

Board of County Commissioners

Agenda Request

Date of Meeting: November 21, 2023

Date Submitted: November 10, 2023

To: Honorable Chairman and Members of the Board

From: Edward J. Dixon, County Administrator
Allan Meeks, Facilities Manager

Subject: Approval to lease property at 2162 Pat Thomas Parkway

Statement of Issue:

This item is presented to the Board for approval of leasing 2162 Pat Thomas Parkway to Victor's Garage LLC for automobile repair, auto body shop, and other automobile-related activities.

Background:

On January 3, 2023, the Gadsden County Board of Commissioners approved the purchase of fifty-two acres located at Gadsden County Parcel ID# 3-24-2N-4W-0000-00330-0100. This property has approximately one and one-fourth (1.4) acre of area fenced, an 8-bay metal building, and an office used for autobody repairs. The area was leased when Gadsden County purchased the property from the Register Family to Affordable Body Shop for a monthly fee of \$2423.37. The tenant has since vacated, and the facility is currently vacant.

Victor's Garage LLC has approached the County to rent the space for twenty-one hundred (\$2100.00) dollars a month for use as an automobile repair shop, auto body shop, and other automobile-related activities.

Analysis:

Approval of the lease would allow Victor's Garage an opportunity for growth providing a needed service in the area while providing an additional revenue source for the County. The lease is a month-to-month lease and would not affect future land use that the Board may desire.

Fiscal Impact:

The Impact would be twenty-one hundred (\$2100.00) dollars monthly paid to the Board of County Commissioners for use of the space in Exhibit A.

Options:

1. Approve and allow the Chair to sign all related documents.
2. Disapprove.
3. Board direction.

County Administrator's Recommendation:

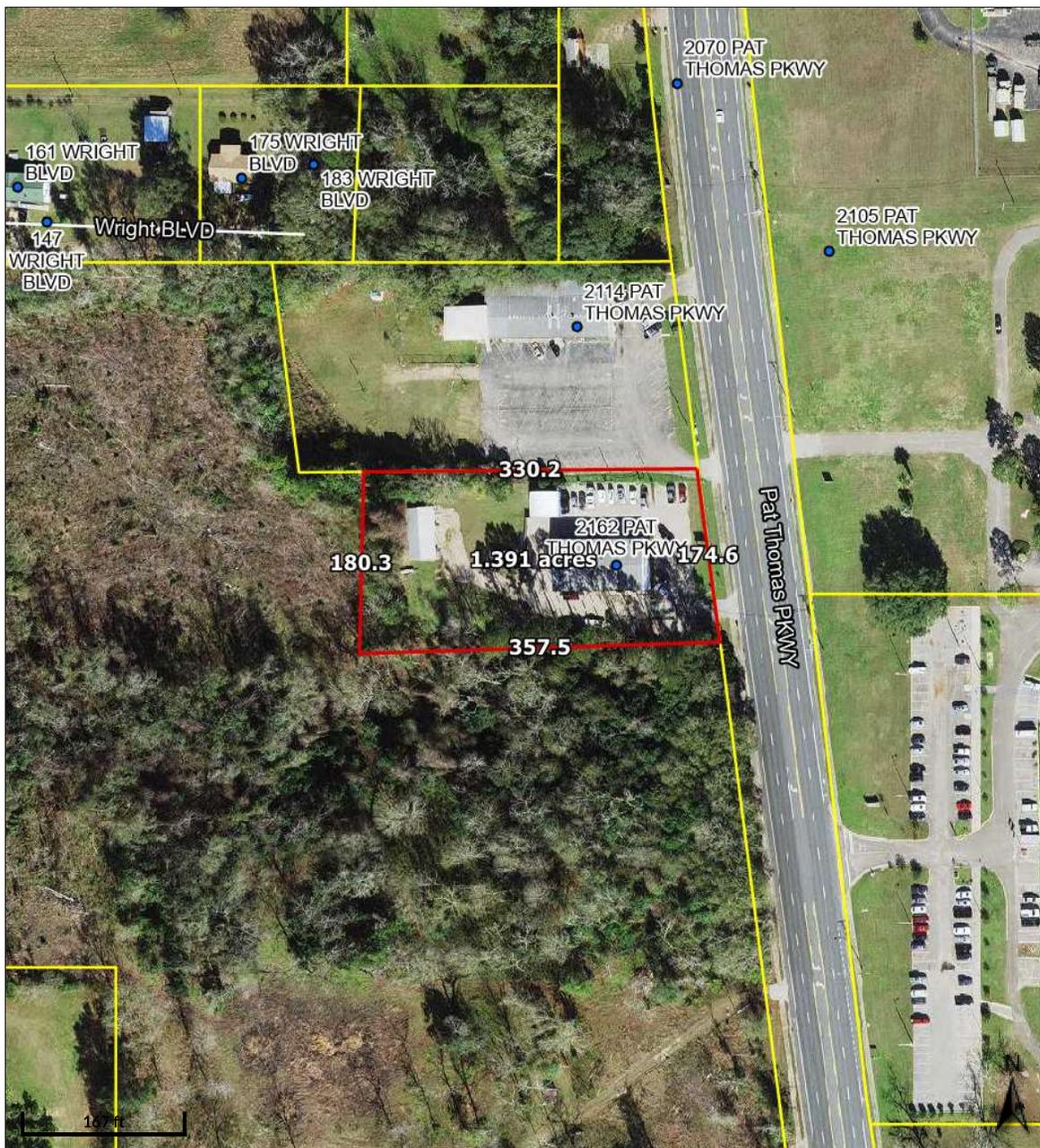
Option 1.

Attachments:

1. Exhibit A
2. Commercial Lease (Proposal to Lease)
3. Lease Agreement



Gadsden County, FL



Overview



Legend

- Parcels
- Roads (Local)
- Roads (Major)
- Streams and Rivers (Large)

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GEOSPATIAL

Offer to Lease Commercial Property

THIS OFFER TO LEASE (this "Offer") dated this 1st day of September, 2023

FROM:

Victor's Garage LLC
of
1315 W WASHINGTON ST
(the "Tenant")

TO:

Gadsden County Bocc
of
9 E Jefferson St # B, Quincy, FL 32351
(the "Landlord")

Description of Space to be Leased

1. The warehouse space (the "Premises") is situated at 2162 Pat Thomas Pkwy, Quincy, FL 32351.
2. The Landlord agrees to rent to the Tenant the Premises for only the permitted use of: Auto repair, Body and Paint and automotive related busniess.

Term of Lease

3. The term of the Lease will commence at 12:00 noon on October 1, 2023, and end at 12:00 noon on October 1, 2033.
4. Notwithstanding that the term of the Lease will commence on October 1, 2023, the Tenant will be entitled to possession of the Premises at 12:00 noon on September 15, 2023.

Rent

5. In consideration of the Landlord leasing the Premises, the Tenant will pay a base rent of \$2,100.00 (the "Base Rent") every month of the term of the Lease.
6. In addition to the Base Rent, the Tenant will pay the following taxes to the Landlord: 157.5.

Advance Rent

7. On execution of the Lease, the Tenant will pay to the Landlord advance rent to be held by the Landlord without interest, to be applied on account of the first and last installments of Base Rent as they fall due and may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under the Lease.

Additional Provisions

8. We currently have our business located at 1315 W Washington St Quincy FL, 32351. Due to our business growing over the past couple of years we are in need of a bigger facility for our business.

We are interested in a long term lease from 5-10 year minimum.

Formal Lease

9. A formal lease ("the Lease") will be created by the Landlord and executed by the Landlord and the Tenant. The Lease will incorporate all of the provisions of this Offer.

General Provisions

10. All schedules to this Offer are incorporated and form an integral part of this Offer.
11. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Offer. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GADSDEN COUNTY BOARD OF COUNTY
COMMISSIONERS**

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as the "Agreement," is made this 21st day of November 2023, by and between the **GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida ("Lessor"), and **Victor, Victor's Garage LLC**, incorporated under the laws of the State of Florida ("Lessee"). The Lessor and Lessee are hereinafter sometimes referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, Lessor is the owner of the certain real property located at 2162 Pat Thomas Parkway, Quincy, Florida 32352 ("the Property" or "the subject Property"); and

WHEREAS, the Lessee and Lessor have agreed to enter into this Agreement to accommodate a new lease agreement between the parties in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. RECITALS.

The above recitals are true and correct and are incorporated herein and form a material part of this Agreement.

2. PREMISES.

a. Lessor does hereby lease unto the Lessee, and the Lessee does hereby lease from the Lessor a portion of the Center consisting of:

b. The Lessee, its employees, visitors, guests, and agents shall have the non-exclusive right to use the parking areas, service roads, service areas, loading facilities, sidewalks, and public hallways and any such other areas as are designed for common use. All use of the Premises shall be subject to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof, as prescribed from time to time by the Lessor.

c. The Lessee acknowledges and understands that the subject property has other uses and that the County has additional plans for other portions of the subject property. The Parties will cooperate with each other to coordinate the various activities of each party on the subject property and will make a diligent effort to ensure that both the Lessee's and Lessor's activities are conducted in harmony and without interference. If an issue arises, the Parties will meet as soon as practicable to resolve the issue.

3. USE OF PREMISES.

- a. Lessee shall have non-exclusive use of the Leased Premises to operate a paint and body shop.
- b. Lessee shall use the Premises only for lawful purposes.
- c. The Lessee shall not use the Premises for any purposes not set forth herein without the prior written consent of the Lessor.
- d. The Lessee shall be allowed access to the Premises between the hours of 7:00 A.M. and 6:00 P.M.
- e. Use of the Premises by Lessee shall be suspended during any emergency periods as designated by the Lessor in writing that such emergency exists by the County Administrator in writing with at least 24 hours' notice.

4. TIME AND TERMS:

This Lease shall commence on November 21, 2023, and continue month to month, upon the following terms and conditions: Rent shall be payable at the rate of \$2100.00 per month. The parties acknowledge that the first and last month's rent of \$2100.00 each shall not be required to be remitted to LANDLORD in advance of TENANT'S lawful occupancy of the premises as consideration for the execution of this lease agreement.

The monthly rental payments are due on the 1st day of each month, payable in advance and Tenant(s) shall be jointly and severally liable for payment of such monthly rental payments. Rental checks are to be made payable to LANDLORD and mailed/delivered to the Gadsden County Facilities Department, 410 East Jefferson Street, Quincy, Florida 32351, or at such other places as the LANDLORD shall designate, to arrive no later than that date. In the event any rental payment shall be remitted three (3) days or more after the date due TENANT shall remit to LANDLORD in addition to such payment a sum equal to five percent (5%) of the past due amount.

- a. Any other services required by Lessee including, but not limited to, the security shall be the sole responsibility of Lessee.
- b. Lessee shall be responsible for and shall pay any and all taxes, including ad valorem taxes which may be due or result from Lessee's use of the Premises, if applicable.

5. MAINTENANCE AND IMPROVEMENTS.

a. Lessor, at its own expense, shall be responsible for all non-minor maintenance and repair of the Premises and shall keep the Premises in good repair, ordinary wear, and tear excepted, including repairing mechanical devices and improvements in place at the time of commencement of this Lease Agreement, or installed by the Lessor during the term of this Agreement including, but not limited to, electrical fixtures and wiring, air conditioning,

locks, interior painting, door and window frames, glass, the exterior of the Premises, including the roof, foundation and structural portion and landscaping thereof.

b. The Lessor shall make repairs to the Premises within thirty (30) days of written notice by the Lessee, except where the repair has been made necessary by misuse or neglect by the Lessee or Lessee's agents, visitors or licensees, and except that the Lessee may make minor repairs to the Premises, including, but not limited to, light bulb replacements, at its own expense. If the Lessee provides notice to the Lessor that an item for which the Lessor is responsible is in need of repair or replacement, and the Lessor is unable to repair or replace such item within such thirty (30) day period, then the Lessee may repair or replace such item, at its expense, subject to the prior approval of Lessor.

c. Surrender the Premises to the Lessor in a condition equal to that existing at the time of commencement of this Agreement, ordinary wear and tear excepted.

1) Any such property which Lessee fails to remove shall be disposed of by the Lessor and the Lessor shall not be responsible for any loss or damage thereto.

d. The Lessee may make improvements to the Premises upon the prior, written approval of the Lessor. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation.

e. All partitions and appliances placed in the Premises by the Lessor shall remain the property of the Lessor at all times during and after the term hereof.

f. Cleanliness of Premises. The Lessor and Lessee will not improperly or unlawfully store, handle, release, or dispose of any refuse, trash, or Hazardous Substances (as defined below) in the Leased Premises or in or around the building of which the Premises form a part. The Lessor and Lessee shall immediately notify the other and appropriate government agencies and authorities having jurisdiction if a release of Hazardous Substances occurs and shall take complete corrective action to clean and remove the material and restore the premises in compliance with procedures established by such authorities, and shall provide appropriate evidence of compliance.

g. Hazardous Waste. The Lessor and Lessee shall not cause or permit any Hazardous Substance (as hereinafter defined) on the Premises. As used herein, "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Florida or the United States Government, including without limitation, (i) any substance, chemical, or waste that is or shall be listed or defined as hazardous, toxic or dangerous under applicable environmental laws, (ii) any other federal, state, or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and pursuant to any environmental, health and safety of the occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCBs (v) leaded paint, and (vi) asbestos. Notwithstanding the foregoing, to the extent that any Hazardous Substance is regulated by law to be allowed in restricted permissible quantities, the presence of no more than such permitted quantities applied or used in a legally permitted manner shall not be a violation of the foregoing restrictions concerning the use and storage of such substances.

6. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign this Lease Agreement or any interest therein, or sublet the Premises without the prior, written consent of the Lessor.

7. OWNER'S ACCESS TO PREMISES.

The Lessor shall have the right to enter upon the Premises at all times for the purpose of inspecting the same or exhibiting the same to prospective purchasers or lessees, or for the purpose of making repairs or alterations to the Premises or any other portion of the building or for any other purpose. In exercising this right, the Lessor shall not interfere with the Lessee's use of the Premises.

8. DAMAGE TO PREMISES.

a. If the Premises shall be damaged by fire or other causes, the County shall, in its sole discretion, determine whether or not to affect repairs and/or terminate the Agreement. If the Premises are not repaired and restored to a condition equal to that which existed at the commencement of this Agreement, then Lessee may, no later than fifteen (15) days following the damage, give the Lessor a notice of election to terminate this Agreement.

b. In the event this Agreement is terminated as provided above, Lessee shall, within fifteen (15) calendar days, surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom. If Lessee has submitted payment for utilities and common area expenses beyond the date which Lessee surrenders the Premises, the payments shall be repaid to Lessee.

9. TERMINATION.

a. This Agreement may be terminated at any time by mutual written consent of the Parties.

b. Notwithstanding anything to the contrary contained herein, either Party may terminate this Agreement with or without cause upon giving thirty (90) days prior written notice to the other Party. Upon such termination, Lessee shall, within fifteen (15) calendar days, surrender possession of the Premises to Lessor and remove all of Lessee's effects therefrom.

c. This Agreement may be further terminated as set forth herein.

d. In the event Lessor exercises its option to terminate this Agreement, Lessor shall have no obligation to buy out the remainder of the Agreement and no funds shall be owed or due to Lessee.

10. INSURANCE.

a. Lessor and Lessee shall provide insurance coverage pursuant to their respective self-insurance programs.

b. Lessee shall provide worker's compensation and unemployment compensation for its employees as required by law.

11. LIABILITY.

a. To the fullest extent permitted by Section 768.28, Florida Statutes, the Parties shall be liable for claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from or in any way connected with the performance of or failure to perform their respective obligations or responsibilities under this Agreement. However, nothing contained herein shall constitute a waiver by either the Lessee or Lessor of their sovereign immunity under Section 768.28, Florida Statutes.

b. Lessee shall not be liable for any claims, damages, losses and expenses, including reasonable attorney's fees arising out of, resulting from or in any way connected with the Lessor's performance of or failure to perform its obligations or responsibilities under this Agreement.

c. Lessor shall not be liable for any claims, damages, losses, or expenses, including reasonable attorney's fees arising out of, resulting from, or any way connected with the Lessee's performance of or failure to perform its obligations or responsibilities under this Agreement.

d. To the extent permitted by Section 768.28, Florida Statutes, Lessee shall indemnify and hold harmless the Lessor from any and all liability, claims, damages, and injuries including death and attorney's fees and attorney's fees on appeal which occur as a result of the negligence of the Lessee or its employees or agents as the law provides, provided, however, that nothing contained herein shall constitute a waiver by the Lessee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

e. **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.**

12. DEFAULT.

a. It is mutually agreed that in the event the Lessee shall default in any of the payments set forth herein and fails to correct such default within twenty (20) days after written notice thereof from Lessor, or if Lessee shall be in default performing any of the terms or provisions set forth herein and fails to cure such default within thirty (30) days after written notice thereof from Lessor, Lessor may terminate this Agreement immediately. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

b. If the Lessor shall default in the performance of its obligations herein and fails to cure such default within twenty (20) days after written notice thereof from Lessee, Lessee may terminate this Agreement as provided herein. Upon such termination, Lessee shall within fifteen (15) calendar days surrender possession of the Premises to Lessor and remove all of the Lessee's effects therefrom. The payment for utilities, common area, and janitorial services expenses shall be apportioned as of the date of surrender and any such payment made for any period beyond such date shall be repaid to Lessee. The Lessor may at any time thereafter resume possession of the Premises by lawful means.

c. If the Lessee deserts or vacates the Premises, or fails to make payments set forth herein, the Lessor may enter and resume possession of the Premises by lawful means without being liable for any prosecution or damage, therefore.

d. The Lessor, upon resuming possession of the Premises as provided herein, may relet the Premises.

13. NOTICES.

a. All notices to either Party shall be given by hand delivery or certified mail, return receipt requested.

b. Notices to the Lessee shall be submitted to:

c. Victor's Garage
1315 W Washington Street
Quincy Fl. 32351

d. Notices to the Lessor shall be submitted to:

Edward J. Dixon
County Administrator
9-B E. Jefferson Street
Quincy, Florida 32351

14. WAIVER OR BREACH. The waiver or breach of any covenant or condition of this Agreement shall not be construed as a waiver or breach of any other covenant or condition of this Agreement or of a subsequent breach of the waived covenant(s) or condition(s).

15. QUIET ENJOYMENT. Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid free from disturbance by Lessor or anyone claiming through, by or under the Lessor.

16. ENTIRE AGREEMENT. The entire agreement between the parties with respect to the subject matter herein is contained in this Lease Agreement. No other agreement, oral or written, regarding the subject matter herein, including but not limited to, any prior lease agreements, shall be deemed to exist or to bind the parties hereto.

17. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all applicable federal, State, and local laws, rules, orders, and regulations, pertaining to their performance under this Agreement.

18. AMENDMENTS TO LEASE AGREEMENT. The conditions and covenants of this Lease Agreement shall not be amended or modified other than in writing signed by the parties hereto. On an annual basis during the Term of the Lease, the Parties shall review the Lease terms, conditions and obligations and the use of the Premises by Lessee and make any mutually

agreeable changes to the lease in the form of a written amendment thereto.

19. **VALIDITY.** The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida, to the extent not preempted by or in conflict with applicable laws of the United States of America. In the event any provision hereof shall be finally determined to be unenforceable and invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Lease Agreement, which shall remain in full force and effect.

20. **VENUE AND WAIVER OF JURY TRIAL.** Any litigation which occurs as a result of this Lease Agreement shall be had in the Second Judicial Circuit of Gadsden County, Florida, and shall be governed by the laws of the State of Florida. The Parties mutually agree to the waiver of a jury trial in any action.

21. **USE OF PATENTED, TRADEMARKED, OR COPYRIGHTED MATERIAL.**

Lessee agrees to assume all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, process, or dramatic rights used on or incorporated in the conduct of any event covered under this Agreement. Lessee agrees to indemnify and hold harmless the County and its employees from all damages, costs, and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Lessee in connection with this Lease Agreement and will defend the County and its employees from and against any action, whether it be groundless or fraudulent.

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IN WITNESS WHEREOF, the Parties hereto have signed and executed this Lease Agreement as of the dates written below.

GADSDEN COUNTY, FLORIDA

By: Gadsden County Board of County Commissioners

BY: _____
Chairman

DATE: _____

ATTEST: Nicholas Thomas, Clerk of the Circuit Court

BY: _____
Deputy Clerk

DATE: _____

Victor's Garage LLC

By: _____

Victor Mayorgan