources, our company has access to information that includes availabilities, vacancy rates, comparable sales, lease analyses and marketing analyses...

...all the information you need to make the right decision on any commercial venture.

Landmark Commercial Realty Group...

Target Marketing

- Direct marketing to business and professional office use such as banks, retailers, contractors, etc.
- Direct marketing to developers
- Direct marketing to commercial brokers in Florida
- Position the property as "For Lease"
- Site presentation to the NE Florida Brokers Exchange in regular meetings
- Site presentation to potential end users

LoopNet.com



LoopNet[®]

LoopNet is used by commercial brokers and millions of free subscribers. It is the most frequented real estate internet site at this time. As a Premium member this allows for access to view customer contact or "hits" and more information. Free subscribers can look-up properties and contact listing agents. Just in the greater Jacksonville market, there are more than 15,000 users. Landmark Commercial Realty Group utilizes all of the LoopNet Premium tools. Our premium listings are not only accessible through LoopNet, but since LoopNet powers our website, all of our listings are therefore linked to Google, MSN, Yahoo, The Wall Street Journal, City Streets as well as numerous other real estate search sites.

CoStar.com

CoSTAR
GROUP

- CoStar is the program that is used primarily by commercial agencies, it is not available to the public, although. It has many benefits including 360° virtual tours for major listings, professional quality photographs, serials, demographics, and secure coded folders allowing confidential information on a customer by customer basis.
- It allows for unlimited images including site plans and floor plans.

- **CommercialSource.com**

- This source is the 'MLS' for commercial properties. Through the Commercial Information Exchange (CIE) database, properties are stored and share by members. This is also a public Website and is, therefore, available to everyone for access to non-confidential listings.

BizBuySell

BizQuest.com

- **BizBuySell & BizQuest**

- These are the two largest national business online marketing sites. Businesses and businesses with real estate are advertised on this website in addition to the aforementioned sites.

The Commercial Property Exchange of North Florida

- The Commercial Property Exchange of North Florida (CPXNF) exists to help professionals share commercial real estate information in North Florida and South Georgia. It's a database of commercial property listings & recent sale/lease comparable, and a tool for research, marketing, communicating & networking.

AND

All listing are pushed to the following websites:

- CPXNF Full Exposure
- Catylist.com Full Exposure
- Property Shark Full Exposure
- Office Space Full Exposure
- 42Floors Full Exposure
- The Square Foot Full Exposure
- Retail MLS Full Exposure
- Rofo
- Google Full Exposure
- Bing Full Exposure

Email Distribution List

Email 'Blast' sent out bi-monthly to over
400 commercial brokers & agents in
Northeast & Central Florida





**LANDMARK
COMMERCIAL
REALTY GROUP, INC.**



Stephen Nebrat

Broker

Direct: 904-477-1017

Email:

snebrat@landmarkcommercialrg.com



Dr. Terry Taylor

Associate / Property Manger

Direct: 904-838-5767

Email:

terrytaylor@landmarkcommercialrg.com

Leading You To Business Success!

CONSULTING AGREEMENT

**Between Clay County Development Authority
and
Landmark Commercial Realty Group, Inc**

Dated October 19, 2016

FOR THE PROPERTY COMMONLY KNOWN AS:

1734 Kingsley Ave, Orange Park, FL 32073

**This agreement includes land and buildings
properties or partnerships owned by Clay County Development Authority**

PROPERTY CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between Owner and consultant, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SUMMARY

This Summary Section is incorporated into and deemed part of this Agreement.

A. "Owner" shall mean Clay County Development Authority, a public body corporate and politic of the State of Florida.

B. "Property" collectively shall mean and consist of one building(s) at 1734 Kingsley Ave., Orange Park, FL 32073 as, together with the land on which said building(s) (is)(are) situated.

C. "Initial Term" shall mean the 12-month period commencing on the Effective Date.

D. "Effective Date" shall mean October 31, 2016.

E. The consulting fee shall be the greater of (a) six percent (6%) of the property monthly base rents collected from operations of the property or (b) a monthly minimum of \$300. The "Consulting Fee" is due on the 15th of each month payable in one check to Landmark Commercial Realty Group, Inc.

F. "Project Management Fees" shall mean those fees payable to consultant by Owner for its project management services hereof, which fees shall be equal to a onetime fee of four (4%) per project. Projects estimated to in excess of 90 days will have ½ of the estimated fee paid at the signing of the lease and the balance at completion of the project. Project Management is defined as the oversight and administration of all activities defined as Tenant Improvements and build-out and other administrations in excess of \$5,000.

1. PARTIES: THIS AGREEMENT made between Clay County Development Authority and hereinafter called "Owner" and Landmark Commercial Realty Group, Inc, hereinafter called "CONSULTANT", whereby the Owner appoints the CONSULTANT, its licensees, and successors on the terms and conditions hereinafter provided as sole and exclusive agent to lease, maintain, operate, manage, and supervise the subject property. This agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue in Duval County. The parties hereto recognize they are bound by the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1968 and The United States Constitution, and the Federal Fair Housing Act.

2. PROPERTY: Address: 1734 Kingsley Ave., Orange Park, FL 32073 consisting of approximately 6,741 square feet which together with the land on which it is erected, is hereinafter referred to as the "Property".

3. TERM: It is mutually agreed by and between the parties that this Operating Agreement shall be binding upon the parties' successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the October 31, 2016 and will be in effect for (1) year or until the property is sold in accordance with the separate exclusive right

to sale agreement. This agreement become null and void upon the sale of the property. This Agreement and the obligations of the parties hereunder shall thereupon cease upon the occurrence of any of the following circumstances:

In the event of a bonafide sale or demolition of the Property, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

A. If a petition in bankruptcy is filed by or against either the Owner or the Manager or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party may terminate this Agreement upon ten (10) days written notice to the other party.

B. If the Owner shall fail to comply with any rule, order, determination, ordinance or law of the federal, state, county, or municipal authority, the Manger may terminate this Agreement upon ten (10) days written notice to Owner unless Owner is in good faith contesting same, pursuant to section nine (9) herein.

C. If either party shall default in the performance of any of its obligations hereunder and such default shall continue for thirty (30) days after written notice from one party to the defaulting party designating such default, the party not in default may terminate this Agreement upon ten (10) days written notice to the defaulting party.

D. Either party hereto may terminate this Agreement at any time upon thirty days written notice, it being understood that the respective rights and obligations of the parties hereto shall continue to be governed by the Agreement until the effective date of such termination.

4. CONSULTANT RESPONSIBILITIES: The CONSULTANT agrees to accept the following responsibilities:

A. CONSULTANT is hereby charged with the sole and exclusive overview of the management of the Property and shall provide Owner with the services customarily provided for in such instances. It is expressly understood and agreed that so long as this Agreement is in force and effect; Owner shall not interfere or involve itself in any way with the "day to day" operation of the Property.

B. CONSULTANT assumes no liability for any failure of or default by any tenant; the payment of any rent or other charges due Owner or in the performance of any obligations owed by a tenant to Owner pursuant to any lease or otherwise.

C. CONSULTANT assumes no liability whatsoever for damage to property resulting from vandalism, natural disaster and/or acts of God, whether vacant or tenant occupied.

D. The owner will approve any new tenants based on creditworthiness and income.

5. CONSULTANT AUTHORITY: The Owner expressly grants to the CONSULTANT herein the following authority:

A. CONTRACTS: Pursuant to and in accordance with this Agreement and the Operating Budget approved by Owner's board, CONSULTANT, in Owner's name and as agent for Owner, shall enter into and renew contracts for utilities, maintenance contracts, all such contracts, equipment leases, and agreements as are required in the ordinary course of business, and oversee equipment which are necessary for the operation, maintenance and service of the Property. These include grounds, building, parking lot, and general maintenance. Consultant shall furnish any such contracts to

Owner for approval before executing and signing. Owner agrees to respond within 5 days of receipt of any such contracts. The consultant will employ a licensed contractor where required to perform functions that require a license. Consultant will provide a copy to Owner of any contract or purchase order entered into under this paragraph.

B. TERM OF CONTRACTS: Any contract, equipment lease, or agreement entered into by Manager shall not exceed a term of one (1) year without the prior approval of the Owner. Where possible, all contracts shall be terminable by Owner without cause on any more than thirty (30) day notice unless otherwise approved in advance by Owner.

C. BROKERAGE AND MARKETING:

1. Office space will be leased by Landmark Commercial Realty Group, Inc. Under this agreement the Owner will offer a 6% commission of the gross lease amount.

2. Landmark Commercial Realty Group, Inc. will provide brokerage service to the Owner, if and when they are ready to sale the building and land. A 6% commission will be offered with the opportunity to co-broke 3% to a cooperating broker.

D. ENFORCEMENT OF LEASES: CONSULTANT is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the evicting or dispossessing of tenants or other persons from the Property. CONSULTANT is authorized to sign and serve such notices, as CONSULTANT deems necessary for lease enforcement, including the collection of rent or other income. CONSULTANT is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by CONSULTANT shall be with prior approval of Owner. Attorney's fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Rental Distribution Account or reimbursed directly to CONSULTANT by Owner. Owner reserves the right to approve the attorney chosen by Consultant to handle such litigation.

E. COLLECTIONS: To collect rents and other monies and securities from tenants and property and issue receipt thereof. All receipts and payments collected shall be provided to Owner's bookkeeper, Coleman & Associates, CPA located at 128 Oakwood Plantation Dr, Fleming Island, FL 32003 or if there is any change in bookkeeper, to a bookkeeper indicated in writing by Owner. CONSULTANT shall not be liable for bad checks or monies collected. Security deposits will be held in a non-interest bearing account by the Owner.

6. OWNER AUTHORITY AND RESPONSIBILITIES: The Owner expressly retains the following authority and responsibilities: Owner shall provide CONSULTANT with a set of keys to the property to include all entry-ways. Owner shall execute and maintain at Owner's expense any and all termite bond warranties with a licensed, bonded Termite Bond Company for the property and pay directly all renewal, annual, bi-annual, quarterly or monthly fees associated in order to maintain termite bond coverage. CONSULTANT assume no liability whatsoever for Owner's failure to execute and maintain termite bond coverage.

A. Owner shall be responsible and pay directly any expenses related to the mortgage, association dues, taxes, and insurance. Owner will pay directly to the contractors the day to day invoice maintenance activities required by the property. Consultant will submit and approve invoices.

C. **INSURANCE**. Each party hereto shall be responsible for obtaining and administering insurance in connection with the Property as follows:

1. **Commercial General Liability**. Owner shall procure and maintain, at owners own expense, a commercial general liability policy (including contractual liability insurance) which insure Owner as name insured, and which includes CONSULTANT as additional insured.

2. **Certificates of Insurance**. Owner shall upon execution of this Agreement furnish to the CONSULTANT certificates of all of the foregoing insurance as well as certificates of renewal no later than 30 days prior to the expiration of each policy. Such insurance policies (as reflected by certificate) shall provide that no cancellation or non-renewal can take effect without 30 days' prior written notice by registered mail to Owner.

3. **Tenants' Insurance**. Tenant shall maintain insurance and obtain all necessary required insurance for the property as described in the terms of the lease. Tenant shall maintain records of such compliance, including copies of all certificates, endorsements and policies (including endorsements permitting waiver of subrogation) which each such tenant is obligated to obtain.

D. **OWNER'S INSURANCE PRIMARY COVERAGE**: In connection with claims by third parties, as between any insurance carried by Owner and any insurance carried by CONSULTANT, Owner's insurance for all purposes to be considered the primary coverage. No claim shall be made by Owner under or with respect to any insurance maintained by CONSULTANT except in the event the Owner's entire insurance is exhausted (and then only to the extent CONSULTANT has liability for the insured event) or in the event such claim arises out of or from criminal acts or from negligence found on the part of CONSULTANT or CONSULTANT's employees.

E. **WAIVER OF SUBROGATION**: Each insurance policy maintained by Owner or by CONSULTANT with respect to the Property shall contain a waiver of subrogation clause, so that no insurer shall have any claim over or against Owner or CONSULTANT, as the case may be, by the way of subrogation or otherwise, with respect to any claims which are insured under any such policy. Owner and CONSULTANT each hereby release the other, their respective officers, directors, employees and agents from any and all liability or responsibility for any loss, damage or injury for which insurance (containing a waiver of subrogation) is carried by the releasing party at the time of such loss, damage or injury, to the extent of any recovery by the releasing party under such insurance.

F. **COMPLIANCE WITH LEGAL REQUIREMENTS**: Owner and CONSULTANT shall take such actions as may be necessary to comply with any and all laws, orders, or requirements affecting Owner or CONSULTANT, or the Property by any federal, state, county or municipal agency or authorities having jurisdiction there over. CONSULTANT, however, shall not take any such action as long as Owner is contesting, or has affirmed its intention to contest and promptly institutes proceedings contesting, any law, order or requirement (except that where failure to comply promptly with any such order, or requirement might expose CONSULTANT to criminal liability, CONSULTANT may take

such action, provided the cost thereof shall not exceed \$1,000.00 without Owner's approval). CONSULTANT shall promptly notify Owner in writing of all such orders and notices or requirements. CONSULTANT shall prepare, execute, and, after obtaining the approval of Owner, file any such reports and documents as may be required by any local, county, state, or federal authority, except that reports, documents or returns relating to real estate, personal property or any other taxes or documents relating to improvement assessments or relating to any charges similar to or in lieu of any of the foregoing shall be prepared by CONSULTANT only if so requested in writing by Owner, but shall be promptly forwarded to Owner in any event. The cost of licenses and permits necessary for the operation of the Property (not the property management business) shall be deemed an expense of the Owner.

G. CLAIMS AND A WARDS: When requested by Owner, CONSULTANT shall, as per section 22, including out-of-pocket expenses, render advice and assistance to Owner, not to include legal services, in the negotiation and prosecution of all claims for the reduction of equalization of property tax assessments and other tax assessments affecting the Property and for awards for any taking by eminent domain affecting the Property.

H. USE AND MAINTENANCE OF PROPERTY: CONSULTANT agrees not to permit knowingly the use of the Property for any purpose which might void any policy of insurance relating to the Property, or which might render any loss there as uncollectable, or which would be in violation of any government restriction. CONSULTANT shall be expected to diligently perform such other acts and deeds as are reasonable, necessary, and proper in the discharge of its duties under this Agreement. CONSULTANT further covenants and agrees to take every reasonable precaution against fire, vandalism, burglary and trespass to the Property.

I. FEES AND COSTS: The expenses, costs, fees, compensation, and other remuneration of any persons engaged by CONSULTANT from outside of its organization with the prior consent of Owner, or as otherwise provided for herein, to perform duties of a specialist nature such as attorneys, auditors, or the like shall be an expense of the Owner.

8. RELATIONSHIP: CONSULTANT and Owner shall not be construed as joint ventures or general partners of each other and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. CONSULTANT understands and agrees that the relationship to Owner is that of a transaction CONSULTANT, and that it will not represent to anyone that its relationship to Owner is other than that of a transaction CONSULTANT. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Property. CONSULTANT covenants and agrees that even though it shall have either an ownership interest in, or a management responsibility for other similar properties, which from "time to time" may be competitive with the Property, the CONSULTANT shall always represent the Property fairly and deal with Owner on an equitable basis. CONSULTANT shall advise Owner whenever it acquires an ownership interest in or management responsibility for such similar properties during the term of this Agreement.

9. REPRESENTATIONS: Owner represents and warrants: That Owner has full power and authority to enter this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to CONSULTANT; that there are no recorded

easements, restrictions, reservations, or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of Owner's knowledge, the property is zoned for the intended use; that all leasing and other permits for the operation of the Property have been secured and are current; that to the best of Owner's knowledge the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); that to the best of Owner's knowledge the building does not contain any asbestos, urea, formaldehyde, radon, or other toxic or hazardous substance; and that no unsafe condition exists.

10. ASSIGNMENT: This agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors. This agreement may not be assigned by either Party without the consent of the other Party. Such consent will not be unreasonably withheld.

11. BENEFITS AND OBLIGATIONS: Subject to the provisions of Paragraph 10 above, the covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

12. INDEMNIFICATIONS: Owner agrees:

A. To hold and save CONSULTANT free and harmless from damages as a result of injuries to person or property by reason of any cause whatsoever either in or about the Property or elsewhere when CONSULTANT is carrying out the provisions of the Agreement;

B. To reimburse CONSULTANT upon demand for any moneys which the latter is required to payout for any reason whatsoever, whether the payment is for operating expenses under this Agreement or expenses in defense of any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against CONSULTANT or Owner, jointly or severally, by third parties affecting or due to the condition or use of the Property (as used herein, the term "third parties" does not include employees or agents of CONSULTANT), or due to acts or omissions of Owner, or agents and employees of Owner, arising out of or based upon any law, regulation, requirement or contract pertaining to the property;

C. And to defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against CONSULTANT or Owner, jointly or severally, arising out of or in connection with any of the foregoing (except claims and legal action by employees of CONSULTANT), and to hold harmless and fully indemnify CONSULTANT from any judgment, loss or settlement on account thereof. It is expressly understood and agreed that the foregoing provisions shall survive the termination of this Agreement. Notwithstanding the foregoing, Owner shall not be required to indemnify CONSULTANT against damages suffered as a result of negligence or willful misconduct on the part of CONSULTANT, its agents, or employees or against damages and costs suffered as a result of dismissal of an employee by CONSULTANT. As a condition to Indemnifications (a) through (c) (both inclusive) CONSULTANT agrees to maintain its required Workmen's Compensation and fidelity bond insurance.

13. OWNER RESPONSIBLE FOR ALL EXPENSES OF LITIGATION: Owner shall pay all expenses incurred by CONSULTANT, including, but not limited to, reasonable attorney's fees and CONSULTANT's costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit

involving an alleged violation by CONSULTANT or Owner, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, provided, however, that Owner shall not be responsible to CONSULTANT for any such expenses in the event CONSULTANT is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate CONSULTANT to employ legal counsel to represent Owner in any such proceeding or suit.

14. FEES FOR LEGAL ADVICE: Owner shall pay reasonable expenses incurred by CONSULTANT in obtaining legal advice regarding compliance with any law affecting the Property or activities related to them, provided however, Owner reserves the right to pre-approve obtainment of legal advice. If such expenditure also benefits others for whom CONSULTANT in this Agreement acts in a similar capacity, Owner agrees to pay an apportioned amount of such expense.

15. BUILDING COMPLIANCE: CONSULTANT does not assume and is given no responsibility for compliance of the Property or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summonses received by CONSULTANT relating to such matters. Owner represents that to the best of Owner's knowledge the Property and all such equipment comply with all such requirements, and Owner authorized CONSULTANT to disclose the ownership of the Property to any such officials and agrees to indemnify and hold CONSULTANT its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

16. OWNER RESPONSIBLE FOR PAYMENTS: Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by CONSULTANT under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills. In addition, Owner shall furnish security, in an amount satisfactory to CONSULTANT, against any obligations or liabilities, which may have been properly incurred on Owner's behalf under this Agreement.

17. INDEMNIFICATION SURVIVES TERMINATION: All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of the Agreement that require Owner to have insured or to defend, reimburse, or indemnify CONSULTANT shall survive any termination; and if CONSULTANT is or becomes involved in any proceeding or litigation by reason of having been Owner's CONSULTANT, such provisions shall apply as if this Agreement were still in effect.

18. HEADINGS: All headings and subheadings employed within the Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

19. FORCE MAJEUR: Any delays in the performance of any obligation of CONSULTANT under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse

weather, and other similar causes not within the control of CONSULTANT and any time periods required for performance shall be extended accordingly.

20. COMPLETE AGREEMENT: This Agreement, including any specified attachments, constitutes the entire agreement between Owner and CONSULTANT with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and CONSULTANT relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and CONSULTANT. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and CONSULTANT in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implies, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

21. RIGHTS CUMULATIVE; NO WAIVER: No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

22. APPLICABLE LAW AND PARTIAL INVALIDITY: The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Florida. If any part of this Agreement shall be declared invalid or unenforceable, CONSULTANT shall have the option to terminate this Agreement by notice to Owner.

23. PREVAILING PARTY: In the event that Owner or CONSULTANT files a legal action for interpretation or enforcement of this Commercial Management and Operating Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs from the losing party, including legal assistant fees and attorney's fees and costs incurred with respect to any appellate or bankruptcy proceeding. This agreement shall be governed and construed according to the laws of the state of Florida. Venue for any legal proceeding arising from or related to this agreement shall be Clay County, Florida.

24. CONSULTANT: The term "CONSULTANT" as used in this Agreement shall include any corporate subsidiaries or affiliates of CONSULTANT who perform services in, on or about the Property in connection with the Agreement.

25. SIGNATURES: The parties agree that this Agreement may be executed by electronic signature and shall be binding as if originals.

In witness whereof, the parties have caused this Agreement to be executed as of the day and year first above written.

EFFECTIVE DATE OF THIS AGREEMENT: October 31, 2016

EXECUTED this _____ day of _____, 2016 .

OWNER/REP: _____
Clay County Development Authority Signature
59-6583087

FEDERAL TAX ID

CONSULTANT (S):

10/19/2016
Landmark Commercial Realty Group, Inc DATE

RESOLUTION NO. 2016/2017-01

RESOLUTION OF CLAY COUNTY DEVELOPMENT AUTHORITY (THE "AUTHORITY") FORMALLY ADOPTING BUDGET FOR FISCAL YEAR 2016/2017; AUTHORIZING THE AUTHORITY'S CONTRACTED ADMINISTRATIVE STAFF TO TAKE OTHER AND FURTHER ACTIONS REASONABLY NECESSARY OR HELPFUL IN FURTHERANCE OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, BY THE FORMAL ACTION OF THE AUTHORITY, THAT THE FOLLOWING ACTION IS HEREBY ADOPTED AS THE LEGAL AND BINDING ACTION AND RESOLUTION OF THE AUTHORITY, PERTAINING TO THE ABOVE SUBJECT MATTER SPECIFIED.

BACKGROUND RECITALS

WHEREAS, it is necessary and appropriate for the Authority to formally adopt and publish its budget for Fiscal Year 2016/2017;

WHEREAS, the contracted administrative staff, accountant, and Treasurer for the Authority have prepared and provided such budget for formal adoption and approval;

WHEREAS, the Authority previously adopted such budget for the current fiscal year by its informal action at its regular scheduled meeting on September 21, 2016; and

WHEREAS, the Authority desires to fully comply with the provisions of all applicable laws and auditor recommendations to implement and observe best practices in the adoption and amendment of its budgets.

FORMAL ADOPTION OF RESOLUTION NO. 2016/2017-01

NOW, THEREFORE, THE FOLLOWING ACTION IS HEREBY FORMALLY ADOPTED BY THIS RESOLUTION NO. 2016/2017-01, DATED EFFECTIVE THIS 19th DAY OF OCTOBER, 2016, AS FOLLOWS:

Section 1. The Authority's official Budget for Fiscal Year 2016/2017, representing the budget for the current fiscal year of the Authority as currently projected, is hereby accepted, approved and adopted in the form attached hereto and herein incorporated by reference.

Section 2. The contracted administrative staff of the Authority shall take such other and further actions as may be reasonably necessary or helpful to the formal action authorized, approved, and adopted by this Resolution No. 2016/2017-01, and as may include, for purposes of illustration and not limitation, (a) informing the auditor of the Authority of the formal approval of the budget for Fiscal Year 2016/2017, (b) publishing the formally adopted budget for Fiscal Year 2016/2017 on the Authority's

website, and (c) filing the same with the Clerk for the Board of County Commissioners for Clay County, Florida.

Section 3. This Resolution 2016/2017-01 and the formal action as set forth herein shall be effective immediately upon adoption.

DULY ADOPTED THIS 19th DAY OF OCTOBER, 2016, BY THE CLAY COUNTY DEVELOPMENT AUTHORITY.

CLAY COUNTY DEVELOPMENT AUTHORITY

BY: _____

NAME: _____

TITLE: WILLIAM RANDALL, CHAIR

ATTEST:

MARGE HUTTON, SECRETARY
CLAY COUNTY DEVELOPMENT AUTHORITY

(SEAL)

RESOLUTION NO. 2016/2017-02

RESOLUTION OF CLAY COUNTY DEVELOPMENT AUTHORITY (THE "AUTHORITY") ADOPTING THE FINAL AMENDED "ADJUSTED TO ACTUAL" BUDGET FOR FISCAL YEAR 2015/2016; AUTHORIZING CONTRACTED ADMINISTRATIVE STAFF TO TAKE OTHER AND FURTHER ACTIONS REASONABLY NECESSARY OR HELPFUL IN FURTHERANCE OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, BY THE FORMAL ACTION OF THE AUTHORITY, THAT THE FOLLOWING ACTION IS HEREBY ADOPTED AS THE LEGAL AND BINDING ACTION AND RESOLUTION OF THE AUTHORITY, PERTAINING TO THE ABOVE SUBJECT MATTER SPECIFIED.

BACKGROUND RECITALS

WHEREAS, it is necessary and appropriate for the Authority to formally adopt and publish its final amended budget for Fiscal Year 2015/2016, to correspond to actual revenues and expenditures for that fiscal year;

WHEREAS, the contracted administrative staff, accountant, and Treasurer for the Authority have prepared and provide such budget for formal adoption and approval; and

WHEREAS, the Authority desires to fully comply with the provisions of all applicable laws and auditor recommendations to implement and observe best practices in the adoption and amendment of its budgets.

FORMAL ADOPTION OF RESOLUTION NO. 2016/2017-02

NOW, THEREFORE, THE FOLLOWING ACTION IS HEREBY FORMALLY ADOPTED BY THIS RESOLUTION NO. 2016/2017-02, DATED EFFECTIVE THIS 19th DAY OF OCTOBER, 2016, AS FOLLOWS:

Section 1. The Authority's official Budget for Fiscal Year 2015/2016, representing the final amended budget for the immediate past fiscal year of the Authority with revenues and expenditures adjusted to actual results for that reporting period, is hereby accepted, amended, approved and adopted in the form attached hereto and herein incorporated by reference.

Section 2. The contracted administrative staff of the Authority shall take such other and further actions as may be reasonably necessary or helpful to the formal action so authorized, approved, and adopted by this Resolution No. 2016/2017-02, and as may include, for purposes of illustration and not limitation, (a) informing the auditor of the Authority of the approval of the amended final budget for Fiscal Year 2015/2016, (b) publishing the final amended budget for Fiscal Year 2015/2016 on the Authority's website, and (c) filing the same with the Clerk for the Board of County Commissioners for Clay County, Florida.

Section 3. This Resolution 2016/2017-02 and the formal action set forth shall be effective immediately upon adoption.

DULY ADOPTED THIS 19th DAY OF OCTOBER, 2016, BY THE CLAY COUNTY DEVELOPMENT AUTHORITY.

CLAY COUNTY DEVELOPMENT AUTHORITY

BY: _____

NAME: _____

TITLE: WILLIAM RANDALL, CHAIR

ATTEST:

MARGE HUTTON, SECRETARY
CLAY COUNTY DEVELOPMENT AUTHORITY

(SEAL)