

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
CONSENT / AGENDA ITEM # 7o**

**SUBJECT:** Consideration of a Lease Agreement with Marvin's Garden Inc. a Florida Corporation for a Temporary Re-location of the Bunnell Branch Library.

**DATE OF MEETING:** August 2, 2021

**OVERVIEW/SUMMARY:** The proposed Lease Agreement with Marvin's Garden, Inc. a Florida Corporation would go into effect upon execution and date agreed. This will provide 1,152 square feet of space for a period of one-year, renewable annually. The monthly rent is \$1,457 or \$17,484.00 for the term of the lease. Since the unit is still within the City of Bunnell, we do not expect a change in the current budgeted utility expenditures.

The re-location of the Bunnell Branch is needed to make space for the new Flagler Access Care Center. Staff has reviewed the unit at Marvin's Garden and determined that it will meet the basic needs of the library with some minor modifications performed by County staff. While this will be a reduction in square footage, staff is working to ensure there is no decline in service. The largest expense will be moving our broadband service from the current building to the unit in Marvin's Garden. This is expected to cost approximately \$12,000. The library receives a federal discount through the E-rate program for our monthly Internet service but the cost for installation will not be included. This move is temporary until the new Administrative Headquarters and Bunnell Branch is completed sometime in 2023.

In order to provide a facility for the Flagler Access Care Center, and to expedite and help address the deficient amount of Mental Health services in Flagler County, staff has determined that the current Bunnell Library Branch site would be the best location. To prevent a future disruption in Mental Health services to the public as well providing a permanent location, the Bunnell Library will be temporarily re-located.

**FUNDING INFORMATION:** Funding from the American Rescue Plan Act (ARPA) will be used to fund the above mentioned relocation expenses and will be charged directly to 185-8647-5xx.xx.

**DEPARTMENT CONTACT:** Holly Albanese, Library Director/Legislative Liaison, 386-446-6763 ext. 3708.

**RECOMMENDATIONS:** Request the Board approve the Lease Agreement between Marvin's Garden Inc. a Florida Corporation and Flagler County for the temporary re-location of the Bunnell Branch Library and authorizing the Interim County Administrator to execute the documents as approved to form by the County Attorney.

**ATTACHMENTS:**

1. Lease Agreement

This Lease (“Lease”) is made and entered into by and between PANGO MARVINS GARDEN LLC., a Florida Corporation (“Landlord”) and Tenant as identified in paragraph 1.3, below, on the following terms and conditions:

1. Basic Lease Provisions.

1.1 Landlord: **Pango Marvin's Garden LLC a Florida Corporation**

1.2 Landlord’s mailing address:

**Post Office Box 1487, Bunnell, Florida 32110**

1.3 Tenant: **Flagler County Board of County Commissioners (“Tenant”)**

Name: Holly Albanese, Library Director

Address: 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110

Email address: habanese@flaglercounty.org

1.4 Lease Premises:

**4601 E. Moody Blvd., Unit(s) # F1 Bunnell, Florida 32110 (“Premises”)**

**Unit shall front SR 100 / East Moody Blvd.**

1.5 Lease Commencement Date: August 2<sup>nd</sup>, 2021

1.6 Term: **Two Year**

1.7 Unit is **1152** Square Feet

Monthly Installment of Rent:

Year 1: **\$1,392.00 + N/A Tax = \$1,392.00 to 7/31/2022**

Year 2: **\$1,461.60 + N/A Tax = \$1,461.60 to 7/31/2023**

1.8 Monthly Additional Rent: **2<sup>nd</sup> month’s rent of \$1,392.00 will be due at lease signing, along with full 1<sup>st</sup> month’s rent and Security Deposit.**

1.9 Security Deposit: **\$1,000.00**

1.10 The last months rent in the amount of N/A is due with the signing of this lease. Instead of collecting the last months rent, month 2 will be due at the signing of this lease. **Month 2 : \$1,392.00**

1.11 Designated Use of Premises: Temporary location of Flagler County’s Southern Branch Library and for the provision of related government services.

2. Description of Premises. Landlord leases to Tenant and Tenant rents from Landlord the Premises as described in paragraph 1.4, above. Tenant hereby acknowledges that the Premises are located on and within a shopping plaza located at 4601 E. Moody Blvd, Bunnell, Florida 32110 (the “Property”) and that Tenant shall be required to respect the rights and not interfere with the use and enjoyment of other Tenants on the Property.

3. Term. This Lease shall be for a time period as described in paragraph 1.6, above (“Term”).

4. Monthly Rent. Tenant shall pay to Landlord as rent, payable in monthly installments, as identified in paragraphs 1.7 herein, on the 1st day of each month during the term of this Lease (“Rent”). All rent shall be paid to Landlord at the address set forth above or at any other address that Landlord may designate, in writing, without any prior demand and without any deduction or offset.

5.

5.1 If Tenant fails to pay any amount due from it to Landlord under this Lease by 5:00 p.m. on

the 5th day after when that amount is due, a one-time late charge of Fifty Dollars (\$50.00) shall be assessed. If such amount is not paid within ten (10) days of when that amount is due, then Tenant shall pay an additional late fee of \$100.00 per day until such amount is paid in full.

- 5.2 Tenant shall be liable for an additional \$50.00 returned check fee, in addition to the late fees identified above, if Tenant's payment of any amount under this Lease is returned or dishonored for any reason. Tenant hereby agrees and acknowledges that such additional fee is reasonable to cover the charges Landlord may incur as a result of Tenant's returned or dishonored payment.
- 5.3 At anytime during this lease Term Tenant is aware that it is not released from the full monthly rental amount. Should any portion of the monthly rental amount be deferred or if a partial rental payment is made by the Tenant and accepted by the leasing office, the remaining rental amount is still due and subject to all the same rules and terms of this Lease.

ALL LATE FEES SHALL CONSTITUTE AND BE PAID AS RENT.

6. Reserved.

7. Security Deposit. Tenant, contemporaneously with the execution of this Lease, shall deposit with Landlord the sum identified in paragraph 1.9, above, as a security deposit ("Security Deposit"). The Security Deposit shall be held by Landlord, without liability for interest, as security for Tenant's faithful performance of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease.

- 7.1 Tenant shall not have the right to apply the Security Deposit to payment of the last monthly rent installment.
- 7.2 If Tenant fails to keep and perform any of the covenants of this Lease, then Landlord, at its option, may appropriate and apply the entire deposit, or as much as necessary, to compensate Landlord for losses or damages sustained by Landlord due to Tenant's breach. If the entire Security Deposit, or any portion of it, is appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant, then Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount to restore the Security Deposit to the original sum deposited.

Tenant's failure to do so within five (5) days after receipt of demand shall constitute a breach of this Lease. Tenant's Security Deposit, or the remainder of such Security Deposit after payment of all rents, fees or other monies due by Tenant to Landlord and performance of all other obligations by Tenant, shall be returned to Tenant within forty-five (45) days of termination of this Lease or forty-five (45) days after all rents, fees and other monies due by Tenant to Landlord have been paid and all other obligations of Tenant have been satisfied. Landlord shall notify Tenant, in writing, within thirty (30) days of termination of this Lease, of the application of all or any portion of the Security Deposit to pay any past due rents, fees or other costs. Landlord may, but shall not be obligated to, apply all or portions of the Security Deposit towards any amount due under this Lease.

- 7.3 Upon abandonment of the Premises or violation of section 11 of this lease, Tenant hereby agrees to release to Landlord, without recourse, the full Security Deposit.

8. Use. Tenant shall use and occupy the Premises as identified in paragraph 1.11, above, and for no

other purpose without Landlord's prior written consent. Tenant shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any other governmental agency. If Tenant is found in violation of ANY ordinance/code/or otherwise termed offense where a fine should be imposed, it is the Tenant's sole responsibility to pay said fine. Tenant shall not deface or injure the Premises or permit anything to be done on the Premises tending to create a nuisance or to disturb other Tenants located on or near the Premises, or permit any activity in the Premises which will result in an increase of any premium or cancellation of any policy for insurance on the Premises.

Tenant and Tenant's employees and agents shall not solicit business in the parking area or other areas on or near the Premises, nor shall Tenant or its employees or agents distribute any handbills or other advertising matter in or on automobiles parked in the parking area.

Tenant and its employees and agents shall not park any vehicle at the Premises except in areas which are designated by Landlord for that use.

Tenant shall not be permitted to allow or keep any animals on the Premises, except service animals of Library patrons or employees, without the prior written consent of Landlord.

**NO ANIMALS ARE PERMITTED ON THE PREMISES AFTER NORMAL BUSINESS HOURS.**

Tenant shall also provide Landlord proof of insurance stating that the Tenant has coverage for liability for any type of injury or damage incurred by such animal.

9. Condition of Premises. Tenant hereby acknowledges that prior to execution of this Lease, Tenant shall have examined the Premises, including all grounds, buildings and improvements, and agrees that they are in a safe, clean condition, and in good order and repair. Tenant's execution of this Lease shall constitute an acknowledgment by Tenant that the Premises are in the condition called for by this Lease. Tenant further acknowledges that prior to moving in, the Tenant shall notify the Landlord in writing of any problems or imperfections, large or small, which Tenant identifies prior to moving in. Tenant further agrees and acknowledges that the purpose of such notification is to establish the condition of the Premises for comparison with the condition of the Premises upon Tenant's expiration or termination of this Lease and Tenant's potential liability for maintenance and repairs. Tenant further agrees to lease the Premises in the same condition as the date of the execution of this Lease.

10. Maintenance and Repair. Tenant shall maintain and keep the Premises in good condition and repair, including exterior windows, bathrooms (including keeping bathrooms clean and all plumbing in good working order, including responsibility for increased water bills if toilet is leaking or running), lights and light fixtures (including keeping all light fixtures with working bulbs as Tenant is responsible for cost of replacement light bulbs during the term of the Lease), air conditioning unit(s) (including changing filters at least once per month and keeping air conditioning units free of debris), keeping sidewalks, driveways, and parking lanes clean and free of trash, boxes, pallets, displays, signs and chairs. Pest control to the Premises is the responsibility of the Tenant. Tenant shall provide and pay for its own regular janitorial service to maintain the Premises in a neat and clean condition. Landlord shall be responsible for the general maintenance and repairs of all common areas of the Property. Landlord shall also be responsible for repair of the air conditioning/heating units at the Premises. However, if Landlord determines that repairs or maintenance are necessary to the common area or air conditioning/heating units because of Tenant's negligence, or willful act or by Tenant's agents, employees, invitees, or licensees, Landlord shall notify Tenant and Tenant shall be fully responsible for reimbursing Landlord for the cost of such repairs or maintenance and same shall be added to the next Rent payment due. If Tenant fails to perform any maintenance or repairs as required by this Lease, then Landlord shall be permitted to make such repairs or perform such maintenance, Tenant shall be fully responsible for all of Landlord's costs and expenses and the same shall be added to the next Rent payment due. If for any reason Landlord is required to change the locks on the Premises, Tenant shall be charged \$25.00 payable with the next month's rent. All

charges, fees and penalties identified in this paragraph 9 shall constitute and be paid to Landlord as Rent, subject to all late fees and penalties as described herein.

11. Utilities. Tenant shall be responsible for providing and paying for the utilities to the Premises, including, but not limited to, electric (including installation of additional outlets), water/sewer, phone service (including installation of additional outlets), cable, trash removal, and any deposits required for such services. Tenant hereby acknowledges that under no circumstances shall Landlord be responsible for any additional charges to Tenant's utilities caused by general maintenance to the Property or failure of Tenant to maintain the Premises (i.e., increased water bills due to running toilet or sinks). Tenant agrees to open utility accounts in the name of Tenant.

Landlord shall provide for regular office paper type trash removal from the dumpster provided for use by all Tenants at the Property. Tenant agrees to remove any trash that cannot fit into the dumpsters ("Excess Trash") provided by Landlord within three (3) days of generation. Tenant further agrees to pay Landlord \$100.00 per occurrence, or the actual disposal cost, whichever is greater, as a trash removal fee for any Excess Trash not removed from the Property within three (3) days of generation. **NO GARBAGE IS TO BE PLACED OUTSIDE OF DUMPSTERS. NO PALLETS, NO CONSTRUCTION DEBRIS, SHELVING, TIRES, TILES FLOORING, OR LANDSCAPE DEBRIS SHALL BE PLACED INSIDE DUMPSTERS.**

12. Alterations. No improvements, alterations, additions, or physical changes shall be made upon the Premises by Tenant without Landlord's prior written consent. Tenant shall not paint or decorate any part of the exterior of the Premises, or attach or hang any awnings or other projections to the exterior of any window of the Premises or on the outside wall of the Premises, nor shall Tenant attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls, corridors, or windows of the Premises without Landlord's prior written consent. All proposals for alterations, additions or improvements shall be submitted to Landlord for approval, in writing, at least thirty (30) days prior to any work commencing. All alterations, improvements and additions (no matter how large or small), but not moveable equipment and trade fixtures including shelving units, computer stations a circulation desk, tables, a passport desk, counter, photocopier, IT cabinet, internal HVAC unit, data rack and internet/wifi equipment. Remaining items installed at Tenant's expense shall be the property of Landlord without reimbursement or payment to Tenant and shall remain on and be surrendered with the Premises at the expiration or earlier termination of the Lease. Including, but not limited to; fixtures, flooring, fans, exhaust systems, mini blinds, wall coverings, security systems (including wiring, key pads, glass break & motion detectors, whether hardwired or portable "wireless" system), hot water heaters, telephone jacks, telephone systems (including wiring), lighting, track lighting or any other type of additions, alterations and or improvements that have been attached or hard wired to the walls, ceilings or floors.

Should Tenant install a security system, then the Tenant will provide the Landlord with a separate entrance code to the Premises to be used in cases of emergency, inspections or repairs to the unit as needed. Tenant shall be notified if Landlord will need to access the Premises, however, if the Tenant is unreachable, the Landlord will have the right to access the Premises without the Tenant present. Tenant also agrees that the Landlord may access Premises if the Tenant is at the end of the Lease Term for the purpose of showing prospective Tenants the Premises. The Landlord or the Landlord's agent would be present for such showing the entire time the Premises is being inspected.

Security code # \_\_\_\_\_ is assigned to the Landlord for the term of this lease. See "Additional Terms" for any instructions for accessing the security system.

Landlord may require that the Tenant remove any alterations or improvements and repair any damage to the Premises caused by the removal, such that the Premises are restored to the same condition as prior to the installation of such alteration or improvement. Tenant shall be responsible for

repainting all walls for the Premises back to “new” condition. Any violation of this paragraph will result in the automatic forfeiture of Tenant’s Security Deposit; and, if the costs of Landlord to restore the Premises to its move-in condition exceed the amount of the Security Deposit, then Tenant shall be responsible for all costs and expenses incurred by Landlord over the amount of the Security Deposit.

Tenant further agrees that any additions, alterations or improvements that require any type of construction shall be performed by a Florida licensed contractor, licensed in the applicable area of specialty. Tenant shall submit to Landlord for approval the name of such contractor at least thirty (30) days prior to any work commencing. Tenant shall not be permitted to proceed until Landlord approves of both the work and contractor, in writing. Tenant is required to obtain a building or other permit for any such additions, alterations or improvements, Tenant shall obtain same at Tenant’s sole expense. Tenant shall also obtain a new Fire Inspection of any alternations and or improvements to insure that unit is up to code and Tenant will provide the Landlord with copy of the inspection. Any unauthorized construction shall result in a fine of \$1,000.00 or the actual costs to Landlord to ensure that all construction is completed by a licensed contractor, whichever is greater (“Unauthorized Construction Fine”). The Unauthorized Construction Fine shall be paid to Landlord with the next month’s Rent payment, subject to any and all Rent late fees and penalties as described herein.

In the event Tenant chooses to install flooring which is of greater value than the average fair market value for commercial grade flooring, and circumstances arise requiring that such flooring must be replaced due to the fault of Landlord, then Landlord shall only be responsible for replacing such flooring with flooring which is of equal value to the average fair market value for commercial grade flooring at such time. If Tenant desires to repair/replace such flooring with flooring which is of greater value than the average fair market value for commercial grade flooring then Tenant shall be responsible for obtaining and replacing such flooring and Landlord shall remit to Tenant the equivalent of the average fair market value for commercial flooring for the portion of the flooring damaged by Landlord. In the event the flooring of the Premises is damaged by Tenant during the term of this Lease, Tenant shall be responsible for the appropriate costs of repairing such flooring upon move-out. Notwithstanding how the flooring is damaged, Landlord shall determine the percentage of damage to flooring. For the purpose of this Lease, the average lifespan of the flooring of the Premises is ten (10) years.

All repairs, painting, maintenance and cleaning of Premises must be completed by 5:00 p.m. on the last day of this Lease. A walk-thru shall be required on or before 5:00 pm on said date for a final inspection and all keys shall be returned at that time. It is strongly advised for the Tenant to request a “pre” walk thru of Premises in case that the Tenant has any questions concerning the condition of the Premises as to what repairs, maintenance, painting or cleaning would be required by the Landlord.

13. Assignment and Subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or sublet the Premises, or any portion of the Premises, without Landlord’s prior written consent. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease. Landlord’s right to assign this Lease is and shall remain unqualified. Upon any sale of the Premises in which the purchaser assumes all obligations under this Lease, Landlord shall be free of all of its obligations under this Lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance. Tenant agrees to recognize and attorn to the transferee as landlord, and Tenant further agrees, at Landlord’s request, to execute and deliver the documents and letters that Landlord may request to assist in that transfer.

14. Liability Insurance. Subject to the scope and monetary limitations of Section 768.28, Fla. Stat., Tenant shall indemnify Landlord and save harmless Landlord from any liability or claim for damages that may be asserted against Landlord because of any accident or casualty arising out of Tenant’s negligent or reckless conduct on or about the Premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance, with liability, injury and death coverage 1 million dollar minimum. Within five (5) days of the execution of this Lease, and upon each policy renewal, Tenant shall

furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and further identifying that Landlord shall be notified, in writing, at least thirty (30) days before cancellation of, any material change in, or renewal of the policy. If Tenant shall operate a food service business, or a business using propane or other liquefied gas, Tenant hereby acknowledges that it shall also carry fire insurance. Tenant agrees to carry pane glass insurance to cover any damage done to the glass doors, windows or retail unit fronts. Landlord shall not be responsible for any personal property kept on the Premises by Tenant; such property shall be kept there at Tenant's sole risk. Tenant hereby acknowledges the importance of, and recommendation by Landlord for, Tenant to obtain renter's insurance.

15. Signage and Advertising. If the Premises are in the front of the Property, commonly referred to as a frontage unit, then Landlord shall provide Tenant with an electric pan sign. However, Tenant shall be solely responsible for any costs associated with lettering the electric pan sign to identify Tenant. All lettering of the electric pan sign to identify Tenant must be completed within thirty (30) days of the date of execution of this Lease. Failure of Tenant to obtain lettering for the pan sign as provided herein shall constitute a breach of this Lease. If available, Tenant may lease a pylon sign for the term of this Lease from Landlord for an additional one time payment of \$100.00. Tenant hereby acknowledges that any sign/insert/pylon sign is the property of Landlord and Tenant must leave the insert upon expiration of termination of this Lease. No temporary or permanent signs are allowed to be placed in grass areas, sidewalks, parking lot or bushes, including but not limited to banners, wire rimmed or wooden signs. Tenant is allowed to post signs for the first 30 days only after opening for business. Thereafter all signs MUST be removed, NO EXCEPTIONS.

16. Parking/Common Areas. The entrance to the Property and the parking area are common areas and shall be equally accessible to all Tenants at all times. THERE IS NO ASSIGNED PARKING UNLESS OTHERWISE STATED IN THE "ADDITIONAL TERMS" SECTION OF THIS LEASE. Parking is only allowed in striped parking spaces. Parking is for onsite employees only. NO OFFSITE EMPLOYEES MAY PARK ON THE PROPERTY. OVERNIGHT PARKING IS PROHIBITED. Parking in the delivery alley, on the grass or any area not marked with strips is strictly prohibited. Landlord shall issue one (1) warning, which may be verbal or written, upon the violation of any covenant in this paragraph 15. After Tenant has received one (1) warning, any additional parking violations shall result in a \$50.00 per violation fine. All parking violation fees shall be paid as Rent when the next Rent payment is due, subject to any and all Rent late fees and penalties as described herein. At the expiration or termination of this Lease, any unpaid parking fines shall be deducted from the Security Deposit. Landlord shall be permitted to tow any vehicle or trailer parked in violation of this paragraph 15, and the owner of such vehicle or trailer shall be solely responsible for the associated costs. No utility trailers, work vehicles or flatbed trailers are allowed to be parked overnight on the Premises. No utility trailers not attached to a vehicle are allowed to be parked on Premises at all.

17. Damage or Destruction. If, during the term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance, so as to become partially or totally untenable, the Premises shall be repaired as quickly as reasonably possible at Landlord's expense, unless this Lease is terminated. In the event of damage or destruction, and this Lease is not terminated, there shall be no abatement or reduction in the Rent payments due under this Lease unless the Premises are rendered untenable in which case the Lease will automatically terminate.

If, during the term of this Lease, the Premises are partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises to their condition before the damage equals or exceeds thirty (30) percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of its election to do so within thirty (30) days of the date on which the damage occurs. Upon the giving of notice, the Lease shall terminate as of the date on which the damage occurred and the rent shall be adjusted to that date. In default of notice by Landlord, this Lease shall continue and Landlord shall cause the Premises to be repaired or restored with due

diligence.

Tenant agrees to promptly repair and be fully responsible for all costs associated with any and all damage to the Premises, including landscaping, caused by Tenant, Tenant's employees, agents or customers ("Tenant Damage"). Tenant shall have thirty (30) days to repair any Tenant Damage. If Tenant should fail to repair any Tenant Damage within thirty (30) days of such damage, then Landlord shall be permitted to repair such Tenant Damage and any and all costs incurred by Landlord shall be charged to Tenant and due to Landlord with the next month's Rent, subject to any and all Rent late fees and penalties as described herein.

18. Condemnation. If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on that part to be taken from the date the possession is acquired by the public authority, and the Rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the option, upon Landlord's consent, to either terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, except that the Rent shall be reduced in proportion to the amount of the Premises taken, and in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. Landlord shall have the right to terminate this Lease for any reason if any part of the Premises is taken as identified herein. Tenant shall vacate the Premises within fifteen (15) days of notice from Landlord of such termination and Tenant shall be obligated for Rent and Additional Rent up to the date of termination. All damages awarded for the taking shall belong to and be the property of Landlord.

19. Remedies and Default.

19.1 Notwithstanding any terms contained herein, the following shall constitute a default by Tenant:

- 19.1.1 Failure to pay any amount to Landlord when due and failure to cure the default within ten (10) days;
- 19.1.2 Failure to pay any amount to Landlord when due more than two (2) times during the term of this Lease, regardless of the fact that such amount was eventually paid with late fee(s);
- 19.1.3 Presentment to Landlord more than two (2) checks that are returned or otherwise dishonored;
- 19.1.4 Failure to restore Tenant's Security Deposit to the full amount within five (5) days after receipt of Landlord's demand for the same as identified in paragraph 6.2 herein.
- 19.1.5 Failure to cure any default or breach under this Lease, except the payment of Rent or Additional Rent, within thirty (30) days after Landlord's written notice specifying the default and demanding cure;
- 19.1.6 More than two (2) documented instances of Tenant's breach of any covenant of this Lease, including the payment of any amount due under this Lease, regardless of Tenant's cure of the same within thirty (30) days;
- 19.1.7 Abandonment of Premises by Tenant, abandonment being described as Tenant's absence from the Premises for more than fifteen (15) days;

- 19.1.8 Intentional destruction of any part of the Premises or Property by Tenant or an person acting on Tenant's instruction or behalf;
  - 19.1.9 Falsification of any report to be furnished to Landlord pursuant to the terms of this Lease by Tenant or Tenant's agent;
  - 19.1.10 Application by Tenant or Guarantor for, or consent to, the appointment of a receiver, trustee or liquidator of Tenant of all or a substantial part of its assets;
  - 19.1.11 Filing of a voluntary petition in bankruptcy by Tenant, or admitting in writing the inability to pay debts as they come due;
  - 19.1.12 Making an assignment for the benefit of its creditors by Tenant;
  - 19.1.13 Filing of a petition or an answer seeking a reorganization or an arrangement with creditors by Tenant, or if Tenant seeks to take advantage of any insolvency law, (performs any other act of bankruptcy);
  - 19.1.14 Filing an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceeding; or
  - 19.1.15 Entry of an order, judgment or decree by any court of competent jurisdiction adjudicating Tenant bankrupt or insolvent, approving a petition seeking such a reorganization, or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets.
- 19.2 Upon default by Tenant, Landlord shall have the following remedies:
- 19.2.1 Termination of this Lease;
  - 18.2.2 Acceleration of the full balance of the rent payable for the remainder of the Term and ability to sue for the sums;
  - 18.2.3 Landlord may, without terminating this Lease, re-enter the Premises, dispossess Tenant or any other occupant of the Premises, remove Tenant's effects, and relet the Premises for the account of Tenant for the rent and upon the terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs of re-entry, alterations, additions, and reletting, to the unpaid Rent and the other amounts due during the remainder of the term, and Tenant shall remain liable to Landlord for any unpaid balance;
  - 18.2.4 Pursue any combination of the remedies outlined herein and/or any other remedy available to the Landlord on account of default by Tenant of this Lease.
- 19.3 If suit is brought to recover possession of the Premises, to recover any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant that Tenant was to keep or perform, and a breach is established, then Tenant shall pay to Landlord all expenses incurred and including reasonable attorneys' fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

19.4 The amount listed in paragraph 1.10 will be the amount applied to your last Month of your tenancy.

20. Inspection and Licensing. Tenant shall be solely responsible, at Tenant's sole expense, for obtaining and maintaining all necessary business and occupational licenses, permits and fire inspections required by state, county or local government. Tenant agrees to provide a copy of all required licenses and permits to Landlord within five (5) days of receiving the same.
21. Reserved.
22. Indemnification. Subject to the scope and monetary limitations of Section 768.28, Fla. Stat., Tenant hereby agrees that Landlord shall not be liable for any damages or injury to Tenant, Tenant's agents, employees, or any other persons on the Premises at Tenant's invitation or to visit Tenant, arising out of Tenant's negligent or reckless use of the Premises, or any part of the Property. Tenant further covenants, warrants, represents and agrees to indemnify and hold harmless Landlord from any such claims or damages no matter how cause.
23. Access to Premises. Landlord shall have the right to enter the Premises at all reasonable hours to inspect the Premises and to have access to the Premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the Premises. Landlord shall have the right to show prospective Tenant's the Premises during normal business hours Monday thru Saturday 9:00am to 6:00pm once the 30 day notice to vacate comes into effect, or once Tenant gives a written notice not to renew the Lease under the terms of this lease, which ever comes first.
24. Rules and Regulations. Landlord reserves the right to adopt, from time to time, rules and regulations for the operation of the Premises which are not inconsistent with the provisions of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all those rules and regulations.
25. Waiver. Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease, or any rules and regulations of the Premises, shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions or rules and regulations.
26. Entire Agreement/Modifications. This Lease contains the entire agreement between the parties concerning the matters set forth in this Lease and may not be changed, modified, or discharged orally, or by any manner other than an agreement, in writing, signed by both parties to this Lease. This Lease supersedes any and all prior lease, or leases, for the Premises that may have been entered into by the parties.
27. Notices. All notices required under this Lease shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified U.S. mail to Landlord or to Tenant at their respective addresses set forth above, or to any other address that either party may furnish, in writing, during the term of this Lease. If Tenant has not set forth an address above, then Tenant hereby agrees that notice delivered to the Premises shall be adequate and binding notice.
28. Quiet Enjoyment. Landlord covenants and agrees with Tenant and its successors and assigns that when Tenant pays the Rent and observes and performs all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly possess and enjoy the Premises for the full term of this Lease. However, the Landlord shall have the right to issue a "no-trespass" on any person causing a disturbance, damage of property or being a nuisance to other Tenants on said Property, whether said person is on said Premise by invitation of the Tenant, or is an employee of said Tenant, so please conduct yourselves and control your guest accordingly.
29. Subordination to Mortgage. Any mortgage placed on the Premises now or later shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its

interest in the leasehold estate created by this Lease to the lien of any mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

Notwithstanding the foregoing, Tenant's possession of the Premises under this Lease shall not be disturbed by any mortgagee, owner, or holder of note secured by a mortgage placed on the Premises, unless Tenant breaches any of the provisions of this Lease and the Lease term of Tenant's right to possession has been lawfully terminated in accordance with the provisions of this Lease.

30. Changes by Landlord. Landlord reserves the absolute right, at any time and from time to time, to make changes to the parking lot, driveways, signs, landscaping and sidewalks by making additions to, subtractions from, or rearrangements of the improvements at the Premises.

31. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of the Lease, it shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all the conditions, provisions, and obligations of this Lease as far as it applies to month-to-month tenancy, cancelable by either party upon thirty (30) days written notice to the other party.

32. Recording. Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. The memorandum or short form of this Lease shall describe the parties, the Premises, and the term of this Lease and shall incorporate this Lease by reference.

33. Captions and Headings. The captions and headings used in this Lease are intended only for convenience and are not to be used in construing this Lease.

34. Applicable Law. This Lease shall be construed under the laws of the State of Florida. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each other provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

35. Successors. This Lease and the covenants and conditions shall inure to the benefit of and be binding on the Landlord and its successors and assigns, and shall be binding on Tenant and permitted assigns of Tenant.

36. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed.

37. Authority to Sign. The Tenant is a political subdivision of the State of Florida and has taken all necessary steps to approve the execution of this Lease by its duly authorized representative.

38. Renewing Lease. The Tenant must provide the Landlord a written notice 45 days prior to the end of this Lease if the Tenant wishes to sign a new lease for said Premises. However, the Landlord shall have the right to refuse said renewal, in writing within 30 days of the end of this existing lease. Landlord does not have to give a reason for said refusal and all conditions of the existing Lease for termination shall still apply.

39. Additional Terms.

1. Security deposit on file will be transferred to the new lease, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this Lease as written and specified herein.

**Agent for Owner**

**Tenant**

Winrock Property Management LLC

FLAGLER COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

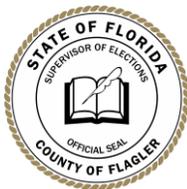
Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Winrock Property Management LLC  
2121 Corporate Square Blvd.  
Suite 142A  
Jacksonville, FL 32216  
904-723-8400  
info@winrockpm.com



## ***Kaiti Lenhart*** ★ FLAGLER COUNTY SUPERVISOR OF ELECTIONS

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1769 E. Moody Boulevard, Building 2, Suite 101 ★ PO Box 901 ★ Bunnell, Florida 32110-0901  
Phone (386) 313-4170 ★ Fax (386) 313-4171 ★ [www.FlaglerElections.com](http://www.FlaglerElections.com)

July 20, 2021

Honorable Donald O'Brien, Chairman and  
Flagler County Board of County Commissioners  
1769 E. Moody Boulevard, Building 2  
Bunnell, FL 32110

Honorable Commissioners,

Despite the challenges presented by a global pandemic and the bitterly contested Presidential election, Florida's elections ran smoothly in 2020. Our voters participated in record numbers, and election results were timely and verified with audits in every county in Florida. Stakeholders from across the nation have praised our ability to count 11 million votes quickly and accurately. Our methods here in Florida are the example for other states to follow.

As Flagler County's Supervisor of Elections, I have an unwavering commitment to keeping our elections both secure and accessible. The 2022 election cycle will present all new challenges, and we must stay one step ahead. In this budget, you will find that I am requesting two additional full-time staff members. I must again take this as an opportunity to commend my talented team of election experts for the incredible work they do every day to serve our county's voters. I have analyzed staffing in other similarly-sized counties and found that we are understaffed in comparison. Our workload is directly related to the number of registered voters in Flagler County. I expect our registration totals will continue to increase as people move to Flagler County from other states. We will easily have over 100,000 registered voters one year from now, in time for the Primary Election in August 2022. As of today, we have close to 95,000 registered voters.

I have done my best to keep up with Senate Bill 90 and House Bill 7041 during this Legislative Session in order to prepare this budget with a deadline of May 1. Senate Bill 90 was passed late in the night, the day before my budget was due. This proposed budget includes the estimated financial impacts to our operations. The new law requires in-person monitoring of the ballot drop box at our office during all days it is available for ballot receipt. This means we will need additional temporary staff during office hours to monitor the drop box beginning 60 days prior to an election and through Election Day. The box will no longer be available 24 hours a day, seven days a week, as it has been in the past. The cost of 24/7 monitoring is simply too much to justify, and I will not ask you for that amount. This change is unfortunate for our voters who have had the 24/7 convenience for many years. The law also makes several changes to mail ballot requests and processing, which means we will have to order all new balloting materials, forms and supplies.

Also included in this budget is the estimated cost for an Accessible Vote-By-Mail System, as required by a Federal court order. You may recall the Nielsen vs. DeSantis case last year, which dealt with an accessible system which visually impaired voters can use to mark a secret and verifiable VBM ballot without the assistance of another person. The deadline for implementation of this system is March 2022.

Other items included:

- 3% COLA and minimum-wage increase for staff and poll workers
- Flagler Beach early voting site
- 38,000 estimated mail ballot requests for the 2022 Primary Election
- New software and hardware maintenance costs associated with our new virtualized server
- Additional software for staff training, voter investigation, network security
- Postage increase and costs related to list maintenance activities generated by the ERIC program (Electronic Registration Information Center, more info: <https://www.EricStates.org>)
- In-bound mail sorter maintenance

Please be aware this budget does **not** include costs related to redistricting and precinct changes which will likely occur in the next fiscal year. The latest update from the US Census Bureau indicates they will provide data beginning on August 16, 2021 and no later than September 30, 2021. Florida has gained one seat in the House of Representatives, for a total of 28. The Congressional redistricting process cannot begin until the reapportionment data is received from the US Census Bureau. During the last reapportionment and redistricting process following the 2010 census, Flagler County was fortunate to have single districts for Congress, state senate and state representative. If those districts change, our precinct boundaries should be adjusted to allow for congruent ballot styles. I'll keep you updated as we move through this process of redistricting.

Some good news! We have applied for the latest Election Security Grant to receive reimbursements for the expenses related to technology and physical security improvements over the past year. These grant funds will be reverted back to the county at the end of this fiscal year.

In closing, I'd like to thank each of you for your support. Successful elections are a team effort and I am proud to serve as Supervisor of Elections in a county where I know we can work together to best serve the public.

Sincerely,

Kaiti Lenhart  
Supervisor of Elections

CC: Flagler County Administrator  
Flagler County Finance Director