

RESOLUTION NO. 2026-4

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS; PROVIDING CERTAIN FINDINGS; AUTHORIZING DISPOSITION OF SAID SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 14, 2018, the Levy County Board of County Commissioners (the “Board”) acquired title to certain real property identified as Parcel ID No. 0650200000, located at 310 School Street, Bronson, more particularly described in Exhibit A hereto (the “Property”), which are the subject of this Resolution; and

WHEREAS, the Board finds the Property unusable or not needed for County purposes or usable for affordable housing such that it may be declared surplus pursuant to Section 2-303 of the Levy County Code of Ordinances (the “Code”); and

WHEREAS, pursuant to its declaration as surplus herein, the property may be disposed of according to one of the methods set forth in Section 2-304 of the Code; and

WHEREAS, Section 445.004, Florida Statutes, creates CareerSource, Florida, Inc., as a not-for-profit corporation charged with implementing the federal Workforce Innovation and Opportunity Act in Florida; and

WHEREAS, pursuant to Section 445.007, Florida Statutes, Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CareerSource Citrus|Levy|Marion is a Florida not-for-profit corporation serving as the local workforce board of CareerSource, Florida, Inc. in Levy County (“CareerSource Citrus|Levy|Marion”); and

WHEREAS, CareerSource Citrus|Levy|Marion assists local job seekers and employers by offering free job search assistance, career counseling, training, recruitment, and other services to meet local workforce needs; and

WHEREAS, pursuant to Section 2-304 of the Code, the Board may dispose of surplus real property to governmental or non-profit entities as a non-competitive procurement if such entity will use the surplus property to serve the public or community interest and welfare.

WHEREAS, the Levy County Board of County Commissioners finds that it is in the best interest of the County to declare the Property as surplus and to authorize its disposition.

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

Section 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

Section 2. SURPLUS. The Property, more particularly described in Exhibit A hereto, is hereby declared as surplus pursuant to Section 2-303 of the Code.

Section 3. DISPOSITION. The Levy County Manager or designee is hereby authorized to lease the Property to CareerSource Citrus|Levy|Marion, as a non-profit entity and local workforce board of CareerSource, Florida, Inc., which will utilize the Property to implement the federal Workforce Innovation and Opportunity Act by offering free job search assistance, career counseling, training, recruitment, and other services to meet local workforce needs. The terms and conditions of the lease, including the consideration and term, are set forth in the lease attached hereto as Exhibit B.

Section 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

PASSED AND DULY ADOPTED in regular session, this _____ day of _____
_____, 20____.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA

By: _____
Chairperson

ATTEST:

By: _____
Ex Officio Clerk to the Board

APPROVED AS TO FORM

By: _____
County Attorney

EXHIBIT A

PROPERTY
LEGAL DESCRIPTION

Area to be surplus: Suite D

Parcel ID 0650200000
Property Use 8600 - COUNTY
Taxing District BRONSON SW
Acres 4.42

Physical Address 310 SCHOOL ST
BRONSON
Mailing Address LEVY BOCC
PO DRAWER 129
BRONSON FL 32621

Building Value \$2,365,520
Extra Feature Value \$82,657
Market Land Value \$55,456
Ag Land Value \$55,456
Just Value \$2,503,640
Assessed Value \$2,503,640
Taxable Value \$0

Last 2 Sales
Date Price Reason Qual
n/a 0 n/a n/a
n/a 0 n/a n/a

POWERED BY esri
454400.86, 1859336.22

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS; PROVIDING CERTAIN FINDINGS; AUTHORIZING DISPOSITION OF SAID SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT B

LEASE

COMMERCIAL LEASE AGREEMENT is made by and between Levy County (the "Lessor"), a political subdivision of the State of Florida, and CareerSource Citrus|Levy|Marion, Inc. (the "Lessee"), a Florida not for profit corporation.

WHEREAS, the Lessor is the owner of real property located at 310 School Street, Bronson, FL, and identified as Parcel ID No. 0650200000 (the "Property"); and

WHEREAS, Lessor intends to lease to the Lessee the building on the Property depicted in Exhibit "A" attached hereto (the "Building"), including 930 ft.2 m.o.l, which constitutes the premises contemplated by this Commercial Lease Agreement (the "Leased Premises"); and

WHEREAS, pursuant to Resolution No.2026-1, the Board of County Commissioners of Levy County, Florida, found that the Leased Premises were not needed for county purposes and has been declared surplus; and

WHEREAS, Section 2-304 of the Levy County Code of Ordinances (the "Code"), authorizes the Board to dispose of surplus real property to governmental or non-profit entities as a non-competitive procurement if such entity will use the surplus property to serve the public or community interest and welfare; and

WHEREAS, Lessee was created pursuant to Section 445.007, Florida Statutes, as a Florida not-for-profit corporation serving as the local workforce board of CareerSource, Florida, Inc. in Levy County ("CareerSource Citrus|Levy|Marion"); and

WHEREAS, Lessee assists local job seekers and employers by offering free job search assistance, career counseling, training, recruitment, and other services to meet local workforce needs in implementation of the federal Workforce Innovation and Opportunity Act in Florida; and

NOW, THEREFORE, that for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the foregoing recitals and the Lessor does hereby lease and rent to the Lessee the Leased Premises according to the following terms and conditions:

1. LEASED PREMISES. The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises:

A. The commercial/industrial unit located at 375 Garner Street, Suite D, as set forth in Exhibit A and hereinafter referred to as "Leased Premises."

B. Together with the right to use in common with Lessor, its employees, invites, and customers, and Lessor's other tenants and their employees, invites, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the Leased Premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.

C. Lessee acknowledges that Lessee has inspected the Leased Premises and hereby accepts same in "as is" condition and further acknowledges that Lessor has made no warranties and/or representations regarding the condition of the leased premises.

2. TERM OF LEASE. The term of this Lease shall be for one (1) year, commencing on March 1, 2026 (the "Effective Date") and terminating on March 1, 2027.

3. TERMINATION AND DEFAULT.

A. Either Party may terminate this Commercial Lease Agreement for any reason by providing a written notice of termination at least thirty (30) days in advance. Upon expiration of the Lease, Lessee shall immediately quit and vacate the Leased Premises and deliver possession of the Leased Premises to the Lessor in the same or better condition as the Leased Premises was at the beginning of the Lease. Any tangible property not removed at the end of the initial or any renewal term shall be deemed to have been abandoned by Lessee and become the property of the Lessor.

B. If, through any cause, the Lessor fails to fulfill the obligations under this Agreement, or if the Lessor violates any covenants or stipulations of this Agreement, the Lessee shall thereupon have the right to terminate this Agreement by giving 30 days written notice to the Lessor of such termination. The Lessor shall be entitled to receive payment only for approved costs incurred prior to the effective date of the termination.

C. Lessee shall be in default if Lessee fails to observe or perform in any material respect any covenant, agreement, condition, or provision of this Commercial Lease Agreement and such failure is not cured within fifteen (15) days after Lessee receives notice from the Lessor regarding said default. If Lessee is in default, then Lessor may, by written notice to declare the Commercial Lease Agreement breached and terminate all rights of Lessee hereunder. Lessee shall have up to thirty (30) days from the date of termination to remove Lessee's equipment, furnishings, trade fixtures, improvements, and other tangible personal property from the Leased Premises. After the expiration of the thirty (30) day period, Lessee shall immediately quit and vacate the Leased Premises and deliver possession of the Leased Premises to the Lessor in the same or better condition as the Leased Premises was at the beginning of the Lease. Any tangible property not removed at the end of the thirty (30) day period shall be deemed to have been abandoned by Lessee and become the property of the Lessor.

D. If any rent required by this Commercial Lease Agreement is not paid within thirty (30) days of when due, the Lessor will have the option to:

1. Terminate this lease, resume possession of the Leased Premises, and recover immediately from Lessee the difference between the rent specified herein and the fair rental value of the Leased Premises for the remainder of the term, reduced to present worth, plus legal interest on amounts past due; or

2. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever the Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

3. The Lessor shall have all rights and remedies available to it at law and in equity now or hereafter provided within the State of Florida.

E. No termination of this Commercial Lease Agreement prior to the stated termination of it, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to the termination thereof.

4. RENT; TAXES.

A. Lessee hereby covenants and agrees to pay to the Lessor at 310 School Street, Suite 112 Bronson, FL 32621, or at such other place as the Lessor may from time to time designate in writing, as rental for the Leased Premises during the term of this Lease, payable monthly in advance, beginning on the first day of commencement of this Lease and continuing on the same day of each month thereafter for the entire term of this Lease as follows:

1. Rent in the amount of \$200 per month during the term of this Lease.

2. Utility fees of \$200.00 per month during the term of the Lease to compensate Lessor for water, sewer, and electricity costs for the Leased Premises.

3. Cleaning fees of \$375 per month during the term of the Lease to compensate Lessor for janitorial services for the Leased Premises.

4. In-kind contribution: CareerSource will provide an additional \$10,000 in customized staff training tailored to the needs of the Levy County Board of County Commissioners.

B. If any payment is not received by Lessor by midnight on the 7th day following the day on which the payment is due, a late fee equal to ten percent (10%) of the delinquent payment for each month rent is past due, plus Five Dollars (\$25.00) per day for each day after the 7th day following the day on which the payment is due, shall be due from Lessee to Lessor as additional rent. If any check from Lessee is returned for insufficient funds, or for any other reason, Lessee shall be required to pay the Lessor a service charge of \$75.00 per returned check in addition to the other late charges set forth in this paragraph.

C. Lessee shall additionally be responsible for any and all municipal, county, state, or federal taxes, assessments, or other levies during the term of this Commercial Lease Agreement on the Leased Premises, if any, and for any and all taxes imposed upon its tangible personal property located on the Property, if any.

5. USE.

A. Lessee shall use the Leased Premises solely in performing its functions as the local workforce board of CareerSource, Florida, Inc. in Levy County to assist local job seekers and employers by offering free job search assistance, career counseling, training, recruitment, and other services to meet local workforce needs in implementation of the federal Workforce Innovation and Opportunity Act in Florida. No other uses shall occur on the Leased Premises during the Lease without approval of the Lessor. In the event that the Leased Premises are no longer used or ceases to be used for the stated purpose, the Lease may be immediately terminated at the Lessor's sole discretion.

B. Lessee shall not (i) commit or permit waste or damages to the Leased Premises; (ii) conduct or permit any business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance, including but not limited to illegal drug activity, which shall be subject to all available state and federal penalties; (iii) permit or conduct any business or activity which constitutes a violation of any restrictive covenant; or (iv) store, use, or permit the same of any explosive, or dangerous substances or activities on the Leased Premises.

C. Lessee shall give Lessor prompt written notice of any incident, injury or accident occurring on the Leased Premises or damage occurring to the Leased Premises.

6. ASSIGNMENT. Lessee shall not sublease any part of the Property or assign this Commercial Lease Agreement, in whole or in part, without the prior written consent of the Lessor. In the event of a subletting so approved by Lessor, Lessee shall nevertheless remain obligated to Lessor under the terms of this Commercial Lease Agreement.

7. REPAIRS, ALTERATIONS, AND IMPROVEMENTS. Except as otherwise expressly provided herein, Lessor will provide basic janitorial service (e.g., vacuuming, dusting, trash removal) to the Leased Premises on a daily basis. In addition, Lessor is responsible for repair and maintenance of the structure (e.g., walls, structural members, roof). Lessee shall be responsible for all maintenance, repair, and upkeep of the interior of the Leased Premises, including but not limited to all furnishings, fixtures, equipment, windows and doors (including exterior doors and glass) interior plumbing, HVAC equipment, and appliances located therein. Lessee shall not make any major or significant alterations or changes to the Leased Premises without the prior written approval of Lessor. At the expiration of the Lease, Lessee will quit the Leased Premises and deliver possession of the Leased Premises to the Lessor in the same or better condition as the Leased Premises was at the beginning of the Lease.

8. UTILITIES. Lessor shall subscribe for and pay all charges to provide water, sewer, and electricity for the Leased Premises during the term of this Lease. Lessee shall subscribe for and pay all charges for gas, telecommunications (including internet), and other services and utilities on the Leased Premises during the term of the Lease.

9. ENTRY. Lessor shall have the right to enter the Leased Premises at reasonable hours to inspect the same, provided Lessor shall not unreasonably interfere with Lessee's activities on the Leased Premises.

10. QUIET ENJOYMENT. The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.

11. NOTICES. All notices, communications, and correspondence between the Parties shall be mailed or delivered to the addresses listed below. Notice shall be deemed given when actually received by a Party. Refusal to receive a notice shall constitute receipt of notice.

LESSOR
Mary-Ellen Harper, County Manager
310 School Street
Suite 112
Bronson, FL 32621

(352) 486-5218

harper-mary-ellen@levycounty.org

LESSEE

[TO COME]

12. **NO LIEN ON LESSOR'S INTEREST.** The interests of the Lessor shall not be subject to lien for any improvements made by Lessee. Lessee shall take no action which may result in the attachment of a lien or cloud on the Lessor's interest in or title to the Leased Property. If, as a result of Lessee's actions, a lien or cloud is attached to the Lessor's interest or title to the Property, Lessee shall immediately take all reasonable and necessary steps to remove such lien or cloud.

13. **AMENDMENT.** This Commercial Lease Agreement may be amended, altered, or modified only by written mutual agreement of the Parties.

14. **INSURANCE.** Lessee shall obtain and maintain all insurance necessary or appropriate to insure the liability of the Lessor with respect to the Leased Premises and Lessee's use of the Leased Premises, as provided below. The insurance, as it protects the Lessor's interests, shall be subject to Lessor's reasonable approval and shall cause the Lessor to be named as an additional insured on such policies. A certificate of insurance evidencing proof of such insurance shall be provided to the Lessor annually beginning with the first day of the initial term of the Lease.

WORKERS' COMPENSATION: If Lessee falls under the State of Florida Workers' Compensation Law, coverage shall be provided for all employees. The coverage shall be for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$100,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY INSURANCE - Occurrence Form Required: Coverage shall be Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability, including Premises and Operations with a limit of \$1,000,000. Damage to rented premises shall be included with a limit of \$100,000.

BUSINESS AUTO POLICY: The same limits listed above under CGL shall apply. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.

15. **INDEMNIFICATION.** To the fullest extent permitted by law, Lessee shall indemnify, protect, and hold the Lessor and its officers, agents, and employees acting on behalf of the Lessor, and its respective successors and assigns (collectively, the "Indemnified County Parties") harmless from and defend the Indemnified County Parties against any and all liabilities, claims, damages, losses, penalties, litigation, demands, causes of action, suits, proceedings, judgments, charges, assessments, and expenses (including reasonable attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim or proceeding whether out of court, at trial or in any appellate or administrative proceeding) arising out of or resulting from any negligent or intentional actions or omissions by Lessee, its officers, agents, invitees, or employees. In the case of any action or proceeding being brought against the Indemnified County Parties by reason of any such claim, Lessee, upon notice from the Indemnified County Parties, shall defend the same at Lessee's expense by counsel reasonably satisfactory to the Lessor.

16. **FORCE MAJEURE.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood,

explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this paragraph shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

17. **AUTHORITY.** Lessee warrants and represents to Lessor that Lessee's execution of this Lease has been duly authorized by the Lessee's Board of Directors.

18. **NON-WAIVER OF LESSOR'S RIGHTS.** The failure of Lessor to insist upon strict performance of any of the covenants, conditions, or options of this Commercial Lease Agreement shall not be construed as a waiver or relinquishment in the future of any such covenant, condition, or option, but the same shall be and remain in full force and effect.

19. **NO REALTOR'S FEE.** Lessor and Lessee acknowledge and confirm that neither has dealt with any realtor or broker in connection with the Lease.

20. **PERSONAL PROPERTY.** All trade fixtures, furniture, equipment and other items of personal property on or about the Leased Premises shall be and remain at Lessee's sole risk of loss, except for damage occasioned thereto by the intentional wrongdoing of the Lessor, and Lessee shall be responsible for providing its own insurance coverage for the same. Lessor shall not be liable for any damage to nor loss of such property arising from any acts of negligence or otherwise of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, steam pipes or plumbing fixtures; nor from electric wiring or fixtures; nor from any other cause whatsoever, except for damage occasioned thereto by the intentional wrongdoing of the Lessor; nor shall the Lessor be liable for any injury to employees, agents, invitees, or customers of Lessee or other persons in or about the Leased Premises, except for damage occasioned thereto by intentional wrongdoing of the Lessor.

21. **ENTIRE AGREEMENT.** This Agreement, including its exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements (whether oral or written) between them.

22. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts which have been signed and delivered by each of the parties (a party may execute a copy of this Agreement and deliver it by facsimile transmission; provided, however, that any such party shall promptly deliver an original signed copy of the Agreement).

24. **JURISDICTION AND VENUE.** The exclusive, convenient, and proper venue for any legal proceeding arising out of, or related to, this Agreement shall be Circuit Court in and for Levy County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the Levy County Circuit Court is an improper or inconvenient venue. Moreover, all parties to this Agreement, persons and entities alike, consent to the personal jurisdiction of the Circuit Court in and for Levy County, and irrevocably waive any objections to said jurisdiction.

25. **TIME OF ESSENCE.** Time is of the essence under this Commercial Lease Agreement.

26. RECORDING. The parties agree this Commercial Lease Agreement shall be recorded in the public records of Levy County, Florida. Lessee shall be responsible for any costs associated with recording.

27. COMPLIANCE WITH LAWS. Lessee shall comply with laws, orders, ordinances, and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

IN WITNESS WHEREOF the parties have executed this Commercial Lease Agreement effective as of the date last written below.

CAREERSOURCE CITRUS|LEVY|MARION, INC.

By: _____
Its: _____

Date:

WITNESS:

Name:
Address: _____

WITNESS:

Name:
Address: _____

LEVY COUNTY

Tim Hodge, Chair
Board of County Commissioners

Date:

ATTEST:

Matt Brooks

Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather Encinosa, Esq.
County Attorney

EXHIBIT A

LEASED PREMISES

Suite D: 930 Square Foot Office with Rest Room

