

Triumph Gulf Coast, Inc. Trust Fund Application for Funds

Proposal Instructions: The Triumph Gulf Coast, Inc. Trust Fund Grant Application (this document) must be completed by the entity applying for the grant and signed, as applicable, by either the individual applying for funds, an individual authorized to bind the entity applying for funds, a chief elected official, the administrator for the governmental entity or their designee. Please read the Application carefully as some questions may require a separate narrative to be completed. In addition, please complete all Addendums that may be applicable to the proposed project or program.

Triumph Gulf Coast, Inc. will make awards from available funds to projects or programs that meet the priorities for economic recovery, diversification, and enhancement of the disproportionately affected counties. Triumph Gulf Coast, Inc. may make awards for:

- Ad valorem tax rate reduction within disproportionately affected counties;
- Local match requirements of s. 288.0655 for projects in the disproportionately affected counties;
- Public infrastructure projects for construction, expansion, or maintenance which are shown to enhance economic recovery, diversification, and enhancement of the disproportionately affected counties;
- Grants to local governments in the disproportionately affected counties to establish and maintain equipment and trained personnel for local action plans of response to respond to disasters, such as plans created for the Coastal Impacts Assistance Program;
- Grants to support programs that prepare students for future occupations and careers at K-20 institutions that have campuses in the disproportionately affected counties. Eligible programs include those that increase students' technology skills and knowledge; encourage industry certifications; provide rigorous, alternative pathways for students to meet high school graduation requirements; strengthen career readiness initiatives; fund high-demand programs of emphasis at the bachelor's and master's level designated by the Board of Governors; and, similar to or the same as talent retention programs created by the Chancellor of the State University System and the Commission of Education; encourage students with interest or aptitude for science, technology, engineering, mathematics, and medical disciplines to pursue postsecondary education at a state university or a Florida College System institution within the disproportionately affected counties;
- Grants to support programs that provide participants in the disproportionately affected counties with transferable, sustainable workforce skills that are not confined to a single employer; and
- Grants to the tourism entity created under s. 288.1226 for the purpose of advertising and promoting tourism and Fresh From Florida, and grants to promote workforce and infrastructure, on behalf of all of the disproportionately affected counties.

Pursuant to Florida Law, Triumph Gulf Coast, Inc. will provide priority consideration to Applications for projects or programs that:

- Generate maximum estimated economic benefits, based on tools and models not generally employed by economic input-output analyses, including cost-benefit, return-on-investment, or dynamic scoring techniques to determine how the long-term economic growth potential of the disproportionately affected counties may be enhanced by the investment.
- Increase household income in the disproportionately affected counties above national average household income.
- Leverage or further enhance key regional assets, including educational institutions, research facilities, and military bases.
- Partner with local governments to provide funds, infrastructure, land, or other assistance for the project.
- Benefit the environment, in addition to the economy.
- Provide outcome measures.
- Partner with K-20 educational institutions or school districts located within the disproportionately affected counties as of January 1, 2017.
- Are recommended by the board of county commissioners of the county in which the project or program will be located.
- Partner with convention and visitor bureaus, tourist development councils, or chambers of commerce located within the disproportionately affected counties.

Additionally, the Board of Triumph Gulf Coast, Inc. may provide discretionary priority to consideration of Applications for projects and programs that:

- Are considered transformational for the future of the Northwest Florida region.
- May be consummated quickly and efficiently.
- Promote net-new jobs in the private sector with an income above regional average household income.
- Align with Northwest Florida FORWARD, the regional strategic initiative for Northwest Florida economic transformation.
- Create net-new jobs in targeted industries to include: aerospace and defense, financial services/shared services, water transportation, artificial intelligence, cybersecurity, information technology, manufacturing, and robotics.
- Promote industry cluster impact for unique targeted industries.
- Create net-new jobs with wages above national average wage (*e.g.*, similar to EFI QTI program, measured on graduated scale).
- Are located in Rural Area of Opportunity as defined by the State of Florida (DEO).
- Provide a wider regional impact versus solely local impact.
- Align with other similar programs across the regions for greater regional impact, and not be duplicative of other existing projects or programs.
- Enhance research and innovative technologies in the region.
- Enhance a targeted industry cluster or create a Center of Excellence unique to Northwest Florida.

- Create a unique asset in the region that can be leveraged for regional growth of targeted industries.
- Demonstrate long-term financial sustainability following Triumph Gulf Coast, Inc. funding.
- Leverage funding from other government and private entity sources.
- Provide local investment and spending.
- Are supported by more than one governmental entity and/or private sector companies, in particular proposed projects or programs supported by more than one county in the region.
- Provide clear performance metrics over duration of project or program.
- Include deliverables-based payment system dependent upon achievement of interim performance metrics.
- Provide capacity building support for regional economic growth.
- Are environmentally conscious and business focused.
- Include Applicant and selected partners/vendors located in Northwest Florida.

Applications will be evaluated and scored based on compliance with the statutory requirements of the Triumph Gulf Coast legislation, including but not limited to the priorities identified therein and the geographic region served by the proposed project or program.

Applicant Information

Name of Individual (if applying in individual capacity): _____

Name of Entity/Organization: **Veteran's Holdings, Inc and CJS 331 LLC**

Background of Applicant Individual/Entity/Organization: **SEE ATTACHMENT 1**

(If additional space is needed, please attach a Word document with your entire answer.)

Federal Employer Identification Number: **Veteran's Holdings, Inc.: 81-3478926,**
CJS 331, LLC: 82-4019714

Contact Information:

Primary Contact Information: Julie Connel Smith

Title: CEO/Founder

Mailing Address: 1705 Metropolitan Blvd. Suite 102, Tallahassee, FL 32308

Phone: 850 556-0366

Email: JulieConnel@VeteransLodge.org

Website: VeteransLodge.org

Identify any co-applicants, partners, or other entities or organizations that will have a role in the proposed project or program and such partners proposed roles.

SEE ATTACHMENT 2

(If additional space is needed, please attach a Word document with your entire answer.)

Total amount of funding requested from Triumph Gulf Coast: **SEE ATTACHMENT 3**

Has the applicant in the past requested or applied for funds for all or part of the proposed project/program?

Yes ☐ **No**

If yes, please provide detailed information concerning the prior request for funding, including:

- the date the request/application for funding was made;
- the source to which the request/application for funding was made,
- the results of the request/application for funding, and
- projected or realized results and/or outcomes from prior funding.

SEE ATTACHMENT 4

(If additional space is needed, please attach a Word document with your entire answer.)

Describe the financial status of the applicant and any co-applicants or partners:

SEE ATTACHMENT 5

(If additional space is needed, please attach a Word document with your entire answer.)

In a separate attachment, please provide financial statements or information that details the financial status of the applicant and any co-applicants or partners.

SEE ATTACHMENT 5A

Has the applicant or any co-applicants, partners or any associated or affiliated entities or individuals filed for bankruptcy in the last ten (10) years? **NO**

☐ **Yes** ☐ **No**

If yes, please identify the entity or individual that filed for bankruptcy and the date of filing.

N/A

(If additional space is needed, please attach a Word document with your entire answer.)

Eligibility

Pursuant to Section 288.8017, Triumph Gulf Coast, Inc. was created to make awards from available funds to projects or programs that meet the priorities for economic recovery, diversification, and enhancement of the disproportionately affected counties. The disproportionately affected counties are: Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Walton County, or Wakulla County. *See*, Section 288.08012.

1. From the choices below, please check the box that describes the purpose of the proposed project or program (check all that apply): **APPLICABLE CHOICES ARE IN BOLD**
 - ☐ Ad valorem tax rate reduction within disproportionately affected counties
 - ☐ **Local match requirements of s. 288.0655 for projects in the disproportionately affected counties;**
 - ☐ **Public infrastructure projects for construction, expansion, or maintenance which are shown to enhance economic recovery, diversification, and enhancement of the disproportionately affected counties;**
 - ☐ Grants to local governments in the disproportionately affected counties to establish and maintain equipment and trained personnel for local action plans of response to respond to disasters, such as plans created for the Coastal Impacts Assistance Program;
 - ☐ **Grants to support programs that prepare students for future occupations and careers at K-20 institutions that have campuses in the disproportionately affected counties. Eligible programs include those that increase students' technology skills and knowledge; encourage industry certifications; provide rigorous, alternative pathways for students to meet high school graduation requirements; strengthen career readiness initiatives; fund high-demand programs of emphasis at the bachelor's and master's level designated by the Board of Governors; and, similar to or the same as talent retention programs created by the Chancellor of the State University System and the Commission of Education, encourage students with interest or aptitude for science, technology, engineering, mathematics, and medical disciplines to pursue postsecondary education at a state university or a Florida College System institution within the disproportionately affected counties;**
 - ☐ **Grants to support programs that provide participants in the disproportionately affected counties with transferable, sustainable workforce skills that are not confined to a single employer; and**
 - ☐ Grants to the tourism entity created under s. 288.1226 for the purpose of advertising and promoting tourism and Fresh from Florida, and grants to promote workforce and infrastructure, on behalf of all of the disproportionately affected counties.

2. Provide the title and a detailed description of the proposed project or program, including the location of the proposed project or program, a detailed description of, and quantitative evidence demonstrating how the proposed project or program will promote economic recovery, diversification, and enhancement of the disproportionately affected counties, a proposed timeline for the proposed project or program, and the disproportionately affected counties that will be impacted by the proposed project or program.

SEE ATTACHMENTS:

Attachment 6 – Title and Detailed Description and Location of Proposed Project

Attachment 7 – University of West Florida Haas Center – Sensitivity Analysis: Economic Impact Results

Attachment 9 - Veteran’s Lodge Professional Services Reimbursement and Cost Analysis

Attachment 11 – Letter from Walton County Economic Development Alliance – regarding economic recovery, diversification and enhancement of the disproportionately affected counties

Attachment 12 – Proposed Timeline for Development

3. Explain how the proposed project or program is considered transformational and how it will affect the disproportionately affected counties in the next ten (10) years.

SEE ATTACHMENTS 6 and 7

(If additional space is needed, please attach a Word document with your entire answer.)

4. Describe data or information available to demonstrate the viability of the proposed project or program.

See Attachment 8 – Forecast of Financial Performance – Graystone Assisted Living

See Attachment 9 – Veterans Lodge Patient Reimbursement and Cost Analysis

5. Describe how the impacts to the disproportionately affected counties will be measured long term.

In cooperation with CareerSource, Veteran’s Lodge will measure/track the placement of Veterans in their chosen career paths.

6. Describe how the proposed project or program is sustainable. (Note: Sustainable means how the proposed project or program will remain financially viable and continue to perform in the long-term after Triumph Gulf Coast, Inc. funding.)

See Attachment 8 – Forecast of Financial Performance – Graystone Assisted Living

See Attachment 9 – Veterans Lodge Patient Reimbursement and Cost Analysis

7. Describe how the deliverables for the proposed project or program will be measured.
Veterans Lodge will be measuring Veterans functional improvement related to vocation, recreation and self-care activities of daily living. Veterans Lodge will also measure their improved mobility skills with measurable improved use of extremity’s with activities.

Priorities

1. Please check the box if the proposed project or program will meet any of the following priorities (check all that apply): **APPLICABLE PRIORITIES ARE IN BOLD**

- ☐ Generate maximum estimated economic benefits, based on tools and models not generally employed by economic input-output analyses, including cost-benefit, return-on-investment, or dynamic scoring techniques to determine how the long-term economic growth potential of the disproportionately affected counties may be enhanced by the investment.
- ☐ Increase household income in the disproportionately affected counties above national average household income.
- ☐ **Leverage or further enhance key regional assets, including educational institutions, research facilities, and military bases.**

- ☐ Partner with local governments to provide funds, infrastructure, land, or other assistance for the project.
- ☐ Benefit the environment, in addition to the economy. Provide outcome measures.
- ☐ Partner with K-20 educational institutions or school districts located within the disproportionately affected counties as of January 1, 2017.
- ☐ Are recommended by the board of county commissioners of the county in which the project or program will be located.
- ☐ Partner with convention and visitor bureaus, tourist development councils, or chambers of commerce located within the disproportionately affected counties.

2. Please explain how the proposed project meets the priorities identified above.

PLEASE SEE ATTACHMENTS 6, 7, 8 AND 9

3. Please explain how the proposed project or program meets the discretionary priorities identified by the Board.

PLEASE SEE ATTACHMENT 10 – Discretionary Priorities

4. In which of the eight disproportionately affected county/counties is the proposed project or program located? (Circle all that apply) **APPLICABLE COUNTY IN BOLD**

Escambia Santa Rosa Okaloosa **Walton** Bay Gulf Franklin Wakulla

5. Was this proposed project or program on a list of proposed projects and programs submitted to Triumph Gulf Coast, Inc., by one (or more) of the eight disproportionately affected Counties as a project and program located within its county? **NOTED IN BOLD**
☐ **Yes** ☐ No

If yes, list all Counties that apply: Walton

6. Does the Board of County Commissioners for each County listed in response to question 5, above, recommend this project or program to Triumph? **NOTED IN BOLD**

☐ **Yes** ☐ No

****Please attach proof of recommendation(s) from each County identified.**

PLEASE SEE ATTACHMENTS 11, 11A, AND 11B

Approvals and Authority

1. If the Applicant is awarded grant funds based on this proposal, what approvals must be obtained before Applicant can execute an agreement with Triumph Gulf Coast, Inc.?
NONE
(If additional space is needed, please attach a Word document with your entire answer.)
2. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the entity and Triumph Gulf Coast:
- A. Provide the schedule of upcoming meetings for the group for a period of at least six months.
 - B. State whether that group can hold special meetings, and if so, upon how many days' notice.

N/A

3. Describe the timeline for the proposed project or program if an award of funding is approved, including milestones that will be achieved following an award through completion of the proposed project or program.

PLEASE SEE ATTACHMENT 12

4. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the entity applying for funding. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc. In addition, please attach any support letters from partners.
PLEASE SEE ATTACHMENTS 13 – Veteran’s Holdings, INC IRS Letter of Determination, ATTACHMENT 13A – CJS 331 LLC IRS Letter of Determination, ATTACHMENT 13B -CJS 331 LLC DOCUMENTS, and ATTACHMENTS 14 - SUPPORT LETTERS FROM PARTNERS

Funding and Budget:

Pursuant to Section 288.8017, awards may not be used to finance 100 percent of any project or program. An awardee may not receive all of the funds available in any given year.

1. Identify the amount of funding sought from Triumph Gulf Coast, Inc. and the time period over which funding is requested.

\$25,000,000.00 over 12-24 months

2. What percentage of total program or project costs does the requested award from Triumph Gulf Coast, Inc. represent? (Please note that an award of funding will be for a defined monetary amount and will not be based on percentage of projected project costs.)
50% (PLEASE SEE ATTACHMENT 3)

3. Please describe the types and number of jobs expected from the proposed project or program and the expected average wage.

Types of jobs include medical, education, distribution, logistics, cybersecurity. SEE ATTACHMENT 7

4. Does the potential award supplement but not supplant existing funding sources? If yes, describe how the potential award supplements existing funding sources.

☐ **Yes** ☐ **No**

PLEASE SEE ATTACHMENT 3

5. Please provide a Project/Program Budget. Include all applicable costs and other funding sources available to support the proposal. **PLEASE SEE ATTACHMENT 3**

A. Project/Program Costs:

Example Costs (Note: Not exhaustive list of possible Cost categories.)

Construction	\$ _____
Reconstruction	\$ _____
Design & Engineering	\$ _____
Land Acquisition	\$ _____
Land Improvement	\$ _____
Equipment	\$ _____
Supplies	\$ _____
Salaries	\$ _____

Other (specify) \$ _____

Total Project Costs: \$ _____

B. Other Project Funding Sources: **PLEASE SEE ATTACHMENTS 3, 8 AND 9**

Example Funding Sources (Note: Not an exhaustive list of possible Funding Sources.)

City/County \$ _____

Private Sources \$ _____

Other (e.g., grants, etc.) \$ _____

Total Other Funding \$ _____

Total Amount Requested: \$ _____

Note: The total amount requested must equal the difference between the costs in 3A. and the other project funding sources in 3.B.

C. Provide a detailed budget narrative, including the timing and steps necessary to obtain the funding and any other pertinent budget-related information.

PLEASE SEE ATTACHMENTS:

3 – PROPOSED BUDGET

12 – PROPOSED TIMELINE

14 – LETTERS OF SUPPORT FROM PARTNERS AND CO-APPLICANTS

15 – VETERANS LODGE INFRASTRUCTURE BUDGET

15A – VETERANS LODGE SITE DEVELOPMENT AND CONCEPTUAL BUDGET -
(KILLIAN CONSTRUCTION)

(If additional space is needed, please attach a Word document with your entire answer.)

Applicant understands that the Triumph Gulf Coast, Inc. statute requires that the award contract must include provisions requiring a performance report on the contracted activities, must account for the proper use of funds provided under the contract, and must include provisions for recovery of awards in the event the award was based upon fraudulent information or the awardee is not meeting the performance requirements of the award. **NOTED IN BOLD**

☐ **Yes** ☐ No

Applicant understands that awardees must regularly report to Triumph Gulf Coast, Inc. the expenditure of funds and the status of the project or program on a schedule determined by Triumph Gulf Coast, Inc. **NOTED IN BOLD**

☐ **Yes** ☐ No

Applicant acknowledges that Applicant and any co-Applicants will make books and records and other financial data available to Triumph Gulf Coast, Inc. as necessary to measure and confirm performance metrics and deliverables. **NOTED IN BOLD**

☐ **Yes** ☐ No

Applicant acknowledges that Triumph Gulf Coast, Inc. reserves the right to request additional information from Applicant concerning the proposed project or program. **NOTED IN BOLD**

☐ **Yes** ☐ No

ADDENDUM FOR INFRASTRUCTURE PROPOSALS:

1. Program Requirements **NOTED IN BOLD**

- A. Is the infrastructure owned by the public?
☐ **Yes** ☐ No
- B. Is the infrastructure for public use or does it predominately benefit the public?
☐ **Yes** ☐ No
- C. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?
☐ Yes ☐ **No**
- D. Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current and future businesses.

SEE ATTACHMENTS 6 (Project Narrative), 7 (Univ. of W. Florida letter) and 16 (PDP Veterans Crossing)

- E. Provide a detailed description of, and quantitative evidence demonstrating how the proposed public infrastructure project will promote:
- Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.

SEE ATTACHMENTS 6, 7 AND 16

2. Additional Information **NOTED IN BOLD**

- A. Is this project an expansion of existing infrastructure project?
☐ **Yes** ☐ No
- B. Provide the proposed beginning commencement date and number of days required to complete construction of the infrastructure project.
PLEASE SEE ATTACHMENT 12-TIMELINE
-

- C. What is the location of the public infrastructure? (Provide the road number, if applicable.)

PLEASE SEE ATTACHMENT 16 – VETERANS CROSSING PDP

- D. Who is responsible for maintenance and upkeep? (Indicate if more than one are applicable.)

PLEASE SEE ATTACHMENTS 6 AND 16

- E. What permits are necessary for the infrastructure project?

PLEASE SEE ATTACHMENT 16

Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

PLEASE SEE ATTACHMENT 16

- F. What is the future land use and zoning designation on the proposed site of the Infrastructure improvement, and will the improvements conform to those uses?

PLEASE SEE ATTACHMENT 16

- G. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline
☐ **Yes** ☐ No
-

PLEASE SEE ATTACHMENT 16 – Veterans Crossing PDP

- H. Does this project have a local match amount? If yes, please describe the entity providing the match and the amount. **NOTED IN BOLD**
☐ **Yes** ☐ No

The City of Defuniak Springs is waiving tap fees and is making adjustments on pricing for water and sewer fees; as well as lending use of the City engineering staff.

- I. Provide any additional information or attachments to be considered for this proposal.

PLEASE SEE ATTACHMENT 17 – CONCEPT SITE PLAN BINDER,

ATTACHMENT 18 – CONCEPTUAL PRICING BINDER – MAIN LODGE,

AND ATTACHMENT 19 – LETTER RE NEW MARKET TAX CREDITS

ADDENDUM FOR WORKFORCE TRAINING PROPOSALS

1. Program Requirements

- A. Will this proposal support programs that prepare students for future occupations and careers at K-20 institutions that have campuses in the disproportionately affected counties? If yes, please identify where the campuses are located and provide details on how the proposed programs will prepare students for future occupations and at which K-20 institutions that programs will be provided.

☐ Yes ☐ No

YES, PLEASE SEE ATTACHMENT 6

- B. Will the proposed program (check all that apply): **NOTED BY UNDERLINE**

- ☐ Increase students' technology skills and knowledge
☐ Encourage industry certifications
☐ Provide rigorous, alternative pathways for students to meet high school graduation requirements
☐ Strengthen career readiness initiatives
☐ Fund high-demand programs of emphasis at the bachelor's and master's level designated by the Board of Governors
☐ Encourage students with interest or aptitude for science, technology, engineering, mathematics, and medical disciplines to pursue postsecondary education at a state university or a Florida College System institution within the disproportionately affected counties (similar to or the same as talent retention programs created by the Chancellor of the State University System and the Commission on Education)

For each item checked above, describe how the proposed program will achieve these goals

PLEASE SEE ATTACHMENTS 6 AND 20

- C. Will this proposal provide participants in the disproportionately affected counties with transferable, sustainable workforce skills but not confined to a single employer? If yes, please provide details. **YES, PLEASE SEE ATTACHMENT 6**

☐ Yes ☐ No

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- D. Identify the disproportionately affected counties where the proposed programs will operate or provide participants with workforce skills.

WALTON COUNTY

- E. Provide a detailed description of, and quantitative evidence demonstrating how the proposed project or program will promote:
- Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.
-

PLEASE SEE ATTACHMENTS 6 AND 7

2. Additional Information

- A. Is this an expansion of an existing training program? Is yes, describe how the proposed program will enhance or improve the existing program and how the proposal program will supplements but not supplant existing funding sources.
- ☐ Yes ☐ No

YES, PLEASE SEE ATTACHMENTS 6 AND 20

- B. Indicate how the training will be delivered (*e.g.*, classroom-based, computer based, other).
- If in-person, identify the location(s) (*e.g.*, city, campus, etc.) where the training will be available.

If computer-based, identify the targeted location(s) (e.g., city, county) where the training will be available.

PLEASE SEE ATTACHMENTS 6 AND 20

- C. Identify the number of anticipated enrolled students and completers.

PLEASE SEE ATTACHMENTS 6 AND 7

Specific data TBD

- D. Indicate the length of the program (e.g, quarters, semesters, weeks, months, etc.) including anticipated beginning and ending dates.

PLEASE SEE ATTACHMENT 20 – Specific data TBD

- E. Describe the plan to support the sustainability of the proposed program.

PLEASE SEE ATTACHMENTS 6, 9, AND 20

- F. Identify any certifications, degrees, etc. that will result from the completion of the program.

PLEASE SEE ATTACHMENTS 6 AND 20

- G. Does this project have a local match amount? If yes, please describe the entity providing the match and the amount.

☐ Yes

☐ No

TO BE DETERMINED

- H. Provide any additional information or attachments to be considered for this proposal.

ADDENDUM FOR AD VALOREM TAX RATE REDUCTION:

1. Program Requirements

- A. Describe the property or transaction that will be supported by the ad valorem tax rate reduction.

(If additional space is needed, please attach a Word document with your entire answer.)

- B. Provide a detailed explanation of how the ad valorem tax rate reduction will connect to a broader economic recovery, diversification, enhancement of the disproportionately affected counties and/or enhancement of a targeted industry.

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Provide a detailed description of the quantitative evidence demonstrating how the proposed ad valorem tax reduction will promote:
- Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.

(If additional space is needed, please attach a Word document with your entire answer.)

2. Additional Information

- A. What is the location of the property or transaction that will be supported by the ad valorem tax rate reduction?

(If additional space is needed, please attach a Word document with your entire answer.)

- B. Detail the current status of the property or transaction that will be supported by the ad valorem tax rate reduction and provide a detailed description of when and how the ad valorem tax rate reduction will be implemented.

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Does this proposed project have a local match amount? If yes, please describe the entity providing the match and the amount.
☐ Yes ☐ No

(If additional space is needed, please attach a Word document with your entire answer.)

- D. Provide any additional information or attachments to be considered for this proposal.

(If additional space is needed, please attach a Word document with your entire answer.)

**ADDENDUM FOR LOCAL MATCH REQUIREMENTS OF SECTION 288.0655,
FLORIDA STATUTES**

1. Program Requirements

- A. Describe the local match requirements of Section 288.0655 and the underlying project, program or transaction that will be funded by the proposed award.

(If additional space is needed, please attach a Word document with your entire answer.)

- B. Provide a detailed explanation of how the local match requirements and the underlying project or program will connect to a broader economic recovery, diversification, enhancement of the disproportionately affected counties and/or enhancement of a targeted industry.

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Provide a detailed description of, and quantitative evidence demonstrating how the proposed local match requirements will promote:
- Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.

(If additional space is needed, please attach a Word document with your entire answer.)

2. Additional Information

- A. What is the location of the property or transaction that will be supported by the local match requirements?

(If additional space is needed, please attach a Word document with your entire answer.)

- B. Detail the current status of the property or transaction that will be supported by the local match requirement and provide a detailed description of when and how the local match requirement will be implemented.

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Provide any additional information or attachments to be considered for this proposal.

(If additional space is needed, please attach a Word document with your entire answer.)

ADDENDUM FOR LOCAL ACTION PLAN

1. Program Requirements

- A. Describe how the proposed award will establish and maintain equipment and trained personnel for local action plans of response to respond to disasters.
- B. Describe the type and amount of equipment and trained personnel that will be established or maintained by the proposed award.
- C. Identify the specific local action plans (*e.g.*, Coastal Impacts Assistance Program) that will benefit from the proposed award.
- D. Provide a detailed explanation of how the proposed award will connect to a broader economic recovery, diversification, enhancement of the disproportionately affected counties and/or enhancement of a targeted industry.

(If additional space is needed, please attach a Word document with your entire answer.)

- E. Provide a detailed description of the quantitative evidence demonstrating how the proposed will promote:
 - Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.

(If additional space is needed, please attach a Word document with your entire answer.)

2. Additional Information

- A. What is the location of the local action program that will be supported by the proposed award?

(If additional space is needed, please attach a Word document with your entire answer.)

- B. Detail the current status of the local action plans (*e.g.*, new plans, existing plans, etc.) that will be supported by the proposed award and provide a detailed description of when and how the proposed award will be implemented.

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Provide any additional information or attachments to be considered for this proposal.

(If additional space is needed, please attach a Word document with your entire answer.)

ADDENDUM FOR ADVERTISING/PROMOTION

1. Program Requirements

- A. Is the applicant a tourism entity created under s. 288.1226, Florida Statutes?

☐ Yes ☐ No

- B. Does the applicant advertise and promote tourism and Fresh From Florida? If yes, provide details on how it advertises and promotes tourism and Fresh From Florida.

☐ Yes ☐ No

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Does the proposed award promote workforce and infrastructure on behalf of the disproportionately affected counties? If yes, describe how workforce and infrastructure is promoted on behalf of the disproportionately affected counties.

☐ Yes ☐ No

(If additional space is needed, please attach a Word document with your entire answer.)

- D. Provide a detailed explanation of how the proposed award will connect to a broader economic recovery, diversification, enhancement of the disproportionately affected counties and/or enhancement of a targeted industry.
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(If additional space is needed, please attach a Word document with your entire answer.)

- E. Provide a detailed description of the quantitative evidence demonstrating how the proposed will promote:

- Economic recovery,
 - Economic Diversification,
 - Enhancement of the disproportionately affected counties,
 - Enhancement of a Targeted Industry.
-

(If additional space is needed, please attach a Word document with your entire answer.)

2. Additional Information

- A. Describe the advertising and promotion mediums and locations where the advertising and promotion will occur.

(If additional space is needed, please attach a Word document with your entire answer.)

- B. Detail the current status of the advertising and promotion (*e.g.*, new plans, existing plans, etc.) that will be supported by the proposed award and provide a detailed description of when and how the proposed award will be implemented.

(If additional space is needed, please attach a Word document with your entire answer.)

- C. Provide any additional information or attachments to be considered for this proposal.

(If additional space is needed, please attach a Word document with your entire answer.)

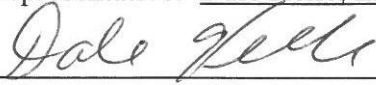
I, the undersigned, do hereby certify that I have express authority to sign this proposal on my behalf or on behalf of the above-described entity, organization, or governmental entity:

Name of Co-Applicant: CJS 331, LLC

Name of Authorized Representative: Dale Helle, Executive Director

Name and Title

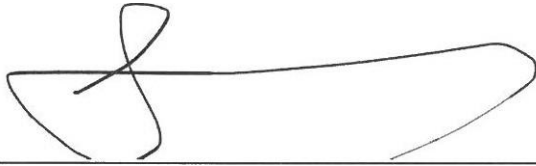
Signature:



12/6/2018

Name of Co-Applicant: Veteran's Holdings, Inc.

Name and Title of Authorized Representative: Julie Smith; Founder and CEO



Representative Signature:

Signature Date: 12/5/2018

Attachment 1:

Triumph Gulf Coast, Inc. Trust Fund Application for Funds

Attachment 1: Background of Applicant Individual/Entity/Organization

Julie Connell Smith, *Founder and CEO*

Julie's professional career was comprised of brokering the selling and purchasing of large tracts of land between some of the largest purchasers in the United States. Personal experiences with wounded veterans inspired her to create a place of love, healing, and support for servicemen and women and their families, that became Julie Smith's personal mission and life passion. For the last several years, Julie has turned her boundless energy and relentless efforts towards aiding returning and retired veterans. She conceived Veterans Lodge as an environment where veterans can safely begin transitioning back to civilian life.

Robert Stockdale, Director Architecture, The Killian Group

Tony Dorsey, *CFO*

Anthony W. "Tony" Dorsey, C.P.A., P.A., graduated from the University of Georgia where he received his degree in accounting. He maintains a practice in Tallahassee and has provided a wide array of accounting services, including extensive work for not-for-profits, for over 44 years. A member of both the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants, Dorsey has served as an expert witness in both federal and state court. Additionally, Tony has served on the boards of Goodwill Industries, his local YMCA, and as a non-lawyer on the Florida Bar Grievance Committee. For over seven years Dorsey has volunteered his services, valued at upwards of \$250,000, to Veteran's Lodge. His affinity for the project stems from his father and uncles having served in WWII.

Kirk J. Mauro, M.D., *Chief Medical Director*

Dr. Mauro received his undergraduate and medical degrees from the University of Pittsburgh. He is board certified in Physical Medicine and Rehabilitation. He also holds certifications from the American Board of Independent Medical Examiners and the American Academy of Disability Evaluating Physicians. He was awarded Medical Director of the year in 1995 by HealthSouth Corporation and Most Valuable Physician in 2005 by Pain Care, Inc. He is currently the Director of Medical Rehabilitation Specialists in Tallahassee, FL, where his services include EMG/NCV's, independent medical evaluations, medical-legal consultations and treatment for both office and hospital patients. Dr. Mauro has privileges at Tallahassee Memorial Hospital, Capital Regional Medical Center, HealthSouth Rehabilitation Hospital and Select Specialty Care Hospital. He is currently in private practice and has served or is currently serving as a director for several major healthcare providers.

Additional executive team members are currently being assessed.

Other organizations currently involved in Veterans Lodge include The Killian Group LLC (Construction), CJS 331 LLC (Developer), Merrill Pastor & Colgan (Architect), EDSA (Land Planner), JP Engineering (Civil Engineer), Wavecrest Securities. Additional organizations will include the Emerald Coast Technical College and Lecom Dental College and other local, state and federal entities.

Triumph Gulf Coast, Inc. Trust Fund Application for Funds

Attachment 2: Identify any co-applicants, partners, or other entities or organizations that will have a role in the proposed project or program and such partners proposed roles.

Partners include the following:

Morgan Stanley – Proposed role is to provide permanent financing after construction is complete.

Prime, Inc. – is ready, willing, and able to support, in their respective roles, the development of the Veterans Crossing/ Veterans Lodge.

Wavecrest Securities- proposed role is to provide construction loan.

CareerSource – CareerSource will be facilitating retiring military and other veterans job placement in collaboration with Veterans Lodge.

Emerald Coast Technical College (ECTC) - Proposed role is to provide job training for veterans on both the ECTC campus as well as the Veterans Lodge campus.

Lecom School of Dental Medicine - Proposed role is to provide dental services to veterans as well as enrolling veterans in the dental school program for future employment.

Walton County Board of County Commissions – Proposed role involves working with FDOT to build an east-west connector road from U.S. Highway 331 to Highway 280 on the Veterans Lodge property (5M has been appropriated for this project).

Greystone Corporation has committed to manage and operate facilities on the Veterans Lodge property for Senior Care/Independent Living, Assisted Living and Memory Care.

O'Reilly Hospitality Management, LLC has begun process to establish demand, style and size of hotel to fit the needs of the Veterans Lodge Community.

The City of Defuniak Springs has committed to waive tap fees for Veterans Lodge and abatements on water and sewer fees.

Triumph Gulf Coast, Inc. Trust Fund Application for Funds

Attachment 3: Total amount of funding requested from Triumph Phase 1: 12-24 months

Site Infrastructure	\$	20,568,217.00
Building (Education and Training)	\$	1,515,000.00
Rehabilitation Center	\$	5,268,270.00
Police Substation	\$	200,000.00
Assisted Living/ Memory Care	\$	9,625,000.00
Land Cost	\$	6,000,000.00
Chapel	\$	1,250,000.00
Connector Road	\$	5,706,207.00
Engineering	\$	500,000.00
TOTAL BUDGET	\$	50,632,694.00
TRIUMPH GULF COAST FUND REQUEST	\$	25,000,000.00
MATCHING FUNDING	\$	25,632,694.00

MATCHING FUNDING BREAKDOWN

Land Cost/Engineering	\$	6,500,000.00
Connector Road	\$	5,706,207.00
NMTC	\$	9,294,122.00
Financing	\$	4,132,365.00
TOTAL	\$	25,632,694.00

Triumph Gulf Coast, Inc. Trust Fund Application for Funds

Attachment 4: Has the applicant in the past requested or applied for funds for all or part off the proposed project/program. YES

If yes, please provide detailed information concerning the prior request for funding including:

The date the request /application for funding was made: November 15, 2017

The source to which the request/application for funding was made: Triumph Gulf Coast, Inc. Trust Fund

The results of the request/application for funding: Approved to advance to full application

Projected or realized results and/or outcomes from prior funding: N/A

CJS 331, LLC
INCOME
STATEMENT

November 30, 2018

Construction Revenue

Cost of construction- Direct 136,040

Gross Margin (136,040)

Gross Margin % #DIV/O!

Exp -

General & Administrative _____ -

Other Income (Expense)

EBITDA (136,040) _____

Depreciation Expense

Interest Expense

Net Income Before Taxes (136,040)

Less Income Tax _____ -

Net Income \$ (136,040)

CJS 331, LLC
BALANCE SHEET

November 30, 2018

ASSETS Current

Assets:

Cash	\$ -
Contracts Receivable	-
Costs in Excess of Billings	-

Total Current Assets

Property, Plant, & Equipment (at cost):

Less: Accumulated Depreciation	6,661 ,407	
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Total Property, Plant, Equipment	6,661 ,407
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TOTAL ASSETS	6,661 ,407	\$ 6,661,407
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Consolidated
Totals

Land	6,661 ,407
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LIABILITIES & EQUITY Liabilities:

Current Liabilities:

136,040

Total Current Liabilities	136,040
---------------------------	---------

136,040

Total Liabilities

Stockholder's Equity:

Net Income	(136,040)
Retained Earnings	

Stockholder Note Receivable	6,661
	,407

Accounts Payable-Construction

Confidential: For Internal Use
Only.

Total Stockholder's Equity

6,525,367

TOTAL LIABILITIES & EQUITY

6,661
,407

\$ 6,661,407

8:19 AM

08/22/18

Accrual Basis

VETERANS HOLDINGS, INC.

Balance Sheet

As of August 22, 2018

		Aug 22, 18
ASSETS		
Current Assets		
Checking/Savings		
FARMERS AND MERCHANTS	400,813.66	
Morgan Stanley	2,801.70	
Total Checking/Savings	403,615.36	
Total Current Assets	403,615.36	
TOTAL ASSETS	403,615.36	
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Consultant Fees Payable	53,000.00	
Loan Payable	300,000.00	
Loans Julie Smith	8,248.34	
Payable to Broad & Cassel	50,000.00	
Total Other Current Liabilities	411,248.34	
Total Current Liabilities	411,248.34	
Total Liabilities	411,248.34	
Equity		
Unrestricted Net Assets	10,308.27	
Net Income	-17,941.25	
Total Equity	-7,632.98	
TOTAL LIABILITIES & EQUITY	403,615.36	

Triumph Gulf Coast, Inc. Trust Fund Application for Funds

Attachment 6: Provide the title and a detailed description of the proposed project or program, including the location of the proposed project or program, a detailed description of, and quantitative evidence demonstrating how the proposed project or program will promote economic recovery, diversification, and enhancement of the disproportionately affected counties, a proposed timeline for the proposed project or program, and the disproportionately affected counties that will be impacted by the proposed project or program.

Veterans Lodge is an unprecedented and significant commitment to the present and future welfare of our veterans. It is a project never before undertaken by either public or private groups. Envision a community where veterans can come together to heal — both in mind and body — and take the important steps to realize a successful future. The Lodge will be a place where veterans become financially independent, physically sound and psychologically fit by creating a welcoming atmosphere, free of judgment replete with inspiration and opportunity. The primary focus will be on veteran's abilities, not disabilities. It will serve as an icon for others to follow in both private and public partnerships. It will be a place where veterans know their wounds — whether visible or invisible — are a symbol of their courage and sacrifice. We will help veterans get their lives back by providing them with enriching therapy, abundant education alternatives and a strong sense of community. Significantly, this project will ultimately lessen the burden on the U.S. government by reducing the number of veterans on disability. In an email to the Walton County Economic Development Alliance, the HAAS Center has concurred with such a reduction, likening it to similar to how higher education calculates the value of college graduate future earnings, compared to just the typical high school graduate earnings. Our ultimate goal is to create a network of Veterans Lodge locations across the United States in areas with high concentrations of servicemen and women.

Veteran's Lodge is a subsidiary of Veterans Holding, Inc., a 501(c)3, and is committed to honoring and empowering veterans. Our goal is to ensure that all veterans get the best treatment and rehabilitation possible so that they may become the most successful and well-adjusted in our nation's history. Our mission is to provide a healthy environment in a serene setting where veterans and their families can come to rehabilitate through predictive health, innovative education, and transformational research. Veteran's Lodge aims to provide the following:

- Patient Rehabilitation
- Post-secondary education
- Job training for specific skills requested by affiliated employers
- Cutting edge research and development for frontal head injury and PTSD
- Lessening the burden on the government through private institutions
- Temporary (up to 6 months) housing
- Long term wellness care
- Holistic family therapy

Our growing veteran population is returning home to find a nation that has turned a blind eye to their needs. For many, the battle is not over when service to country ends. Three out of every four soldiers have been exposed to some type of blast trauma and intense combat situation, making it increasingly hard to decompress and rejoin civilian life. The stress of everyday life continues to take its toll, making the transition from military life extremely difficult, if not impossible. Uncertain economic times have further compounded the problem. Homelessness is on the rise. Suicide rates increased 80 percent from 2004 to 2008. There are 2.4 million Gulf War II Era veterans and the unemployment rate among those ages 18 to 24 is 29 percent. By 2020, the number of Veterans is expected to increase by 1.2 million. Last year alone the suicide rate among our veterans rose 37% and our nation's resources continue to be pushed to the brink. **This is where the Veteran's Lodge steps in.**

A Healing Place

When Veterans return from service, often after multiple tours of duty, they enter their communities hoping to become part of the skilled workforce and a source of civic leadership. According to local economic experts, veterans have been and continue to be a vital component in developing Northwest Florida's economy. In a NW FL Daily News

article, former Florida Senator Don Gaetz stated “You get the kind of economic development that is supported by the infrastructure you have. In Northwest Florida, the human capital in veterans is definitely part of that infrastructure.” The Veterans Lodge will provide veterans returning to Northwest Florida as well as existing retired veterans a setting to receive much-needed emotional counseling, transitional assistance, job training programs, business services, rehabilitation and long-term wellness care. Serving as a model not-for-profit human humanitarian project, it can be duplicated throughout the United States.

Location

Our Flagship Lodge will be located on a 200+ acre tract in close proximity to Interstate 10, U.S. Highway 331, airports, military bases, medical facilities and educational institutions. After strategic review, our flagship site has been placed in Defuniak Springs, Florida (a RAEO) in Walton County and will serve the needs of all Northwest Florida veterans in the disproportionately affected counties of Walton, Bay and Okaloosa. There are 21 military bases in the state of Florida and Northwest Florida is home to a significant concentration of Air Force and Navy installations, including Naval Air Station Pensacola, Naval Air Station Whiting Field, Naval Support Activity Panama City, Eglin Air Force Base, Hurlburt Field and Tyndall Air Force Base. This site, located will ensure that our first Lodge will be able to provide services that are geographically convenient to Veterans, as well as have strong community backing.

Phase One/Timeline

Veterans Lodge Holdings currently owns a 1386+/- acre tract located at the intersection of I-10 and U.S. Highway 331. Veterans Lodge will begin clearing land in 2018 and has extensive construction budgets, architectural designs as well as land planning complete. Veterans Lodge expects to create substantial construction jobs as well as jobs in rehabilitation, memory care, educational and technical services and more.

Of major importance, a public infrastructure connector road of approximately 1.74+/- miles has been approved for construction between U.S Highway 331 and Highway 280A and initial funding in the amount of \$5 million has been secured from the Florida State Legislature and is programmed in FDOT’S 2020 budget. Veterans Lodge has both executed right-of-way property donation agreements with the Florida Department of Transportation. This new road is slated for construction in early 2019 and will benefit all the citizens of Walton County by relieving congestion on U.S. Highway 331 and providing a much-needed emergency response route for citizens seeking medical care, fire, rescue and other emergency response situations from Highway 280A and the surrounding communities. Construction on the flagship site will begin as soon as necessary permits (in progress) have been obtained; however, the City of Defuniak Springs has provided a letter of approval for immediate development for the initial 200 acre flagship site for all features including a Brain Injury Rehabilitation Center, Memory Care and Assisted Living, the Veterans Lodges, a variety of technical education services, an Amphitheatre for events, Chapel, and Commercial Food Services. Affordable housing and cabins will be interwoven with recreational areas including a ropes/challenge course, equestrian area, meadows, gardens/orchards and conservation areas. The design of Veterans Lodge will incorporate all appropriate and sustainable aspects of environmental usage. Link to master plan prototype: <https://veteranslodge.org/files/masterPlan.jpg>

Subsequent phases will include a Community Center, industrial and commercial development, housing, a logistics/distribution center as well as a 100 bed assisted living facility and a hotel on property (see attached letters of commitment).

Public/Private Partnerships

The Lodge is actively working with a major healthcare provider and management service, as well as universities in the southeast including the University of West Florida, the College of Northwest Florida and Florida State University to develop comprehensive medical treatments and rehabilitation programs. Career Source will be facilitating retiring military and other veterans job placement in collaboration with Veterans Lodge. Additionally, Lecom School of Dental Medicine, located in Defuniak Springs, FL will occupy an administrative building and hire personnel/guidance counselors to guide veterans with GI benefits, policies and procedures for entrance to Lecom. Lecom will accept

veterans benefits and in many cases, will reduce the remainder of fees. The Veterans Lodge will provide financial and other assistance to veterans enrolled in the various Lecom programs. Veterans Lodge has further agreed to provide much needed housing for Lecom students.

Lodge Description

Each Lodge will include a state-of-the-art health care facility, counseling and rehabilitation services, recreation and educational programs, job training and family housing. Working with the VA, researchers and local hospitals, programs will be continually updated to deliver the best care — with the ultimate goal of returning our Veterans to active and productive civilian life. We believe each lodge can successfully treat as many as 300 Veterans on an ongoing basis. Some will be housed full time while others will commute to receive treatment and training.

Job Training/Emerald Coast Technical College and Career Source

Workforce and reintegration training are critical to veteran rehabilitation. It is directly related to self-worth and the ability to provide for themselves and their family. While many learn real-life professions while on duty, a large number do not. Therefore, it is vital that we offer true vocational training with marketable skills. Collaboration with companies who seek to hire Veterans will be an integral part of the training process. In another public/private partnership agreement, the Veterans Lodge will create specific programs for workforce training and integration with Emerald Coast Technical College and Career Source. The Emerald Coast Technical College has agreed to train veterans on-site at the education center at the Veterans Lodge campus to provide veterans throughout NW Florida with transferable, sustainable workforce skills.

Rehabilitation and Research Facility

A state-of-the-art Brain Injury Rehabilitation and Research Center is essential assuring Veterans will have the necessary resources and medical treatment for physical therapy and rehabilitation services. The focus will be on cutting edge research in PTSD, brain traumas, stroke wellness therapy and Neurolinguistic/Neurocognitive research and treatments. Team members chosen to staff and operate this facility have already received the prestigious Christopher Reeve's Foundation "Quality of Life Grant" award for their studies and research in this field. The rehab center will provide: Physical Therapy, Recreational Therapy (running, golf, swimming), Occupational Therapy, Speech Therapy, Audiology, Vision impairment rehabilitation and a Hyperbaric Treatment Center.

Key Insights from Veterans Lodge Market Assessment and Feasibility Study

A detailed market assessment and feasibility study of the Veterans Lodge project was completed by Sage Age Strategies, a Florida-based economic consulting firm (consultants Malissa Illiano, MBA, Senior Consultant, and William McClain, MBA, Senior Branding & Communications Strategist). The following summary of the results indicates that a very positive opportunity exists for Veterans Lodge. The research was based on the methodology below:

- *Web-based research including statistical and demographic data on veterans, payer information, regional health care providers, regional military bases, number of active duty personnel and health service innovations.

- *Discussions with key sources of influence within the Florida Department of Veterans Affairs and the VA Health Care System.

- *Meetings with VA and non-VA healthcare providers across the defined 125-mile market region to review the Veterans Lodge concept, ascertain provider perceptions of the need, gather their feedback and input on programmatic components, and measure their level of interest in, and commitment to, referring appropriate patients to the planned Veterans Lodge.

Conversations with key information sources included, but were not limited to: Steve Murray, Lieutenant Colonel, USAF (ret.), Communications Director at the Florida Dept. of Veterans Affairs; Robert M. Horton, Jr., Public Information Officer, Alabama Department of Veterans Affairs; VA Outpatient Clinics; VA County Service Centers; Heather Cave, Manager,

Military and Defense Programs, Enterprise Florida, Inc.; the Public Affairs Officers at all active duty military bases in the market region; and Rod Lewis, Ph.D., at the DOD-contracted Haas Center for Business Research, at the University of West Florida. Meeting with Key Leaders at Tallahassee Memorial Healthcare:

Meetings attended by Col. Mike Prendergast, US Army (ret.), Executive Director of the Florida Dept. of Veterans Affairs, Mr. Mark O'Bryant, President and CEO, Tallahassee Memorial Healthcare, Ms. Paula Fortunas, President of the Tallahassee Memorial Healthcare Foundation, Mr. Jacob Vanlandingham, Ph.D., President of Prevacus (head trauma research) and others

Meeting with Eglin Air Force Base Veterans Administration Outpatient Clinic: Meeting attended by Mr. Robert (Robb) Rennie, DAFC, FACHE, Director Growth Management/Senior Civilian Liaison and Ms. Shirley Richmann, BSN, RN

Meeting at Pensacola VAOPC: Meeting attended by Mr. Jerron Barnett, VA Gulf Coast Veterans Health Care System Public Affairs Officer and Ms. Kellee R. Bivens, Ph.D., Clinical Psychologist.

Meeting with Sacred Heart Hospital Emerald Coast: Meeting attended by Mr. Roger Hall, Hospital CEO, Mr. Gus Andrews.

Veterans Lodge Regional Market Demand Analysis

There was found to be an estimated 13,695 veterans and/or active duty servicemen and women in the market region who could benefit from the care and support services such as those planned for the Veterans Lodge project. Assuming the Veterans Lodge will treat an average of 175 patients per day with each patient being required to receive at least six treatments, the total demand that would be required annually for the project would be 63,875 visits, or approximately 10,646 veterans in need.

The above demand represents a total need for nearly 13,700 veterans, which would equate to more than 82,000 annual visits, demonstrating a more than adequate market to support the project.

Key Referral Sources and Support

Meetings with potential referral sources for Veterans Lodge, including VA clinics, the Florida Department of Veterans Affairs, VA Gulf Coast Veterans Health Care System and community hospitals (Healthmark, Sacred Heart and Tallahassee Memorial), were both positive and productive. Representatives of these institutions unanimously expressed their enthusiasm for the project and the need it would fill within the VA's current continuum of care. Based on the interviews conducted, all key entities appear willing and able to support the Veterans Lodge project as key sources of patient referral.

Executive Recommendation

It was recommended that the Veterans Lodge project proceed with confidence based on the following findings:

An analysis of the quantitative evidence demonstrating how the proposed project will promote economic recovery, diversification and enhancement of the disproportionately affected counties has been provided by the University of West Florida Haas Center (see **Attachment 7**).

Data gathered from the Florida Department of Veterans Affairs and the Department of Defense (via the University of West Florida's Haas Business Research Center) indicates that sufficient numbers of prospective patients exist for the Veterans Lodge project to achieve its required volumes.

The leadership of the Florida Department of Veterans Affairs and the Gulf Coast Veterans Health Care System has expressed their enthusiastic support of the Veterans Lodge project.

Healthcare providers in the region, including both VA and community-based health facilities, have expressed their support for the project and indicate they would refer appropriate outpatients to the proposed site.

Veterans Lodge currently holds provider numbers for billing and reimbursement payments for both the VA Healthcare System and TRICARE, the insurance entity that serves our active duty military.

The results of the demand analysis confirm there are a sufficient number of potential patients in the defined market region for Veterans Lodge to achieve the target volumes required for successful operation.

Veterans Lodge has received the support of both Florida state and federal officials.

Total Phase One costs to include infrastructure (roads and water, sewer to connect to County), educational center for workforce training for Emerald Coast Technical College, administrative building for Lecom School of Dental Medicine, and housing units for veterans and Lecom students.

Sensitivity Analysis: Economic Impact Results

Walton County Economic Development Alliance has requested a sensitivity economic impact analysis to calculate the impact of generating 200 new jobs in Distribution (Transportation and Warehousing), Medical (Healthcare and Human Services) and Manufacturing. Information on the scenarios were provided by Walton County Economic Development Alliance and the specifics were run through an econometric simulation model in order to determine the impact on Walton County should these types of projects be implemented at the Veterans Lodge complex. Results for each scenario are provided below. A list of modeling assumptions, a description of the model used and definitions of terms can be found after the project results tables.

All jobs are modeled in 2021 and carried through to 2030. All jobs are modeled as exogenous. By carrying this additional employment into the existing forecast of the economy, these jobs generate additional jobs in the community. This is due to the multiplier effect, which shows how wages earned and spent in a community circulate throughout that community creating more jobs and more spending. Because of this new employment, the income generated by all of the jobs in Walton County also increases as a result of both the new direct employment from project construction, the jobs generated as part of the new commercial development and the additional, indirect employment these jobs now support.

The economic impact reflects the increase in the value of county goods and services – or in other words the overall net value of the economy minus the dollars that flow out through the purchasing of goods and services not created within the county economy.

Results Scenario 1:¹ Distribution, 200 jobs in Transportation and Warehousing

Category	Units	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Direct Employment		200	200	200	200	200	200	200	200	200	200
Additional Employment		45	50	52	51	48	44	40	37	34	32
Value Added	Millions of Current \$	\$10.5	\$11.2	\$11.6	\$11.7	\$11.7	\$11.7	\$11.6	\$11.5	\$11.5	\$11.4
Output	Millions of Current \$	\$18.9	\$20.0	\$20.7	\$20.9	\$20.9	20.8	\$20.7	\$20.6	\$20.6	\$20.5
Income Increase	Millions of Current \$	\$6.2	\$7.1	\$8.3	\$9.1	\$9.9	\$10.7	\$11.4	\$12.2	\$12.8	\$13.5

¹ Rounding may create errors when adding table results by hand.

Project impact over 10 years:

- \$114 million in Value Added
- \$205 million in Output
- \$101 million in Personal Income
- 2,432 Total Jobs

Results Scenario 2: Manufacturing, 200 jobs in Manufacturing

Category	Units	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Direct Employment		200	200	200	200	200	200	200	200	200	200
Additional Employment		115	127	131	129	122	115	108	102	96	92
Value Added	Millions of Current \$	\$27.3	\$28.9	\$29.8	\$30.2	\$30.3	\$30.3	\$30.3	\$30.3	\$30.3	\$30.3
Output	Millions of Current \$	\$64.0	\$66.9	\$68.8	\$69.8	\$70.3	\$70.6	\$70.9	\$71.3	\$71.5	\$71.9
Income Increase	Millions of Current \$	\$13.3	\$14.9	\$16.7	\$18.1	\$19.3	\$20.3	\$21.3	\$22.4	\$23.3	\$24.2

Project impact over 10 years:

- \$298 million in Value Added
- \$696 million in Output
- \$194 million in Personal Income
- 3,137 Total Jobs

Results Scenario 3: Medical, 200 jobs in Health and Human Services

Category	Units	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Direct Employment		200	200	200	200	200	200	200	200	200	200
Additional Employment		76	83	89	90	90	90	89	89	90	91
Value Added	Millions of Current \$	\$19.6	\$20.5	\$21.4	\$22.0	\$22.4	\$22.8	\$23.2	\$23.6	\$24.0	\$24.4
Output	Millions of Current \$	\$31.2	\$32.8	\$34.2	\$35.0	\$35.7	\$36.2	\$36.8	\$37.4	\$38.0	\$38.7
Income Increase	Millions of Current \$	\$13.5	\$15.5	\$18.0	\$20.3	\$22.6	\$24.9	\$27.3	\$29.8	\$32.3	\$34.8

Project impact over 10 years:

- \$224 million in Value Added
- \$356 million in Output
- \$239 million in Personal Income
- 2,877 Total Jobs

REMI model

Econometric simulation models combine the sector detail and geography detail of input/output models but provide for functioning economic linkages between sectors and regions over time. The current study uses REMI PI+ Version 2.2.2, Build 4917, (Regional Economic Models Inc.), in a 67 region structural econometric model of the state of Florida. It incorporates the basic input/output linkages, but also uses econometrically estimated county-specific parameters, for example, interregional migration in response to changes in economic opportunities, in generating impact results. Because of these between-sector linkages, the model incorporates general equilibrium tendencies as the economy responds to shocks over time. That is, changes in spending in a region affect not just conditions in that market, but also in other markets within the region (economists term this a “general equilibrium”) and outside the region (via trade and also via migration in response to changes in economic opportunities). This describes the phenomenon whereby, for example, a new financial services back office call center opens in a county, and bank managers throughout the county find they have to give staff a raise in order to keep them from leaving to take a job at the new call center. A traditional input-output model description of the economic impact would have held everything else fixed (including bank wages across the county) and simply documented the employment and job creation effects resulting directly at the new call center and indirectly via businesses in its supply chain, as well as household spending induced by the new income flows.

A simulation model such as REMI captures not only the spending effects flowing from the call center and its local suppliers and employees and owners, but also the spillover effects into other markets as wages and prices change due to competition for the same employees and other resources. These effects are the general equilibrium (equilibrium across all markets simultaneously) tendencies of the model. It also simulates the adjustment path over time of these market responses, using historical parameters estimated specifically for that county (the dynamic component).

Glossary of terms

Output. Output is the amount of industry production, including all intermediate goods purchased as well as Value Added (compensation and profit). It can also be thought of as sales or supply. The components of Output are Self Supply and Exports.

Employment. Employment comprises estimates of the number of jobs, full-time plus part-time, by place of work. Full-time and part-time jobs are counted at equal weight. Employees, sole proprietors, and active partners are included, but unpaid family workers and volunteers are not included.

Multiplier. The multiplier is the ratio of the change in equilibrium divided by the original change in spending that causes the change. Each industry that produces goods and services generates demands for other goods and services. These demands ripple through the economy, multiplying the original economic impact.

Income. Income received by persons from all sources. It includes income received from employment or investments as well as government or employer transfer payments.

Value Added. Value Added is a measure of the contribution of each private industry and of government to a region's Gross Domestic Product. It is defined as an industry's gross output (which consists of sales or receipts and other operating income, commodity taxes, and inventory change) minus its intermediate inputs (which consist of energy, raw materials, semi-finished goods, and services that are purchased from domestic industries or from foreign sources). Value Added by industry can also be measured as the sum of compensation of employees, taxes on production and imports less subsidies, and gross operating surplus.

FORECAST OF FINANCIAL PERFORMANCE
(Amounts in Thousands)

	2017	2018	2019	2020
Operating Revenues				
Assisted Living	\$1,083	\$2,505	\$2,697	\$2,778
Alzheimer's	1,316	2,878	3,092	3,186
Total	\$2,399	\$5,383	\$5,789	\$5,964
Other Revenues				
Second Person Fees	40	87	91	97
Extended Care				
Assisted	75	194	232	239
Alzheimer's	24	53	59	60
Medication Services	-	-	-	-
Community Fees	77	93	59	61
Respite Revenues	-	-	-	-
Other Revenues	11	28	30	30
Total	228	455	470	486
Total Operating Revenues	\$2,626	\$5,838	\$6,259	\$6,451
Controllable Expenses				
Wellness Services	584	982	1,039	1,067
Food & Beverage Services	348	606	640	659
Housekeeping & Laundry	57	121	131	134
Recreation & Activities	144	218	226	233
Plant Operations	120	126	130	133
Administrative	309	331	339	348
Marketing & Social Services	302	130	92	94
Employee Benefits	439	654	677	694
Utilities	223	229	236	244
Real Estate Taxes & Insurance	391	393	395	398
Total Controllable Expenses	2,917	3,790	3,906	4,005
Contribution Margin	(\$291)	\$2,048	\$2,353	\$2,446
	-11.1%	35.1%	37.6%	37.9%
Non Controllable Expenses				
Management Fee	131	292	313	339
Net Operating Income	(\$422)	\$1,756	\$2,040	\$2,107

Unit Mix: 52 AL/48 MS

Square Footage Total 55,000
AL Unit Square Footage 400-500
MS Unit Square Footage 340-500

Total Employees 70.59

	# of FTE's
\$12-\$13/hr	51.3
\$14-\$16/hr	4.8
\$18-\$19/hr	7.6
\$20-\$22/hr	2.0
\$23-\$26/hr	3.9
\$45/hr	1.0
	70.6

Veteran's Lodge Professional Services Reimbursement and Cost Analysis

The following report is an analysis of reimbursement for Veteran's Lodge Professional Services. The following areas are presented and addressed in the analysis.

- Estimation of treatment volume.
- CPT code utilization & reimbursement
- Breakdown of patient's 12 treatments & estimated reimbursements
- Determine staffing.
- Estimated operating costs
- Simple annual income statement

The Sage market report (shown below), showed a need of 10,500 veterans to support this facility. This number is calculate by estimating only 6 visits/patient days per patient and assuming that facility would be treating a full complement of patients 7 days a week 365 days per year.

Veterans Lodge Market Region Demand

1	Estimated Veterans in Market Region	267,788
2	Estimated % Utilizing Healthcare Services	42%
3	Veterans in Need of Care	112,471
4	Estimated Active Duty Personnel in Market Region	33,056
5	Estimated % Utilizing Healthcare Services	5%
6	Active Duty in Need of Care	1,653
7	Combined Total in Need [Line 3 + Line 6]	114,124
8	Estimated % in Need of Additional Care & Support	15%
9	Estimated in Need of Additional Care & Support	17,119
10	Assumed Capture Rate	80%
11	Total Market Region Need	13,695

Assuming the Veterans Lodge will treat an estimated 150 to 200 patients per day in its facility, at an average of 175 patients per day with each patient being required to receive at least six treatments, the total demand that would be required annually for the project would be approximately 10,500 veterans and therefore, approximately 63,000 visits. The above demand represents a total need for nearly 13,700 veterans, which would equate to more than 82,000 annual visits, demonstrating a more than adequate market to support the project.

One of the weaknesses of the Sage report is the high assumed capture rate of 80%, with the facility needing 10,500 patients per year (61% capture rate) to support it.

Estimation of Treatment Volume

Equation reworked the numbers with input from CMO Dr. Mauro. We calculated that a much lower/reasonable capture rate of 25% (4,350 patients per year) would support the facility. This much lower number is calculated by the patient days per patient being increased from the 6 in the Sage report to 12 (recommended by Dr Mauro) and the Lodge providing clinical services Monday through Friday instead of the 7 days a week 365 days per year found in the Sage report.

Daily Capacity	200
Days per Week	5
Days per Year	261
Total Patient Days/Visits	52,200
Avg Pt Days/Visit per Patient	12
Number of Patient Needed for Capacity	4,350

This lower market capture rate needed is a positive for the project's economic viability and provides a much lower hurdle for the Lodge to be successful.

Space benchmarks provided by Rehab Care's Ron Scharff, have square footage required per patient per day at 100 square feet. This puts the space needs to treat 200 patients per day at 20,000 square feet. At 35,000 square feet, the lodge will be able to handle this patient volume with the capacity to increase the number of patient seen per day. Depending on the physical design of the space the lodge could handle as many as 350 patients per day.

	Patients	Square Feet Required
	100	10,000
	150	15,000
At 25% Market Capture	200	20,000
	250	25,000
	300	30,000
Potential Capacity	350	35,000



CPT Code Utilization & Reimbursement

Below is the mix of Occupational/Physical Therapy code mix and utilization from sample group of Equation clients and Medicare national utilization.

CPT	Desc	VA Allowable	% Utilization	wRVU
97110	Therapeutic exercises	\$ 31.98	39.81%	0.45
97140	Manual therapy 1/> regions	\$ 29.94	16.61%	0.43
97530	Therapeutic activities	\$ 35.04	15.40%	0.44
97535	Self care mngmt training	\$ 34.70	8.56%	0.45
97112	Neuromuscular reeducation	\$ 33.34	7.35%	0.45
97035	Ultrasound therapy	\$ 12.59	3.35%	0.21
97003	Ot evaluation	\$ 84.72	2.45%	1.20
97022	Whirlpool therapy	\$ 23.82	1.38%	0.17
97018	Paraffin bath therapy	\$ 11.23	1.11%	0.06
97032	Electrical stimulation	\$ 19.05	1.05%	0.25
97124	Massage therapy	\$ 26.20	0.67%	0.35
97004	Ot re-evaluation	\$ 53.42	0.58%	0.60
97532	Cognitive skills development	\$ 26.20	0.45%	0.44
97033	Electric current therapy	\$ 33.00	0.30%	0.26
97150	Group therapeutic procedures	\$ 17.35	0.30%	0.29
97542	Wheelchair mngmt training	\$ 30.28	0.18%	0.45
97016	Vasopneumatic device therapy	\$ 19.73	0.15%	0.18
97533	Sensory integration	\$ 28.92	0.11%	0.44
97597	Rmvl devital tis 20 cm/<	\$ 78.25	0.10%	0.51
97034	Contrast bath therapy	\$ 18.03	0.09%	0.21
97761	Prosthetic training	\$ 33.34	0.01%	0.45
97598	Rmvl devital tis addl 20cm/<	\$ 25.52	0.00%	0.24
97139	Physical medicine procedure	\$ 14.29	0.00%	0.21
90901	Biofeedback train any meth	\$ 39.81	0.00%	0.41

Need to discuss mental health counseling will there be mental health counselors? Psychiatrists, LCSW's, Etc.?



Breakdown of Patient's 12 Treatments & Estimated Reimbursements

Given the reimbursement for the OT CPT codes in the chart above, below is the patient reimbursement summary for the estimated 12 treatments. A provider can bill for only 3 CPT codes per day shown in the table below. The average allowable/ reimbursable amount per patient day is \$77.14 which bring total reimbursable amount for the 12 visits/patient days at \$925.68

Per Patient

	CPT Categories	VA Allowable
Treatment 1	Evaluations	\$ 79.79
Treatment 2	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 3	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 4	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 5	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 6	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 7	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 8	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 9	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 10	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 11	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Treatment 12	Therapeutic Therapy	\$ 32.58
	Modality	\$ 22.16
	Modality	\$ 22.16
Total Per Patient		\$ 925.68
Average Allowable per Treatment		\$ 77.14



Based on the numbers above average reimbursement for the Lodge are calculated at \$15,428 per day and just above \$4 million in one year.

Avg reimbursement per Patient Day/Visit	\$	77.14
Avg reimbursement per Patient (12 Visits)	\$	925.68
Avg reimbursement per Day (Facility Total)	\$	15,428
Avg reimbursement per Year (Facility Total)	\$	4,026,708

Determine Staffing

Staffing is estimated based on conversations with Dr. Mauro. Dr Mauro's current staff has volumes of around 60 patients per day. The staffing estimation for Veteran's Lodge is based on handling 200 patients per day.

Provider and staffing compensation is projected to be over \$2 million.

200 Patients per Day

Staff Needed	FTE	Compensation	Comp/FTE
Occupational Medicine	1	\$ 220,856	\$ 220,856
Occupational Therapists	2	\$ 142,428	\$ 71,214
Physical Therapist	2	\$ 139,651	\$ 69,826
PT Assistant	7	\$ 365,120	\$ 52,160
OT Assistant	5	\$ 266,200	\$ 53,240
Support Staff	30	\$ 900,000	\$ 30,000
Total	47	\$ 2,034,255	\$ 43,282
Provider Compensation	17	\$ 1,134,255	\$ 66,721

Estimated Operating Costs

Other operating costs are benchmarked below. These operating costs are required to support the 52,200 patient treatment days per year. The Costs benchmark out to \$998,221 per year.

Operating Cost per Cost Category	Amount	% of Revenue
Administration	\$ 137,713.41	3.42%
Information Technology	\$ 78,118.14	1.94%
Building and Equipment	\$ 451,796.64	11.22%
Malpractice Insurance	\$ 80,131.49	1.99%
Medical Supplies	\$ 235,562.42	5.85%
Misc. Costs	\$ 14,898.82	0.37%
Total	\$ 998,221	24.79%



Simple Annual Income Statement

The high level income statement for the professional services offered by Veteran's Lodge is shown below: The Veteran's Lodge is projected to have a profit of \$994,232. To test the sensitivity of the model, costs are projected at 20% and 30% higher than calculated above. Even at 30% higher this model supports itself.

Simple Annual Income Statement

	With Costs as Modled above	With 20% Increase in Costs	With 30% Increase in Costs
Revenue	\$ 4,026,708	\$ 4,026,708	\$ 4,026,708
Operating Costs	\$ 998,221	\$ 1,197,865	\$ 1,297,687
<i>Operating Cost % of Rev</i>	25%	30%	32%
Staffing Costs	\$ 900,000	\$ 1,080,000	\$ 1,170,000
<i>Staffing % of Rev</i>	22%	27%	29%
Clinical Provider Compensation	\$ 1,134,255	\$ 1,361,106	\$ 1,474,532
<i>Provider Comp % of Rev</i>	28%	34%	37%
Net Profit (Loss)	\$ 994,232	\$ 387,737	\$ 84,489

Next Steps

1. Explore Mental Health component.
2. Add additional Market detail to support Sage's 17k number.
3. Review with John Short, Ron Scharff and Steve Hicks.
4. Revise report with that input.



Triumph Gulf Coast, Inc. Trust Fund Application for Funds

ATTACHMENT 10: Please explain how the proposed project or program meets the discretionary priorities identified by the Board.

As described in Attachments 1-9, The Veterans Lodge project meets the discretionary priorities identified by the Board to include the following:

Will be transformational for the future of Northwest Florida and may be consummated quickly and efficiently.

Will align with Northwest Florida FORWARD, the regional strategic initiative for Northwest Florida economic transformation.

Will create net new jobs in targeted industries to include: cybersecurity, information technology, manufacturing and robotics.

Will be located in a Rural Area of Opportunity as defined by the State of Florida (DEO).

Will provide a wider regional impact versus solely local impact.

Will align with other similar programs across the regions for greater regional impact, and not be duplicative of other existing projects or programs.

Will enhance research and innovative technologies in the region.

Will enhance a targeted industry cluster or create a Center of Excellence unique to Northwest Florida.

Will create a unique asset in the region that can be leveraged for regional growth of targeted industries.

Will demonstrate long-term financial sustainability following Triumph Gulf Coast, Inc. funding.

Will leverage funding from other government and private entity sources.

Will provide local investment and funding.

Will be supported by more than one governmental entity and/or private sector companies, in particular proposed projects or programs supported by more than one county in the region.

Will provide clear performance metrics over duration of project or program.

Will include deliverables-based payment system dependent upon achievement of interim performance metrics.

Will provide capacity building support for regional economic growth.

Will be environmentally conscious and business focused.

Will include applicant and selected partners/vendors located in Northwest Florida.



Walton County Board of County Commissioners Meeting Agenda - Final

76 N. 6th Street
DeFuniak Springs, FL
32433
www.co.walton.fl.us

Board of County Commissioners

Tuesday, November 7, 2017

4:00 PM

South Walton Annex Board Room

Regular Meeting

COMMISSIONER ATTENDANCE

OPENING COMMENTS

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG AND INVOCATION

RECOGNITION OF GUESTS

CALL TO ORDER

CONSIDER ADDITIONS/DELETIONS

17-1716

Additions:

Under Consent Agenda

Add. 1 (17-1718) - Request to approve and authorize the Chairwoman to sign the Florida Department of Agriculture and Consumer Services State Financial Assistance Agreement for Mosquito Control

Deletions:

Under Consent Agenda

12 (17-1652) - Request to approve and authorize the Chairwoman to sign Change Order No. 3 for Contract No 017-006 30A South Parking Improvements with Gulf Coast Utility Contractors, LLC; crediting the project cost \$102,000.92 and increasing the contract duration 45 days

APPROVAL OF AGENDA WITH ADDITIONS AND/OR DELETIONS

PUBLIC COMMENTS: Please limit comments to three minutes or less

ITEMS REMOVED FROM THE CONSENT AGENDA FOR FURTHER DISCUSSION:**APPROVAL OF CONSENT AGENDA****Clerk's Items:**

1. [17-1654](#) Approve Expenditure Approval List (EAL) excluding the Waste Management expenditures
2. [17-1651](#) Approve Minutes of the October 24, 2017 Regular Meeting
3. [17-1625](#) Request to surplus attached list of equipment as request by the Clerk's Office

Attachments: [SURPLUS REQUEST](#)

Administrative Items:

4. [17-1663](#) Request to approve and authorize the Chairwoman to sign the attached 30A Mobility Letter expressing BCC commitment to addressing Walton County transportation issues
5. [17-1664](#) Request to surplus BCC 3058 Norstar Telephone System from the Public Defender and BCC 4930 Norstar 8 Line Phone System from the State Attorney

Attachments: [Consent Agenda for November 7, 2017](#)

[Backup Info 11072017](#)

Budget Amendment Resolutions/Transfers:

6. [17-1638](#) Request to approve a resolution amending the FY 2018 Budget to roll forward revenues and expenditures for grants, encumbrances, and projects not completed by fiscal year end from the FY 2017 budget into FY 2018

Attachments: [2nd Resolution for Rollforwards 2018](#)

[2nd Rollforwards for FY2017 into FY2018](#)

Agreements/Contracts:

7. [17-1675](#) Request to approve and authorize the Chairwoman to sign the Community Planning Technical Assistance Grant Agreement with the Florida Department of Economic Opportunity and accept the Scope of Work included within the Agreement
Attachments: [County Department Agenda Request Form](#)
[Nov 7 BOCC Memo](#)
[P0278-Walton Co \(final\)](#)
8. [17-1640](#) Request to approve and authorize the Chairwoman to sign the Fiscal Year 2017-2018 Discretionary Funding Agreement with Main Street DeFuniak, Inc.
Attachments: [Main Street DeFuniak w- Exhibit A](#)
[Co Atty Approval Main St DFS](#)
9. [17-1593](#) Request to approve and authorize the Chairwoman to sign Amendment No. 1 to FWC Grant Agreement No. 15156 for the installation of artificial reefs within sixteen (16) Walton County permitted Artificial Reef sites funded by Natural Resource Damage Assessment (NRDA) funds
Attachments: [Amendment \(15156-A1\)](#)
10. [17-1676](#) Request to approve and authorize the Chairwoman to sign the FWC Grant Agreement No. 17020 for the installation of pre-fabricated artificial reef modules at the Topsail Hill Nearshore permitted reef site
Attachments: [FWC No. 17020 Grant Agreement](#)
11. [17-1677](#) Request to approve and authorize the Chairwoman to sign Change Order No 1 to Contract No 017-028 for CR 30A Phase 4 (Camp Creek to US 98E) with CW Roberts decreasing the contract amount by \$19,293.27
Attachments: [Change Order No. 1](#)
12. [17-1652](#) Request to approve and authorize the Chairwoman to sign Change Order No. 3 for Contract No 017-006 30A South Parking Improvements with Gulf Coast Utility Contractors, LLC; crediting the project cost \$102,000.92 and increasing the contract duration 45 days
Attachments: [30A Parking Improvements Change Order No 3](#)

13. [17-1653](#) Request to approve and authorize the Chairwoman to sign the Exercise of First Option to Renew Contract No. 015-029 for Beach Safety Services with South Walton Fire District

Attachments: [Exercise of 1st Option to Renew 2017](#)

[SWFD Lifeguard Services Contract No 015-029 2015-16](#)

14. [17-1686](#) Request to approve and authorize the Chairwoman to sign an agreement with Southern Self Storage as requested by the TDC

Attachments: [Southern Storage Contract](#)

- Add. 1 [17-1718](#) Request to approve and authorize the Chairwoman to sign the Florida Department of Agriculture and Consumer Services State Financial Assistance Agreement for Mosquito Control

Attachments: [Agreement](#)

Task Orders:

15. [17-1687](#) Request to approve and authorize the Chairwoman to sign TDC Task Order No. 17-10 with Polyengineering, Inc. for design, permit, construction and administration services for a new Regional Beach Access to be built in Miramar Beach in an amount not to exceed \$103,129.00

Attachments: [Miramar Amalfi RBA - Polyengineering proposal](#)

[approval for design 9-12-17](#)

[Task Work Order 17-011- Scenic Gulf Drive](#)

16. [17-1691](#) Request to approve and authorize the Chairwoman to sign Task Order 17-18 Engineering Services for Seagrove Stormwater Drainage Improvements Phase III with Atkins in the amount of \$77,384.50

Attachments: [Task Work Order 17-18 Seagrove Stormwater Phase III](#)

Expenditure Requests:

17. [17-1697](#) Request to approve the purchase of a new laptop for the Assistant County Attorney in an amount not to exceed \$1,500.00

Attachments: [Amazon Quote](#)

Grant Applications:

WASTE MANAGEMENT EAL

18. [17-1655](#) Approval of the Waste Management Expenditure Approval List (EAL)

LARRY D. JONES, COUNTY ADMINISTRATOR

ADMINISTRATION

19. [17-1683](#) Kevin Boyle, Seaside Arts and Entertainment Corp. - Request to close both lanes of Highway 30A from Seagrove Plaza to Downtown Seaside on November 25, 2017 from 4:00 p.m. to 5:15 p.m. for the Annual South Walton Holiday Parade
Attachments: [Procedures](#)
[Boyle Citizen Request](#)
[Roadway Activity Application](#)
[Parade Route](#)
[Sheriff Approval](#)
[SWFD Approval](#)
[Annual South Walton Holiday Parade Trash Pick Up Plan copy](#)
[Holiday Parade Sign 2017](#)
20. [17-1672](#) Request to reschedule the December 26, 2017 Regular BCC meeting to December 19, 2017 due to the Christmas Holidays
21. [17-1689](#) Request the Board review the Commissioner Board and Committee Assignments and be ready to approve appointments at the next BCC meeting
Attachments: [2017 Commissioner Board and Committee Assignments](#)
22. [17-1671](#) Request to review and approve the 2018 State and Federal Legislative Priorities
Attachments: [2018 State and Federal Priorities](#)
[2017 State and Federal Priorities Update](#)
23. [17-1624](#) Request to appoint Billy Williams as Walton County Alternate to officially represent the County at future Gulf Consortium Board of Director meetings
24. [17-1690](#) Request to approve pre-screen Local Triumph Committee Funding Requests
Attachments: [Presentation-Triumph 11-1-2017](#)
[TRIUMPH Project Pre App Submissions](#)
[Triumph Committee Project Pre-Application Category Results](#)

25. [17-1552](#) Request to approve the Final Design of the New Transfer Station and approve staff to move forward with the Invitation to Bid Process for the construction of the New Transfer Station at the Landfill
26. [17-1596](#) Request to advertise a RFQ for consulting services for a grant writer
- Attachments:* [RFQ Grant writing consultant](#)

PUBLIC WORKS

27. [17-1680](#) Request approval to advertise a RFP for artificial reef construction and deployment services for the Topsail Hill Nearshore site associated with FWC Grant No. 17020
28. [17-1681](#) Request approval to advertise for two (2) vacant positions (1-On Lake and 1-North of the Bay) on the Coastal Dune Lakes Advisory Board

OMB/FINANCE

JAY TUSA, TDC EXECUTIVE DIRECTOR

29. [17-1656](#) Updates

PUBLIC HEARING

SIDNEY NOYES, COUNTY ATTORNEY

30. [17-1657](#) Request to approve and authorize the Chairwoman to sign the Freeport Interlocal Agreement for Brandon Oaks Septic/Sewer
31. [17-1590](#) Request to approve and authorize the Chairwoman to sign a resolution and the closing documents with Waffle House, Inc. for property in the Mossy Head Industrial Park (Parcel I.D. 28-3N-21-37000-006-0040)
- Attachments:* [Waffle House Resolution](#)
[Closing Documents](#)
32. [17-1658](#) Request to set a public hearing for the board to consider the Airboat Curfew Ordinance
- Attachments:* [Airboat Curfew Ordinance](#)

COMMISSIONER TONY ANDERSON, DISTRICT FIVE

COMMISSIONER SARA COMANDER, DISTRICT FOUR

COMMISSIONER MELANIE NIPPER, DISTRICT THREE

VICE-CHAIR BILL CHAPMAN, DISTRICT ONE

CHAIRWOMAN CECILIA JONES, DISTRICT TWO

CITIZEN REQUESTS

OTHER PUBLIC COMMENTS: Please limit comments to three minutes or less

PLANNING AND DEVELOPMENT SERVICES

33. [17-1670](#) Request to accept the resignation of George Abert from the Planning Commission effective November 15, 2017
 Attachments: [G. Abert to S. Comander 10-30-17 RE - Resignation](#)
34. [17-1665](#) Request to accept the resignation of District 4 Zoning Board of Adjustment member, Scott Rosenheim, and appoint Daryl Burgis to fill the vacancy.
 Attachments: [BOA App](#)
35. [17-1669](#) Request to re-appoint Latilda Hughes-Neel to the Affordable Housing Advisory Committee
 Attachments: [AHAC LatildaHughes-NeelAPP](#)
36. [17-1704](#) Update regarding the tree protection ordinances and SB 574
 Attachments: [Florida Senate SB 574](#)
37. [17-1705](#) Request to approve a Planning Fee Resolution adding an Outsourced Stormwater Review Fee for temporary outsourcing of lot of record single family stormwater reviews
 Attachments: [Nov 7 Agenda Request Form StormwaterFeeResolution](#)
 [DraftResolution OutsourcedStormwaterFee](#)
38. [17-1706](#) Request approval to propose an amendment to the Land Development Code to amend single family stormwater regulations to provide for relief for certain hardship circumstances related to de minimus impacts, and for some administrative relief when site constraints prevent achievement of the full design requirements
 Attachments: [Nov 7 Agenda Request Form StormwaterLDCAmendmentAuth](#)
 [Nov 7 SR StormwateSingleFamReliefLDCAmend](#)

LEGISLATIVE ITEMS

39. [17-1674](#) **Chapter 13 Plant List Ordinance** - An Ordinance of the Board of County Commissioners of Walton County amending Chapter 13 Plant List of the Walton County Land Development Code to allow for additional native landscaping materials in the U.S. Hwy 98/331 Scenic Corridor; providing for severability; and providing for an effective date. **(Adoption Hearing)**
Attachments: [County Department Agenda Request Form Chapter 13 Plant List Ordinance](#)
[Staff Report BCC Chapter 13 Plant List Ordinance 110717](#)
[LDC Chapter 13 showing changes](#)
40. [17-1678](#) **Heron Crossing SSA** - Request to approve by ordinance. Project number 17-00600004 is being reviewed by Rita Banhunyadi. This is a small scale amendment application submitted by Dunlap & Shipman, PA, on behalf of Cole, Inc., requesting to change the land use from residential preservation to neighborhood infill on approximately 1.02 +/- acres. The project is located on County road 30A in Heron's Crossing and is identified by parcel number(s) 32-2S-20-33255-000-0140. -
Attachments: [01 BCC SSA staff report](#)
[02 Exhibits](#)
[03 17-00600004 Heron Crossing SSA Review Criteria](#)
[04 Legal Desc.](#)
[05 Herons Crossing Land Use Analysis 20170810](#)
[06 Heron 2 Compatibility Analysis 20170810](#)
[Proposed Ord](#)
[Proposed Ord Map](#)

QUASI-JUDICIAL ITEMS

41. [17-1679](#) **Heron's Crossing, Ph II** - Request to approve by final order. Project number 17-00100155 is being reviewed by Rita Banhunyadi. This is a major development order application submitted by O'Connell & Associates Consulting Engineers on behalf of Cole Inc., requesting approval to develop an 8 unit multi-family residential development on 1.02 +/- acres with a future land use of Residential Preservation. The project is located west of C.R. 30A and identified by parcel number(s) 32-2S-20-33255-000-0140.
Attachments: [County Department Agenda Request Form](#)
[BCC REPORT](#)
[02 Heron's Crossing Phase II - Traffic Ltr](#)
[03 Civil Plans REV1 - Digital](#)
[04 Floor Plans and Elevations](#)
[05 Survey](#)
[Final Order](#)

42. [17-1682](#) **Atchison Warehouses** - Request to approve by Final Order. Project number 17-00100063 is being reviewed by Bob Baronti. This is a Major development application submitted by Baker Engineers, LLC on behalf of Chris Atchison, requesting approval to construct three 7,500 sf. warehouses consisting of ten storage units each on 2.41 acres with a future land use of Industrial. The project is located ten miles west on US Hwy 20 in Trout Branch Industrial Park on Trout Branch Drive Lot 10 and identified by parcel number(s) 19-1S-20-32200-000-0100.

Attachments: [County Department Agenda Request Form Atchison Warehouses 17-00100063](#)
[17-00100063 Atchison Warehouse BCC StaffReport](#)
[Traffic Ltr-Atchison Warehouses](#)
[Survey](#)
[Atchison Warehouse Plans 082817](#)
[Final Order 17-00100063 Atchison Warehouses](#)

43. [17-1684](#) **Lot 4 South Walton Commerce Park** - Request to approve by final order. Project number 17-00100156 is being reviewed by Rita Banhunyadi. This is a major development order application submitted by Choctaw Engineering, Inc., on behalf of Smoky Hill Capital Group, LLC., requesting approval to develop a 12,000 SF and a 7,500 SF warehouse building on +/-1.8 AC with a future land use of Business Park. The project is located on Serenoa Road in the South Walton Commerce Park and is identified by parcel number(s) 05-3S-18-16010-000-0040.

Attachments: [County Department Agenda Request Form](#)
[BCC REPORT](#)
[Lot 4 South Walton Commerce Park - Traffic Ltr](#)
[Plans](#)
[Final Order](#)

44. [17-1685](#) **Palms at Inlet Beach** - Request to approve by final order. Project number 17-00100132 is being reviewed by Tim Brown. This is a major development order application submitted by O'Connell & Associates Consulting Engineers on behalf of Hallmark Investment Properties, LTD, requesting approval to construct 6 residential lots on +/- 1.11 acres with a future land use of Neighborhood Infill and an Inlet Beach Neighborhood Plan designation of Residential 8 units/acre. The project is located on the north side of Walton Magnolia Lane, east of South Walton Lakeshore Drive and west of Magnolia Dunes Drive, and is identified by parcel number(s) 36-3S-18-16100-000-2390.

Attachments: [County Department Agenda Request Form Palms at Inlet Beach](#)

[BCC Palms at Inlet Beach 110717](#)

[Public Comment](#)

[Palms at Inlet Beach - Traffic Ltr](#)

[01 Palms at Inlet Beach - Civil Plans REV1 - Digital](#)

[02 Palms at Inlet Beach - Survey REV1](#)

[Final Order Palms at Inlet Beach](#)

ADJOURN

Local TRIUMPH Committee Project Pre-Applications

Project	Name	Category	Project	Name	Category	Project	Name	Category
1	331 Water & Sewer Project	A	13	Westwood Ranch	B	25	Withdrawn	
2	Owl's Head	A	14	LECOM	A	26	Tango Tango	D
3	Walton County Broadband	A	15	Destin Fisherman's Co-op	A	27	Sunshine Shuttle	B
4	Walton County School Board K-12	A	16	Stone Clinical	A	28	Waterside	D
5	Walton County Sheriff - Jail Project	A	17	Crown Clinic	B	29	Kevco Properties	D
6	Walton County Sheriff - Security Project	A	18	Louis Louis	D	30	Seaside Institute 1	D
7	NWF State College Sim City	A	19	Beach Street Transportation	D	31	Seaside Institute 2	D
8	Regional Utilities	A	20	Electric 98	D	32	Amy Scoles	D
9	ARC	A	21	Victory Lighthouse	D	33	Compass Rose Academy	D
10	Veteran's Lodge	A	22	Arca Global	D	34	Anita Powell	D
11	Alaqua	A	23	Withdrawn		35	William Bridell - Light Rail	C
12	Biophilia	A	24	Withdrawn		36	Walton Wifi (Non-County)	C

NOVEMBER 7, 2017 – REGULAR MEETING

The Board of County Commissioners, Walton County, Florida, held a Regular Meeting on October 10, 2017 at 4:00 p.m. at the Walton County Courthouse Annex in Santa Rosa Beach, Florida.

The following board members were present: Commissioner Cecilia Jones, Chairwoman; Vice-Chairman; Commissioner Tony Anderson; Commissioner Sara Comander; and Commissioner Melanie Nipper. Mr. Larry Jones, County Administrator; Attorney Sidney Noyes, County Attorney; and Mr. Alex Alford, Walton County Clerk of Court and County Comptroller; were also present. Commissioner W. N. (Bill) Chapman was not present for the Regular Meeting.

Chairwoman Jones called the meeting to order.

Motion by Commissioner Anderson, second by Commissioner Comander, to approve the agenda with the revisions as follows. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

1. Addition: Consent Agenda-Request to approve and authorize the Chairwoman to sign the Florida Department of Agriculture and Consumer Services State Financial Assistance Agreement for Mosquito Control
2. Deletion: Consent Agenda 12-Request to approve and authorize the Chairwoman to sign Change Order No. 3 for Contract No. 017-006 30A South Parking Improvements with Gulf Coast Utility Contractors, LLC; crediting the project cost \$102,000.92 and increasing the contract duration 45 days
3. Deletion: Consent Agenda Item 4-Request to approve and authorize the Chairwoman to sign the attached 30A Mobility Letter expressing BCC commitment to addressing Walton County transportation issues
4. Deletion: County Attorney-Request to approve and authorize the Chairwoman to sign the Freeport Interlocal Agreement for Brandon Oaks Septic/Sewer

There were no public comments regarding items on the agenda.

Motion by Commissioner Comander, second by Commissioner Anderson, to approve the Consent Agenda as follows. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

1. Approve the Expenditure and Approval List (EAL) excluding the Waste Management expenditures

	Total	WM
General Fund	\$ 387,785.03	
County Transportation	\$ 441,161.38	
SHIP	\$ 3,875.00	
Fine & Forfeiture	\$ 14,079.18	
Section 8 Housing	\$ 147,189.84	
Tourist Dev. Council	\$ 1,225,600.54	\$ -
N.W. Mosquito Control	\$ 626.78	
Recreation Plat Fee	\$ 1,469.01	
Solid Waste Enterprise	\$ 17,840.88	\$ -
Preservation	\$ 12,059.50	
Sidewalk Fund	\$ 343.00	
Bldg Dept/Enterp. Fund	\$ 9,482.28	
Debt Service Fund	\$ 2,500.00	
Capital Projects Fund	\$ 1,170.00	
Increment Tax Funding	\$ 3,779.28	
Totals	<u>\$ 2,268,961.70</u>	<u>\$ -</u>
Grand Total (less WM)		<u>\$ 2,268,961.70</u>

2. Approve Minutes of the October 24, 2017 Regular Meeting
3. Request to surplus list of equipment as requested by the Clerk's Office (CC #'s: 1173; 1393; 1452; 1459; 1140; 1171; 1172; 1252; 1261; 1346; 1347; 1006; 1135; 1265; and 1335)
4. ~~Request to approve and authorize the Chairwoman to sign the attached 30A Mobility Letter expressing BCC commitment to addressing Walton County transportation issues~~
5. Request to surplus BCC 3058 Norstar Telephone System from the Public Defender and BCC 4930 Norstar 8 Line Phone system from the State Attorney
6. Request to approve a **resolution (2017-96)** amending the FY 2018 Budget to roll forward revenues and expenditures for grants, encumbrances, and projects not completed by fiscal year end from the FY 2017 budget into FY 2018

7. Request to approve and authorize the Chairwoman to sign the Community Planning Technical Assistance Grant Agreement with the Florida Department of Economic Opportunity and accept the Scope of Work included within the agreement
8. Request to approve and authorize the Chairwoman to sign the FY 2017-2018 Discretionary Funding Agreement with Main Street DeFuniak, Inc.
9. Request to approve and authorize the Chairwoman to sign Amendment No. 1 to FWC Grant Agreement No. 15156 for the installation of artificial reefs within sixteen (16) Walton County permitted Artificial Reef sites funded by Natural Resource Damage Assessment (NRDA) funds
10. Request to approve and authorize the Chairwoman to sign the FWC Grant Agreement No. 17020 for the installation of pre-fabricated artificial reef modules at the Topsail Hill Nearshore permitted reef site
11. Request to approve and authorize the Chairwoman to sign Change Order No. 1 to Contract No. 107-028 for C.R. 30A Phase 4 (Camp Creek to U.S. 98 E) with C.W. Roberts decreasing the contract amount by \$19,293.27
- ~~12. Request to approve and authorize the Chairwoman to sign Change Order No. 3 for Contract 017-006 30A South Parking Improvements with Gulf Coast Utility Contractors, LLC; crediting the project cost \$102,000.92 and increasing the contract duration 45 days~~
13. Request to approve and authorize the Chairwoman to sign the Exercise of First Option to Renew Contract No. 015-029 for Beach Safety Services with South Walton Fire District
14. Request to approve and authorize the Chairwoman to sign an agreement with Southern Self Storage as requested by TDC
15. Request to approve and authorize the Chairwoman to sign the Florida Department of Agriculture and Consumer Services State Financial Assistance Agreement for Mosquito Control
16. Request to approve and authorize the Chairwoman to sign TDC Task Order No. 17-011 with Polyengineering, Inc. for design, permit, construction and administration services for a new Regional Beach Access (RBA) to be built in Miramar Beach in an amount not to exceed \$103,129.00
17. Request to approve and authorize the Chairwoman to sign Task Order 17-18 Engineering Services for Seagrove Stormwater Drainage Improvements Phase III with Atkins in the amount of \$77,384.50
18. Request to approve the purchase of a new laptop for the Assistant County Attorney in an amount not to exceed \$1,500.00

Motion by Commissioner Comander, second by Commissioner Anderson, to approve the Waste Management expenditures. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. (There were no Waste Management expenditures.)

Motion by Commissioner Anderson, second by Commissioner Nipper, to approve to close both lanes of C.R. 30A from Seagrove Plaza to Downtown Seaside on November 25, 2017 from 4:00 p.m. to 5:15 p.m. for the Annual South Walton Holiday Parade as requested by Mr. Kevin Boyle, Seaside Arts and Entertainment Corp. and presented by Mr. Larry Jones, County Administrator. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. Discussion was held regarding event issues, road closure policies, event scheduling, and the need to close both lanes.

Motion by Commissioner Comander, second by Commissioner Nipper, to reschedule the December 26, 2017 Regular Meeting to December 19, 2017 due to the Christmas Holidays as requested by Mr. Jones. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Mr. Jones requested the board review the Commissioner Board and Committee Assignment and to be prepared to approve the appointments at the next board meeting which will be held on November 28, 2017.

Mr. Jones briefly reviewed the 2017 and 2018 State and Federal Legislative Priorities. He requested approval of the 2018 State and Federal Legislative Priorities. He questioned if any projects needed to be added or removed from the list. A brief discussion was held regarding how the franchise agreement with DeFuniak Springs would be affected with the water/sewer project. Mr. Jones recommended communicating with Ms. Kelly Horton, lobbyist for the county, that the water and sewer along U.S. 331 was top priority and the others are strongly supported.

Chairwoman Jones asked that a resolution be sent to Ms. Horton asking for legislative updates on the Safe Water for Walton project.

Motion by Commissioner Comander, second by Commissioner Nipper, to approve the 21017-2018 State and Federal Legislative Priorities as presented. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Motion by Commissioner Comander, second by Commissioner Anderson, to appoint Mr. Billy Williams, Local RESTORE Coordinator, as a Walton County Alternate to officially represent the County at future Gulf Consortium Board of Director meetings as requested by Mr. Jones. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Mr. Jones briefly discussed the November 1, 2017 Local Triumph Committee meeting and the list of pre-screening funding requests and requested approval of the list. He reported the projects were ranked A, B, C, or D and discussed the ranking process which was based on the following criteria: meets State statute, meets Statute priorities, and considered a transformational project. He requested to approve to move the A and B projects forward through the pre-screening process. He stated staff would continue to work with the other projects to prepare them to move forward.

Chairwoman Jones questioned if the projects needed to be prioritized and stated she wished to put the U.S. 331 water and sewer project as the top project. Mr. Jones stated prioritization would not be needed at this time.

Commissioner Comander expressed concern with one of the projects and does not support moving it forward.

Motion by Commissioner Anderson, second by Commissioner Nipper, to approve the A and B projects to proceed through the pre-screening process.

Commissioner Anderson stated this is a time sensitive item and said there is no guarantee that money will be received for the projects, but a list is needed for submission. Discussion was held regarding the pre-screening application process.

Mr. Billy Williams, RESTORE Act Coordinator, stated the board will be able to prioritize the list and that this is just a pre-screening process. The State Triumph Board will review the projects and make their determination on whether the projects meet the criteria. Mr. Jones stated it is an evolving process and that new projects can still be presented. Commissioner Anderson questioned what would happen if the list was not approved. Mr. Williams stated the projects would not go through the pre-screening process. Discussion was held regarding the absolute funding and the competitive funding sources.

Mr. Bob Hudson noted the Destin Fishing Co-op (Project 15) had no documents submitted with the application and asked how it could have been assessed. Mr. Jones stated it was a request submitted by an Okaloosa County Commissioner. Mr. Williams stated it was submitted by the local advisory board as a county-to-county request. Discussion continued on the greater chance of approval joint projects would have. Mr. Hudson voiced concern with the transparency of the process and stated that there may be conflicts of interest with the Local Triumph Committee members.

Ms. Suzanne Harris questioned which Okaloosa Commissioner submitted the Destin Fishing Co-op project. Mr. Jones stated Commissioner Kelly Windes.

Ms. Bonnie McQuiston commended all the project submissions and questioned if all projects would have a chance for funding. Mr. Jones replied they would.

Ayes 3, Nays 1. Jones Aye, Anderson Aye, Comander Nay, Nipper Aye.

The board recognized the Local Triumph Committee members present.

Motion by Commissioner Comander, second by Commissioner Anderson, to approve the final design of the new transfer station and approve staff to move forward with the Invitation to Bid (ITB) process for the construction of the new transfer station at the Landfill as presented by Mr. Jones. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Motion by Commissioner Comander, second by Commissioner Nipper, to advertise a Request for Qualifications (RFQ) for consulting services for a grant writer consultant as presented by Mr. Jones. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. Mr. Jones stated that specialty grant writing skills will be needed in the RESTORE and Triumph process.

Motion by Commissioner Anderson, second by Commissioner Nipper, to advertise a Request for Proposals (RFP) for artificial reef construction and deployment services for the Topsail Hill Nearshore site associated with FWC Grant No. 17020 as presented by Mr. Jones. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Motion by Commissioner Nipper, second by Commissioner Comander, to advertise for two (2) vacant positions on the Coastal Dune Lakes Advisory Board (1-On Lake and 1-North of Bay) as presented by Mr. Jones. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Mr. Jay Tusa, TDC Executive Director, presented TDC updates. He stated TDT Bed Tax Collection was up 2.3% in September with an 8.7% increase year over year. He reported there was a 1.5% increase in occupancy and room rates with more than 22,000 jobs being created by tourism. Mr. Tusa said 3.8 million tourists spent approximately \$2.5 Billion in Walton County for a \$3.7 Billion total economic impact. Visitors pay over 65% of all taxes. He said 45% of the TDC budget is beach operations. Mr. Tusa thanked the TDC Staff for their hard work.

Mr. Robert Raymond questioned if the occupancy numbers were broken down to indicate the differences between tourist season and shoulder season. Mr. Tusa replied they were not, but would get that information.

Mr. Tusa requested a meeting be held to discuss changes to the beach ordinance. Attorney Noyes stated the draft ordinance would be presented at the November 28, 2017 Regular Meeting and that a Public Hearing to consider the ordinance would be scheduled at that time. Mr. Tusa stated parking solutions also needed to be discussed. Discussion was held to determine the appropriate time to hold the Special Meeting to discuss the ordinance and the parking issue. The board concurred to hold a Special Meeting at 3:00 p.m. on December 12, 2017 at the Walton County Courthouse Annex in Santa Rosa Beach, FL to consider the amendments to the Beach Activities Ordinance. The parking issues will be discussed during the Regular Meeting to be held the same day.

Motion by Commissioner Comander, second by Commissioner Anderson, to approve and authorize the Chairwoman to sign the closing documents with Waffle House, Inc. for property in the Mossy Head Industrial Park (MHIP) (Parcel No.: 28-3N-21-37000-006-0040) as presented by Attorney Noyes. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Motion by Commissioner Comander, second by Commissioner Nipper, to set a January 9, 2018 Public Hearing for the board to consider the Airboat Curfew Ordinance as requested by Attorney Noyes. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. A brief discussion was held regarding the restrictions which could be placed on airboats. Attorney Noyes will meet individually with the commissioners to discuss the draft ordinance.

Commissioners Anderson and Nipper had no items to present.

Commissioner Comander voiced concern with the intersection at C.R. 393 and C.R. 30A and stated a plan for the intersection was needed. Commissioner Anderson recommended that Commissioner Comander contact Mr. Chance Powell, Public Works, to discuss the plan they have created.

Attorney Noyes introduced Attorney Heather Christman, Assistant County Attorney.

Chairwoman Jones discussed the ribbon cutting for the sports complex, reported on the lighting at the Boys and Girls Club, and announced the ribbon cutting for Safe Connections.

Commissioner Comander commended Public Works staff on the beautiful job they have done cleaning up the property at the U.S. 331 Bridge.

Ms. Lisa Boushy asked for clarification on the presentation of the beach activities ordinance. Attorney Noyes announced she would present a draft of the ordinance at the November 28, 2017 Regular Meeting and that a Public Hearing would be held on December 12th at 3:00 p.m.

Ms. Suzanne Harris voiced concern regarding recent requests for ex parte communications and commented the forms had not been completed properly.

Mr. Bob Hudson questioned if the Local Triumph Committee members were advised of the Sunshine Law. Chairwoman Jones stated the committee was briefed at the beginning of the meeting. Attorney Noyes stated an in depth training has been scheduled. Mr. Hudson requested copies of the project score sheets.

Ms. Coy Bowman questioned why the Brandon Oaks issue was pulled from the agenda and if sewage was still leaking into the bay. Attorney Noyes stated the item would be on the November 28th agenda and stated there were some issues that needed to be addressed prior to presentation. Mr. Jones recommended Ms. Bowman contact the Health Department regarding the sewage

discharge. Discussion continued on the inability for the county to pump out the tanks due to their location on private property.

Mr. Red Foreman addressed actions taken at a recent community meeting and voiced concern with the recent political ads in the DeFuniak Herald.

Mr. Ethaniel Foreman expressed his gratitude to Chairwoman Jones for the positive impact she made on him as a child.

The meeting briefly recessed at 5:03 p.m. and reconvened at 5:20 p.m.

Motion by Commissioner Anderson, second by Commissioner Nipper, to accept the resignation of Mr. George Abert from the Planning Commission effective November 15, 2017 as presented by Mr. Mac Carpenter, Planning and Development Director. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. Chairwoman Jones questioned if this was an At-Large seat. Mr. Carpenter stated he was unsure of the position, but would research the issue.

Commissioner Jones stated that Mr. Abert's seat on the RESTORE Committee will also need to be filled.

Motion by Commissioner Comander, second by Commissioner Anderson, to accept the resignation of Mr. Scott Rosenheim as District 4 member of the Zoning Board of Adjustments and appoint Mr. Daryl Burgis to the vacated seat as requested by Mr. Carpenter. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Motion by Commissioner Nipper, second by Commissioner Anderson, to appoint Ms. Latilda Hughes-Neel to the Affordable Housing Advisory Committee as requested by Mr. Carpenter. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Mr. Carpenter stated that there are three other vacant positions to be filled and will be presented at a later date to be filled.

Mr. Carpenter presented an update on the tree protection ordinance and Senate Bill 574. The Senate Bill being presented would preempt local government regulation of tree maintenance, mitigation, manicuring, etc. It would even regulate silviculture on residential lots. Commissioner Nipper recommended moving forward with the ordinance as a back-up to the potential State action. Commissioner Anderson recommended waiting to see what action the State takes. Discussion was held on continuing to hold the workshops, waiting to determine the State's action, and what regulations are contained within the bill which would preempt any local regulations on trees. Mr. Carpenter announced that a third public workshop has already been scheduled.

Ms. Leigh Moore questioned when the ordinance would be finalized. Mr. Carpenter replied January, 2018. Ms. Moore recommended the board adopt a tree preservation ordinance on the off chance the State includes a "grandfathered" clause which would apply to existing ordinances.

Motion by Commissioner Anderson, second by Commissioner Nipper, to adopt a Planning Fee **Resolution (2017-99)** adding an Outsourced Stormwater Review Fee for temporary outsourcing of lot of record single family stormwater reviews as presented by Mr. Carpenter.

Commissioner Anderson questioned if this procedure had been successful. Mr. Carpenter stated that it had.

Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Motion by Commissioner Anderson, second by Commissioner Comander, to approve to propose an amendment to the Land Development Code to amend single family stormwater regulations to provide for relief for certain hardship circumstances related to de minimus impacts, and for some administrative relief when site constraints prevent achievement of the full design requirements as requested by Mr. Carpenter. The proposed rules will be brought back as an amendment to the Land Development Code.

Ms. Lisa Boushy asked if this applied only to residential. Mr. Carpenter stated it was strictly single-family residences.

Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Mr. Carpenter presented Chapter 13 Plant List Ordinance, an ordinance amending the Land Development Code (LDC) to allow for additional native landscaping materials in the U.S. Highway 98/U.S. 331 Scenic Corridor. The list of plants being added is attached to the ordinance.

There was no public comment.

Motion by Commissioner Nipper, second by Commissioner Comander, to adopt **Ordinance 2017-22** amending LDC Chapter 13 Plant List. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Mr. Carpenter presented Heron Crossing SSA (2017-007), a Small Scale Amendment application submitted by Dunlap & Shipman, PA on behalf of Cole, Inc., requesting to change the land use from Residential Preservation to Neighborhood Infill on approximately 1.02 +/- acres. The project is located on C. R. 30A in Heron's Crossing (Parcel No.: 32-2S-20-33255-000-0140). The Staff Report was submitted for the record.

Ms. Melissa Ward, Dunlap & Shipman representing the applicant, briefly discussed the history of the request and the requirements of the Residential Preservation and Neighborhood Infill.

Ms. Lisa Boushy voiced concern with the change from Residential Preservation and spoke in opposition to increasing density.

Ms. Coy Bowman voiced opposition to over development.

Ms. Ward stated the applicant is not asking for variances or setbacks. The development is townhomes and the applicant is requesting townhome setbacks.

Chairwoman Jones stepped down as chair to second the following motion. Commissioner Anderson assumed the Chair position.

Motion by Commissioner Anderson, second by Commissioner Jones, to adopt **Ordinance 2017-23** approving Heron Crossing SSA. Ayes 3, Nays 1. Jones Aye, Anderson Aye, Comander Nay, Nipper Aye.

Commissioner Jones resumed the Chair position.

The Quasi-Judicial Hearing was called to order and Attorney Noyes administered the oath to those intending to speak. There were no objections to the advertisements. Attorney Noyes instructed the Board to submit any Ex Parte communications to the clerk.

Mr. Carpenter presented Heron's Crossing Phase II a Major Development Order application submitted by O'Connell & Associates Consulting engineers on behalf of Cole, Inc. requesting approval to develop an 8 unit multi-family residential development on 1.02+/- acres with a future land use of Neighborhood Infill. The project is located west of C.R. 30A (Parcel No.: 32-2S-20-33255-000-0140). Staff found the project to be consistent with the Walton County Comprehensive Plan and Land Development Code contingent upon conditions being met as stated in the Staff Report. **(Exhibit 1: Staff Report)**

Mr. Neal O'Connell, applicant representative, briefly discussed the project and the project's stormwater plan.

There was no public comment.

Motion by Commissioner Anderson, second by Commissioner Nipper, to approve by Final Order Heron's Crossing Phase II with conditions as stated in the Staff Report. Ayes 3, Nays 1. Jones Aye, Anderson Aye, Comander Nay, Nipper Aye. **(Exhibits: Staff Report-1)**

Mr. Carpenter presented Atchison Warehouses, a Major Development Order application submitted by Baker Engineers, LLC on behalf of Chris Atchison, requesting approval to construct three 7,500 square foot warehouses consisting of ten storage units each on 2.41 acres with a future land use of Industrial. The project is located ten miles west on U.S. Highway 20 in Trout Branch Industrial Park on Trout Branch Drive Lot 10 (Parcel No.: 19-1S-20-32200-000-0100). Staff found the project to be consistent with the Walton County Comprehensive Plan and Land Development Code contingent upon conditions being met as stated in the Staff Report. **(Exhibit 1: Staff Report)**

Ms. Michelle Baker, Baker Engineers, briefly discussed the project.

Mr. John King questioned why the project had to be processed as a Major Development order and questioned if the county has considered all the owners as part of the maintenance entity. He reported two owners have not been notified of a maintenance agreement. Attorney Noyes stated she would research the issue. Mr. Carpenter said staff's main concern regarding the development was the ownership entity was never created which is the reason for the lack of development since the county's last inspection. The remaining owners agreed to create the entity which should have received the original dedication. The entity on the plat will be responsible for maintaining the common areas with regards to the details of the covenants and restrictions. Mr. Carpenter stated this was a private agreement between the parties. Mr. King asked if each owner would have to come back before the board even if the project is over 5,000 square feet. Mr. Carpenter said county policy requires anything over 5,000 square feet must go through the Major Development Order process. A brief discussion was held regarding Proportionate Fair Share fees.

Motion by Commissioner Anderson, second by Commissioner Nipper, to approve by Final Order Atchison Warehouses with conditions as stated in the Staff Report. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. **(Exhibits: Staff Report 1)**

Mr. Carpenter presented Lot 4 South Walton Commerce Park, a Major Development Order application submitted by Choctaw Engineering, Inc., on behalf of Smoky Hill Capital Group, LLC, requesting approval to develop a 12,000 square foot and a 7,500 square foot warehouse building on +/- 1.8 acres with a future land use of Business Park. The project is located on Serenoa Road in the South Walton Commerce Park (Parcel No.: 05-3S-18-16010-000-0040). Staff found the project to be consistent with the Walton County Comprehensive Plan and Land Development Code contingent upon conditions being met as stated in the Staff Report. **(Exhibit 1: Staff Report)**

Mr. Mark Siner, Choctaw Engineering, spoke briefly about the project.

There was no public comment.

Motion by Commissioner Nipper, second by Commissioner Anderson, to approve by Final Order Lot 4 South Walton Commerce Park with conditions as stated in the Staff Report. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. **(Exhibits: Staff Report 1)**

Mr. Carpenter presented Palms at Inlet Beach, a Major Development Order application submitted by O'Connell & Associates Consulting Engineers on behalf of Hallmark Investment Properties, LTD, requesting approval to construct six (6) residential lots on 1.11 +/- acres with a future land use of Neighborhood Infill and an Inlet Beach Neighborhood Plan designation of Residential 8 units/acre. The project is located on the north side of Walton Magnolia Lane, east of South Walton Lakeshore Drive and west of Magnolia Dunes Drive (Parcel No.: 36-3S-18-16100-000-2390). Staff found the project to be consistent with the Walton County Comprehensive Plan and Land Development Code contingent upon conditions being met as stated in the Staff Report. **(Exhibit 1: Staff Report)**

Mr. Neal O'Connell, O'Connell & Associates, briefly reviewed the project. He reported a community meeting was held with the Inlet Beach Neighborhood Association to discuss

community goals, wants, and needs. The residents requested the project owner consider a height limitation to 40 feet. The owner agreed to the reduction.

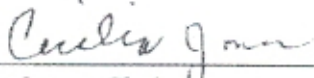
Commissioner Nipper questioned if there were any changes to the Inlet Beach Neighborhood Plan. Mr. O'Connell said there were no changes.

There was no public comment.

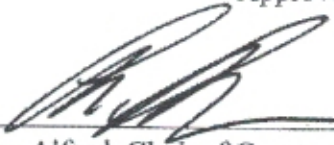
Motion by Commissioner Anderson, second by Commissioner Nipper, to approve by Final Order Palms at Inlet Beach with conditions as stated in the Staff Report. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye. **(Exhibits: Staff Report 1)**

Motion by Commissioner Nipper, second by Commissioner Anderson, to adjourn the meeting. Ayes 4, Nays 0. Jones Aye, Anderson Aye, Comander Aye, Nipper Aye.

Approved: _____


Cecilia Jones, Chairwoman

Attest: _____


Alex Alford, Clerk of Courts and County Comptroller



76 North Sixth Street
Defuniak Springs, FL 32433
Phone (850) 892-4859

Success from any point of view.

October 29, 2018

Florida Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, Florida 32317

Re: Veterans' Lodge, DeFuniak Springs, Florida

Dear Board Members;

The "Triumph" submission by Veterans' Lodge can result in being a game changer, not only for DeFuniak Springs, but for the entire region.

In connection with their plan for several hundred jobs there are a variety of infrastructure needs of their own, as well as connecting to an upgraded water and sewer system, which is a separate "Triumph" application by Walton County/DeFuniak Springs/Freeport.

We anticipate that the water/sewer application will shortly be brought before the Triumph Board and are very hopeful of the Board's approval of that application as well as the Veterans' Lodge application.

With a number of commitments by a hotel, an assisted living facility, and others, Veterans' Lodge will provide the genesis of countless good paying jobs for both veterans and civilians alike. Its connection with educational facilities and technical colleges will help to underscore the pillars of economic development, including a very special quality of life component.

The Walton County Economic Development Alliance is fully supportive of your positive action regarding both applications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Imfeld".

Bill Imfeld
Executive Director

DEVELOPMENT SCHEDULE FOR VETERANS LODGE																																	
ACTIVITY	2018		2019														2020														COMMENTS		
	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D							
CONNECTOR ROAD																																	including utility infrastructure
VETERANS LODGE																																	
SITE INFRASTRUCTURE - PHASE 1																																	Infrastructure For Veterans Lodge & Housing
VETERANS HOUSING																																	

DESIGN / DOCUMENTATION	
BIDDING	
CONSTRUCTION	

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2017

VETERANS HOLDINGS INC
C/O NATHANIEL G DUTT
BROAD AND CASSEL LLP
390 NORTH ORANGE AVE STE 1400
ORLANDO, FL 32801

Employer Identification Number:
81-3478926
DLN:
17053059347017
Contact Person:
SCOTT P BANTLY ID# 31398
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 1, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

VETERANS HOLDINGS INC

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Date of this notice: 01-16-2018

Employer Identification Number:
82-4019714

Form: SS-4

Number of this notice: CP 575 B

CJS 331 LLC
JULIE A SMITH MBR
1705 METROPOLITAN BLVD STE 102
TALLAHASSEE, FL 32308

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4019714. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

CJS 331, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

August __, 2018

THE INTEREST IN THE COMPANY REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTEREST IN THE COMPANY MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this “Agreement”), dated as of August ___, 2018 (the “Effective Date”), is entered into by and among CJS 331, LLC and its Members.

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members, intending to be legally bound, hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

1.1. **Definitions.** The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise defined in this Agreement.

(a) “Additional Member” means a Person admitted as an additional Member in accordance with the provisions of this Agreement.

(b) “Affiliate” (and, with a correlative meaning, “Affiliated”) means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. As used in this definition, “control” (including with correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or by contract or other agreement).

(c) “Capital Account” means the capital account maintained for a Member pursuant to Article III.

(d) “Capital Contribution” means any cash, cash equivalents, promissory obligations or the Fair Market Value of other property which a Member contributes to the Company pursuant to Sections 3.1 and 3.2.

(e) “Certificate” means the Company’s Certificate of Formation as filed with the Secretary of State of Florida.

(f) “Code” means the United States Internal Revenue Code of 1986, as amended.

(g) “Company” means CJS 331, LLC, a Florida limited liability company, as it may be constituted from time to time, and including its successors.

(h) “Florida Act” means the Florida Limited Liability Company Act, as it may be amended from time to time, and any successor to thereto.

(i) “Distribution” (and, with a correlative meaning, “Distribute”) means each distribution made by the Company to a Member with respect to such Member’s Percentage of Interest, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided that none of the following shall be a Distribution: (i) any compensation paid to any Member in such Member’s capacity as Manager, officer, consultant or

other provider of services in respect of services rendered, or (ii) any reimbursement to a Member for out-of-pocket expenses incurred by the Member in connection with the business of the Company.

(j) “Fair Market Value” as it relates to property or assets of the Company, or property or assets to be contributed to the Company, means the fair market value of such property or assets as determined by the Manager in good faith, using all factors, information and data it deems to be pertinent.

(k) “Fiscal Period” means any interim accounting period within a Fiscal Year established by the Manager and which is permitted or required by Code Section 706.

(l) “Fiscal Year” means the Company’s annual accounting period for federal income tax purposes established pursuant to Section 7.3.

(m) “Interest in the Company” of a Member means such Member’s share of profits and losses of the Company and the right to receive distributions of assets of the Company

(n) “Independent Third Party” means any Person who (together with its Affiliates), immediately prior to the contemplated transaction, (i) does not own any Percentage of Interest, (ii) is not an Affiliate or employee of any holder of Percentage of Interest, (iii) is not the spouse, descendant (by birth or adoption), sibling (by birth or adoption), parent or dependent of any holder of Percentage of Interest, (iv) is not a trust for the benefit of any holder of Percentage of Interest, and (v) is not a group consisting of any of the foregoing.

(o) “Low” means Robert E. Low, an individual.

(p) “Member” means (i) each of the Persons named on **Exhibit A** attached hereto and (ii) any Person admitted to the Company as a Substitute Member or Additional Member in accordance with ARTICLE IX.

(q) “Membership Interest Pledge Agreement” means that certain Membership Interest Pledge Agreement, dated as of the date hereof, by and between the Smiths and Low.

(r) “New Partnership Audit Rules” means the provisions of Subchapter C of Chapter 63 of the Code, as revised by Section 1101 of the 2015 Budget Act, as such provisions may thereafter be amended and including Treasury Regulations or other guidance issued thereunder.

(s) “Percentage of Interest” means the Interest in the Company of a Member expressed as a percentage of the whole of the interests in the Company of all Members.

(t) “Person” means an individual or any corporation, partnership, limited liability company, trust, unincorporated organization, association, joint venture or any other organization or entity, whether or not a legal entity.

(u) “Pickett Loan” shall mean the loan from F. Diane Pickett, as Trustee of the Revocable Living Trust Agreement of F. Diane Pickett dated December 3, 2002, as lender, to the Company, as borrower, dated on or about January 16, 2016, in the original principal amount of \$1,000,000.00.

(v) “Prime Meridian Bank Loan” shall mean the loan from Prime Meridian Bank, as lender, to the Company, as borrower, dated on or about January 1, 2018, in the original principal amount of \$4,520,000.00.

(w) “Real Property” means the real property and improvements, if any, which is owned by the Company as of the Effective Date, which is more particularly described on **Exhibit B** attached hereto.

(x) “Reserved Real Property” shall mean that portion of the Real Property consisting of approximately Two Hundred (200) acres which will be distributed outright by the Company to Low, pursuant to the terms of this Agreement.

(y) “Smiths” means, collectively, Chadwell Lee Smith and Julie A. Smith

(z) “Substitute Member” means a Person that acquires Percentage of Interest from a Member in accordance with the provisions of this Agreement.

(aa) “Treasury Regulations” means the income tax regulations promulgated under the Code and any corresponding provisions of succeeding regulations.

(bb) “Veterans Holdings, Inc.” means Veterans Holdings, Inc. d/b/a Veterans Lodge, a Florida not for profit public charitable organization established and in good standing under Internal Revenue Code Section 501(C)(3).

ARTICLE II. ORGANIZATIONAL MATTERS

2.1. **Formation of Company.** The Company was formed on January 12, 2018, pursuant to the provisions of the Florida Act.

2.2. **Limited Liability Company Agreement.** The Members hereby execute this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Florida Act. The Members hereby agree that the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and the Florida Act. On any matter upon which this Agreement is silent, the Florida Act shall control. No provision of this Agreement shall be in violation of the Florida Act and to the extent any provision of this Agreement is in violation of the Florida Act, such provision shall be void and of no effect to the extent of such violation without affecting the validity of the other provisions of this Agreement; provided that where the Florida Act provides that a provision of the Florida Act shall apply “unless otherwise provided in a limited liability company agreement” or words of similar effect, the provisions of this Agreement shall in each instance control.

2.3. **Name.** The name of the Company shall be “**CJS 331, LLC**”. The Manager in its sole discretion may change the name of the Company at any time and from time to time. Notification of any such change shall be given to Members. The Company’s business may be conducted under its name and/or any other name or names deemed advisable by the Manager.

2.4. **Registered Office.** The registered agent for the service of process and the registered office shall be that person and location reflected in the Certificate as filed in the office of the Secretary of State of Florida. The Manager may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of Florida.

2.5. **Term.** The term of the Company commenced upon the filing of the Certificate in accordance with the Florida Act and shall continue in existence until termination and dissolution thereof in accordance with the provisions of ARTICLE X.

2.6. **Partnership.** The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III. CAPITAL ACCOUNTS

3.1. **Initial Capital Contributions.** As their respective initial contributions to the capital of the Company, the Members shall pay (or have paid) to the Company cash in the respective amounts set forth on **Exhibit A**, on the Effective Date, and in consideration therefor shall receive the respective Interest in the Company also set forth on **Exhibit A**. On the Effective Date, Low shall make an additional capital contribution to satisfy the Pickett Loan and the Prime Meridian Bank Loan.

3.2. **Maintenance of Capital Accounts.** A separate Capital Account shall be maintained for each Member. Capital Account means, as to any Member, an account that (i) shall be credited with the amount of cash and the value of other property such Member has contributed to the Company, and the distributive share of Company income and gain of such Member, including income or gain exempt from tax, any unaccounted for inherent income or gain on property distributed by the Company which would be allocated if the property had been disposed of in a taxable disposition, and any unrealized income or gain in property revalued under Section 3.5(c) hereof which would be allocated if the property were disposed of in a taxable disposition, and (ii) shall be debited with the cash and the value of property distributed to such Member or Permitted Assignee (net of liabilities to which such distributed property is subject), and the distributive share of Company loss and deduction of such Member.

3.3. **Additional Capital Contributions; Additional Percentage of Interest in the Company.**

(a) The Manager, without the consent of any Member, is authorized at any time from time to time to accept additional capital contributions to the Company from any Member, in consideration for such Interest in the Company as the Manager shall determine in its absolute discretion, and the Manager is further authorized to adjust the Percentage of Interest of the Members as appropriate to reflect the issuance of additional Interest in the Company. In the event any such additional capital contribution consists of property other than cash, the Manager is expressly authorized in its absolute discretion and with or without appraisal, to determine the value of such property.

(b) Notwithstanding anything to the contrary contained herein, if the Manager of the Company reasonably determines that the Company is unable to pay (i) operating deficits of the Company necessary to carry on the Company's business or activities (the "Shortfall"), the Manager shall make a capital call in an amount equal to the Shortfall (the "Capital Call Amount"), in writing, to each Member of the Company, setting forth the Capital Call Amount and the amount of each Member's respective capital call amount in proportion to each Member's respective Percentage of Interest (the "Member's Capital Call Amount") in the Company. Except as otherwise set forth herein, each Member shall, within fifteen (15) calendar days of the date written notice is sent from the Manager, deposit with the Manager of the Company, in the Company's name, in cash, the Member's Capital Call Amount that the Manager has so directed in the written notice. Upon the failure of any Member to pay the Member's Capital Call Amount

within the initial fifteen (15) calendar day period, to the extent required by this Agreement, the Company shall provide a second written notice to such non-paying Member(s), and if such non-paying Member(s) does not pay the Member's Capital Call Amount within a 24 hour period, the non-paying Member(s) shall be considered to be in default under this Section 3.3(b).

(i) All Members who are not in default under this Section 3.3(b) shall have the right to pay to the Company the Capital Call Amount(s) of the Members who are in default under this Section 3.3(b), as the paying Member(s) agree, or if no agreement is reached, then pro rata (based on the non-defaulting Members' respective Adjusted Percentage of Interest). Payments made to the Company under this Section 3.3(b)(i) by Members not in default under Section 3.3(b) (the "Contributing Member(s)") shall, as determined by a majority of the Percentage of Interests of the Contributing Members, elect either to (i) treat the advance as an additional capital contribution to the Company as set forth in Section 3.3(b)(ii), or (ii) treat the advance as a loan to the Company as set forth in Section 3.3(b)(iii), which said election shall be made in writing at the time the advance is made.

(ii) If the Contributing Member(s) elect to treat the payments made under Section 3.3(b)(i) as an additional capital contribution, then such funds shall be allocated to each Contributing Member's Capital Account and, when made, each Member's respective Percentage of Interest shall be adjusted and redetermined by dividing the aggregate capital contributions by the Members since the inception of the Company by the aggregate capital contributions of Members since the inception of the Company. The resulting quotient will be multiplied by the total Percentage of Interests of all Members and that number shall be such Member's adjusted Percentage of Interest and shall supersede the previous Percentage of Interest of each Member.

(iii) If the Contributing Member(s) elect to treat the payments made under Section 3.3(b)(i) as a loan to the Company, no adjustment shall be made to each Member's Capital Account or Percentage of Interest and instead, the amount of such advance shall be considered a loan by the Contributing Members to Company of the amount so advanced which shall bear interest at a rate equal to the Interest Rate, until repaid. In addition, until all such loans are repaid by the Company any and all distributions from the Company which would have been paid to the Members in default under Section 3.3(b) shall be paid to the Contributing Members in proportion to the then outstanding interest and principal of such loans.

(c) The Members recognize and understand that lenders and/or banks providing funds to the Company may require each Member and each Member's respective principals to sign personal guarantees ("Guarantee"). The Members agree that the Company will incur damages if any Member or any principal of a Member refuses to sign such Guarantee and that such damages will be difficult to measure or otherwise ascertain. The Members further agree that in the event any Member refuses to sign a Guarantee which is on the same terms and conditions as a Guarantee being executed by all Members and all other principals of the Members, such refusal will be deemed an offer by the Member or by the Member in which the principal has an interest to sell to Company such Member's Percentage of Interest in the Company for an amount equal to the Member's Capital Contribution, provided, however, that the amount of any Guarantee provided for hereunder shall be limited to a Member's Percentage of Interest, or a principal's ownership interest in such Member, as the case may be, of such loan or obligation.

(i) Each Member agrees to indemnify and hold every other Member, the principal owners thereof and their respective spouse(s) harmless from and against any and all loss, liability, cost, damage or expense (including reasonable attorneys' fees) resulting from the indemnifying party's default in his or its obligation pursuant to this Section 3.3(c). The indemnification provisions of this Section 3.3(c) are for the sole use and benefit of the Members, their principal owners and their respective spouse(s) and may be relied upon by any creditor of the Company, any creditor of the Members or any other third party.

(ii) Notwithstanding anything contained in this Agreement to the contrary, in the event that any Member (the "Paying Member") remits payment with respect to any note, indebtedness, lease or any other type or kind of liability (except liability by reason of actions or omissions involving the Paying Member's own fraud, bad faith or gross negligence) of the Company or any of its subsidiaries, secured or unsecured, executed by the Company or any of its subsidiaries and with respect to which such Paying Member has any liability pursuant to a personal guarantee or otherwise (including, without limitation, being a co-maker on any promissory note issued by the Company), the Paying Member may seek reimbursement from each Member and each Member (other than the Paying Member), no later than five (5) business days after payment by the Paying Member, shall reimburse the Paying Member in an amount equal to such Member's Percentage of Interest in the Company multiplied by the amount of the company debt paid by the Paying Member. If any Member fails to timely reimburse the paying Member as required in the preceding sentence, such non-reimbursing Member (the "Non-Reimbursing Member") agrees to pay interest to the Paying Member on the amount not reimbursed at an interest rate of twelve percent (12%) per annum until the same is paid. If the Paying Member employs legal counsel to collect the amounts owed by a Non-Reimbursing Member, such Non-Reimbursing member agrees to pay to the Paying Member, in addition to such Non-Reimbursing member's reimbursement obligations hereunder due and unpaid, all reasonable attorney's fees for the services of such counsel, whether suit be brought or not, together with all costs and expenses thereof. Further, the Non-Reimbursing member hereby directs the Company to pay the Paying member all distributions payable to the Non-Reimbursing Member from the Company to the extent of the Non-Reimbursing Member's reimbursement obligations hereunder. Unless otherwise agreed to by all of the Members, the permitted transfer of a Member's Interest, or any part thereof, in the Company for any reason shall not operate to release such Member from any obligation for which such Member was liable immediately before such transfer and distributions attributable to the Interest (or portion thereof) so transferred may be directed to the Paying Member as provided in this Section.

3.4. **Profits, Losses, and Tax Allocations.** All profit or loss of the Company for any applicable accounting period, and all items of income, gain, loss, deduction and credit for income tax purposes with respect to such period, shall be allocated to each Member and to each Permitted Assignee in an amount equal to the total thereof multiplied by the decimal equivalent of the Percentage of Interest of such Member or Permitted Assignee.

3.5. **Allocations with Respect to Tax Matters.**

(a) Solely for tax purposes, income, gain, loss, and deduction with respect to property contributed to the Company by any Member shall be allocated in accordance with

Section 704(c) of the Code, Treasury Regulations issued thereunder, and Treasury Regulations Section 1.704-1(b)(2)(iv)(g), so as to take account of any variation between the basis of the property to the Company and its fair market value at the time of contribution.

(b) For purposes of determining shares of nonrecourse liabilities of the Company under Treasury Regulations Section 1.752-3(a)(3), it is hereby specified (in accordance with such Treasury Regulations) that the Distribution in Company profits of each Member or Successor Member is the same as his or her Percentage of Interest in the Company.

(c) If the Company “revalues” its property under the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the Capital Accounts shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization, and gain or loss, as computed for book purposes with respect to so much of the Company’s property as has been subject to such “revaluation” as that term is used in Treasury Regulations Section 1.704-1(b)(2)(iv)(f) (the “Revalued Property”). The distributive shares of the Members of depreciation, depletion, amortization, and gain or loss with respect to the Revalued Property, as computed for tax purposes, shall be determined so as to take account of the variation between the adjusted tax basis and book value of such Revalued Property in the same manner as under Section 704(c) of the Code.

(d) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their respective Percentage of Interests held in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(e) If during any taxable year of the Company there is a change in the Interest of any Member in the Company, then the Manager shall cause the allocations of the Company’s income, gains, losses, deductions, and credits (and items thereof) to be made in a manner which takes into account the varying interest of the Members and Successor Members in the Company during such taxable year in accordance with Code Section 706(d) and the Treasury Regulations thereunder.

3.6. Nonrecourse Deductions and Minimum Gain Chargebacks.

(a) The Company’s Nonrecourse Deductions, if any, for each fiscal year of the Company shall, subject to this Article 4 (relating to, among other things, allocations to take into account book/tax disparities), be allocated the Members, for both book and tax purposes, in accordance with their relative Percentage of Interest during such period. The Company’s Partner Nonrecourse Deductions, if any, shall be allocated among the Members in accordance with Treasury Regulations Section 1.704-2(i).

(b) If there is a net decrease in Partnership Minimum Gain and/or Partner Nonrecourse Debt Minimum Gain during a fiscal year of the Company, then prior to making the other allocations provided for in this Section for such fiscal year, the Members shall be allocated items of income and gain for such year in the manner and relative amounts, if any,

required by the applicable provisions of Treasury Regulations Section 1.704-2 regarding minimum gain chargebacks and/or the chargebacks of partner nonrecourse debt minimum gain, as applicable.

(c) For purposes of this Section, the terms “Nonrecourse Deductions”, “Partner Nonrecourse Deductions”, “Partnership Minimum Gain”, and “Partner Nonrecourse Debt Minimum Gain” shall have the same meanings ascribed to such phrases in Treasury Regulations Section 1.704-2.

(d) The allocations set forth in the foregoing provisions of this Section 4.06 shall be made after taking into account all other distributions under this Article 4 through the end of the period in question.

3.7. **Distributions.** Subject to the terms of the any applicable Regulations, any Net Cash Flow for each Fiscal Year (or fractional portion thereof) (collectively “Distribution(s)”), shall be distributed within ninety (90) days after the end of each Fiscal Year, or of such other time as determined by the Manager, in the following order of priority:

- (a) First, to repay any outstanding loans to the Company from the Members; and
- (b) Second, the balance of such Distributions, if any, shall be distributed pro-rata to the Members according to their Percentage of Interest.

3.8. **Special Distribution – Reserved Property.** Within ninety (90) days after the Effective Date, the Company shall make a special distribution of the Reserved Property to Low. As soon as practicable after the Effective Date, the Manager shall propose a legal description of the Reserved Property boundary for the Reserved Property for review and input by the Members. Thereafter, the Manager shall cause the Reserved Property to be established as a separate legal parcel and distributed outright by the Company to Low.

3.9. **Capital Proceeds.** Subject to any applicable Regulations and further subject to the terms hereof, any Capital Proceeds shall be distributed to and among the Members in the following amounts and order of priority:

- (a) First, to discharge, to the extent required by any lender or creditor, the debts and obligations of the Company;
- (b) Second, repay any outstanding loans to the Company from Members;
- (c) Third, to fund reserves for contingent or unforeseen liabilities or obligations of the Company to the extent deemed reasonable by the Manager;
- (d) Fourth, to the distribution to each Member, pro-rata to the Members according to their positive Capital Account balance, if any; and
- (e) Finally, the balance of such proceeds, if any, shall be distributed pro-rata to the Members according to their Percentage of Interest.

ARTICLE IV.

MANAGEMENT

4.1. **Authority of Manager.** Except for situations in which the approval of any Member(s) is specifically required by this Agreement or the Florida Act, (i) all management powers over the business and affairs of the Company shall be exclusively vested in a Manager (the “Manager”) and (ii) the Manager shall conduct, direct and exercise full control over all activities of the Company. The Manager shall be a natural person and shall be the “Manager” of the Company for the purposes of the Florida Act. The initial Manager shall be [Dale Helle]. The Members holding a majority of the Percentage of Interest may remove and, at their option and at any time thereafter, replace, the Manager at any time. In the event that a Manager ceases to serve as a member of the Manager, the resulting vacancy of the Manager shall be filled by the Members holding a majority of the Percentage of Interest.

4.2. **Restrictions on Authority of the Manager; Unanimous Approval.** The following actions by the Manager shall require the unanimous approval of all of the Members:

- (a) Any act in contravention of this Agreement;
- (b) Any merger or consolidation of the Company with or into any other entity;
- (c) Any sale, lease, assignment or other disposition by the Company in any single transaction or series of related transactions, (i) of all or substantially all of its assets, or (ii) that is not in the ordinary course of business, except upon an “Event of Default” under the Membership Interest Pledge Agreement;
- (d) Commencement of any voluntary proceeding in respect of the Company seeking liquidation, reorganization, dissolution or bankruptcy; or
- (e) Liquidation or dissolution of the Company;

4.3. **Limitation of Liability of Manager.** Except as otherwise provided herein or in an agreement entered into by such Person and the Company, no Manager shall be liable to the Company or to any Member for any act or omission performed or omitted by such Manager in its capacity as a member of the Manager pursuant to authority granted to such Person by this Agreement; provided that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person’s willful misconduct or knowing violation of law. The Manager may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder. The Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts and any act of or failure to act by the Manager in good faith reliance on such advice shall in no event subject the Manager or any Manager thereof to liability to the Company or any Member.

4.4. **Officers.** The day-to-day business and operations of the Company shall be overseen and implemented by officers of the Company (each, an “Officer” and collectively, the “Officers”), subject to the limitations imposed by the Manager. An Officer may, but need not, be a Manager or a Member. Each Officer shall be appointed by the Manager and shall hold office until their successor shall be duly designated and shall qualify or until their death or until he shall resign or shall have been removed in the manner hereinafter provided. Any one Person may hold more than one office. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Manager. The authority and responsibility of the Officers shall include, but not be limited to, such duties as the Manager may, from time to time, delegate to them and the carrying out of the Company’s business and affairs on a day-to-day basis.

4.5. **Appointment of Julie A. Smith as an Officer.** The Company hereby appoints Julie A. Smith as an Officer of the Company, in the capacity as President. Subject to the authority of the Manager hereunder, Julie A. Smith shall have charge of all routine and ordinary administrative affairs of the Company.

ARTICLE V. RIGHTS AND OBLIGATIONS OF MEMBERS

5.1. **Limitation of Liability.** Except as provided in this Agreement or in the Florida Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any such debts, obligation or liability solely by reason of being a Member or acting as a Manager of the Company. Except as otherwise provided in this Agreement, a Member's liability (in its capacity as such) for Company liabilities and losses shall be limited to the Company's assets. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Florida Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

5.2. **Lack of Authority.** Unless such authority or power has been granted to a Member by the Manager, no Member in its capacity as such has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditure on behalf of the Company. The Members hereby consent to the exercise by the Manager and the Manager of the powers conferred on them by law and this Agreement.

5.3. **No Right of Partition.** No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company.

5.4. **Indemnification.** The Company hereby agrees to indemnify and hold harmless any Person (each an "Indemnified Person") to the fullest extent permitted under the Florida Act, against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, taxes or penalties) reasonably incurred or suffered by such Person by reason of the fact that such Person is or was a Member or is or was serving as a Manager or Officer of the Company or is or was serving at the request of the Company; no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its Affiliates' willful misconduct or knowing violation of law.

5.5. **Members Right to Act.** For matters that require the approval of Members, such Members shall act through meetings and written consents as described in Sections (a) and (b) below:

(a) The acts by the Members holding a majority of all Percentage of Interest shall be the acts of the Members. Any Member entitled to vote at a meeting of Members or to express consent or dissent to Company action in writing without a meeting may authorize another person or persons to act for it by proxy. An electronic mail by the Member shall (if stated thereon) be treated as a proxy executed in writing for purposes of this Section 5.5(a).

(b) The actions by the Members as permitted hereunder may be taken at a meeting called by the Manager or by Members on at least 48 hours' prior written notice to the other Members, which notice shall state the purpose or purposes for which such meeting is being called. The actions by the Members may be taken by vote of the Members at a meeting or by written consent (without a meeting, without notice and without a vote) so long as such consent is signed by Members having Percentage of Interest representing not less than the minimum number of

Percentage of Interest that would be necessary to authorize or take such action at a meeting at which all Members were present and voted. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof.

5.6. **No Withdrawal.** So long as a Member continues to hold any Percentage of Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Percentage of Interest, such Person shall no longer be a Member.

5.7. **Other Activities.** Any Member or Manager may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others, whether or not similar to or in competition with the Company, and neither the Company nor any Member or Manager shall have any right by virtue of this Agreement in or to such other business ventures, or to the income or profits derived from such other business.

ARTICLE VI. COVENANTS – SMITHS

6.1. **Covenants and Obligations – Smiths.** As an inducement for Low to become a Member of the Company, the Smiths shall comply with, or cause to be complied with, the following covenants and obligations:

(a) At all times during the term of this Agreement, Veterans Holdings, Inc. shall maintain Net Equity in an amount not less than \$50,000 (as used in this Section 6.1(a), “Net Equity” shall mean the difference between (x) the fair market value of the assets of Veterans Holdings, Inc., and (y) the liabilities of Veterans Holdings, Inc.);

(b) Veterans Holdings, Inc. shall obtain a building permit from the applicable governmental agency(ies) for the construction of improvements upon the Reserved Real Property within six (6) months after Veterans Holdings, Inc. has become the fee simple title owner of the Reserved Real Property;

(c) Veterans Holdings, Inc. shall commence construction of improvements upon the Reserved Real Property within six (6) months after Veterans Holdings, Inc. has become the fee simple title owner of the Reserved Real Property;

(d) Veterans Holdings, Inc. shall, at all times during the term of this Agreement, be exempt from federal income tax under Section 501(C)(3) of the Code;

(e) Veterans Holdings, Inc. shall, at all times during the term of this Agreement, be a public charity under Section 509(A)(2) of the Code; or

(f) Veterans Holdings, Inc. shall furnish the Manager of the Company with quarterly financial statements, in form reasonably accepted by the Manager within fifteen (15) days following the end of each calendar quarter.

6.2. **Covenants and Obligations – Membership Interest Pledge Agreement.** The obligations and covenants of the Smiths set forth in Section 6.1 above, shall be secured by the Membership Interest Pledge Agreement. In the event that any one of the covenants or obligations set forth in Section

6.1 above are not complied within the time prescribed therein, such failure shall be deemed an “Event of Default” by the Smiths under the Membership Interest Pledge Agreement.

ARTICLE VII. BOOKS, RECORDS, ACCOUNTING AND REPORTS

7.1. **Records and Accounting.** The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company’s business, including all books and records required to be kept pursuant to applicable laws.

7.2. **Examination of Books and Records.** Each Member shall have the right at all reasonable times during usual business hours to examine and make copies of or extracts from the books of account of the Company. Such right may be exercised through any agent of such Member designated by him. Each Member performing or causing an examination shall bear all expenses incurred in any examination made by or for such Member. As permitted by Section 18-305 of the Florida Act and notwithstanding any duties imposed upon the Manager pursuant to the Florida Act, the Company shall not be obligated to provide any information to any Person other than Members and their designated agents.

7.3. **Fiscal Year.** The Fiscal Year of the Company shall end on December 31 of each year or such other date as may be established by the Manager.

7.4. **Preparation of Tax Returns.** The Company shall arrange for the preparation and timely filing of all returns required to be filed by the Company. The Company shall use reasonable commercial efforts to send by April 1st of each year to each Person who was a Member at any time during the preceding Fiscal Year, a statement showing such Member’s final state tax apportionment information and allocations to the Members of taxable income, gains, losses deductions and credits for such Fiscal Year and a completed IRS Schedule K-1.

7.5. **Tax Controversies.** An eligible Member or other eligible Person designated by the Manager shall act as the Company’s “partnership representative” for U.S. federal income tax purposes under Code section 6223 (as amended) (the “Partnership Representative”), and in any similar capacity under state or local Law. The Partnership Representative shall initially be [REDACTED]. The Partnership Representative shall have the power and authority to perform in such capacity those duties as may be required to be performed by a “partnership representative,” under the Code, including resulting administrative and judicial proceedings, and to sign consents, enter into settlement and other agreements with such authorities with respect to any such examinations or proceedings and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall not take any material action in its capacity as such without the approval of the Manager. In addition, the Partnership Representative shall give prompt notice to the Members of all material notices it receives from the Internal Revenue Service (“IRS”) concerning the Company (other than any notices that have previously been provided by the IRS to such Member directly), including any notice of audit, any notice of action with respect to a revenue agent’s report, any notice of a thirty (30) day appeal letter and any notice of a deficiency in tax concerning the Company’s federal income tax return. The Partnership Representative shall furnish the Members periodically with status reports regarding any negotiations between the IRS and the Company. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any and all things reasonably required by the Partnership Representative to conduct such proceedings and to provide to the Company any information that could help mitigate any tax due by the Company or the Members. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation affecting Company items. This provision shall survive any termination of this Agreement. The designation of the Partnership Representative may be changed from time to time as determined by the Manager.

7.6. **Taxation as a Partnership or Passthrough.** It is the intention of the Members that the Company be classified as a partnership for U.S. federal income tax purposes, commencing on the Effective Date or, if earlier, the date on which the Company is determined to have had multiple Members for federal income tax purposes. No election shall be made by the Company or any Member for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state Law or to be classified as other than a partnership pursuant to Treasury Regulation Section 301.7701-3.

7.7. **Reimbursement.** The Partnership Representative shall be reimbursed by the Company for all reasonable out-of-pocket costs and expenses incurred in its performance of its duties as described herein and in Section 7.8.

7.8. **New Partnership Audit Rules.**

(a) To the extent eligible, the Company shall elect pursuant to Code section 6221(b) (or successor provision) to have Subchapter C of Chapter 63 of the Code (the “New Partnership Audit Rules”) not apply to any federal income tax audits and other proceedings. If the Company becomes subject to the New Partnership Audit Rules, the Company will, with respect to any final “partnership adjustment” (as such term is defined for purposes of Code section 6241(2) (as revised to reflect the New Partnership Audit Rules) or any successor provision), make the election provided for in Code section 6226(a) (as revised to reflect the New Partnership Audit Rules) or any successor provision, unless otherwise decided by the Manager. If the Manager determines that the Company will not make the election under Code section 6226 with respect to any final partnership adjustment of the Company, then the Company shall make any payments of assessed amounts under Code section 6232 to the IRS and shall allocate any such assessment among the current or former Members of the Company for the “reviewed year” to which the assessment relates in a manner that reflects the current or former Member’s respective interests in the Company for the reviewed year based on each such current or former Member’s share of such assessment as would have occurred if the Company had amended the tax returns for such reviewed year and each such current or former Member incurred the assessment directly (using the tax rates applicable to the Company under Code section 6225). In addition, if the Company does not make the election under Code section 6226, then, to the extent that the Company is assessed amounts under Code section 6232, then, to the extent reasonably practicable, the Partnership Representative shall request each current or former Member to which this assessment relates to pay to the Company, and such current or former Member shall pay to the Company, such current or former Member’s share of the assessed amounts, as determined pursuant to the preceding sentence, including such current or former Member’s share of any accrued interest and penalties assessed against the Company relating to such current or former Member’s share of the assessment, upon thirty (30) days written notice from the Partnership Representative requesting the payment.

(b) Each Member shall provide to the Partnership Representative any information that could help mitigate any tax due by the Company or the Members.

(c) The provisions of this Section 7.8 shall survive the termination of the Company or the termination of any Member’s interest in the Company and shall remain binding on the Members for as long a period of time as is necessary to resolve with the IRS any and all matters regarding the federal income taxation of the Company or the Members (relating to the operations of the Company).

ARTICLE VIII.

TRANSFER OF PERCENTAGE OF INTEREST

8.1. **Restriction on the Transfer of Percentage of Interest.** Except as otherwise authorized in this Agreement, no Member may transfer, sell, convey, pledge, hypothecate or gift their respective Interest in the Company without the prior written consent of the other Member(s). Any purported or attempted transfer of any Interest in the Company made in violation of this Section 8.1 shall be null and void and the purported transferee of such invalid transfer shall not be entitled to have any Interest in the Company transferred to such purported transferee on the books of the Company.

8.2. **Assignee's Rights.** The transfer of any Percentage of Interest in accordance with this Agreement shall be effective as of the date of its assignment (assuming compliance with all of the conditions to such transfer set forth herein and any other agreement between the Company and the applicable Member), and such transfer shall be shown on the books and records of the Company. Profits, losses and other Company items shall be allocated between the transferor and the assignee according to Code section 706, using the interim closing of the books method. Distributions made before the effective date of such transfer shall be paid to the transferor, and Distributions made after such date shall be paid to the assignee.

8.3. **Transferor's Rights and Obligations.** Any Member who shall transfer any Percentage of Interest in a manner in accordance with this Agreement (and any other agreement between the Company and the applicable Member) shall cease to be a Member with respect to such Percentage of Interest or other interest and, except as specifically set forth in this Agreement or the Florida Act shall no longer have any rights or privileges, or duties, liabilities or obligations, of a Member with respect to such Percentage of Interest or other interest (it being understood, however, that the applicable provisions of Sections 5.4 and shall continue to inure to such Person's benefit).

8.4. Right of First Refusal.

(a) If a Member (the "Offering Member") proposes to sell all or any part of its Percentage of Interest (the "Offered Percentage of Interest"), it must be pursuant to a Bona Fide Offer (the "Offer") and the Offering Member shall give written notice (the "Purchase Notice") to the Company and the other Members (the "Offeree Members"), fully describing the offeror (the "Proposed Transferee") and the terms and conditions of the Offer (including a true and complete copy thereof). In the Purchase Notice, the Offering Member shall represent and warrant that the Offering Member intends to accept the offer.

(b) The Offeree Members shall then have a right and option, for a period ending thirty (30) calendar days following the receipt of the Purchase Notice, to elect to purchase all or any part of the Offered Percentage of Interest pro rata in accordance with their Percentage of Interests at the purchase price and upon the terms specified in the Offer. If the Offeree Members do not elect to purchase the entire interest, then the Offeree Members electing to purchase shall have the right, pro rata in accordance with their Percentage of Interests, to elect to purchase the remaining part of the Offered Percentage of Interest available for purchase. If any of the Offered Percentage of Interest remains, the Company shall then have a right and option, for a period ending forty-five (45) calendar days following the receipt of the Purchase Notice, to elect to purchase all or any part of the Offered Percentage of Interest not elected to be purchased by the Offeree Members at the purchase price and upon the terms specified in the Offer. If the option(s) set forth in this Section 8.4(b) are exercised, unless the parties involved mutually agree otherwise, delivery to the Company and/or the purchasing Offeree Members of the interest to be purchased and payment of the purchase price therefor shall take place at a closing to be held at the principal office of the Company within forty-five (45) calendar days following the exercise of the last option. At such closing, the Offering Member shall deliver to the Company and/or the purchasing Offeree Members a bill of sale and

assignment effecting the transfer of the interest to be purchased, in form and substance satisfactory to the Company and/or the purchasing Offeree Members (but without representation or warranty other than a representation and warranty that the interest to be purchased is transferred free and clear of any and all liens, encumbrances and charges of any nature whatsoever, other than arising under this Agreement), and shall deliver, in addition, any other documents reasonably requested by the Company and/or such purchasing Offeree Members to effectuate the purposes of this Agreement.

(c) Notwithstanding the foregoing, however, if the Company and/or the Offeree Members do not elect to purchase all of the Offered Percentage of Interest subject to the right of first refusal pursuant to this Section 8.4, the Offering Member may sell or transfer all, but not less than all, of the Offered Percentage of Interest, subject to all the terms and conditions contained in the Offer, to the Proposed Transferee, who shall take and hold the interest subject to this Agreement and to all of the obligations and restrictions upon the Offering Member and shall observe and comply with this Agreement and with all such obligations and restrictions. Any such transfer of the Offered Percentage of Interest must be effected within sixty (60) calendar days after the date of the termination of the Offeree Members' options as provided herein. If the Offering Member fails to complete such transfer on such terms and conditions within the sixty (60) calendar day period, then any subsequent proposed transfer of all or any part of such Percentage of Interest shall once again be subject to the provisions of this Section 8.4.

8.5. Drag Along. If at any time, one or more Members holding more than 50% of the outstanding Percentage of Interest (the "Selling Member(s)") desires to sell 50% or more of the outstanding Percentage of Interest or substantially all of the assets of the Company in one or more series of transactions to an Independent Third Party (the "Sale Transaction"):

(a) The Selling Member(s) will have the right to require all (but not less than all) of the other Members of the Company (the "Other Members") (i) in the case of a sale of assets by the Company, to consent to the sale of assets, or (ii) in the case of a sale of Percentage of Interest, participate in the sale as sellers of their Percentage of Interest along with the sale by the Selling Member(s) for the same consideration per Percentage of Interest and on the same terms relating to the Percentage of Interest as the Selling Member(s) subject to appropriate adjustments to reflect the amount the Members would receive upon a liquidation of the Company in the event the purchase price was received by the Company and distributed to the Members in accordance with Section 3.9.

(b) At the closing, each Other Member will execute and deliver all documents as may be reasonably required to effectuate the sale of assets or the transfer of the applicable Percentage of Interest, as applicable, free and clear of all liens, claims and encumbrances of any type, other than this Agreement, and each such Member will execute such other instruments as may be reasonably required of all participating Members; provided, however, that each Other Member's liability for breach thereof will be several, and not joint, will be proportionate to the proceeds received or receivable by it in the Sale Transaction (unless the obligation arises from a representation, warranty, or covenant unique to such Other Member (e.g., title to its Percentage of Interest)), and will be limited to any proceeds received or receivable by it in the Sale Transaction. If (i) the Selling Member(s) exercise the right to require the Other Members to sell their Percentage of Interest along with the Selling Member(s), and (ii) any Other Member actively opposes or refuses to cooperate in such sale, then, in such circumstances, all Selling Members are hereby granted a limited power-of-attorney to act for and in the name of any such Other Member to execute any and all documentation in connection with the sale of the Other Member's Percentage of Interest that the Selling Member(s) deem necessary to consummate the transaction. All employment, consulting, covenant not to compete and similar payments or amounts to be paid, directly or

indirectly, to a Member or its Affiliates by the purchaser or its Affiliates (and not all Members on a per Percentage of Interest basis) will be limited to reasonable amounts.

ARTICLE IX. ADMISSION OF MEMBERS

9.1. **Substitute Members.** No transfer of Percentage of Interest to a non-Member shall be effective unless and until (a) the transfer was permitted pursuant to the terms of this Agreement; (b) the transferor and transferee shall have executed and delivered to the Manager a written instrument of assignment and such other transfer documents and instruments as the Manager may reasonably request, all in form and content reasonably satisfactory to the Manager; (c) the transferee shall have executed and delivered to the Manager a written agreement to be bound by the terms and conditions in this Agreement as fully as if the assignee were an original signatory hereto, in form reasonably satisfactory to the Manager; (d) unless waived by the Manager, the transferor shall have delivered an opinion from counsel (which counsel and opinion must be reasonably satisfactory to the Manager) to the Company stating that, in the opinion of counsel, the transfer will not jeopardize the status of the Company as a partnership for federal income tax purposes, cause a termination of the Company under the Code, or cause the Company or the transferor to violate any applicable federal or state securities laws; (e) the transferor and/or the transferee shall have delivered to the Company any information that the Manager may require to prepare its tax returns and to comply with any other reporting requirements; and (f) the transfer will not violate, or cause the Company or the transferor to violate, any applicable law. The Company may charge a reasonable fee in connection with any transaction.

9.2. **Additional Members.** A Person may be admitted to the Company as an Additional Member only upon the unanimous approval of the Members and after furnishing to the Manager (a) a written agreement to be bound by the terms and conditions in this Agreement as fully as if the Person were an original signatory hereto, in form reasonably satisfactory to the Manager and (b) such other documents or instruments as may be required by the Manager, in its sole discretion. Such admission shall become effective when such conditions have been satisfied.

ARTICLE X. DISSOLUTION AND LIQUIDATION

10.1. **Dissolution.** The Company shall not be dissolved by the admission of Additional Members or Substitute Members or the withdrawal or resignation of a Member. The Company shall dissolve, and its affairs shall be wound up, upon:

- (a) By approval of the Manager and the affirmative vote of the Members;
- (b) Entry of a decree of judicial dissolution pursuant to Section 18-802 of the Florida Act; or
- (c) A merger or consolidation in which the Company is not the surviving organization; or
- (d) The sale of substantially all of the assets of the Company.

Except as otherwise set forth in this ARTICLE X, the Company is intended to have perpetual existence. A resignation or withdrawal of a Member shall not cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

10.2. Liquidation and Termination. On dissolution of the Company, the Manager shall act as liquidator or may appoint one or more Persons as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Florida Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Manager. The steps to be accomplished by the liquidators are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the liquidators shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the liquidators shall cause the notice described in the Florida Act to be mailed to each known creditor of and claimant against the Company in the manner described thereunder;

(c) the liquidators shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine); and

(d) all remaining assets of the Company shall be distributed to the Members in accordance with Section 3.9.

The distribution of cash and/or property to the Members in accordance with the provisions of this Section 10.2 constitutes a complete return to the Members of their Capital Contributions, a complete distribution to the Members of their interest in the Company and all the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Florida Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

10.3. Cancellation of Certificate. On completion of the distribution of Company assets as provided herein, the Company is terminated (and the Company shall not be terminated prior to such time), and the Manager (or such other Person or Persons as the Florida Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Florida, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 10.3.

ARTICLE XI. GENERAL PROVISIONS

11.1. Amendments. This Agreement or the Certificate may be amended by Members holding a majority of the Percentage of Interest; provided, however, that any such amendment, modification or waiver that materially and adversely affects the economic rights or obligations of any Member (in relation to the other Members) shall require the consent of that Member(s).

11.2. Title to Company Assets. Unless distributed to a Member in accordance with this Agreement, Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. The Company shall hold title to all of its property in the name of the Company and not in the name of any Member.

11.3. **Addresses and Notices.** Any notice provided for in this Agreement will be in writing and will be either personally delivered, or sent by email, certified mail, (return receipt requested), or reputable overnight courier service (charges prepaid) to the Company and any Member at the address set forth below, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally or sent by email (provided confirmation of receipt is received), three days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service. The Company's address is:

If to Low:

Robert E. Low
2740 North Mayfair
Springfield, Missouri 65803
Attn: Dean Hoedl
Email: dhoedl@primeinc.com

With a copy to:

Spencer Fane LLP
2144 E. Republic Rd., Ste. B300
Springfield, MO 65804
Attn.: Richard Walters
Email: rwalters@spencerfane.com

If to the Smiths:

Chad and Julie Smith
6500 Old Millstone Plantation Rd.
Tallahassee, FL 32312
Attention: Julie Smith
E-mail: julieconnel@aol.com

11.4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

11.5. **Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire at any time as a result of making the loan any direct or indirect interest in Company profits, losses, Distributions, capital or property other than as a secured creditor.

11.6. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

11.7. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

11.8. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Missouri. Any dispute relating hereto shall be heard in the state or federal courts located in Springfield, Missouri, and the parties agree to jurisdiction and venue therein.

11.9. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11.10. **Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

11.11. **Entire Agreement.** This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

11.12. **Remedies.** Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

11.13. **Counsel to the Company.** This Agreement was prepared on behalf of CJS 331, LLC by Spencer Fane LLP (the "Law Firm"). CJS 331, LLC has caused the Company to select the Law Firm to prepare this Agreement and provide legal services to the Company. The Smiths acknowledge that the Law Firm does not represent the Smiths in their capacity as a Member in the absence of a clear and explicit written agreement to such effect between the Smiths and the Law Firm (and then only to such extent as set forth in the such agreement), and that in the absence of any such agreement the Law Firm shall owe no duties directly to the Smiths. The Smiths further acknowledge that the Law Firm does represent Low in his capacity as a Member. In the event any dispute or controversy arises between any the Smiths and the Company, or between the Smiths and Low, then the Smiths agree that the Law Firm may represent the Company or Low, as applicable, in any such dispute or controversy, and the Smiths hereby consent to such representation. The Manager may execute on behalf of the Company any consent to the representation of the Company that counsel may request pursuant to the applicable Rules of Professional Conduct or similar rules.

11.14. **WAIVER OF JURY TRIAL.** THE COMPANY AND THE MEMBERS HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE COMPANY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THE COMPANY OR THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

COMPANY:

CJS 331, LLC, a Florida limited liability company

By: _____
Julie A. Smith, Member and President

SMITH:

Chadwell Lee Smith, an individual

Julie A. Smith, an individual

LOW:

Robert E. Low, an individual

[Signature page to Amended and Restated Limited Liability Company Agreement]

EXHIBIT A

Members

<u>Member</u>	<u>Percentage of Interest</u>	<u>Capital Contribution</u>
Chadwell Lee Smith and Julie A. Smith 6500 Old Millstone Plantation Rd. Tallahassee, FL 32312	10.00%	\$ _____
Robert E. Low 2740 N. Mayfair Ave. Springfield, Missouri 65803	<u>90.00%</u>	\$ _____
TOTAL	100.00%	\$ _____

EXHIBIT B

Real Property – Legal Description

ALL OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 19 WEST; THE WEST ½ AND WEST ½ OF EAST ½ OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 19 WEST; THE NORTH ½ OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 19 WEST, LESS PUBLIC ROADS AND RIGHTS OF WAY. ALL LYING AND BEING IN WALTON COUNTY, FLORIDA.

LESS AND EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PROPERTY CONVEYED IN OFFICIAL RECORDS BOOK 115, PAGE 383, OFFICIAL RECORDS BOOK 134, PAGE 70, OFFICIAL RECORDS BOOK 612, PAGE 91, OFFICIAL RECORDS BOOK 1024, PAGE 125, AND OFFICIAL RECORDS BOOK 2636, PAGE 4871, OFFICIAL RECORDS BOOK 2718, PAGE 3261, OFFICIAL RECORDS BOOK 2831, PAGE 653 ALSO LESS AND EXCEPT;

THAT PORTION OF THE PROPERTY TAKEN BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO THE ORDER OF TAKING ENTERED IN CASE NO. 2013-CA-440 (FDOT V. YAHOOTIE, LLC, ETC., ET AL) IN THE CIRCUIT COURT IN AND FOR WALTON COUNTY, FLORIDA, ON AUGUST 21, 2013, IN BOOK 2942, PAGE 3884 AMENDED IN BOOK 2953, PAGE 625.

LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY FOR INTERSTATE I 10; US HIGHWAY 331; HIGHWAY 280A, AND MCCALL DAIRY ROAD.

HEALTHMARK REGIONAL MEDICAL CENTER

4413 U.S. HIGHWAY 331 SOUTH

DEFUNIAK SPRINGS, FLORIDA 32435

TELEPHONE (850) 951-4500

FAX (850) 892-7079

October 23, 2018

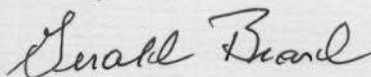
Ms. Julie Smith
1400 Village Square Blvd.
Suite 3-523
Tallahassee, Fl. 32312

Dear Ms. Smith,

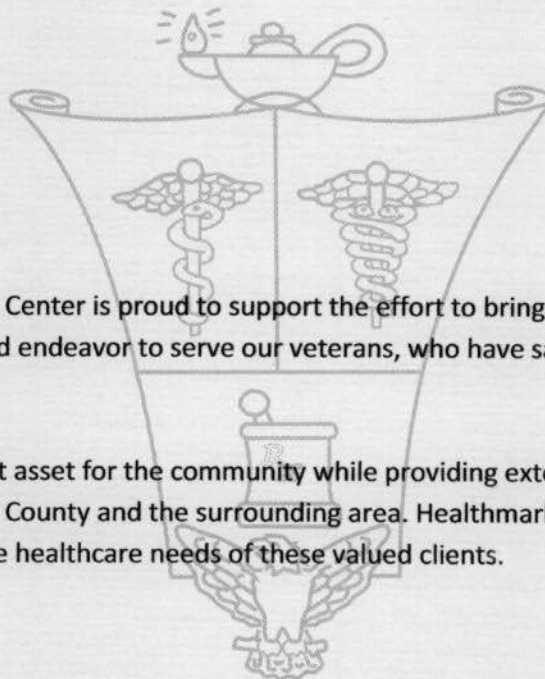
Healthmark Regional Medical Center is proud to support the effort to bring Veterans Lodge to DeFuniak Springs. This is a much needed endeavor to serve our veterans, who have sacrificed so much for this country.

Veterans Lodge will be a great asset for the community while providing extensive services for the well deserving veterans of Walton County and the surrounding area. Healthmark is excited to partner with Veterans Lodge to provide the healthcare needs of these valued clients.

Sincerely,



Gerald Beard, Administrator
Healthmark Regional Medical Center



HUCK★PAC

October 24, 2018

Greetings!

What better way to honor our veterans than to give them a safe, healthy environment for rehabilitation. Our veterans deserve the best care available to return to civilian life. The vision that Julie Smith has for Veterans Lodge is incredible. Julie, staff and volunteers have worked tirelessly for the last 7 years to see Veterans Lodge become a reality.

I commend Julie and her team on staying the course. I pray that God will continue to bless you and Veterans Lodge.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Huckabee", with a long horizontal flourish extending to the right.

Mike Huckabee



SpencerFane®

RICHARD E. WALTERS
DIRECT DIAL: (417) 888-1014
rwalters@spencerfane.com

November 8, 2018

Florida Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, Florida 32317

Re: Projects: Veterans Crossing and Veterans' Lodge

Dear Board Members:

This Firm represent CJS 331, LLC, Killian Construction Co. and Robert E. Low (collectively, the "Interested Parties") with respect to their respective roles in the ownership and development of the real property located in the City of DeFuniak Springs, commonly known as Veterans Crossing and Veterans' Lodge.

On behalf of Interested Parties, this letter is to confirm that each of the Interested Parties is ready, willing and able to support, in their respective roles, the development of the Veterans Crossing / Veterans' Lodge projects. The Interested Parties are fully supportive of the Board's positive actions on the Triumph Application submitted for these projects.

Thank you for attention to this matter.

Sincerely,

Richard E. Walters

WA 12083770.1

City of DeFuniak Springs

71 US Hwy 90 West
DeFuniak Springs, FL 32433



Phone: 850/892-8500
Fax: 850/892-8506

P.O. Box 685
DeFuniak Springs, FL 32435

Ms. Julie Smith
1400 Village Square Blvd.
Suite 3-523
Tallahassee, FL 32312

Dear Ms. Smith,

The City of DeFuniak Springs is delighted to support the effort to bring Veterans Lodge to our City. Veterans have sacrificed so much for us, so being a part of an organization that will serve our veterans is very gratifying. Veterans in Walton County as well as the surrounding area will benefit from this project.

The City has begun the effort to look at ways to make sure we can help this project come to fruition.

Yours Very Truly,

Mell Smigielski, City Manager
City of DeFuniak Springs



Randal M. Alligood, Esq.
Direct Line: 407.839.4202
Direct Facsimile: 407.650.0914
randy.alligood@nelsonmullins.com

ATTORNEYS AND COUNSELORS AT LAW

Bank of America Center
390 North Orange Avenue | Suite 1400
Orlando, FL 32801
T: 407.839.4200 F: 407.425.8377

nelsonmullins.com

** In Florida, known as Nelson Mullins Broad and Cassel*

November 12, 2018

Ms. Julie Smith
President
Veterans Holdings
2782 Millstone Plantation
Tallahassee, FL 32312

Dear Julie:

In response to your inquiry regarding a potential New Markets Tax Credit transaction, we can confirm that your location is within an NMTC location. We have expertise in this area and are delighted to be of service to assist with an allocation and a closing of an NMTC project to help subsidize the development of Veterans Lodge.

Very truly yours,

NELSON MULLINS BROAD AND CASSEL

A handwritten signature in black ink, appearing to read 'R. Alligood', written over the printed name.

Randal M. Alligood

RMA:rw



4045 East Sunshine, Suite 200 | Springfield, MO 65809
Phone: 417.851.8700 | Fax: 417.881.8225
www.ohospitalitymanagement.com

November 7, 2018

Florida Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, Florida 32317

RE: Veterans' Lodge in DeFuniak Springs, FL

Dear Board Members,

O'Reilly Hospitality Management, LLC is a hotel management and development company based out of Springfield, MO. We are also related to a joint venture with Robert Low of Prime Trucking and Killian Construction. We are actively pursuing a hotel site within the vicinity of the Veteran Lodge. We fully support the Veteran Lodge and benefits this development will provide to local Veterans as well as Veterans all over the county. We are honored to potentially be a part of this outstanding project.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim O'Reilly".

Tim O'Reilly

Chief Executive Officer

We do whatever it takes to make every guest smile!



Wavecrest Securities LLC
830 Third Ave, 5th Floor
New York, NY 10022

646-558-6321

DATE: NOVEMBER 12, 2018

Dear Triumph Fund Board Members,

We are a global investment banking firm headquartered in New York, NY with 21 Managing Directors. We have been actively working with Julie Smith and the Veterans Lodge team in DeFuniak Springs, Florida over the past year. We have been providing project development expertise and capital raising advice to the team. We plan to continue supporting the Veterans Lodge initiative and will assist them in raising equity capital in order to fund their development. We believe whole heartedly in the vision and mission of Veterans Lodge and Veterans Crossing. We'd like to do all we can to see these projects become a reality.

Please call or email at 646-558-6321 or prapello@wavecrestsecurities.com.

Thank you.

Best regards,

A handwritten signature in blue ink, appearing to read "Paul Rapello", is written over a light blue circular stamp.

Paul Rapello
Senior Managing Director
WaveCrest Securities
830 Third Avenue, 5th Floor
New York, NY 10022



76 North Sixth Street
Defuniak Springs, FL 32433
Phone (850) 892-4859

Success from any point of view.

October 29, 2018

Florida Triumph Gulf Coast, Inc.
P.O. Box 12007
Tallahassee, Florida 32317

Re: Veterans' Lodge, DeFuniak Springs, Florida

Dear Board Members;

The "Triumph" submission by Veterans' Lodge can result in being a game changer, not only for DeFuniak Springs, but for the entire region.

In connection with their plan for several hundred jobs there are a variety of infrastructure needs of their own, as well as connecting to an upgraded water and sewer system, which is a separate "Triumph" application by Walton County/DeFuniak Springs/Freeport.

We anticipate that the water/sewer application will shortly be brought before the Triumph Board and are very hopeful of the Board's approval of that application as well as the Veterans' Lodge application.

With a number of commitments by a hotel, an assisted living facility, and others, Veterans' Lodge will provide the genesis of countless good paying jobs for both veterans and civilians alike. Its connection with educational facilities and technical colleges will help to underscore the pillars of economic development, including a very special quality of life component.

The Walton County Economic Development Alliance is fully supportive of your positive action regarding both applications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Imfeld".

Bill Imfeld
Executive Director

11/7/2018

Site Improvements	
Infrastructure	\$18,140,000
Design & Engineering (5%)	\$907,000
Construction Fees (8%)	\$1,451,200
Infrastructure Total:	\$20,498,200

Veterans Lodge	
Education & Training Building	\$1,515,000
Rehabilitation Center	\$5,300,000
Welcome Center	\$367,500
Administration	\$735,000
Activity Center	\$2,835,000
Dining Hall	\$1,120,000
Maintenance Facility	\$390,000
Veterans Lodge Sub-total	\$12,262,500
Design & Engineering (7.5%)	\$919,688
Construction Fees (8%)	\$981,000
Veterans Lodge Total:	\$14,163,188
Veterans Lodge & Infrastructure	\$34,661,388



Veteran's Lodge Site Development

Defuniak Springs, FL

Conceptual Budget

Killian Construction Co.

Florida License # CGC1525294

October 3, 2018

	County Road	Secondary Roads	Feeder Roads	Veteran's Lodge Roads	Total	Unit	Unit \$	TOTAL
Linear Footage	10,748	9,239	10,865	14,903	8.67	mile		
Road Width '	32	32	32	28				
Clear & Grub 52'w	B.O.	480,428	564,980	774,956	41.79	acre	\$ 4,000.00	\$ 167,159
Excavation 3'd	B.O.	53,381	62,776	86,106	202,263	cuyd	\$ 12.00	\$ 2,427,152
Erosion Control	B.O.	18,478	21,730	29,806	70,014	lnft	\$ 2.50	\$ 175,035
Curb & Gutter	B.O.	18,478	21,730	29,806	70,014	lnft	\$ 15.00	\$ 1,050,210
Asphalt Paving	B.O.	32,850	38,631	46,365	117,846	sqyd	\$ 25.00	\$ 2,946,144
Sidewalk 8'	85,984	N.A.	N.A.	N.A.	85,984	sqft	\$ 4.50	\$ 386,928
Sidewalk 4'	N.A.	36,956	43,460	59,612	140,028	sqft	\$ 5.00	\$ 700,140
Storm Drainage Piping	B.O.	9,239	10,865	14,903	35,007	lnft	\$ 50.00	\$ 1,750,350
Storm Drainage Structures (150'O.C.)	B.O.	61.59	72.43	99.35	233	each	\$ 3,500.00	\$ 816,830
Water Lines	10,748	9,239	10,865	14,903	45,755	lnft	\$ 25.00	\$ 1,143,875
Fire Hydrants (500'O.C.)	21.50	18.48	21.73	29.81	92	each	\$ 3,300.00	\$ 301,983
Sewer Lines	10,748	9,239	10,865	14,903	45,755	lnft	\$ 40.00	\$ 1,830,200
Sewer Structures (200'O.C.)	53.74	46.20	54.33	74.52	229	each	\$ 3,700.00	\$ 846,468
Gas Lines	10,748	9,239	10,865	14,903	45,755	lnft	\$ 20.00	\$ 915,100
Electrical Conduit	10,748	9,239	10,865	14,903	45,755	lnft	\$ 10.00	\$ 457,550
Street Lights (215'O.C.)	50	43	51	69	213	each	\$ 8,150.00	\$ 1,734,434
Fine Grade, Seed & Straw	214,960	184,780	217,300	298,060	915,100	sqft	\$ 0.25	\$ 228,775
Striping	B.O.	9,239	10,865	14,903	35,007	lnft	\$ 0.50	\$ 17,504
Signs	B.O.	1	1	1	3	lsum	\$ 2,500.00	\$ 7,500
Wetland Mitigation	B.O.	120,134	-	-	2.76	acre	\$ 85,000.00	\$ 234,421

Design Fees

Contractor Fee

\$ 18,137,758
 5% \$ 906,887.88
 8% \$ 1,523,571.64
 \$ 20,568,217

Veterans Crossing | Planned Development Project

DeFuniak Springs, Florida

Application for Veterans Crossing
Planned Development Project
November 2018





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GENERAL INFORMATION

Applicant:
Patrick K. Hodges, ASLA
The Patrick Hodges Land Studio
P.O. Box 611052 | Rosemary Beach, Florida 32461
Phone: (850) 528 -1925- Email: patrick@phlandstudio.com

Owner of Record:
CJS, LLC | a Florida Limited Liability Corporation
Contact | Robert Stockdale
2664 East Kearney | Springfield, MO 65803
Telephone| (417) 520-3244
Email | bstockdale@KillCo.com

Mission Statement | Veterans Crossing is envisioned as an empowering community of residents, retailers, businesses and industry that embraces the mission of Veterans Lodge by providing a welcoming sense of neighborhood, on-the-job training and career opportunities for our Veterans.

Project Description | The Veterans Crossing Planned Development Project site consists of several parcels of land located on the south side of Interstate 10 (Florida SR 10) and to the east of US Highway 331 (Florida SR 83) and west of Florida State Road 280 within the incorporated city limits of DeFuniak Springs, Florida. The PDP site consists of 1,376.52 acres and is described in the Boundary Survey included herein. The location of the property is generally depicted on the Location & Surrounding Context Map also included herein. This application is requesting approval of a Planned Development Project (PDP) describing the various Land Use Districts proposed within the PDP and the correlating Conceptual Land Use Map which graphically depicts the location and extents of each district. The proposed Planned Development Project (PDP) will be comprised of the following Land Use Districts:

- Mixed-Use | MXU: 394 Acres
- Industrial | IND: 361.5 Acres
- Commercial | COM: 267 Acres
- Neighborhood Convenience Commercial | NCC: 1.7 Acres
- Medium Density Residential | MDR: 132.5 Acres
- High Density Residential | HDR: 83 Acres
- Estate Residential | EST: 64 Acres
- Low Density Residential | LDR: 39 Acres
- Right-of-Way - Coverage | ROW: 33.82 Acres



Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida

Application for Veterans Crossing | Planned Development Project | Nov, 2018

PLANNED DEVELOPMENT PROJECTS

Intent and Purpose

According to the DeFuniak Springs, Municipal Code, Chapter 18, Article IV, Section 18.5 Planned Development Projects (“PDP”) the stated intent of this section is to encourage the unified development of tracts of land by permitting, within the confines of an overall density limitation, much more creative and flexible concepts in site planning than would otherwise be possible through the strict application of district requirements established in the zoning regulations. Where such flexibility is permitted, planned development project (PDP) design and construction shall follow a carefully devised plan of development which shall be prepared in accordance with the requirements and procedures outlined in the municipal code.

Definition

This application for the Veterans Crossing ™ PDP is seeking approval for eight (8) specific land use districts described herein and delineated on the attached Conceptual Land Use Plan for the entire site area of 1,378 acres included in the PDP. With the addition of more detailed plans and information this PDP will ultimately meet the definition provided in the DeFuniak Springs Municipal Code which states:

A Planned Development Project contains:

- 1. Land under unified control, planned and developed in a single development operation or a programmed series of development operations;
- 2. Principal and accessory uses, and structures substantially related to the character of the development in the context of the district of which it is a part;
- 3. Comprehensive and detailed plans which include streets, utilities, lots or building sites, site plans, structures and their relationship to each and to other uses and improvements, as well as to open spaces; and,
- 4. A program for provision, maintenance and operation of all areas, improvements, facilities and services which will be for common use by some or all the occupants of the development, specifying those to be operated or maintained by the developer, and any proposed for public acceptance.

Prepared for:
CJS, LLC | a Florida Limited Liability Corporation
Owner’s Agents | Robert Stockdale| Dale Helle
2664 East Kearney | Springfield, MO 65803

Telephone| (417) 883-1204
Email | bstockdale@KillCo.com |dhelle@KillCo.com

Prepared by:
THE PATRICK HODGES LAND STUDIO
PLANNING + URBAN DESIGN + LANDSCAPE ARCHITECTURE
Post Office Box 611052
Rosemary Beach, FL 32461
Phone: (850) 528-1925
Email: patrick@phlandstudio.com
FLORIDA LICENSE No: LA0000850



LAND USE DISTRICTS

I. COM: Commercial

A. District purpose.

The commercial general district is intended to apply to business establishments primarily not of a neighborhood or central business district character, serving a larger segment of population. Such businesses generally require considerable land area, do not cater directly to pedestrians and need a conspicuous and accessible location convenient for motorists. In addition, this commercial district applies equally to a retail shopping area which includes offices, clinics, and businesses catering to personal needs and desiring adjacent off-street parking for their customers, clients and patients.

B. Minimum Building Setbacks. Front twenty-five (25) feet; Rear and Side five (5) feet

C. Maximum Building Height. One-hundred (100) feet

D. Maximum Floor Area Ratio (FAR). The maximum floor area ratio shall be 1.0. However, a minimum of ten (10) percent of the site must be preserved as open space and landscaped with appropriate plant species in accordance with the city’s landscape ordinance.

II. MXU: Mixed-Use

A. District purpose.

The mixed-use (MXU) district is intended to provide a mixture of uses such as commercial, medical, office, and residential, and to encourage vertically integrated mixed-use buildings, infill development, particularly residential and retail; and to promote pedestrian-friendly streets and to encourage multi-modal transportation such transit, pedestrian and bike trails, etc.

B. Minimum Building Setbacks:

- o Front: Zero (0) feet
- o Side: Zero (0) feet
- o Rear: Five (5) feet

C. Maximum floor area ratio (FAR): The maximum floor area ratio shall be 1.0. However, a minimum of ten (10) percent of the site must be preserved as open space and landscaped in accordance with the city’s landscape ordinance.

D. Maximum Residential Density: The maximum residential density in the mixed-use district is forty (40) dwelling units per acre.

E. Maximum Building Height: The maximum height for any building, including residential, shall be limited to a height of eighty-five (85) feet and a maximum seven (7) stories including ground floor structured parking.

III. IND – Industrial

A. District Purpose:

The industrial district is generally intended for wholesale, storage, distribution center, warehouse and manufacturing uses.

B. Minimum Building Setback.

Front, Side and Rear Building Setbacks: Twenty-five (25) feet. Excludes open-air storage areas enclosed by fencing or walls

C. Maximum Floor Area Ratio.

The maximum floor area ratio shall be 0.75. However, a minimum of ten (10) percent of the site must be preserved as open space and landscaped in accordance with the city’s landscape ordinance.

D. Maximum Building Height. One-hundred (100) feet

IV. LDR – Low Density Residential

A. Requirements:

- Minimum Lot Size Twenty-two thousand 22,000SF
- Maximum lot coverage: Sixty-five (65) percent including accessory buildings, garages, etc.
- Minimum lot width: One-hundred (100) feet.
- Maximum height: Two (2) stories or forty (40) feet.
- Minimum building setbacks:
 - o Front: Twenty-five (25) feet
 - o Side: Seven and one-half (7.5) feet
 - o Rear: Twenty- five (25) feet (principal building) ten (10 feet accessory structures)
- Maximum Residential Density – 2 Dwelling Units per Acre

B. Maximum intensity (FAR): The maximum intensity for other uses in the LDR district shall be a Floor Area Ratio of .5 if all other provisions of this PDP are satisfied

V. EST – Estate Residential

A. Requirements:

- Minimum lot size: 3 acres
- Maximum lot coverage: Thirty-five (35) percent including accessory buildings, garages, etc.
- Minimum lot width: Two-hundred (200) feet.
- Maximum height: Two (2) stories or fifty (50) feet.



Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida

Application for Veterans Crossing | Planned Development Project | Nov, 2018

Prepared for:
CJS, LLC | a Florida Limited Liability Corporation
Owner’s Agents | Robert Stockdale| Dale Helle
2664 East Kearney | Springfield, MO 65803

Telephone| (417) 883-1204
Email | bstockdale@KillCo.com |dhelle@KillCo.com

Prepared by:
THE PATRICK HODGES LAND STUDIO
PLANNING+URBAN DESIGN+LANDSCAPE ARCHITECTURE
Post Office Box 611052
Rosemary Beach, FL 32461
Phone: (850) 528-1925
Email: patrick@phlandstudio.com
FLORIDA LICENSE No: LA0000850



- **Minimum building setbacks:**
 - o Front: Fifty (50) feet
 - o Side: Twenty-five (25) feet
 - o Rear: Fifty (50) feet (principal building)
- **Maximum Residential Density** – 1 Dwelling Unit per 3-Acres
- **Maximum intensity (FAR):** The maximum intensity for other uses in the single-family residential district shall be a Floor Area Ratio of .25 if all other provisions of this PDP are satisfied.

VI. MDR - Medium Density Residential

A. Development Standards & Requirements:

- **Minimum lot size:** Three thousand five hundred (3,500) square feet.
- **Maximum lot coverage:** Seventy-five (75) percent (includes accessory buildings and garages).
- **Minimum lot width:** thirty-five (35) feet.
- **Maximum building height:** Three (3) stories or sixty-five (65) feet.
- **Minimum building setbacks:**
 - o Front: Fifteen (15) feet
 - o Side: six (6) feet
 - o Rear: Ten (10) feet (principal building)
- **Maximum Residential Density:** 20 Dwelling Units Per Acre
- **Maximum Intensity:** The maximum intensity for other uses in the LDR district shall be a Floor Area Ratio of .5 if all other provisions of this PDP are satisfied.

VII. HDR – High Density Residential

A. Development Standards:

- *Minimum single-family lot size: One thousand five hundred (1,500) square feet.*
- *Maximum lot coverage: Eighty-five (85) percent (includes accessory buildings and garages)*
- *Minimum lot width: Twenty (20) feet.*
- *Maximum building height: Ten stories or one-hundred (100) feet.*

- **Minimum building setback:**
 - o Front: Zero (0) feet
 - o Side: Five (5) feet
 - o Rear: Zero (0) feet
- **Maximum Residential Density** – 40 dwelling units per acre
- **Maximum Intensity (FAR):** The maximum intensity for other uses in the High Density Residential (HDR) district shall be a Floor Area Ratio of .75 if all other provisions of this PDP are satisfied.

VIII. NCC: Neighborhood Convenience Commercial

A. District purpose.

The neighborhood convenience commercial district is intended to apply to business establishments primarily serving a neighborhood.

B. Uses allowed without review.

- 1. Convenience retail with fuel up to eight-thousand-five hundred (8,500) gross square; the principal structure may also include a coffee shop, sandwich shop or similar neighborhood serving retail operation.

C. Minimum Building Setbacks:

- o Front: Fifty (50) feet
- o Side: Thirty-five (35) feet
- o Rear: Fifty (50) feet

D. Maximum floor area ratio (FAR): The maximum floor area ratio shall be .15 However, a minimum of thirty-five (35) percent of the site must be preserved as open space and landscaped in accordance with the city’s landscape ordinance.

E. Maximum Building Height: The maximum height for any building, shall be limited to a height of twenty-five (25) feet and a maximum of one (1) story.



Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida

Application for Veterans Crossing | Planned Development Project | Nov, 2018

Prepared for:
CJS, LLC | a Florida Limited Liability Corporation
Owner’s Agents | Robert Stockdale| Dale Helle
2664 East Kearney | Springfield, MO 65803

Telephone| (417) 883-1204
Email | bstockdale@KillCo.com | dhelle@KillCo.com

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Rosemary Beach, FL 32461
Phone: (850) 528-1925
Email: patrick@phlandstudio.com
FLORIDA LICENSE No: LA0000850



IX. General Standards and Requirements of the PDP

- A. Off-street parking spaces shall be provided on development sites to minimize reliance upon on-street parking, however, on-street parking may be provided in COM, MXU, MDR, and HDR districts as a traffic-calming measure to reduce travel speeds and to provide additional parking for clients, customers, guests and visitors. Standard parking spaces may be 9 feet wide by 20 feet deep, or 18 feet deep with an allowable 2 feet overhang of the curb or pavement edge into a landscape area. On-street parallel parking spaces may be 8 feet wide and 22 feet in length.
- B. Off-street parking facilities proposed to be located either below or above ground level garage-structures shall be designed and constructed so that entrance and exit ramps do not result in traffic congestion on the site or on adjacent streets.
- C. Service areas and loading zones shall be provided for the parking, loading and unloading of delivery trucks and other vehicles and for the servicing of buildings by refuse collection, fuel and other service vehicles in addition to the required automobile parking spaces. Such areas shall be adequate in size and arranged so that they may be used without blockage or interference with the use and access drives or driveways of automobile parking facilities.
- D. A landscaped separation strip at least five feet in width shall be provided and maintained along all access roads on which off-street parking spaces are located.
- E. Access points on all collector or arterial streets serving a PDP shall be properly located and spaced as provided for in Subsection 5.01.07, Access Management. The development approval authority may approve the use of temporary access points that shall be eliminated by the developer when access roads or other streets are extended to the permanent access points.
- F. No planned development project shall be permitted vehicular access to a minor residential street unless specifically approved by the development approval authority (City Council).
- G. Site Lighting shall be designed to prevent direct glare or hazardous interference of any kind to adjoining streets and properties. The Veterans Crossing PDP shall conform to Dark Sky® design principles for exterior lighting.
- H. The PDP shall carefully consider the need for public transportation, pedestrian and bicycle circulation facilities.
- I. All Planned Development Project building construction shall conform with local, state and federal regulations pertaining to proposed buildings. The developer shall provide assurance of such compliance upon submittal of detailed construction plans to the city and county building officials for review.

DEVELOPMENT AGREEMENT

In addition to meeting the applicable procedures, standards and requirements of the PDP enumerated in Section 18.35 of the City of DeFuniak Springs Municipal Code, an additional agreement between the City and the Owner of Record shall be made to supplement the approved Veterans Crossing™ PDP document and its Conceptual Land Use Plan. The Development Agreement will include provisions for the establishment of a Property Owners Association that will provide architectural design guidelines, covenants, deed restrictions and requirements for review and approval for all development projects within the overall Veterans Crossing™ PDP; including approval of land uses that are specified herein as requiring special approval. Uses that require special approval shall be approved by the Property Owners Association first, then by the City Council. Furthermore, this development agreement will stipulate the details for perpetual governance, maintenance, phasing of development, timing of periodic status reports from the owner to the city on the continuing development activities such as financial aspects, property sales, property leases, site planning, engineering design, architectural design and other actions associated with the property, as well as, the perpetuity of the PDP entitlement.



**Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida**

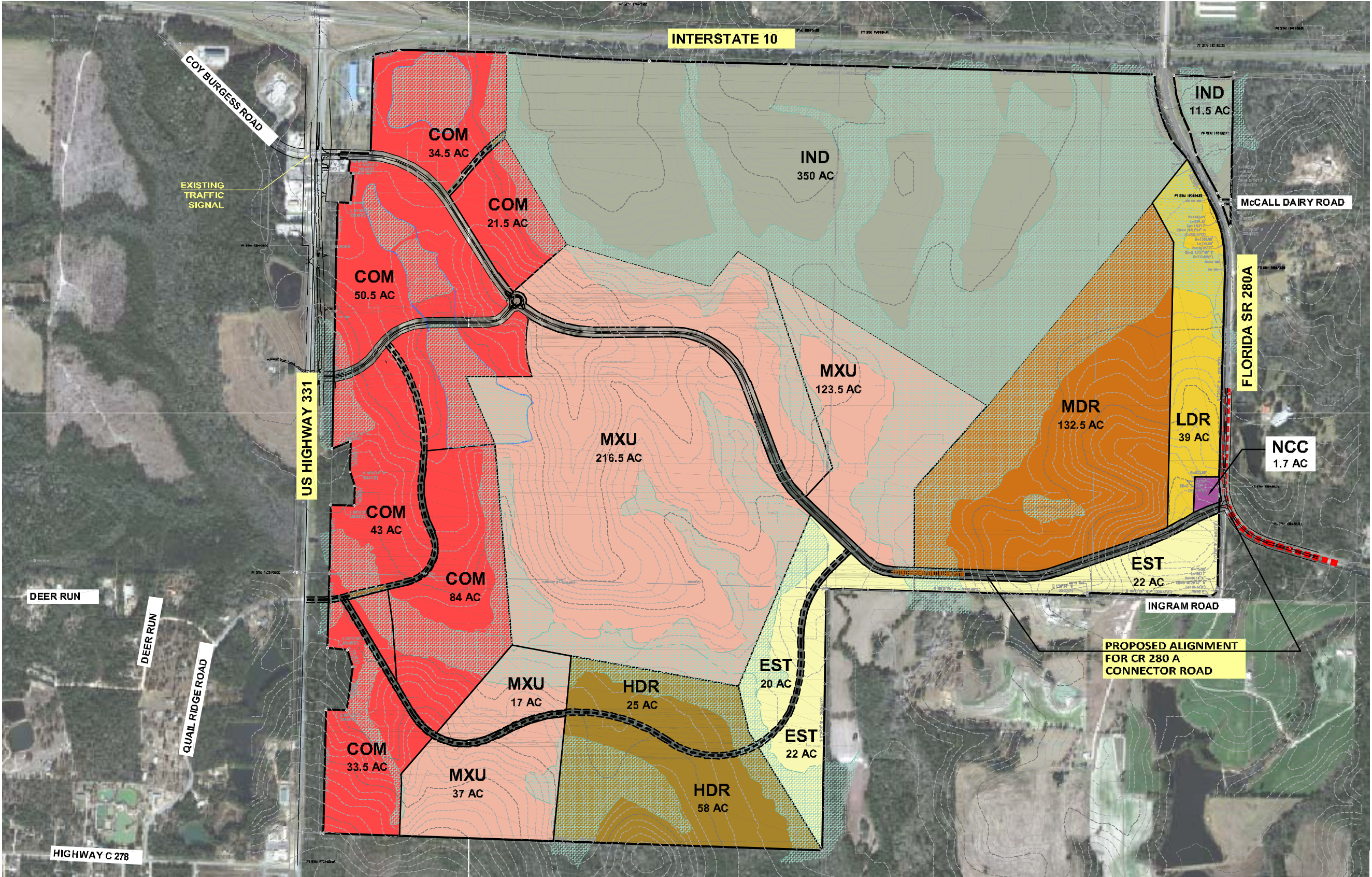
Application for Veterans Crossing | Planned Development Project | Nov, 2018

Prepared for:
CJS, LLC | a Florida Limited Liability Corporation
Owner’s Agents | Robert Stockdale| Dale Helle
2664 East Kearney | Springfield, MO 65803

Telephone| (417) 883-1204
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Post Office Box 611052
Rosemary Beach, FL 32461
Phone: (850) 528-1925
Email: patrick@phlandstudio.com
FLORIDA LICENSE No: LA0000850





LAND USE LEGEND

- COM** COMMERCIAL [267 ACRES]
- MXU** MIXED-USE [394 ACRES]
- IND** INDUSTRIAL [361.5 ACRES]
- NCC** NEIGHBORHOOD CONVENIENCE COMMERCIAL [1.7 ACRES]
- HDR** HIGH DENSITY RESIDENTIAL [83 ACRES]
- MDR** MEDIUM DENSITY RESIDENTIAL [132.5 ACRES]
- LDR** LOW DENSITY RESIDENTIAL [39 ACRES]
- EST** ESTATE RESIDENTIAL [64 ACRES]

RIGHT-OF-WAY COVERAGE
[33.82 ACRES]
1376.52 ACRES - TOTAL SITE AREA

PLAN LEGEND

- RIGHT OF WAY LINE
- 100 FT RIGHT-OF-WAY
- 60 FT RIGHT-OF-WAY
- PARCEL LINE
- WETLAND CROSSING
- WETLAND BOUNDARY
- PROPERTY LINE
- WETLANDS
- EXISTING POND

Conceptual Land Use Plan



**Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida**

Application for Veterans Crossing | Planned Development Project | Nov, 2018

Prepared for:
CJS, LLC | a Florida Limited Liability Corporation
Owner's Agents | Robert Stockdale | Dale Helle
2664 East Kearney | Springfield, MO 65803

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FLORIDA LICENSE No: LA0000850



USES	IND	COM	MXU	HDR	MDR	LDR	EST	NCC
Banks, trust companies, savings institutions, finance corporations	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Retail stores, grocery stores, food markets - 10,000 GSF MAX	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Retail stores, grocery stores, food markets - over 10,000 GSF	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Retail shopping centers - 30,000 GSF MAX	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Retail shopping centers - over 30,000 GSF	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Professional and business offices, including medical and dental offices.	AWR	AWR	AWR	AWR	AWR	PRO	PRO	ASA
Veterinarian Office	AWR	AWR	ASA	PRO	PRO	PRO	PRO	ASA
Barber Shops, hair salons, beauty parlors and nail salons	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Repair shops - computer, telephone, shoe, electric appliance, radio, television, watch, clock, electronic device, furniture, upholstery and bicycle	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Restaurants, tea rooms, cafeterias, coffee shops, snack bars with inside seating, including drive-through windows	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Drive-in eating and refreshment establishments including walk-up window service	AWR	AWR	ASA	PRO	PRO	PRO	PRO	ASA
Sales from food trucks, stands, wagon and trailers.	ASA	ASA	ASA	PRO	PRO	PRO	PRO	ASA
Studios - Photography, art, music, dancing and martial arts	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Laundries - laundromats with self-serve and/or intergral laundry service operations.	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Dry cleaning - pickup stations only.	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Gyms, spas, health clubs, wellness centers, fitness, physical therapy and nutrition training centers.	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Recreation, amusement and activity facilities, ie., go-kart tracks, fun zones, miniature golf, gyms, spas, wellness centers, fitness, physical therapy and nutrition training centers.	AWR	AWR	ASA	ASA	ASA	PRO	PRO	ASA
Motion picture theaters and performing arts venues for theater, plays and concerts.	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA

USE LEGEND



ALLOWED WITH REVIEW



ALLOWED UPON SPECIAL APPROVAL



PROHIBITED



USES	IND	COM	MXU	HDR	MDR	LDR	EST	NCC
Hotels, motels and bed & breakfast establishments.	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Bars and taverns	AWR	AWR	AWR	ASA	PRO	PRO	PRO	ASA
Conference centers	AWR	AWR	AWR	ASA	PRO	PRO	PRO	PRO
Antique Malls	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Antique shops	AWR	AWR	AWR	ASA	ASA	PRO	PRO	PRO
Research and testing laboratories	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Metal works and ornamental iron including classes and instruction less than 5,000 GSF	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Metal works and ornamental iron including classes and instruction over 5,000 GSF	AWR	AWR	PRO	PRO	PRO	PRO	PRO	PRO
Recreational vehicle parks to comply with the FL Administrative Code and amendments.	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Convenience stores with fuel and service stations	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Convenience retail with fuel up to eight-thousand-five hundred (8,500) gross square feet; the principal structure may also include a coffee shop, sandwich shop or similar neighborhood serving retail operation	AWR	AWR	ASA	ASA	ASA	PRO	PRO	AWR
Beverage and liquor distributors.	AWR	AWR	PRO	PRO	PRO	PRO	PRO	PRO
Churches and houses of worship including church schools	AWR	AWR	AWR	AWR	AWR	ASA	ASA	ASA
Garden Centers with plant displays and landscape & garden equipment sales & displays	AWR	AWR	AWR	PRO	PRO	PRO	PRO	ASA
Hardware stores and related general building materials/supplies and equipment retail stores - 10,000 GSF max.	AWR	AWR	AWR	ASA	ASA	PRO	PRO	ASA
Hardware stores and related general building materials/supplies and equipment retail stores - over 10,000 GSF	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
New car sales facilities including limited used car sales @ 20% of all inventory	AWR	AWR	PRO	PRO	PRO	PRO	PRO	PRO
Used car sales facilities	ASA	ASA	PRO	PRO	PRO	PRO	PRO	PRO
Car, motorcycle and truck rental facilities	AWR	AWR	PRO	PRO	PRO	PRO	PRO	PRO
Farmers' Markets	AWR	AWR	ASA	PRO	PRO	PRO	PRO	ASA

USE LEGEND



ALLOWED WITH REVIEW



ALLOWED UPON SPECIAL APPROVAL



PROHIBITED



USES	IND	COM	MXU	HDR	MDR	LDR	EST	NCC
Plant nurseries	ASA	ASA	ASA	PRO	PRO	PRO	PRO	PRO
Government Buildings excluding correctional facilities, prisons and jails with a capacity greater than six (6) detainees.	ASA	ASA	ASA	PRO	PRO	PRO	PRO	ASA
Businesses using outdoor displays or sheds other than Garden Centers and Farmers' Markets.	ASA	ASA	ASA	PRO	PRO	PRO	PRO	PRO
Repair establishments - automobile, truck, R.V., motorcycle, marine, engine, motor (electrical)	AWR	AWR	ASA	PRO	PRO	PRO	PRO	PRO
Fabrication Shops - carpentry, sheet metal, paint, machine, sign, car, truck, motorcycle, marine, R.V., bicycle, picture framing and taxidermy	AWR	ASA	ASA	PRO	PRO	PRO	PRO	PRO
Hospitals	AWR	ASA	ASA	ASA	PRO	PRO	PRO	ASA
In-patient and out-patient rehabilitation	ASA	ASA	ASA	ASA	PRO	PRO	PRO	PRO
In-patient clinics, sanitariums, convalescent homes and nursing homes	ASA	ASA	ASA	ASA	PRO	PRO	PRO	PRO
Institutions for the housing, care or treatment of the aged, indigent or infirm, excluding psychological disorders	AWR	ASA	ASA	ASA	PRO	PRO	PRO	PRO
Outpatient clinics and urgent care clinics	AWR	AWR	AWR	ASA	PRO	PRO	PRO	ASA
Upper educational, vocational and trade schools	AWR	AWR	AWR	ASA	ASA	ASA	ASA	PRO
K-12 public and private schools	PRO	ASA	AWR	AWR	ASA	ASA	ASA	ASA
Nursery schools and children's day care facilities	AWR	AWR	AWR	AWR	AWR	ASA	ASA	ASA
Recreational, community and social centers	AWR	AWR	AWR	AWR	AWR	ASA	ASA	ASA
Library, art gallery, museum, post office	AWR	AWR	AWR	AWR	ASA	ASA	ASA	ASA
Multi-family residential vertically integrated with a permitted non-residential use on the ground floor and/or second floor	AWR	AWR	AWR	ASA	PRO	PRO	PRO	PRO
Multi-family residential - apartment buildings, garden apartments or condominiums.	AWR	AWR	AWR	AWR	PRO	PRO	PRO	PRO
Multi-family dwellings up to a maximum of six (6) residential units per building	AWR	AWR	AWR	AWR	AWR	PRO	PRO	PRO
Single-family dwellings and carriage houses and/or garage apartments as an accessory use to the principal dwelling	ASA	ASA	AWR	AWR	AWR	AWR	AWR	PRO

USE LEGEND



ALLOWED WITH REVIEW



ALLOWED UPON SPECIAL APPROVAL



PROHIBITED



USES	IND	COM	MXU	HDR	MDR	LDR	EST	NCC
Townhouses and duplexes	AWR	AWR	AWR	AWR	AWR	PRO	PRO	PRO
Dwellings as an accessory to a permitted use	ASA	ASA	AWR	AWR	AWR	ASA	ASA	ASA
Rooming houses or boarding houses	ASA	ASA	ASA	PRO	PRO	PRO	PRO	PRO
Home-based occupations if there are no employees except family members residing in the subject dwelling	AWR	AWR	AWR	AWR	AWR	AWR	AWR	PRO
Non-commercial parks and playgrounds.	AWR	AWR	AWR	AWR	AWR	AWR	AWR	AWR
Non-commercial recreation buildings and permanent restroom facilities associated with parks and playgrounds	AWR	AWR	AWR	AWR	AWR	ASA	ASA	ASA
Residential golf communities with residential areas, exclusive of the golf course, meeting the density, yard and setback requirements of the district where located	ASA	ASA	AWR	AWR	AWR	AWR	AWR	PRO
Commercial equestrian facilities, i.e., stables, paddocks, pasture, barns, training rings, etc.	ASA	ASA	ASA	ASA	ASA	PRO	ASA	PRO
Exterminating businesses	AWR	ASA	PRO	PRO	PRO	PRO	PRO	PRO
Wholesale, warehouse and storage use	AWR	ASA	PRO	PRO	PRO	PRO	PRO	PRO
Manufacturing, fabricating or processing activities	AWR	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Ice plants	AWR	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Commercial plant production nurseries	AWR	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Bus, train or taxi terminals	AWR	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Storage facilities not accessory to retail sales establishments including building supply, contractors, plumbing, lumber, wood and stone.	AWR	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Correctional Facilities	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any trailer court, mobile home park, labor camp, junk yard, stock yard or animal raising or boarding; provided, however, this prohibition shall not preclude pet shops and veterinarian offices if such facilities comply with the provisions hereof;	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any dumping, disposal, incineration, gathering for recycling or reduction of garbage or refuse;	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO

USE LEGEND



ALLOWED WITH REVIEW



ALLOWED UPON SPECIAL APPROVAL



PROHIBITED



USES	IND	COM	MXU	HDR	MDR	LDR	EST	NCC
Any establishment selling or exhibiting pornographic materials; but such restriction shall not preclude such stores as, Barnes & Noble bookstores and other national or regional stores	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
which, as an incidental part of their videos, books, or other merchandise offered to their customers, maintain a selection of materials directed to mature audiences;	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any massage parlor;	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black jack or poker; slot machines, video poker/black jack/keno machines	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
or simliar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
governmental and/or charitable activities are incidental to the business operation being conducted by the Permittee;	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any cemetery, mortuary, funeral home or similar service establishment.	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any tattoo parlor or any establishment selling drug related paraphernalia or any facility the use of which is unlawful, immoral, obscene, pornographic, or which tends to create or maintain	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
a nuisance or do any act tending to injure the reputation of the Development;	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any abortion clinic or addiction rehabilitation clinic; and	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
Any flea market, swap meet, or auction house.	PRO	PRO	PRO	PRO	PRO	PRO	PRO	PRO
ALL OTHER USES NOT LISTED	ASA	ASA	ASA	ASA	ASA	PRO	PRO	ASA

USE LEGEND



ALLOWED WITH REVIEW

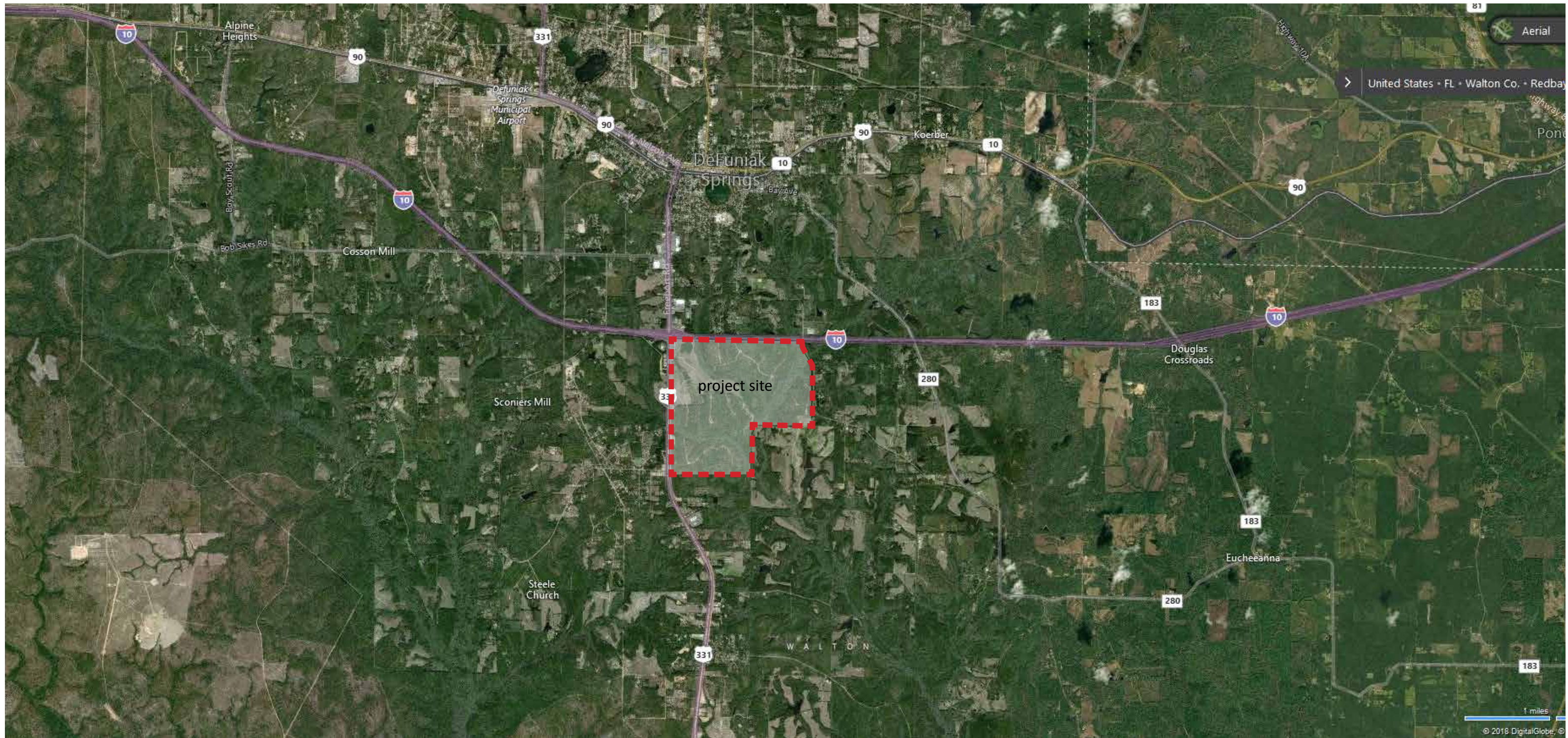


ALLOWED UPON SPECIAL APPROVAL



PROHIBITED





Location & Surrounding Context Map



**Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida**

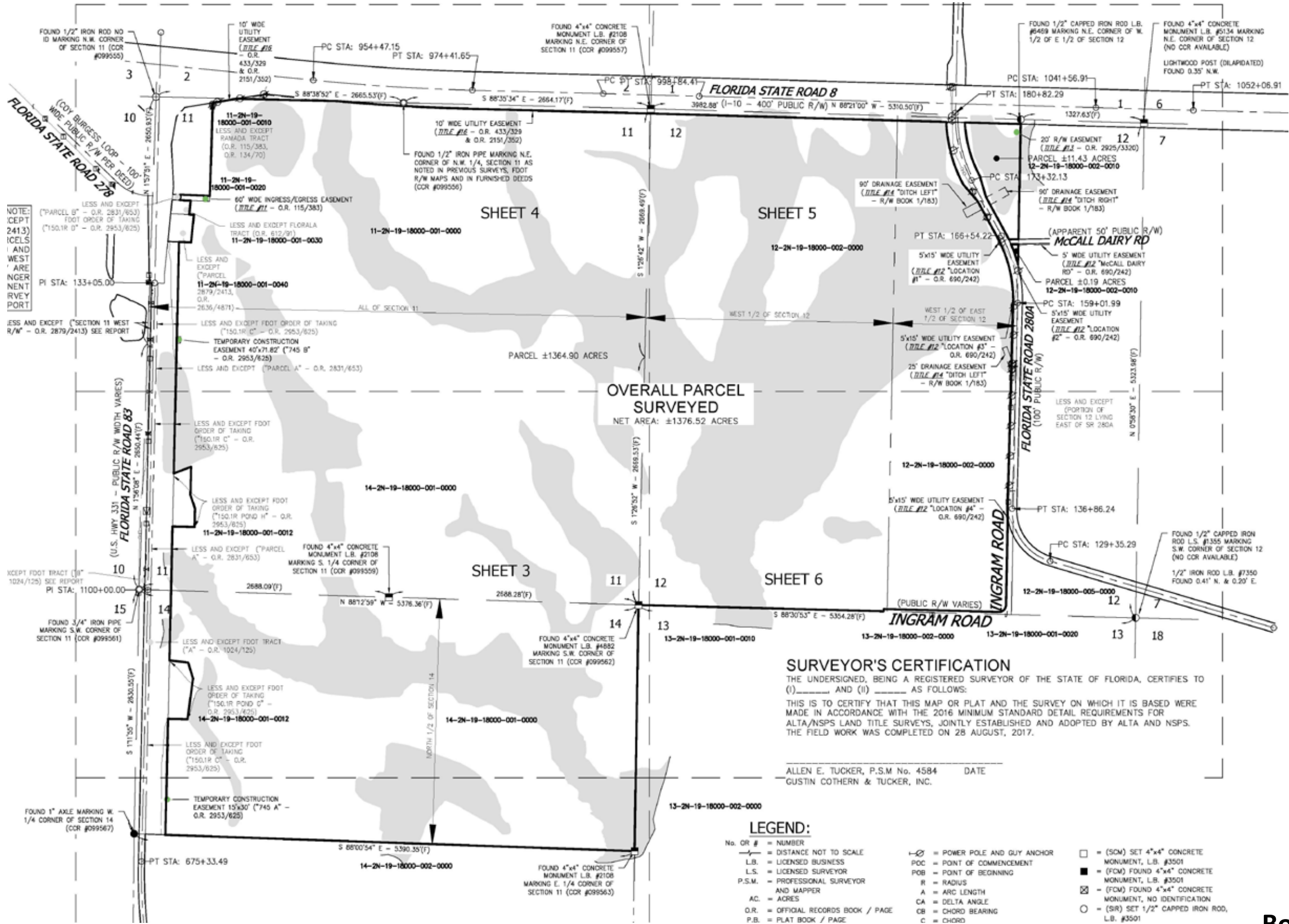
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Boundary Survey



Veterans Crossing Planned Development Project DeFuniak Springs, Florida

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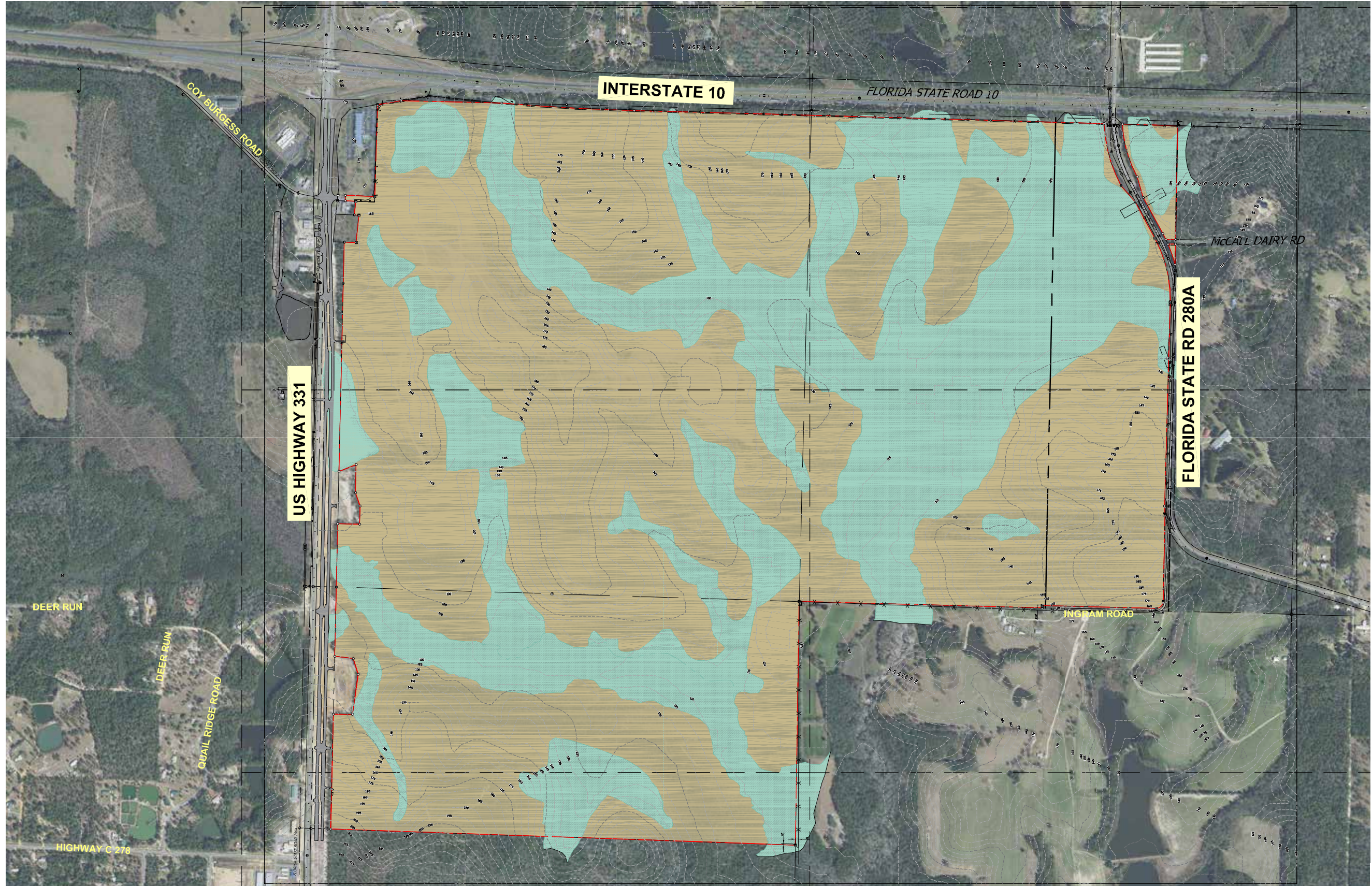
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MAP LEGEND

- NWI WETLANDS [508 ACRES]
- UPLANDS [857 ACRES]

PLAN LEGEND

- RIGHT OF WAY LINE
- 100 FT RIGHT OF WAY
- 60 FT RIGHT OF WAY
- PARCEL LINE
- WETLAND CROSSING
- WETLAND BOUNDARY
- PROPERTY LINE
- NWI WETLANDS [XX ACRES]

Wetland Study



**Veterans Crossing
Planned Development Project
DeFuniak Springs, Florida**

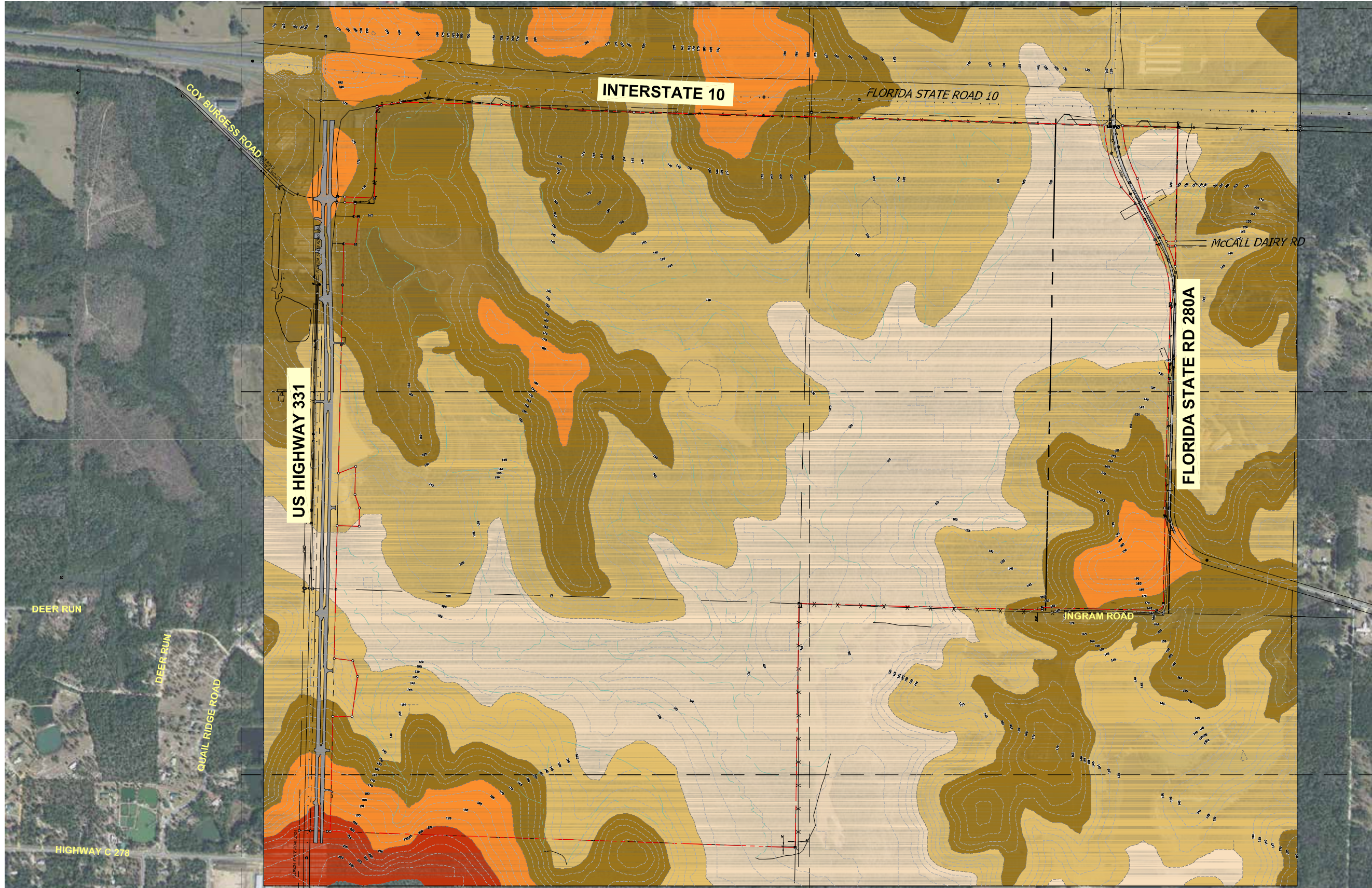
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TOPOGRAPHIC LEGEND

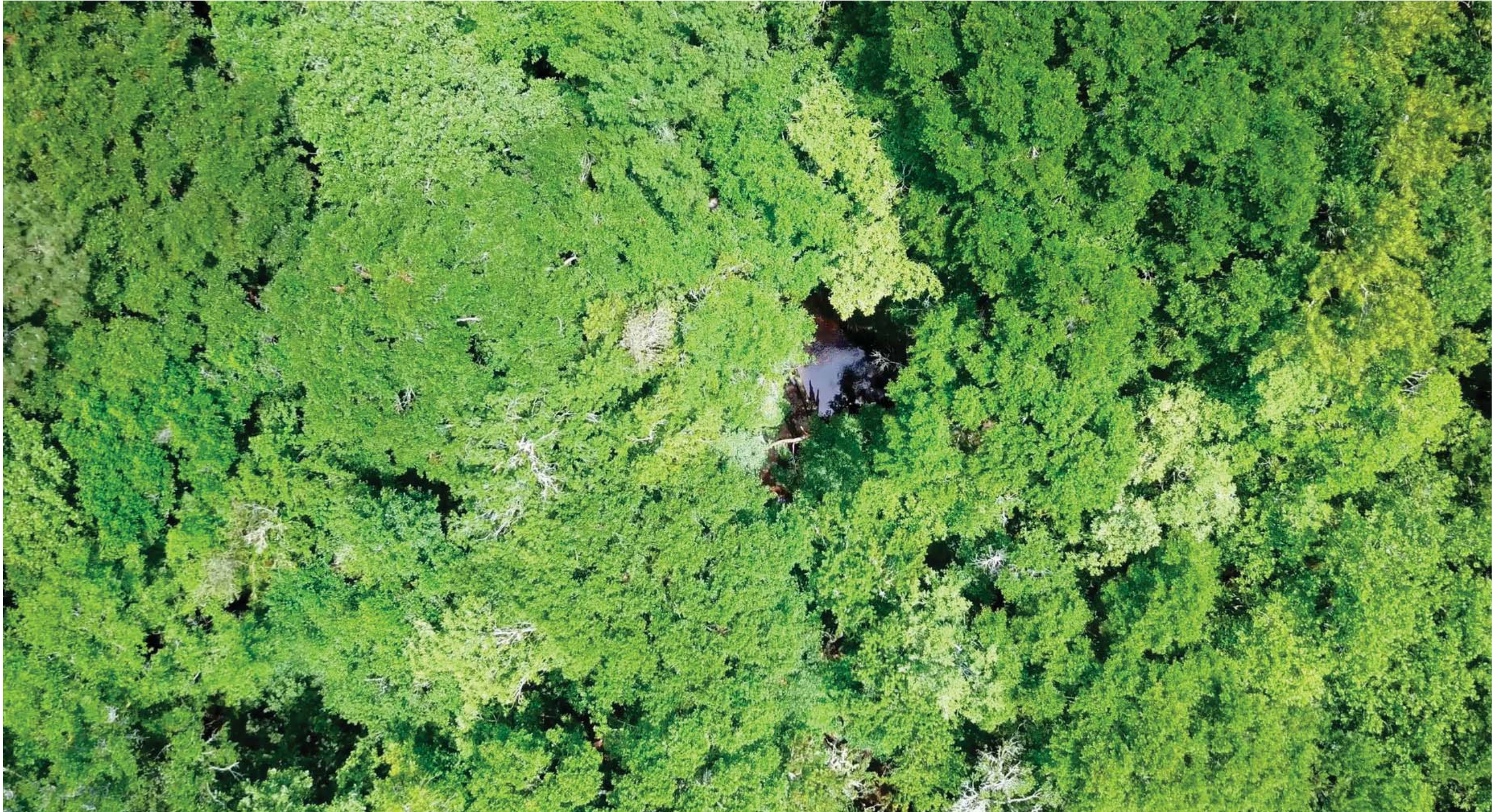
- ELEVATION 115 - 125
- ELEVATION 125 - 150
- ELEVATION 150 - 175
- ELEVATION 175 - 200
- ELEVATION 200 - 225

PLAN LEGEND

- RIGHT OF WAY LINE
- 100 FT RIGHT OF WAY
- 60 FT RIGHT OF WAY
- PARCEL LINE
- WETLAND CROSSING
- WETLAND BOUNDARY
- PROPERTY LINE
- NWI WETLANDS

Topographic Study

DRAFT



SITE PLAN CONCEPT BINDER

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FOUR COURTYARDS	22
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SITE INTRODUCTION

NOTES ON PLANS AND SITE PLANS

JUNE 28, 2017

We developed a program to give the design phase some structure and to provide a measure for the success of different alternates. That program is included at the end of this binder for reference. The program was written without the benefit of a site and without notes about adjacencies, parking, phasing, clearing or grading. We have to overlay all these considerations onto the space requirements of the program.

Adjacencies

The programming effort did not get into adjacencies in a lot of detail. We got a general sense that there were benefits to having the rehabilitation program at a slight remove from everything else so that there was room for outdoor rehabilitation, and so that rehabilitation could operate with a little autonomy. We also saw some value in isolating it a little in the event you wanted to fast track its construction.

We made a point with each site plan alternate, of having an arrival court that included the welcome center for orientation, and the administrative program for both orientation and for access control.

We studied the lodge program with and without chapels. Julie and Gregg have discussed the chapel both as a part of the lodge program, and as a stand-alone building in a more isolated natural setting.

We have not programmed required parking but have looked at places on each site plan for parking that is both hidden and convenient. We have kept parking away from the entrance to the lodge. For the most part it is on the edges of the site plans so that the center of each site plan can be a landscaped foot path. Perimeter parking threatens to diminish long views to the landscape. We have tried to stop parking short of the long south views from the site, and we have thinned parking to single loading where it passes close to buildings so that people only have to look across one row of cars.

We have tried to gang the kitchen and maintenance building so they can use a single service yard, and we have tried to hide this yard from view.

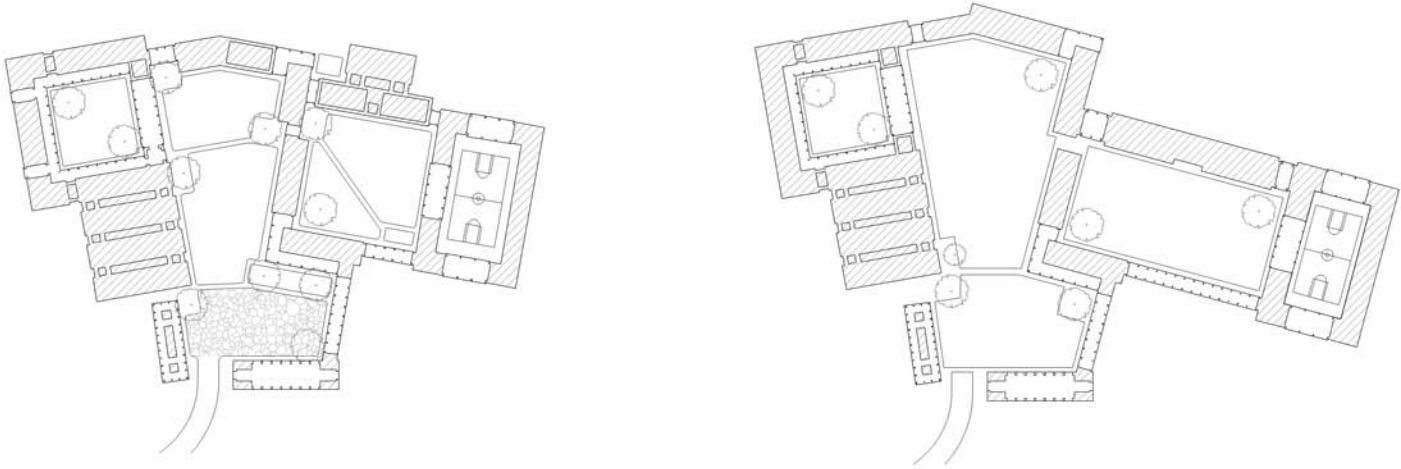
Un-programmed spaces we need include a pool and exercise yard for the activities center and Dr. Mauro’s outdoor physical therapy which needs to be immediately adjacent to the rehabilitation program. We do not yet have a size for that. Right now we are assuming all of these outdoors spaces will go toward the perimeter of the site where they can expand as needed.

The Site

Gregg and Julie had us look at two alternate sites with very different characteristics. These alternate site plans are all shown on the preferred site that they ended up recommending (see master plan). It is a modest ridge above one of the lakes.

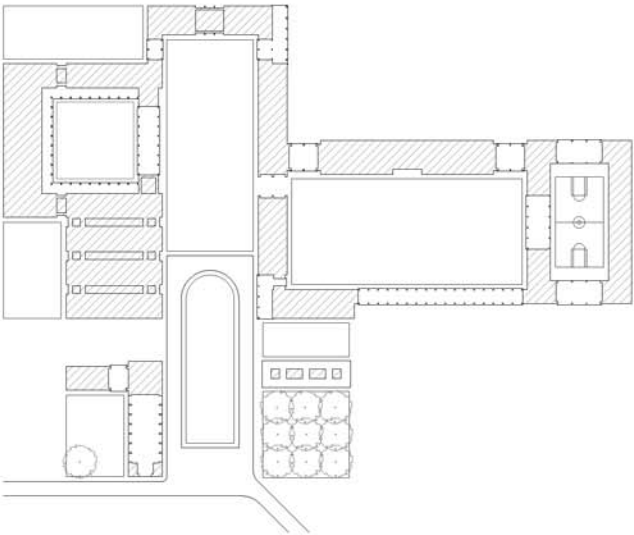
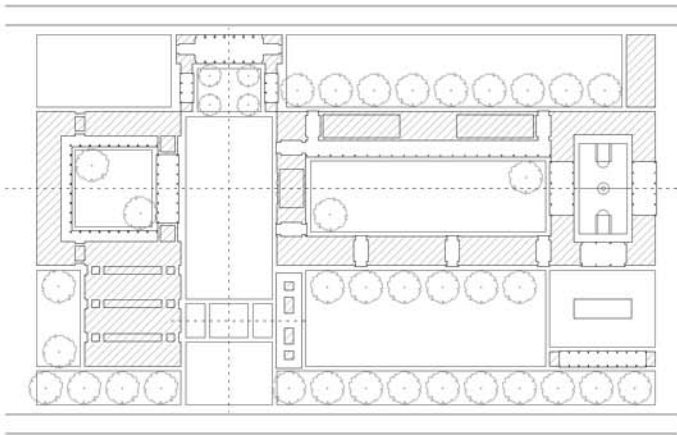
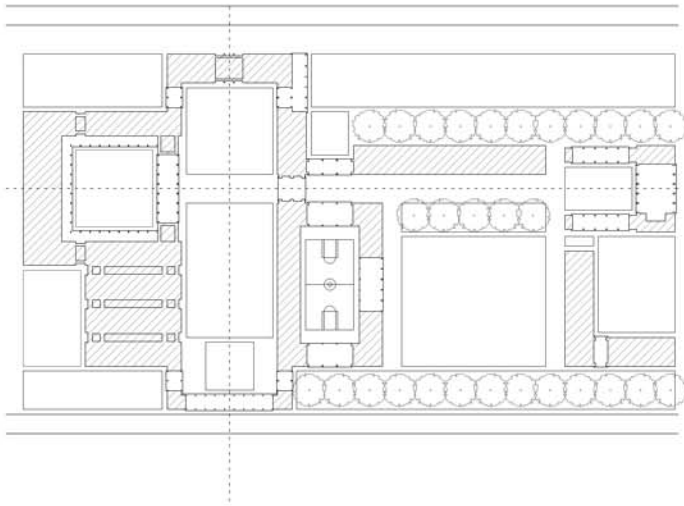
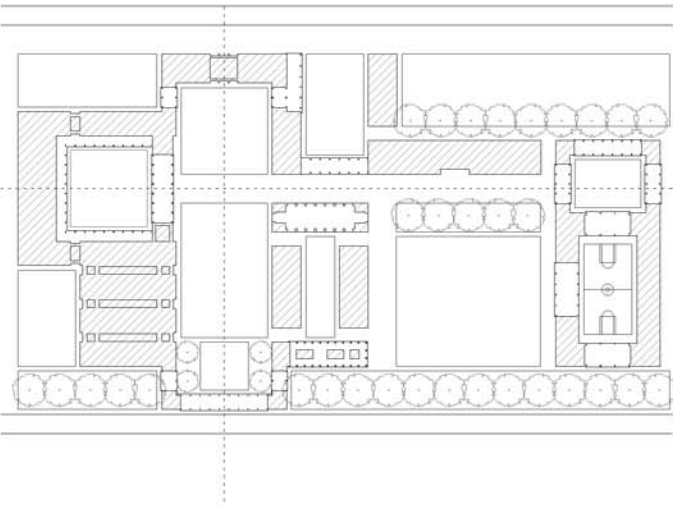
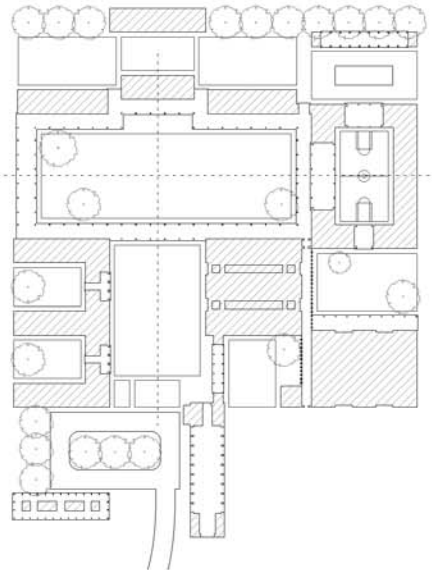
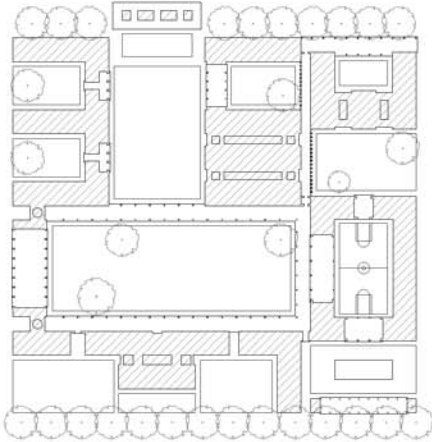
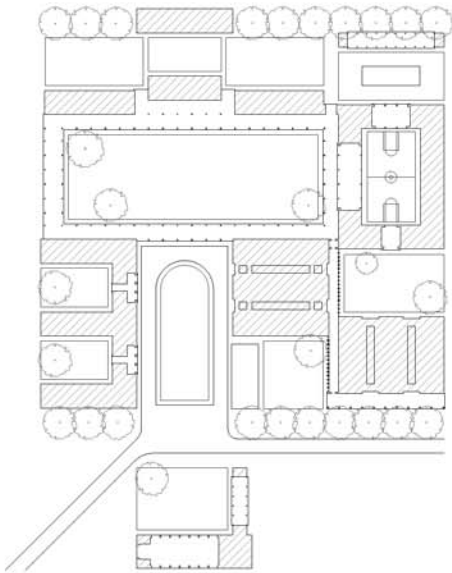
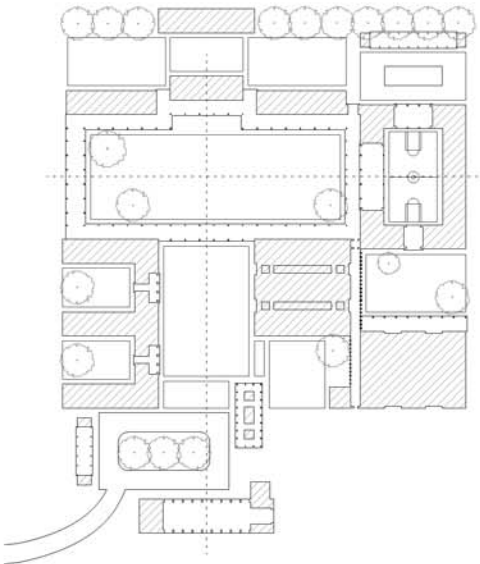
The site plans were all specifically laid out with the contours of this ridge in mind. The ridge has a fairly wide flat top. At the steepest, the side slopes are in the range of 6-8%. It is easy enough to scrape back two of the two-foot contours on the north side to provide a long north-south pad at a continuous elevation (see grading plan). The building pads narrow where the ridge narrows and swell where the ridge widens and flattens. All building slabs could be at the same height though they might have to retain a little on the perimeter.

The ridge site would provide great views in all directions, so most buildings look in to courtyards and footpaths, and out and downslope to long views. Parking pads would probably be on slightly lower terraces running more or less parallel to the fall of the slopes.



Discarded Site Plans

This has been a very quick two-week exercise. To save time, we started working in parallel with EDSA and diagrammed the programmed adjacencies for a while prior to having a site. We looked at a number of different ways to arrange the program groups. The first diagrams assumed a chapel program buried in different places within the site plan, but on a prominent site, usually at the end of a lawn or courtyard. Later diagrams brought the chapel to the front of the project, and with the welcome center and the administration building, the chapel helped form an arrival court so people could use the chapel without coming into the more restricted part of the site. The middle and bottom rows of studies assumed a flat site. The series in the middle row was more compact and roughly square. The studies in the lower row were roughly twice as long as they were wide. The studies in the top row were the first to use a looser and less formal geometry more suited to a rural wooded site that had great long views from the perimeter. In these two site plans you can see one of the plans we ultimately developed. But the other two layouts we developed continue to narrow in the east-west direction, and extend north-south along the top of the ridge.



VETERANS
LODGE

A VETERANS CENTER FOR HEALING

PREPARED FOR

EDSA

CONCEPTUAL LAND-USE PLAN

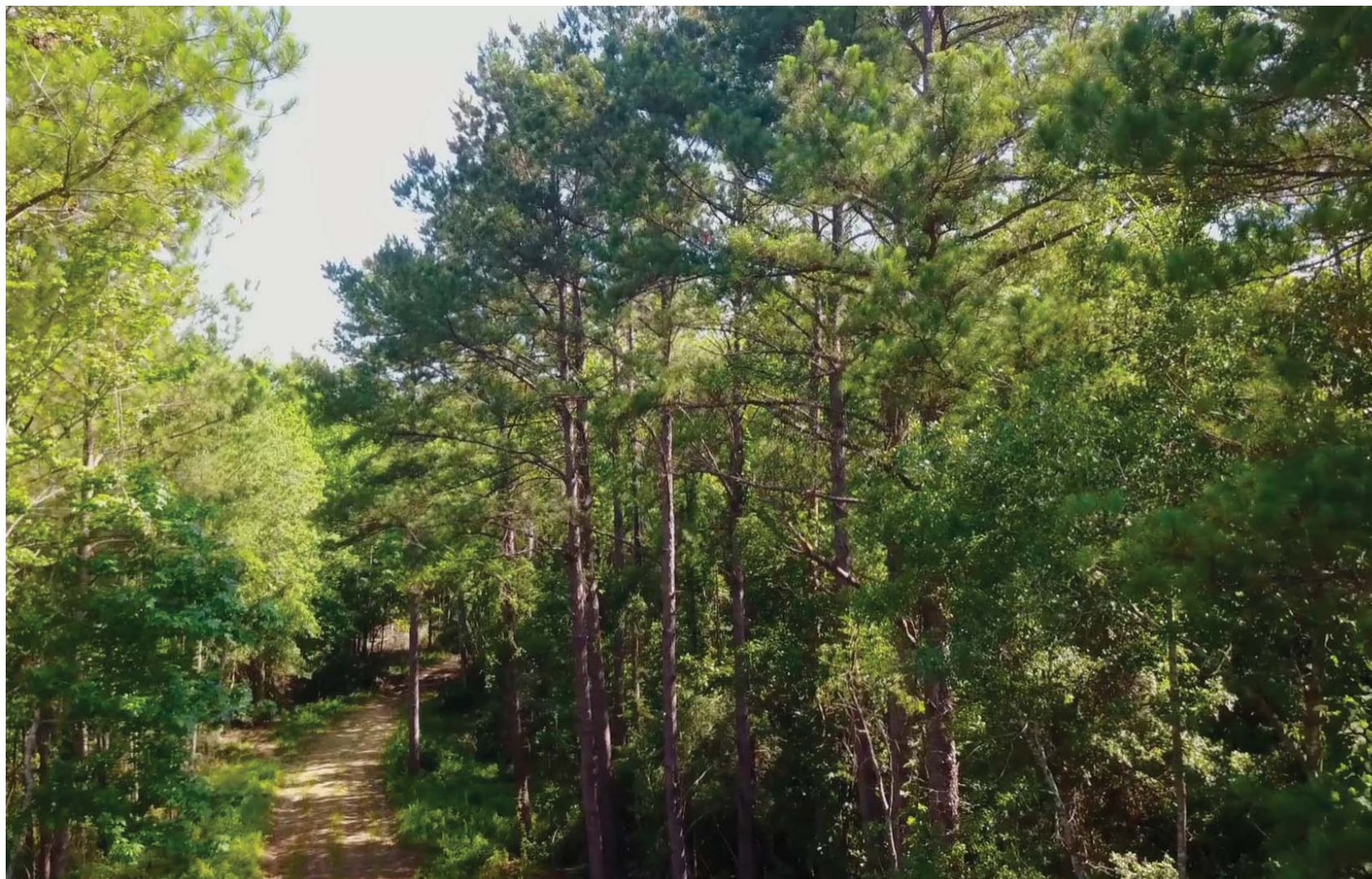
DEFUNIAK SPRINGS, FLORIDA

JUNE 27, 2017

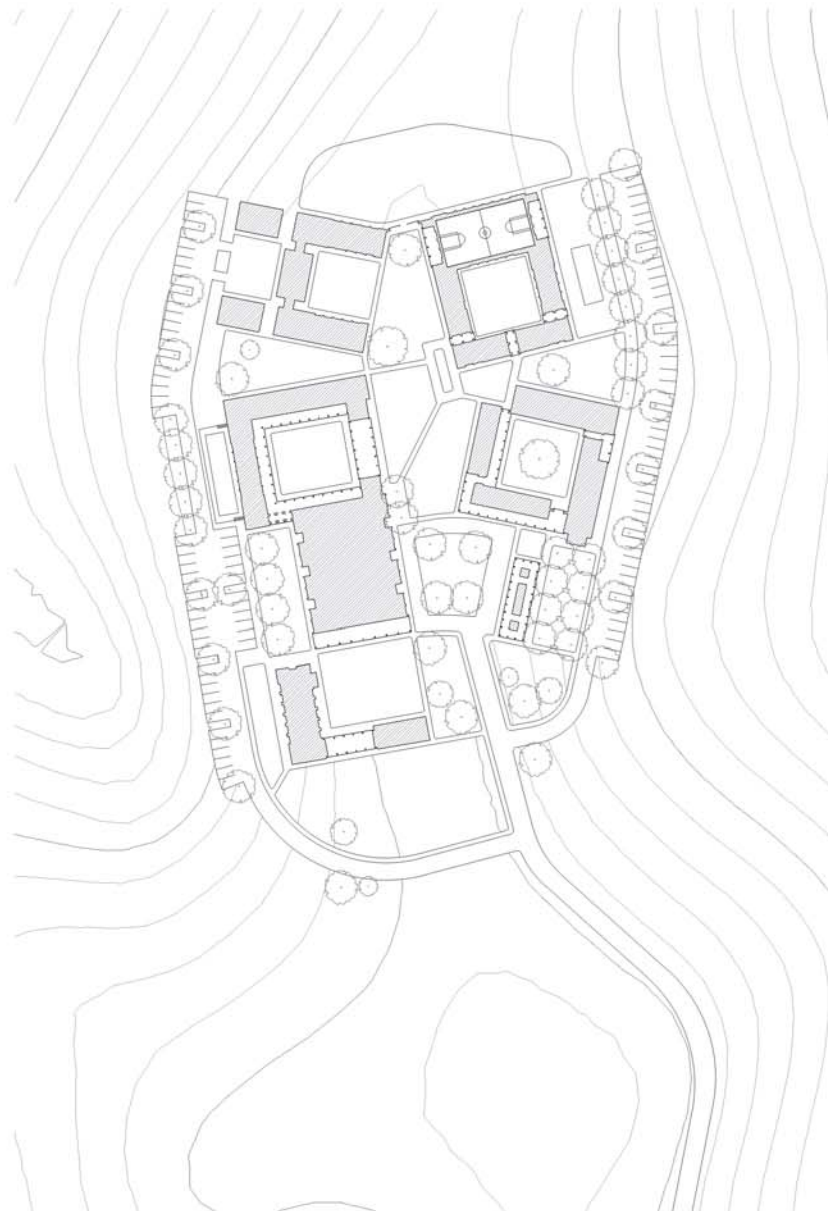
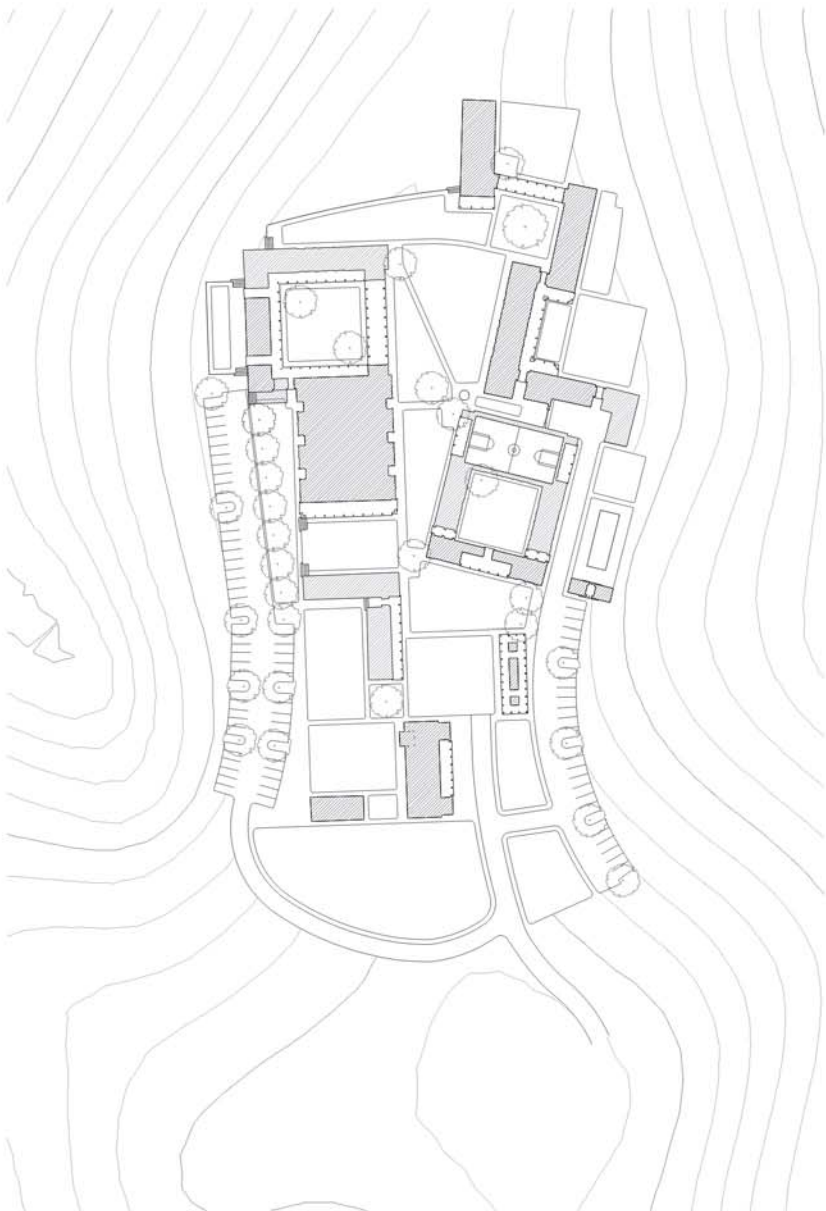
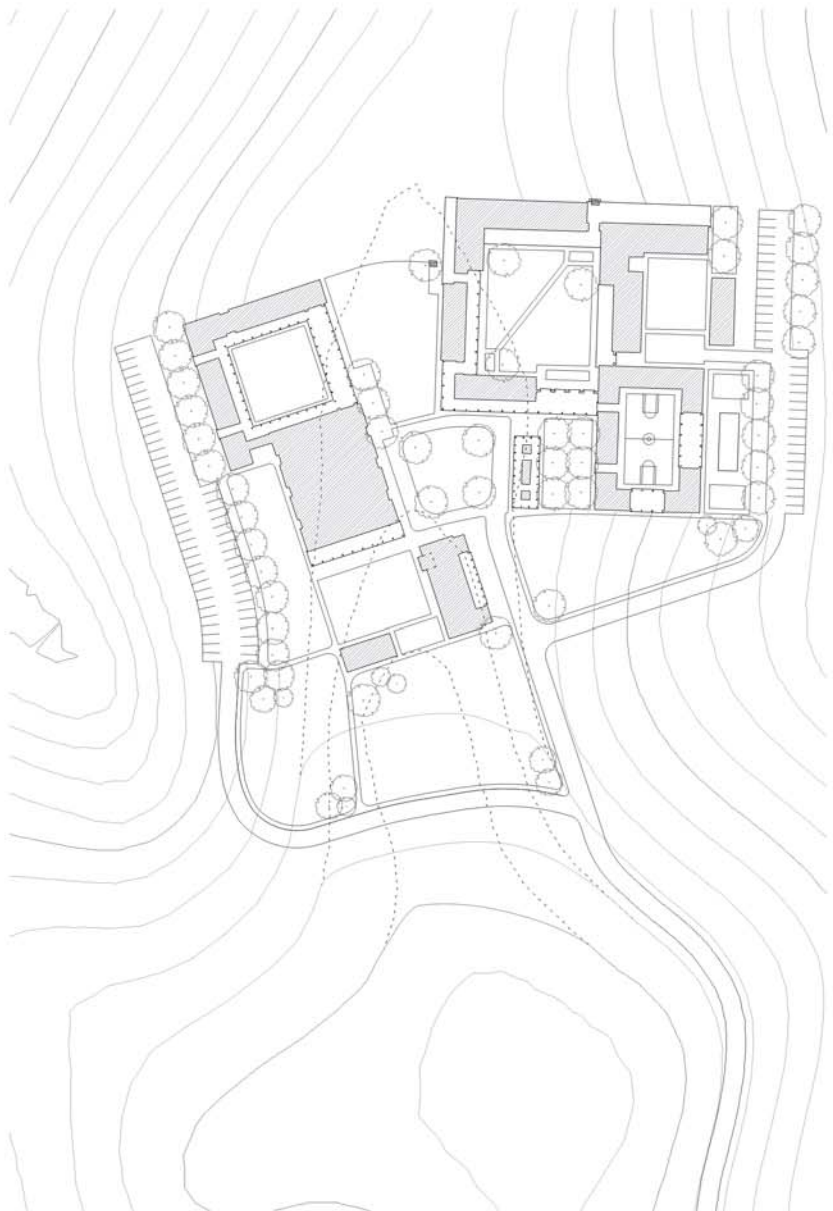
KEY MAP

SCALE: 1"=300'

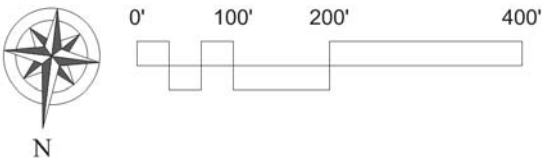




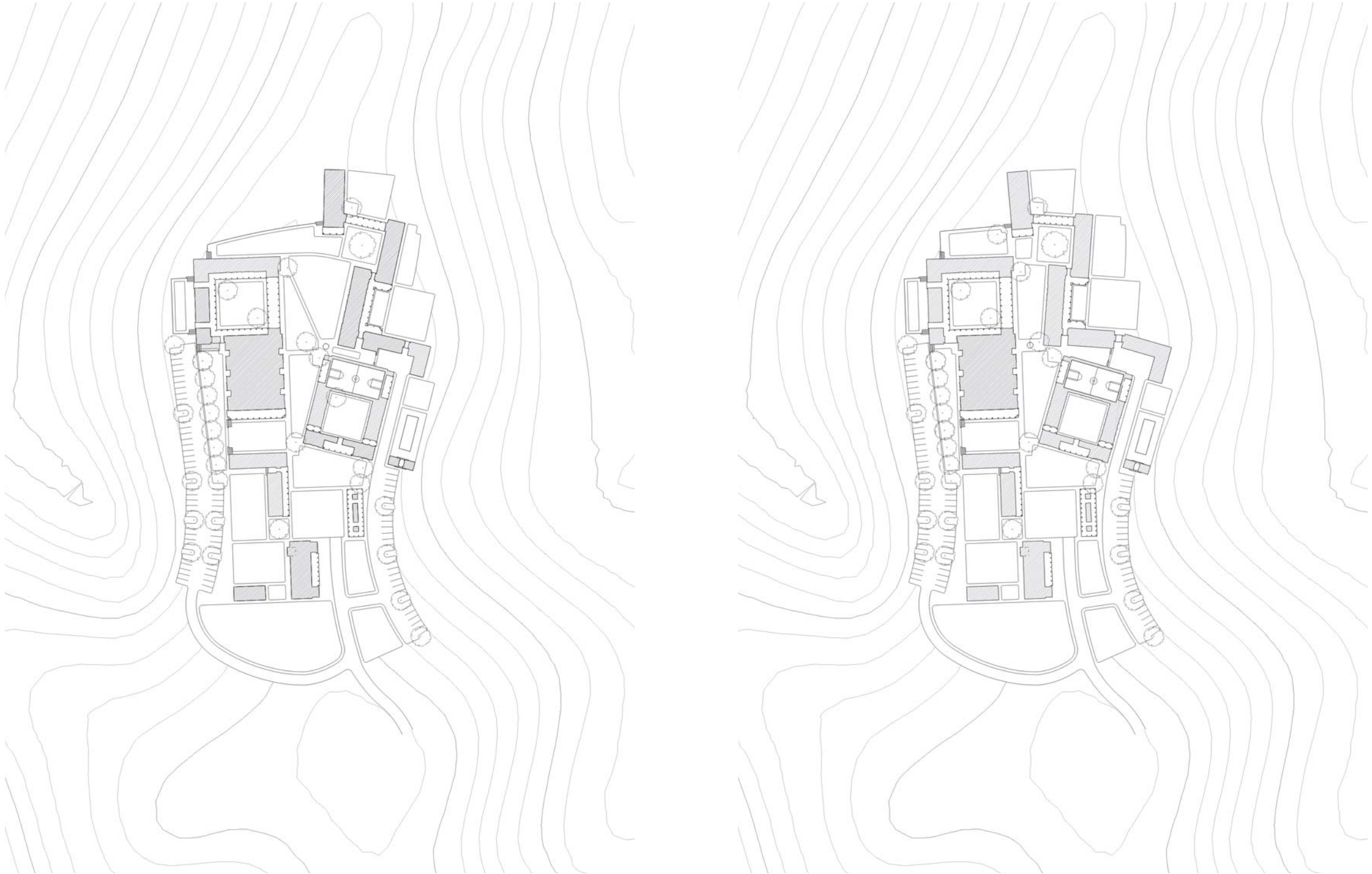
LODGE PLANS



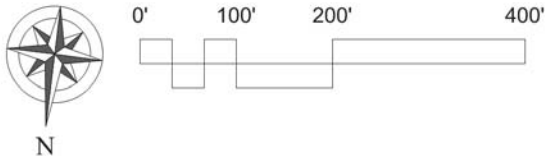
3 DEVELOPED SITE PLANS





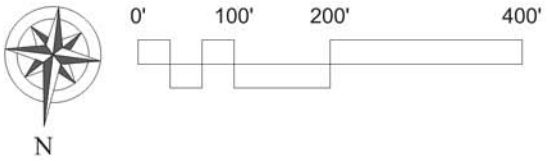


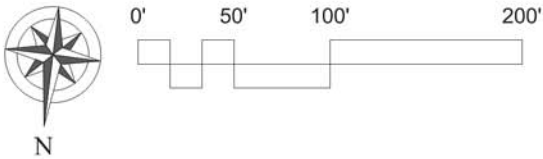
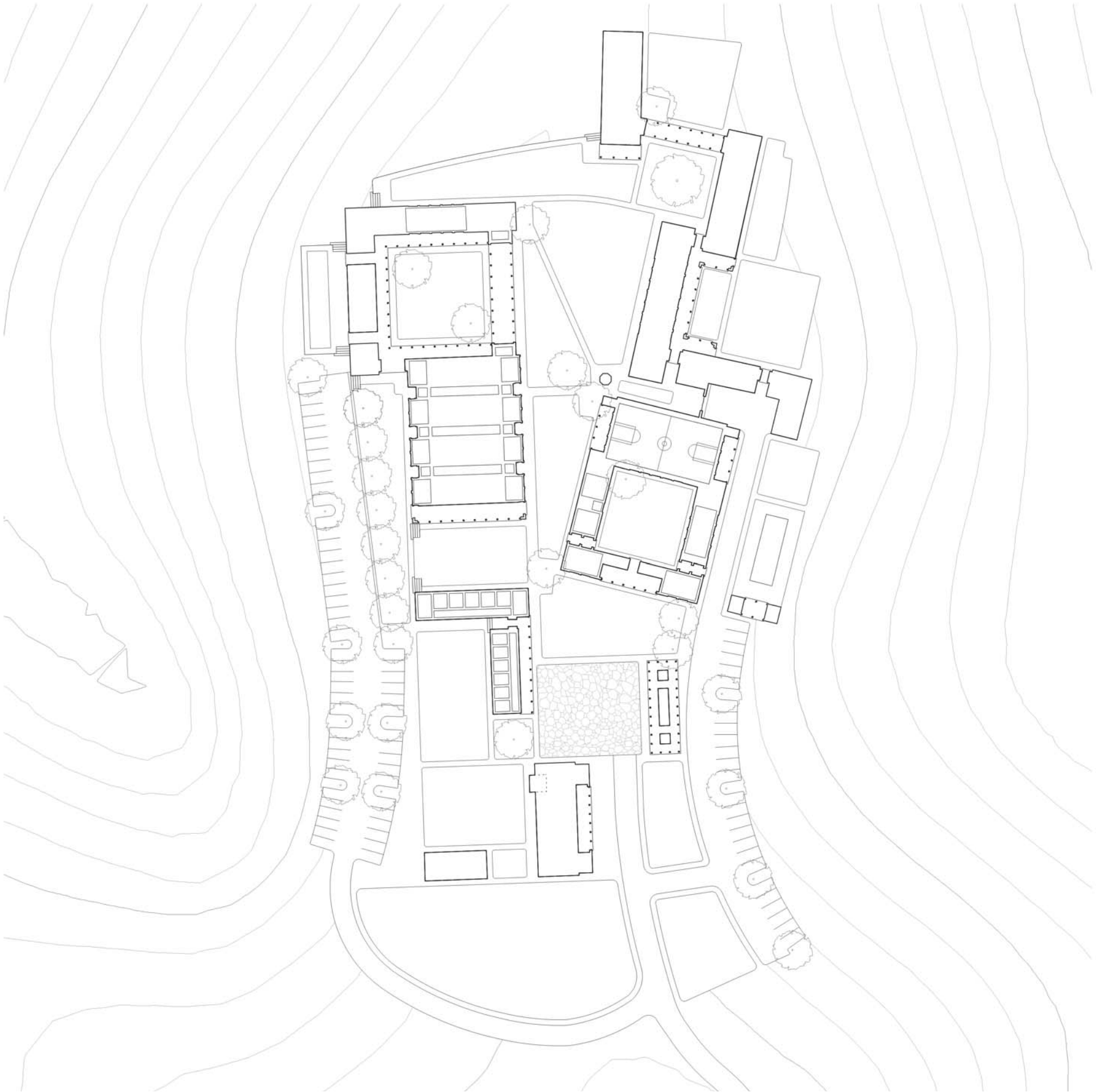
This is the only basic site plan alternate for which we have done minor variants. The difference is at the south end where one variant opens to EDSA's meadow and the other narrows the central lawns and closes down the long view. We have modeled the more open alternate, but the spaces at the south end are pretty large for one story buildings. On such a large site, it might be good to make the central pathway narrower. Larger open lawns require shade and cover if they are to be used. Smaller spaces close to the buildings will likely be used more.

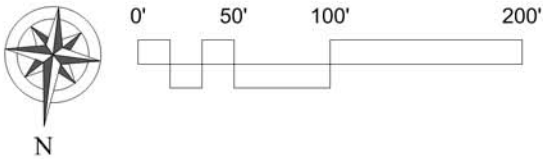


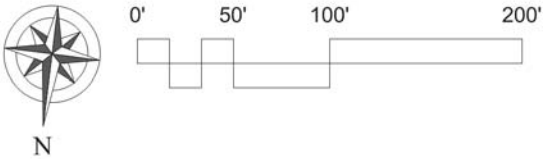


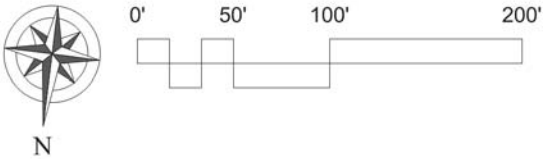
CENTRAL PATH - OPEN AT SOUTH END

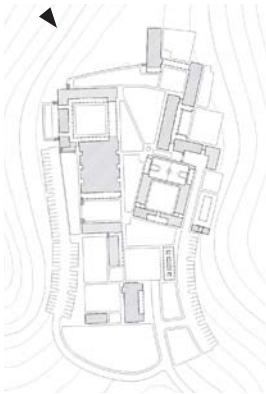
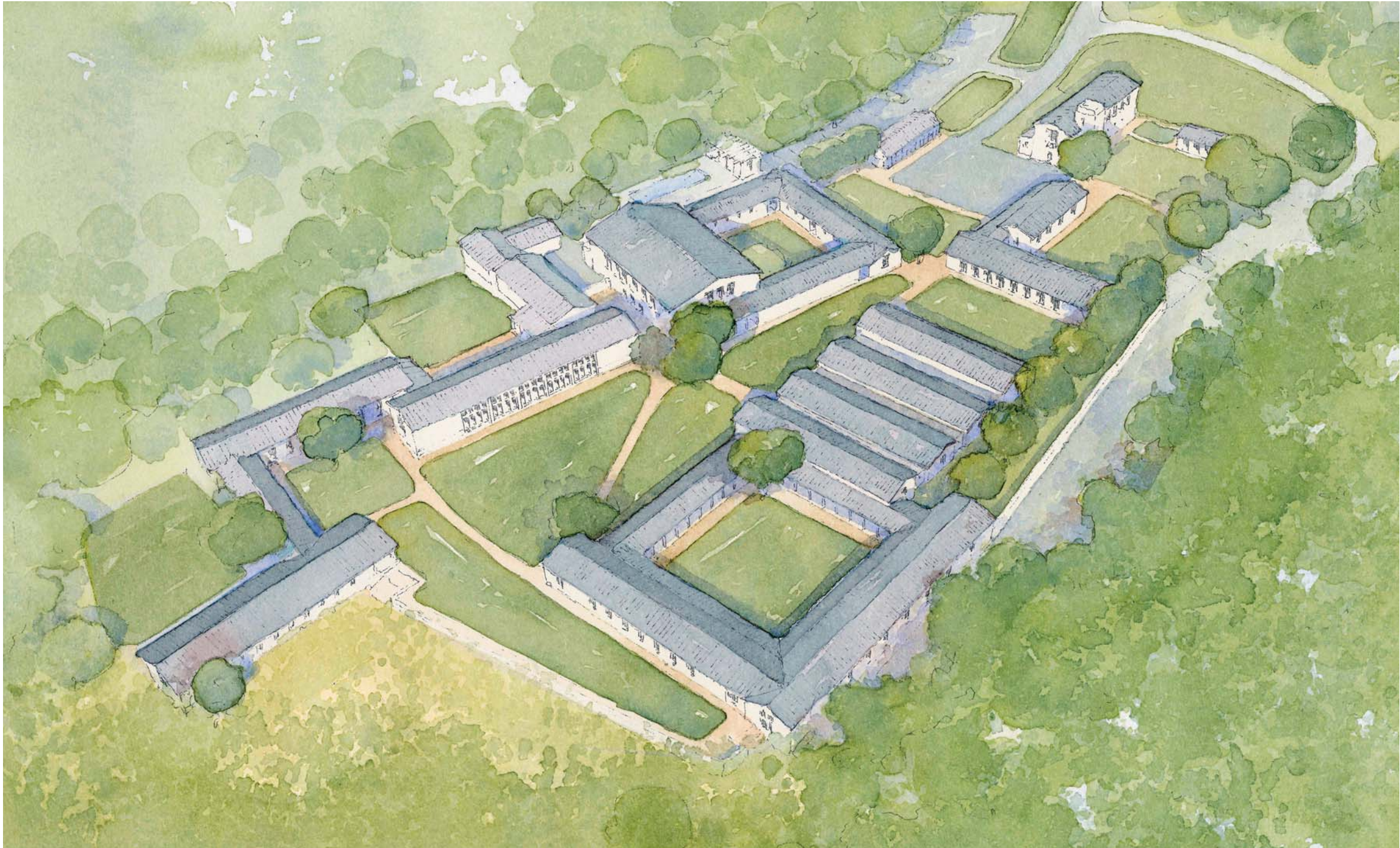






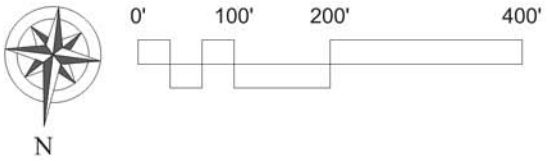


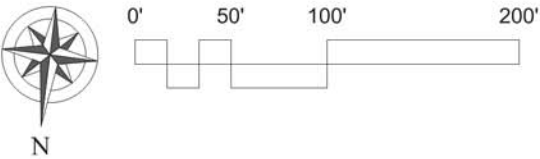
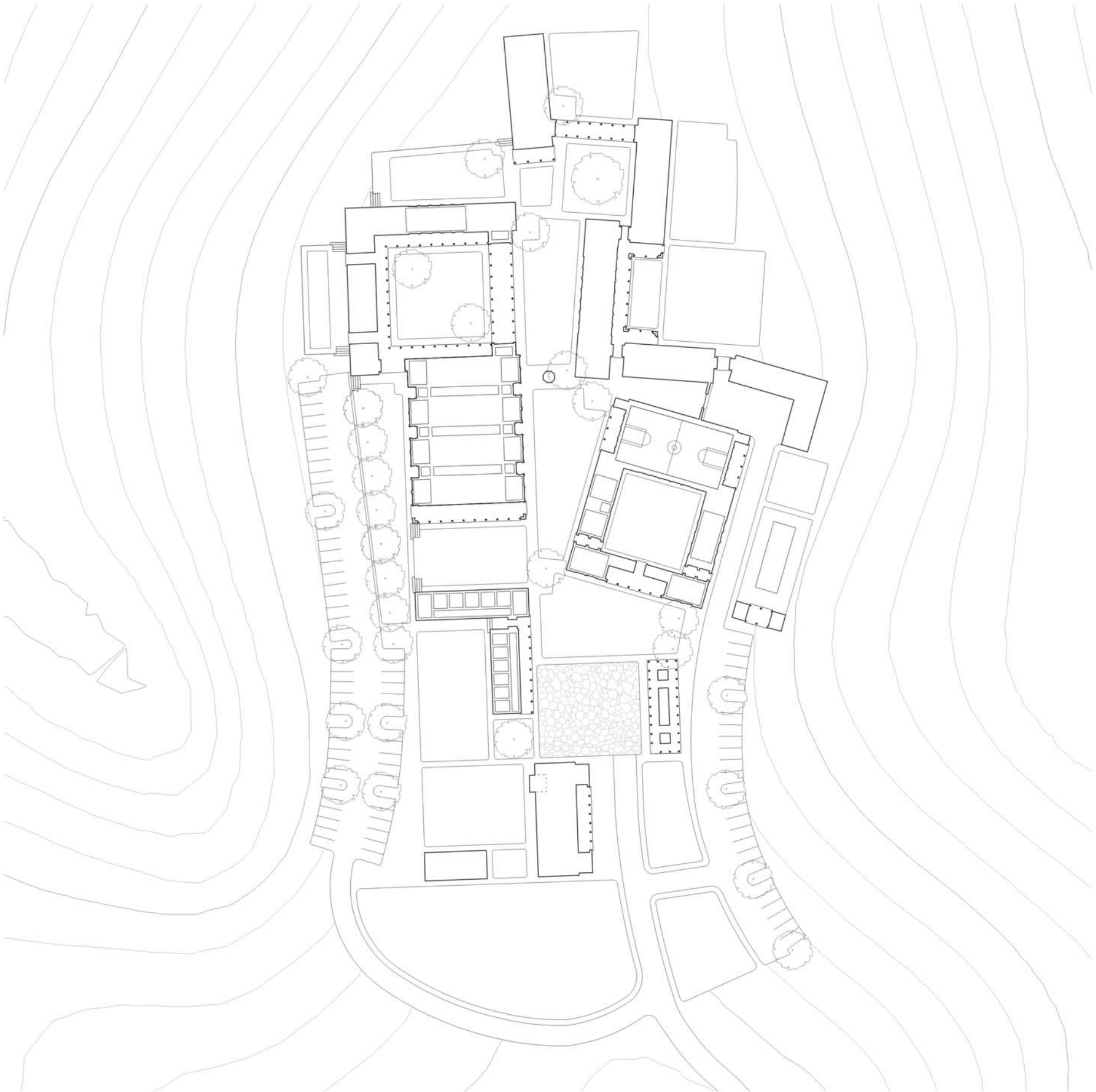


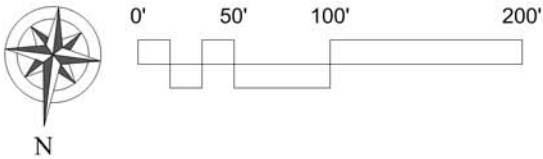
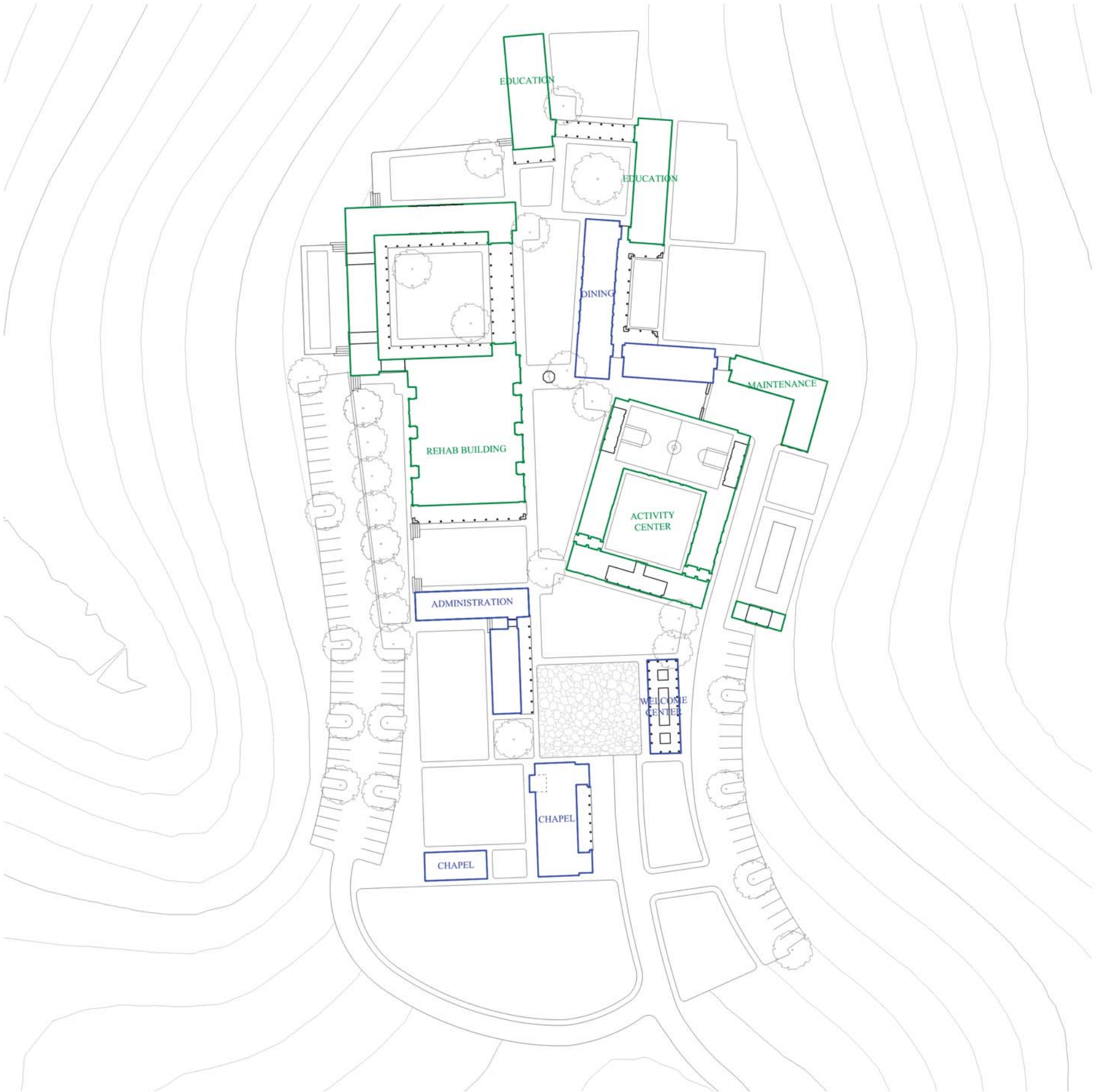


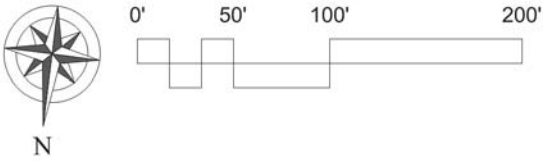


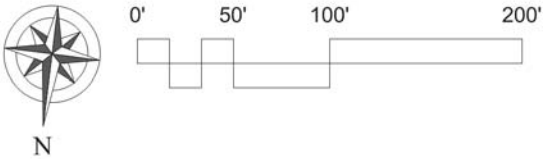
CENTRAL PATH - CLOSED AT SOUTH END

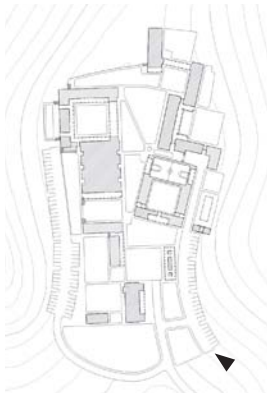
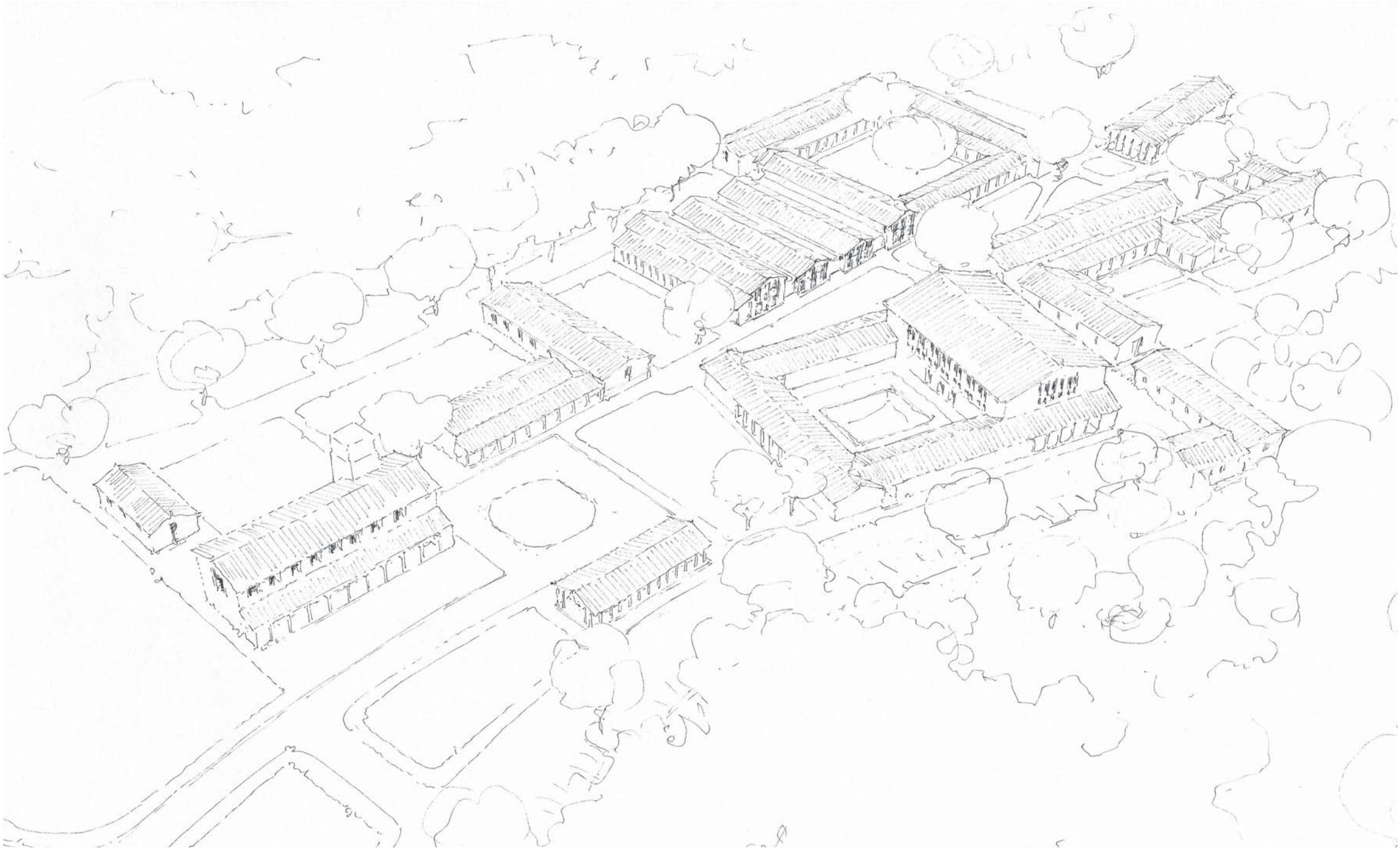










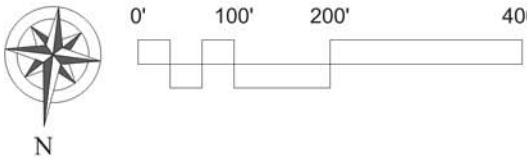


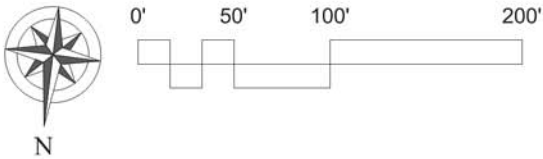
(To be water colored) This view shows the footpath site plan alternate from the northwest. It describes the minor alternate that closes down at the south end, with the lecture hall at the far south end, facing the chapel across the length of the site. This view also shows the activities center pool inside the courtyard, and more parking where the pool has been shown, and extending all the way to the maintenance building and service yard. The chapel is more prominent in this view but we can also see the gym more clearly and you can see the views that the dining hall would have west across the courtyard and lawn terrace.

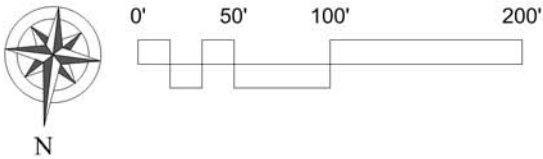


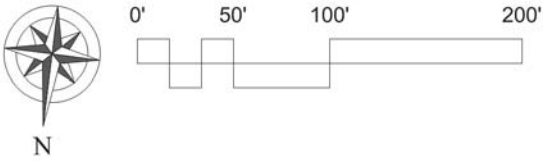
SPLAYED COURTYARDS

Of the 3 developed alternates, this extends the furthest down the west side of the ridge. The activities center and dining quad would likely be dropped a few feet and the pool terrace might have to drop further.





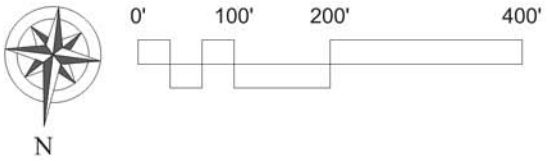


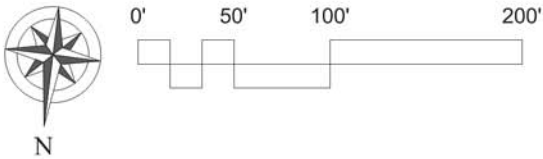
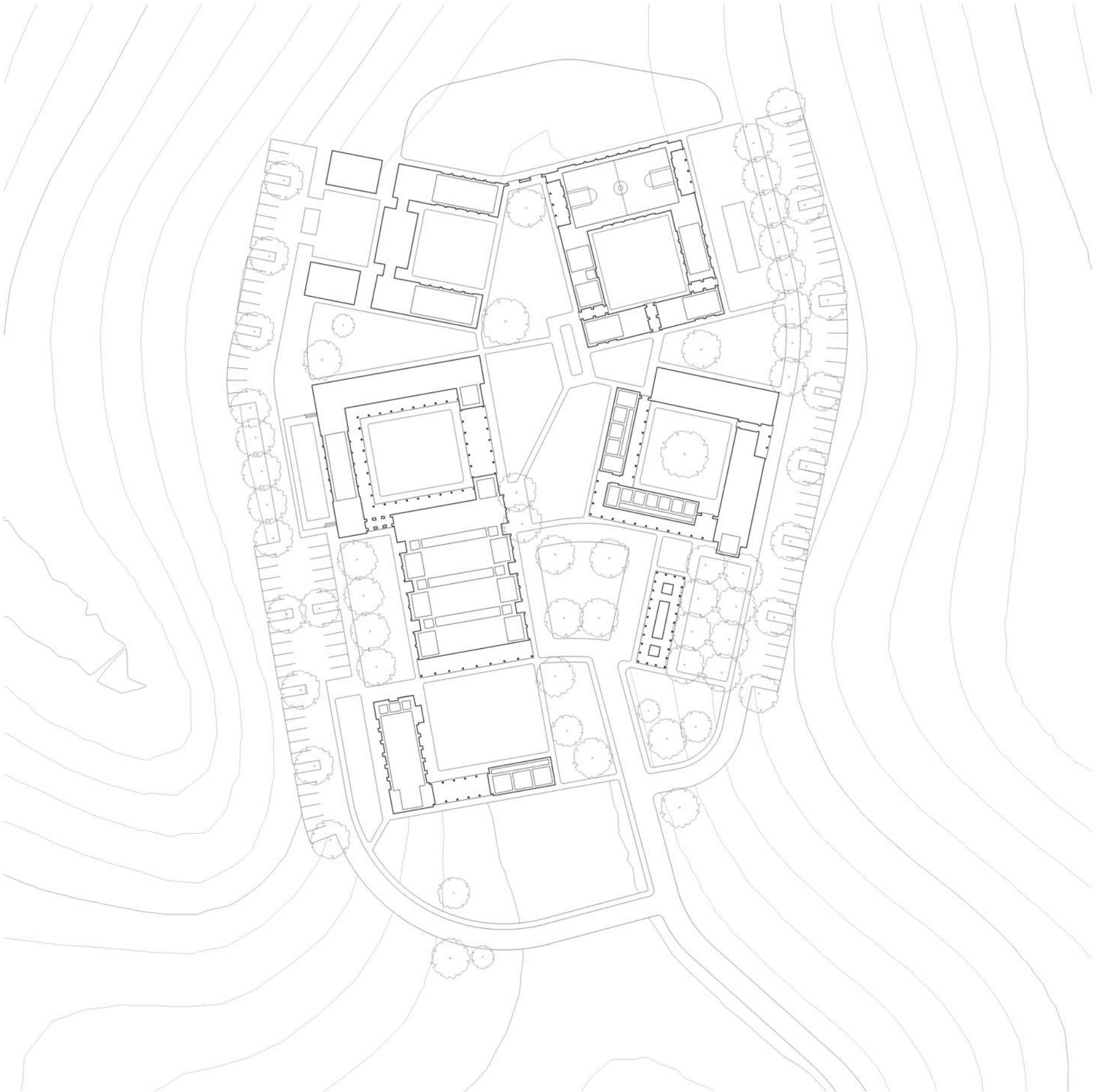


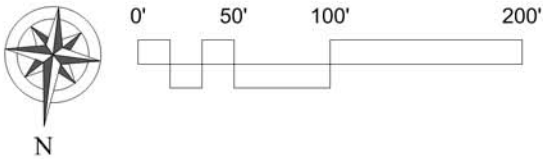
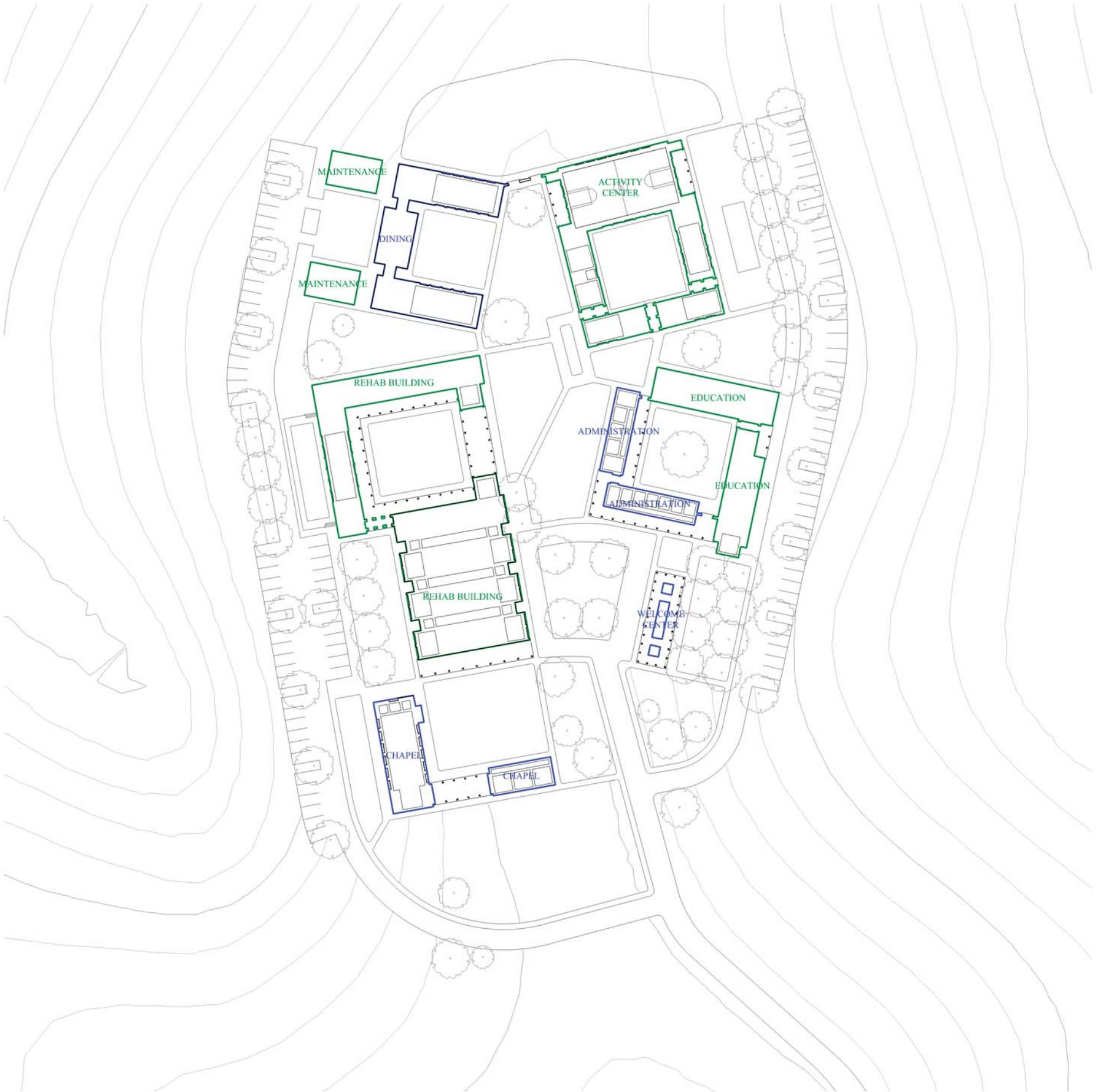


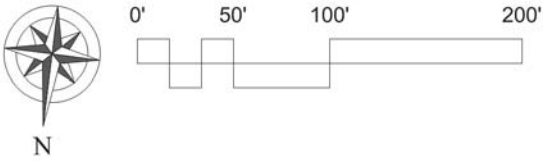


FOUR COURTYARDS











HOUSING LAYOUTS

NOTES ON HOUSING TYPES

Following is a sheet of lettered housing types and several site plan proposals for typical camps, as designated on the master plan. Housing types are keyed on the site plans. These camps are about 250 feet on a side and on relatively high points of the site.

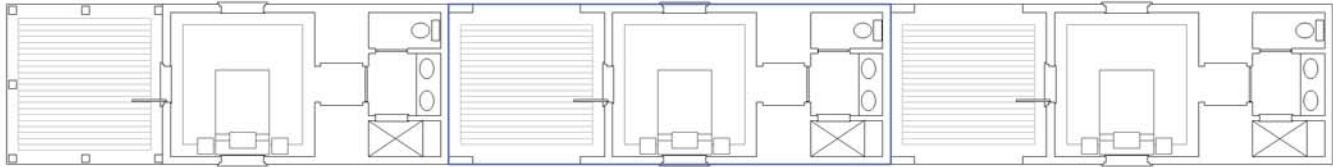
Several assumptions were made. First, it was assumed that, owing to the number and size of the three bedroom units, that family houses could also be designed for the camps as well as for the family camps, but that family houses would not be mixed with housing for single veterans.

However, on site plans with single accommodations, two or more types are sometimes mixed in order to avoid the repetition of a single unit type. Some housing is narrow enough to be modular housing. Some could be built in pieces and joined on the site. Some types just don’t lend themselves to modular construction. Modular housing poses a challenge for three-bedroom housing. Joe does not like double 14 foot units, and you need to by-pass a bedroom. Going forward, we will focus more on modular housing dimensions.

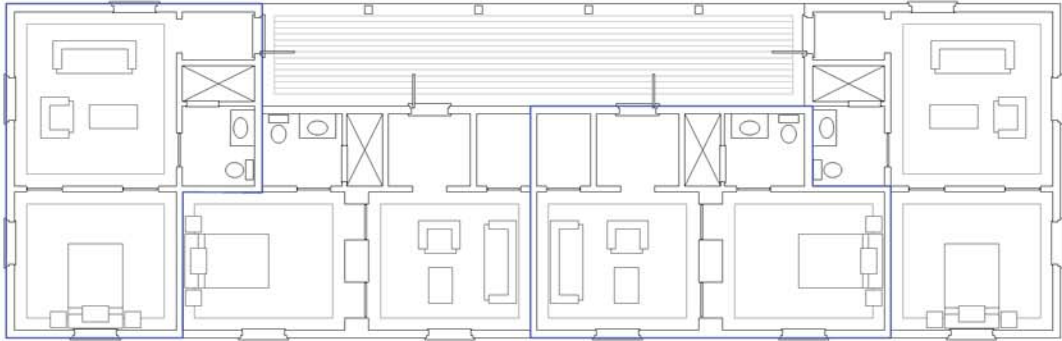
We looked at cruciform shaped three bedroom units that are thin enough to build off site. We also looked at three bedroom duplexes which seem pretty generous and efficient but that don’t lend themselves to modular construction. We looked at bigger singles buildings with four suites and a common porch.

Three bedrooms were to be in the range of 12-1400 sf h/c. We discussed a range of sizes for single but I think we settled on an average of 500-600 sf. Some singles types provide for both a bedroom and a sitting room and small kitchen. Some have small bedrooms only and a shared living room. We are showing porches in most unit types, which may or may not be affordable.

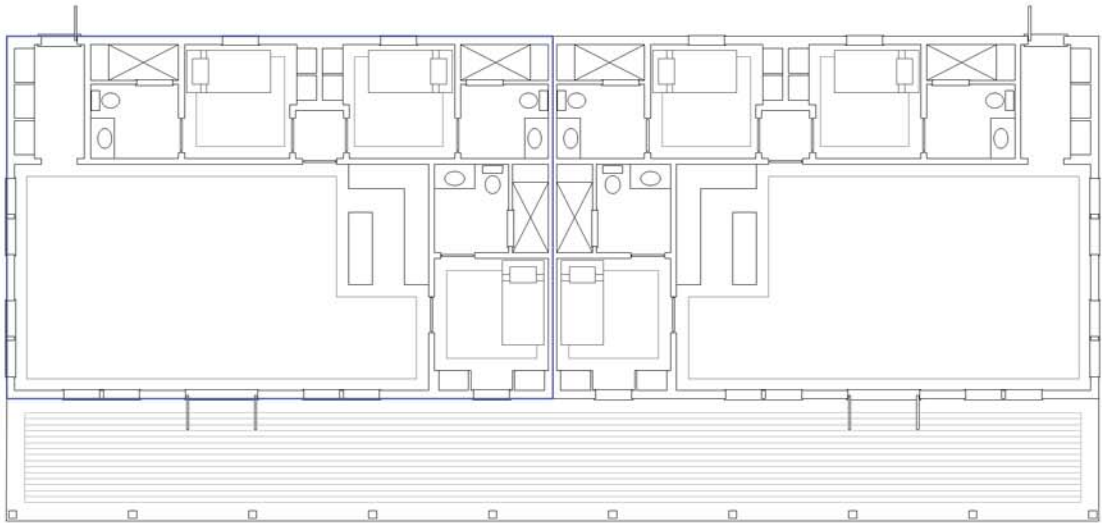
In the site plans, bedrooms generally look out to the woods for privacy. Porches generally look inward to the greens and commons. Ranges of rooms provide a scale commensurate with the setting but are staggered at points to avoid long unbroken runs. Buildings have been sited to prevent rooms from looking onto one another at short distances. Parking is generally broken up into small lots and parallel spaces. We are hoping to have relatively rural standards for road cross sections. A couple site plans show a common screen porch and fireplace of about 625 sf.



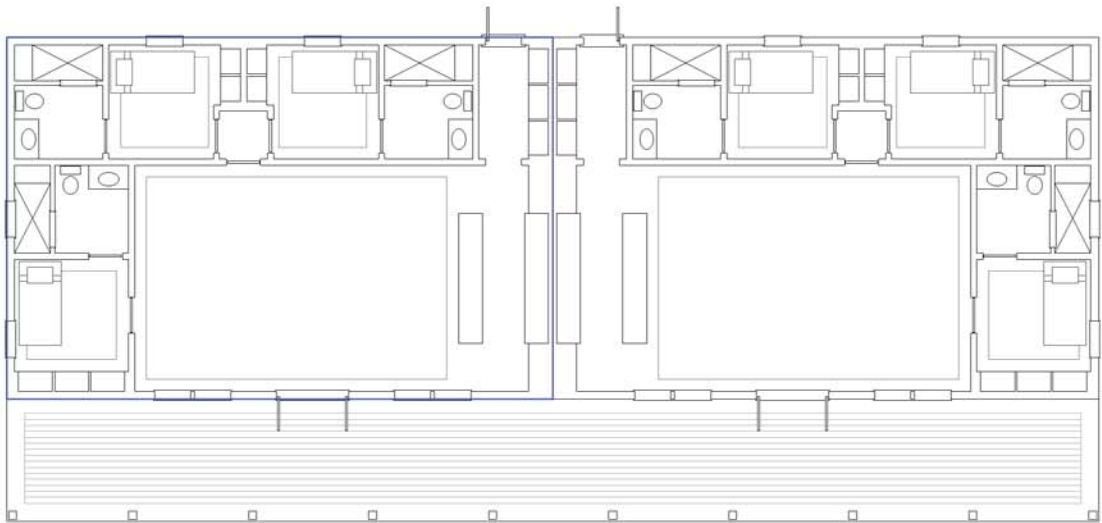
A - 1 BEDROOM CABINS



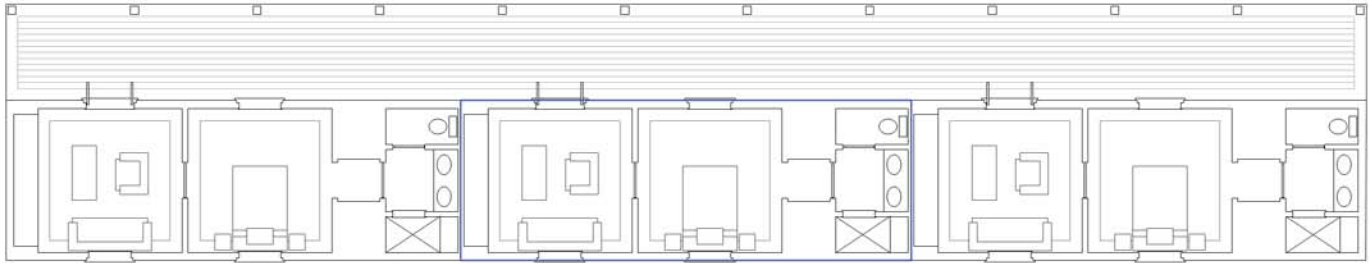
B - 1 BEDROOM SUITES AROUND SHARED PORCH



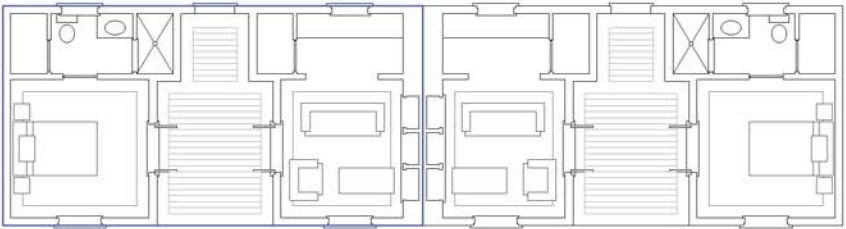
C - 3 BEDROOM DUPLEX WITH SHARED PORCH



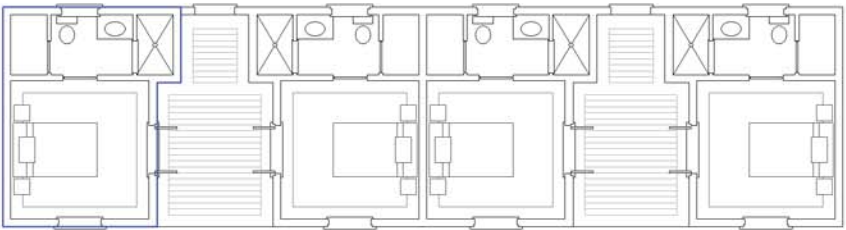
D - 3 BEDROOM DUPLEX WITH SHARED PORCH



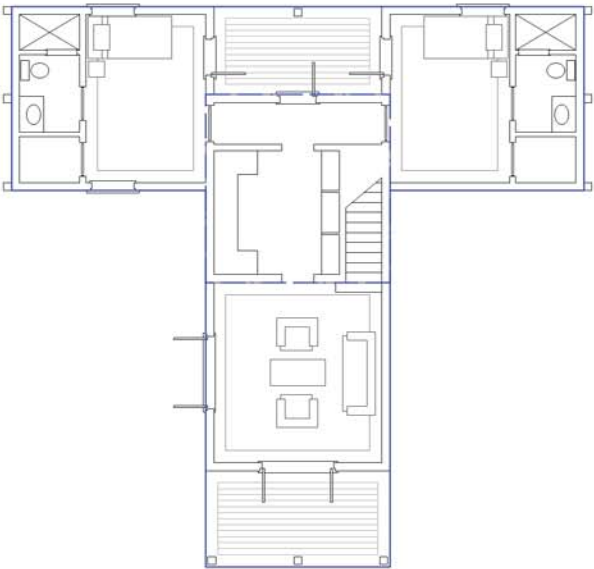
F - 1 BEDROOM SUITES WITH SHARED PORCH



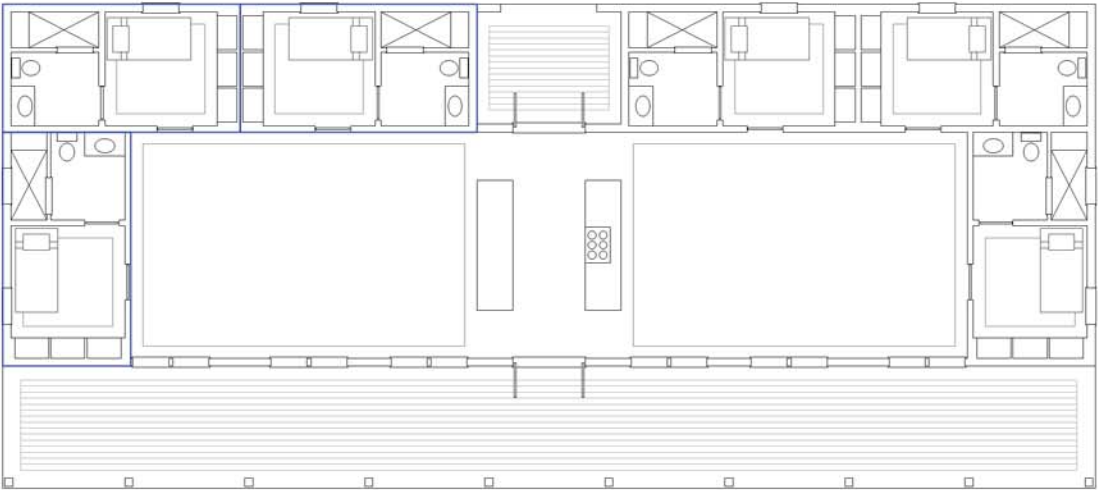
G - 1 BEDROOM SUITES WITH SHARED PORCH



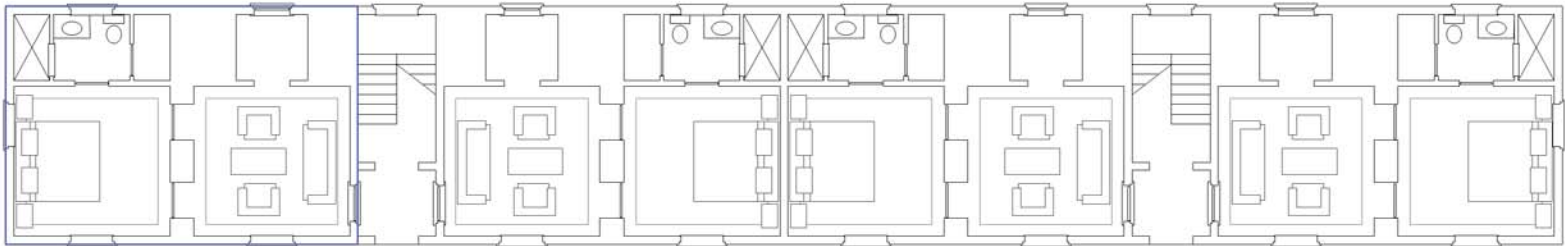
H - 1 BEDROOM CABINS WITH SHARED PORCH



E - 3 BEDROOM HOUSE INCLUDING LOFT BEDROOM



I - 6 BEDROOM DORMITORY



J - 1 BEDROOM SUITES WITH SHARED ENTRIES. STACKED FLOORS OPTIONAL.

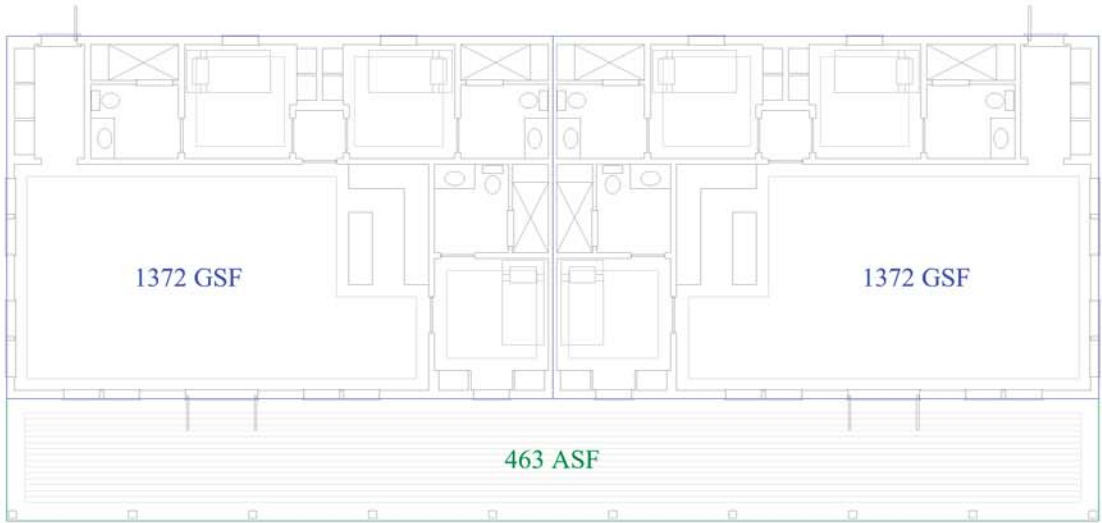
□ EXTENT OF TYPICAL UNIT



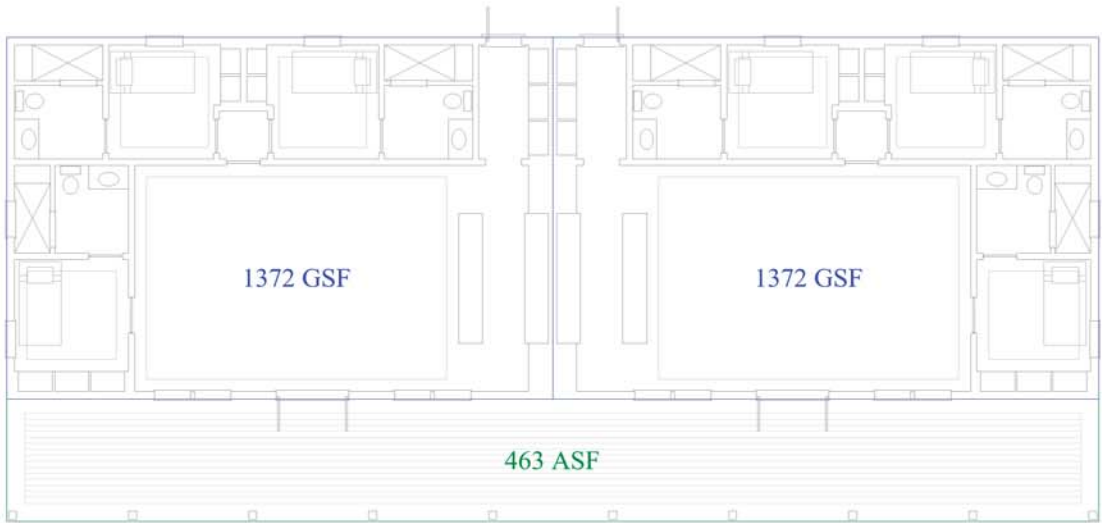
A - 1 BEDROOM CABINS



B - 1 BEDROOM SUITES AROUND SHARED PORCH



C - 3 BEDROOM DUPLEX WITH SHARED PORCH



D - 3 BEDROOM DUPLEX WITH SHARED PORCH



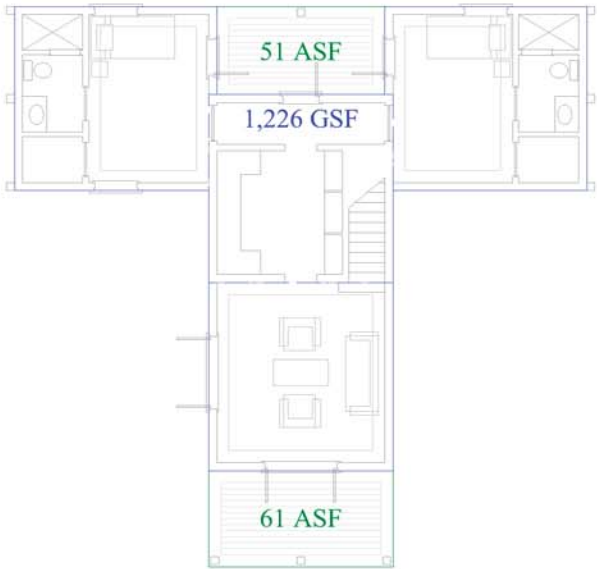
F - 1 BEDROOM SUITES WITH SHARED PORCH



G - 1 BEDROOM SUITES WITH SHARED PORCH



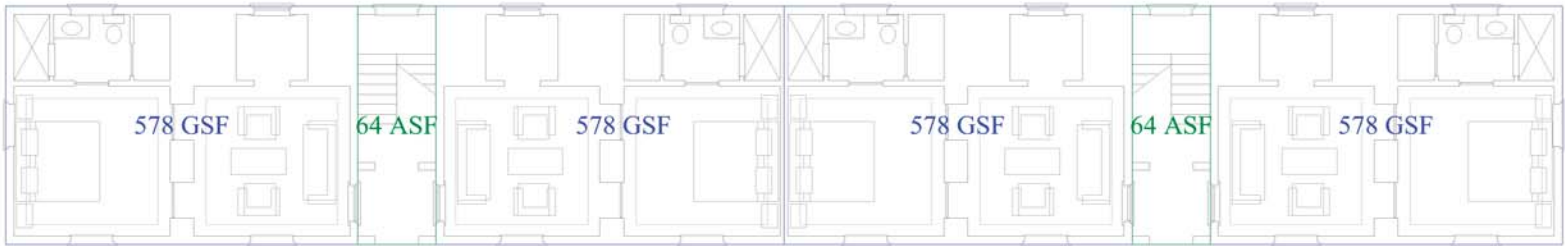
H - 1 BEDROOM CABINS WITH SHARED PORCH



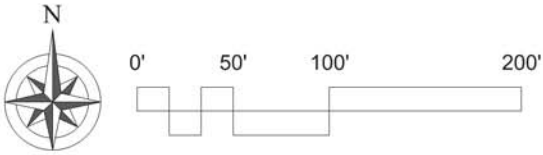
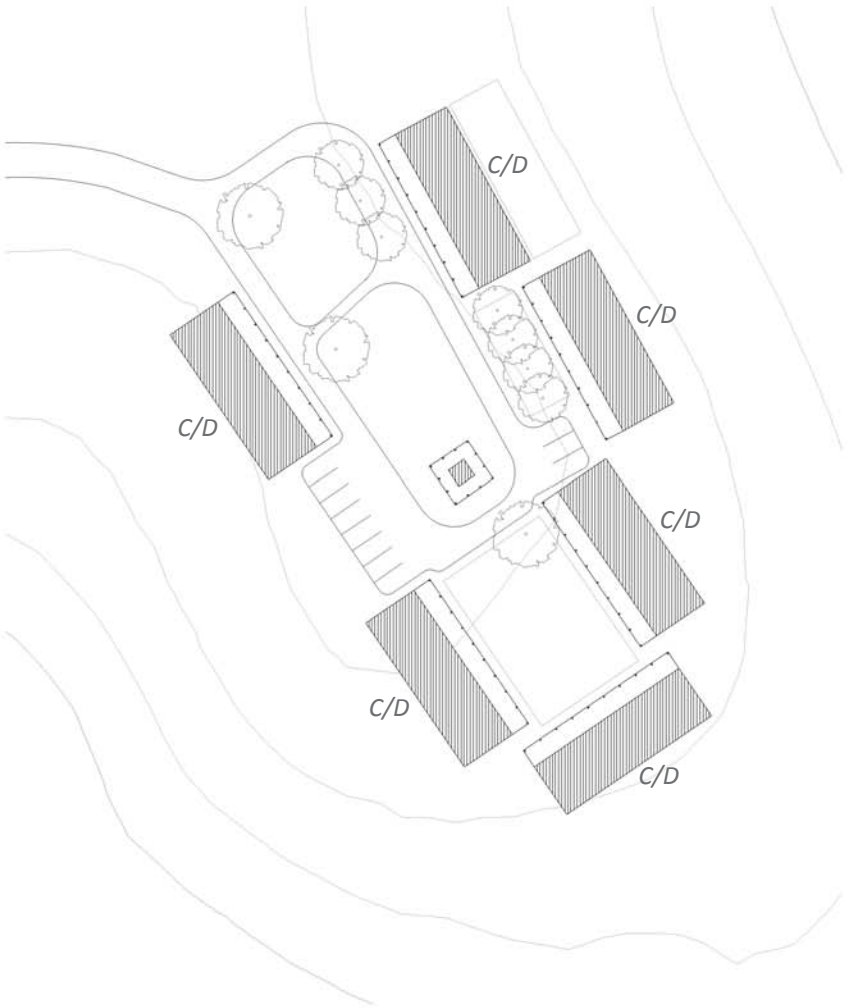
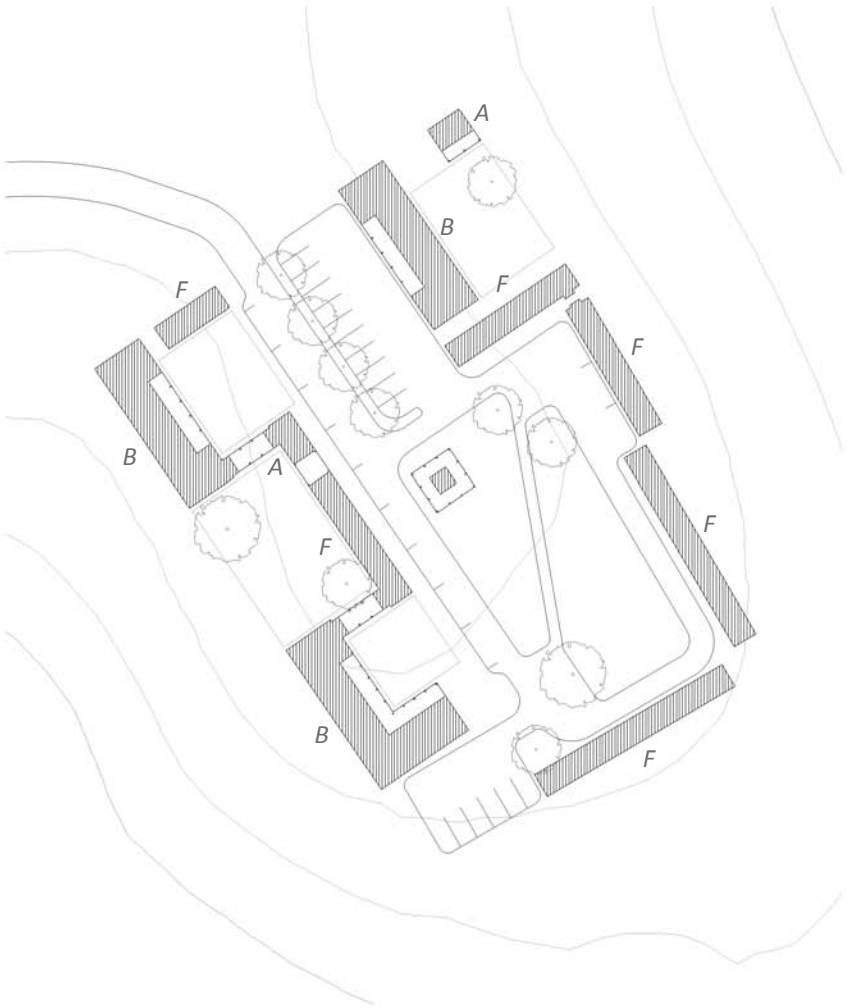
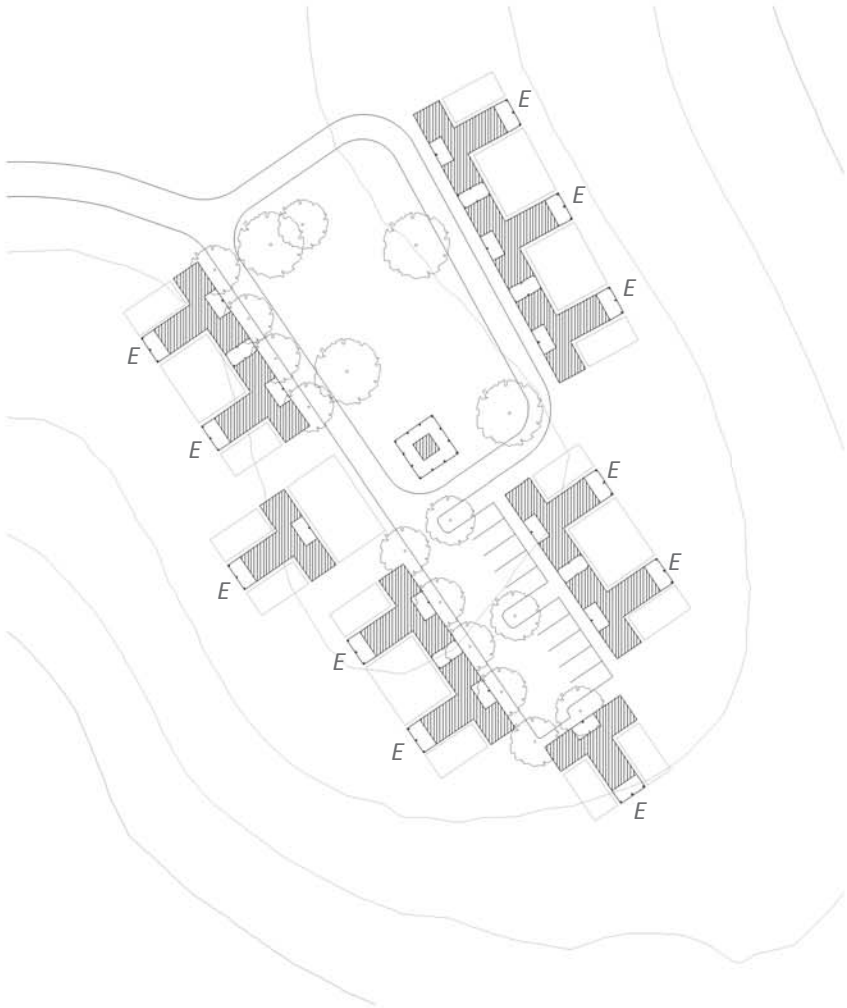
E - 3 BEDROOM HOUSE INCLUDING LOFT BEDROOM

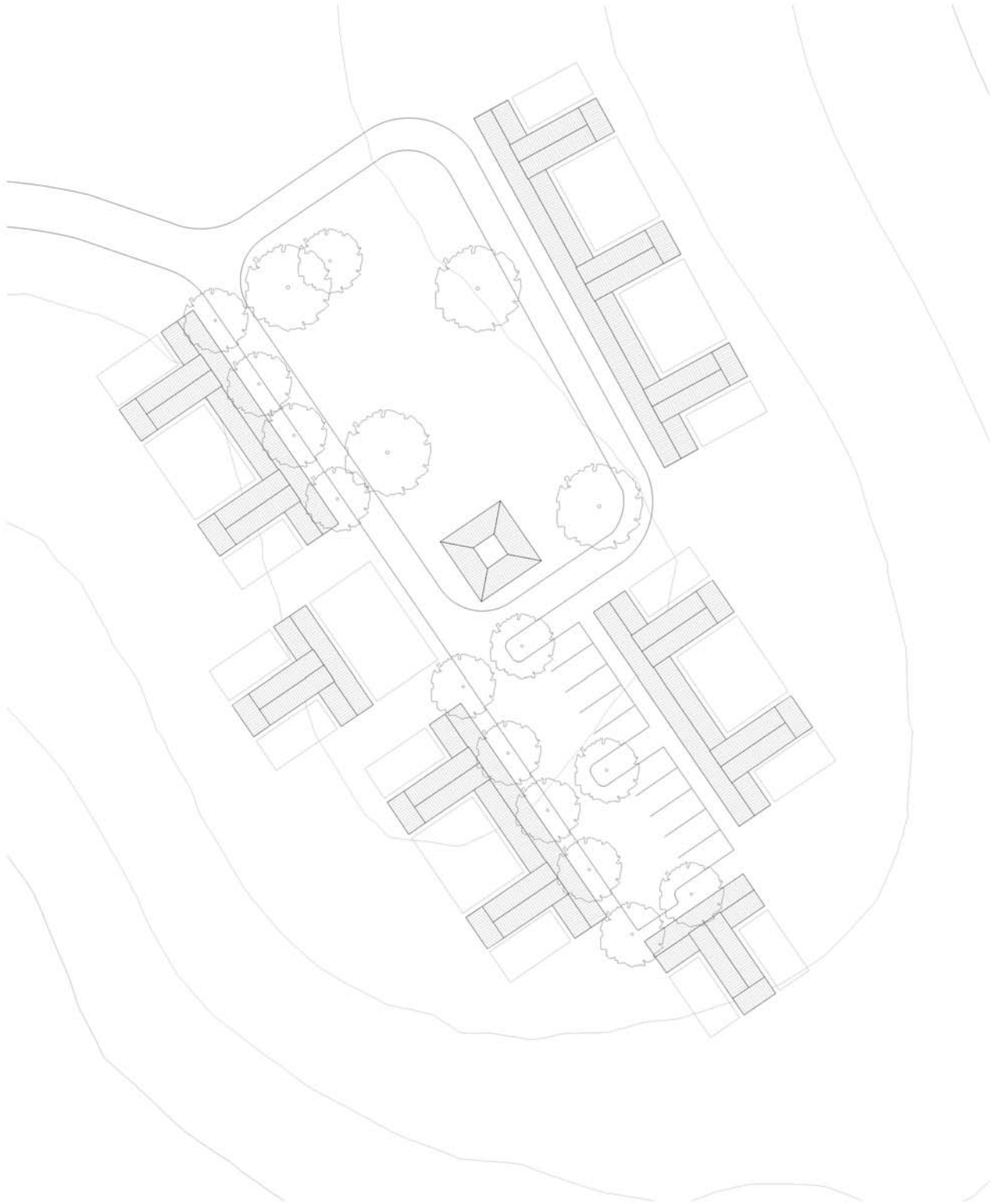


I - 6 BEDROOM DORMITORY

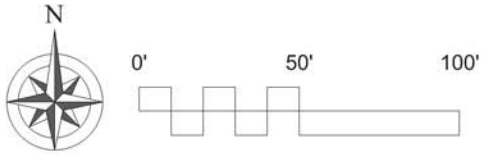


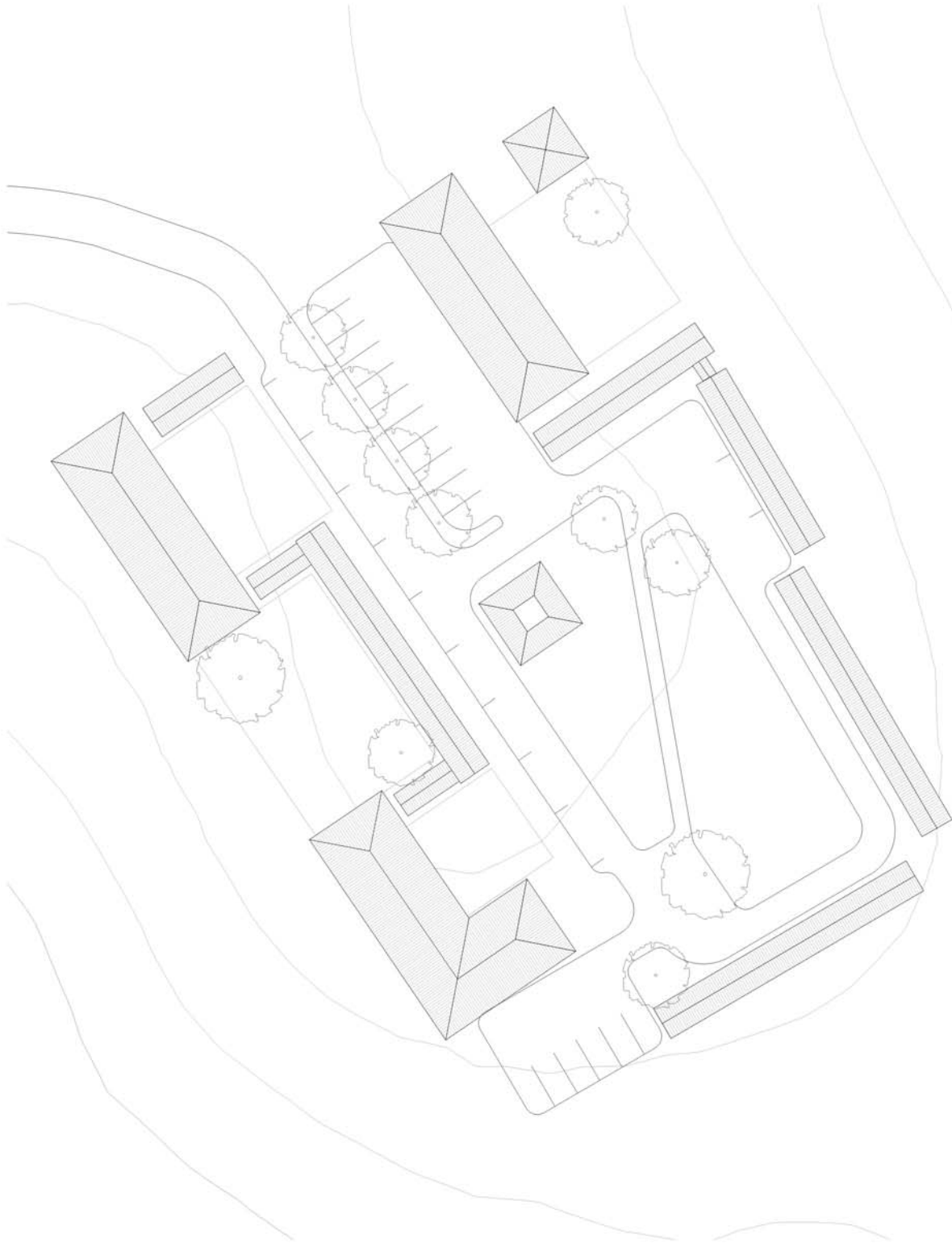
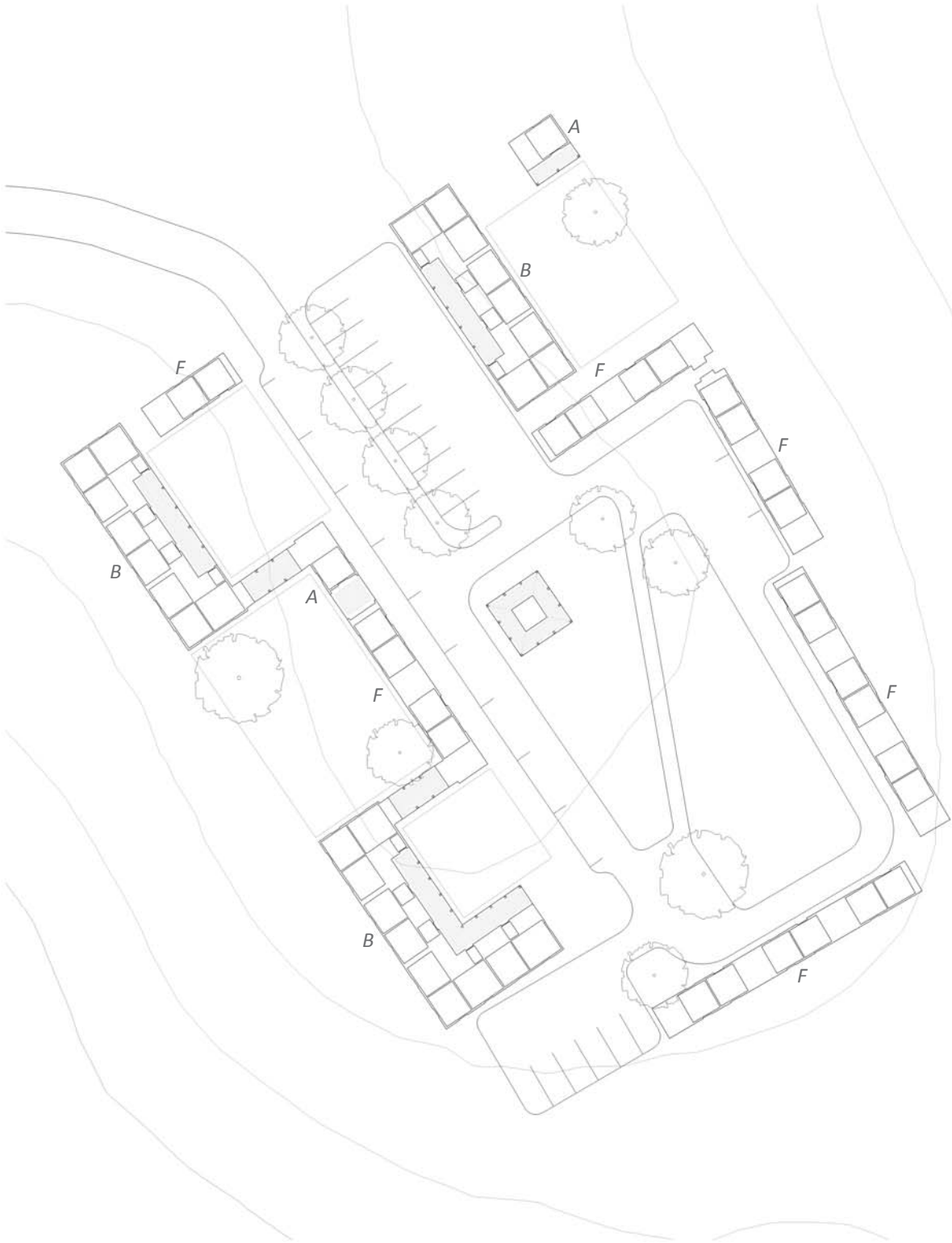
J - 1 BEDROOM SUITES WITH SHARED ENTRIES. STACKED FLOORS OPTIONAL.



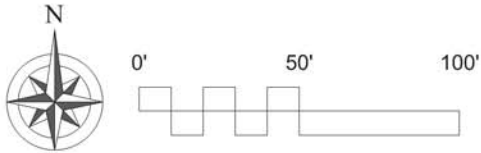


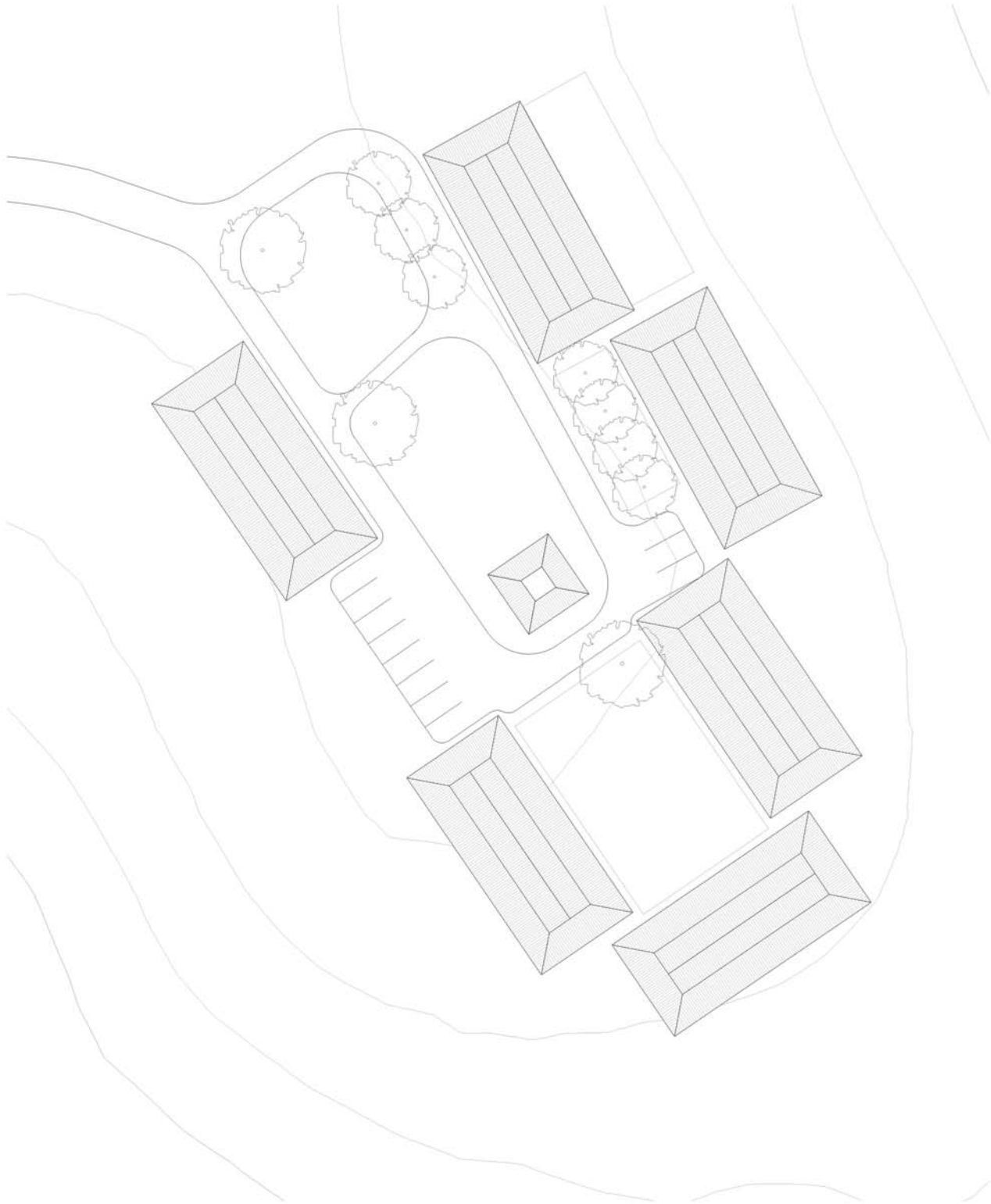
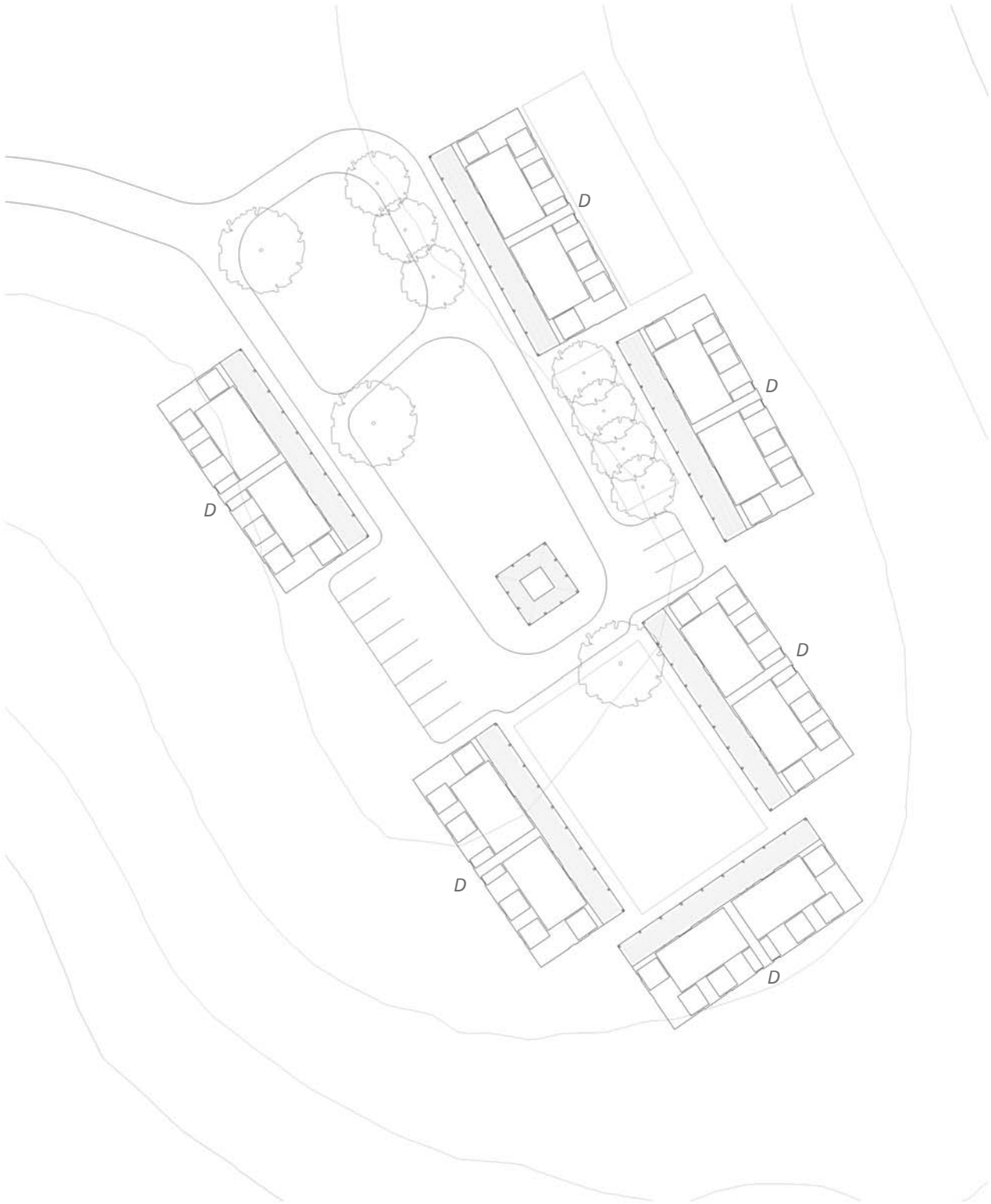
'T' shaped three bedroom houses with a third bedroom on the second floor overlooking a tall living room. This layout is one way to avoid by-passing the third bedroom in a narrow plan. Each house has a porch facing the woods, and a small entry porch. Two or three units can attach a form ranges of units. The six units at the end form a courtyard that can accommodate housing.



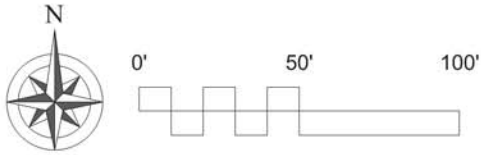


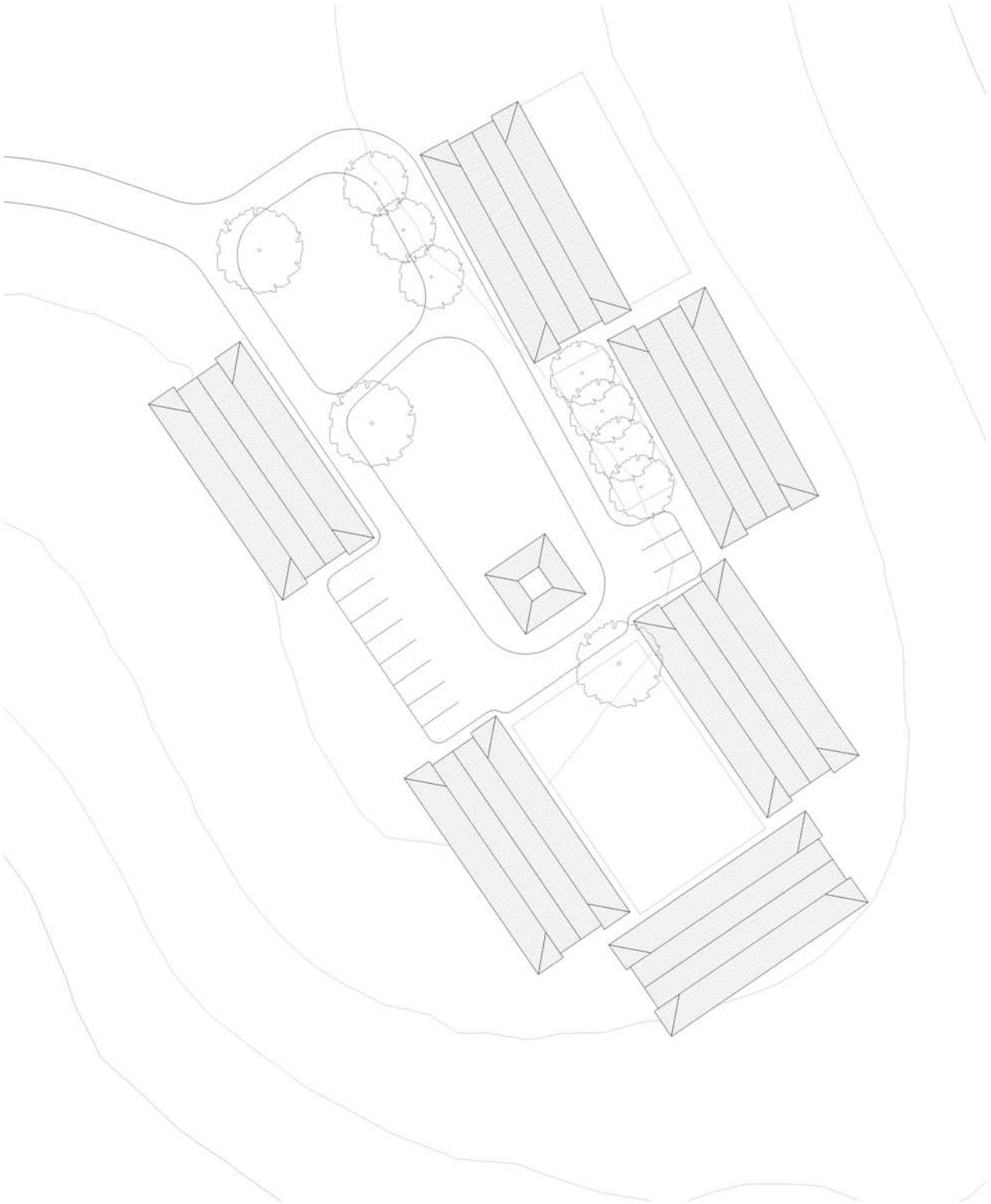
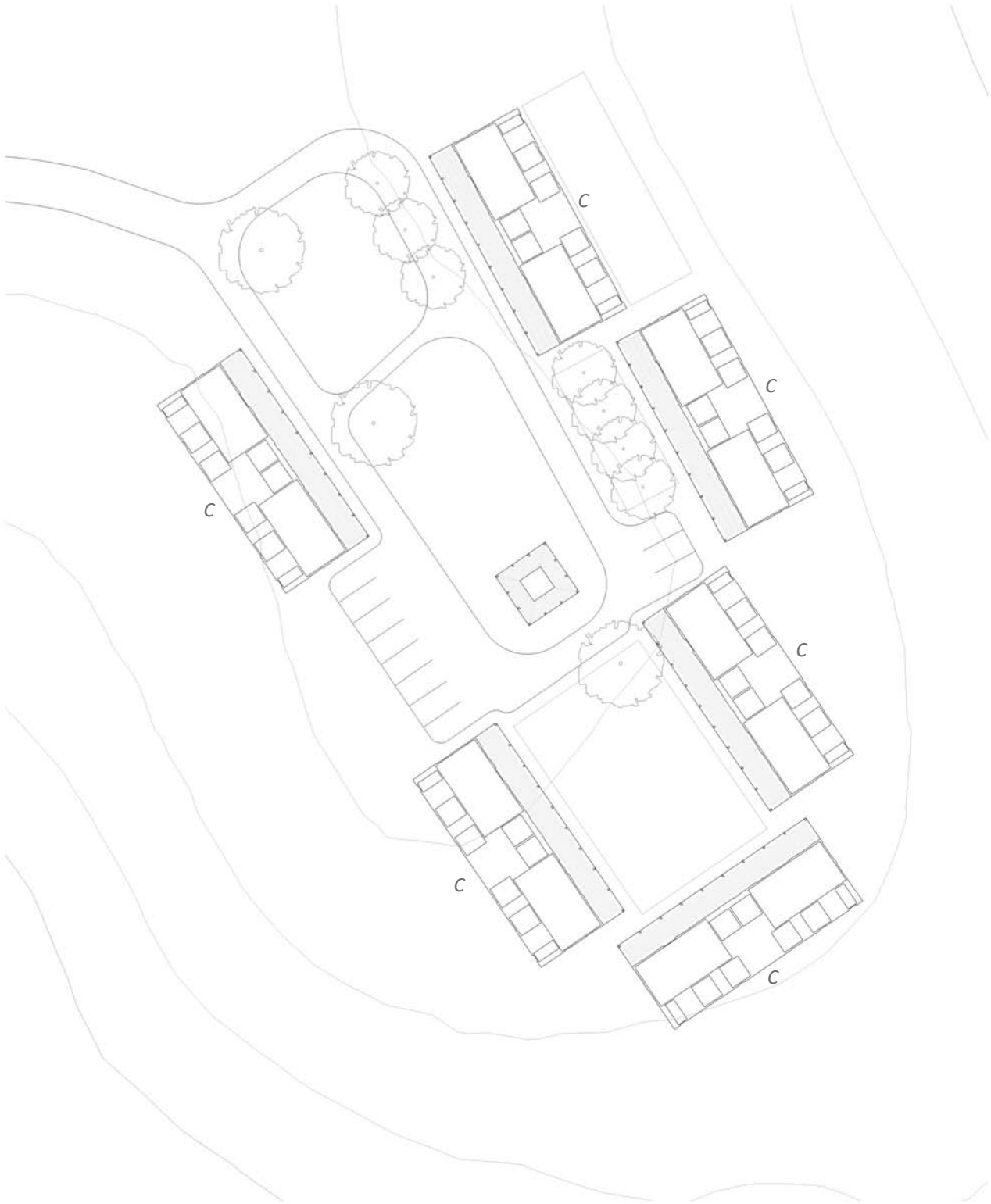
Three-bedroom family houses are not mixed with single bedroom units, but you can mix different types of single bedrooms so that the site plan isn't so repetitive. Here the A, B and F units (without porches) are mixed. The A and F types can be modular. The B type has four one bedroom suites and a common porch. If it were modular it would have to be built off site in pieces. This plan shows the layout of bedroom, porches, and sitting rooms.



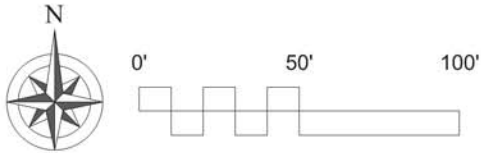


The first of two duplex alternates. Wrapping three bedrooms around a living room is very efficient, yielding larger living spaces than the modular T shape. Bedrooms in this alternate are around the edge of the building and under the low shed roof.





This duplex turns the third bedroom to the interior, facing the porch. This allows the living room to face both the porch and an end wall. The high central roof over the living rooms daylights. the porch, and the back bedrooms are under lower hip roofs. Buildings have been sited to facilitate long views and privacy.





APPENDIX

MERRILL, PASTOR AND COLGAN ARCHITECTS

927 Azalea Lane, Suite B Vero Beach, Florida 32963 tel (772) 492-1983 fax (772) 492-1986 www.merrillpastor.com

Principals
Scott Merrill and George Pastor
(AA26000612)

Veterans' Lodge

Program Study - Draft 2

6/12/2017 with revisions 6/29/17

Summary

Dining	6,400
Welcome House	2,100
Chapel	2,300
Administration	4,200
Rehab Building	20,200
Activity Center	16,200
Education Center	5,800
Maintenance	2,600
Exterior Circulation	14,000
Grand Total	73,800

Housing Program*

(53) Single Family 3 BR Cottages	1200-1400 a/c s.f	Porches not accounted for
(38) One bedroom units	500 - 600 a/c s.f.	Porches not accounted for

Vocational Training Center

Located proximate but not part of the first phase complex this area of large shed buildings will house training areas for plumbing, welding, HVAC, Fork Lift Operations

Notes:

* housing will be designed so that modular construction is an option

All summary totals have been rounded to the nearest 100 square feet.

The program is our best guess at this point, and the basis for this program is greatly advanced over what we have been working with. This will give the design and development process some structure and discipline. It will help in the early stages with the allocation of land and with estimated budgets.

The exact rooms sizes and square footage should remain a little fluid as the design phase continues.

We have used a rough net to gross multiplier, but this will vary based on the size and shape of each building, and on the number and size of rooms in a building

It remains a document that has to be tested

Based on Navy/Marine dining facility guidelines 6400 s.f should accommodate between 250-350 diners, 3 meals/day 7 days/week

Dining

5098

Lobby/Reception	16 x 25	400
Mess Hall for 100	20 s.f./person (12 per code)	30 x 66 1980
Vending Area	12 x 24	288
Kitchen	30 x 30	900
Chef's Office	8 x 10	80
Dry Storage/Pantry	10 x 20	200
Cold Storage	10 x 10	100
Frozen Storage	10 x 10	100
Women's Restroom	15 x 38	570
Men's Restroom	15 x 32	480

Subtotal

5098

1.25 multiplier for MEP, Circulation and Wall Thickness

1275

Total Dining

6373

Rounded for Summary

6400

Welcome House

1650

Security Officer	6 x 8	48
Open Porch	15 x 30	450
Lobby/Reception	18 x 24	432
Conference/Map Room	16 x 20	320
Office 1	8 x 10	80
Office 2	8 x 10	80
Storage	8 x 10	80
Men's Restroom	8 x 10	80
Women's Restroom	8 x 10	80

Subtotal

1650

1.25 multiplier for MEP, Circulation and Wall Thickness

413

Total Welcome House

2063

Rounded for Summary

2100

Chapel

1940

Lobby		8 x 10	80
Sanctuary	fixed seating for #	22 x 70	1540
Office/Private Room		8 x 10	80
Men's Restroom		8 x 10	80
Women's Restroom		8 x 10	80
General Storage		8 x 10	80

Subtotal

1940

1.20 multiplier for MEP, Circulation and Wall Thickness388

Total Chapel2328

Rounded for Summary2300

Administration

3353

Lobby/Reception		12 x 16	192
Medical Director's Office		12 x 14	168
Facility Director's Office		12 x 14	168
Shared Administrative	for Facility & Medical	12 x 12	144
CFO Office		12 x 14	168
Foundation Office		15 x 20	300
Accounting Office		8 x 10	80
Billing Office		8 x 10	80
Medical Records		15 x 25	375
Security Office		8 x 10	80
Office 1		8 x 10	80
Office 2		8 x 10	80
Office 3		8 x 10	80
Physical Plant Office		8 x 10	80
Board Room		15 x 30	450
Conference Room		15 x 20	300
Copy Room		8 x 10	80
Janitor's Closet		8 x 8	64
Men's Restroom		10 x 12	120
Women's Restroom		10 x 12	120
General Storage		12 x 12	144

Subtotal

3353

1.25 multiplier for MEP, Circulation and Wall Thickness838

Total Administration4191

Rounded for Summary4200

Maintenance

Office	8 x 10	80
Storage	20 x 30	600
Shop	20 x 30	600
Garage @ 50%	24 x 60	720
Unisex Restroom	8 x 10	80

Subtotal

2080

1.25 multiplier for MEP, Circulation and Wall Thickness520

Total Maintenance2600

Rounded for Summary2600

Education Building

Commons

1940

Common	20 x 32	640
Men's Room	15 x 30	450
Women's Room	15 x 38	570
Storage	10 x 12	120
Vending Area/coffee	8 x 20	160

Labs and Classrooms

2472

Computer Lab 1 for 8	35 s.f. /person gross	15 x 20	300
Computer Lab 2 for 8	35 s.f. /person gross	15 x 20	300
Classroom 1 for 10	30 s.f. /person gross	15 x 20	300
Classroom 2 for 10	30 s.f. /person gross	15 x 20	300
Lecture Hall/Theater for 40	stepped floor possible-25s.f/ person gross	25 x 40	1000
A/V and Storage		8 x 10	80

Other

192

Office 1	8 x 10	80
Office 2	8 x 10	80
Storage	4 x 8	32

Subtotal

4604

1.25 multiplier for MEP, Circulation and Wall Thickness1151

Total Education5755

Rounded for Summary5800

Rehabilitation Building

Reception

960

<i>Waiting area will be for veterans and their families. Area calculations should take into account wheelchairs in addition to fixed seating</i>	Waiting Area	room for 25	20 x 32	640
	Conference Room	for 12 people	16 x 20	320
	<i>Porte Cochere for pick-up and drop-off necessary. Should be proximate to the Medical Services for Ambulance pick-up if necessary</i>			

Physical Therapy

3376

Treatment Room 1 (Fishbowl)		25 x 40	1000
Observation/Work Area 1	<i>overlooks the treatment room</i>	8 x 40	320
Consultation Room 1	<i>with sink</i>	8 x 10	80
Consultation Room 1a	<i>with sink</i>	8 x 10	80
Treatment Room 2 (Fishbowl)		25 x 40	1000
Observation/Work Area 2	<i>overlooks the treatment room</i>	8 x 40	320
Consultation Room 2	<i>with sink</i>	8 x 10	80
Consultation Room 2a	<i>with sink</i>	8 x 10	80
PT Director's Office		8 x 12	96
Storage for Canes/Wheelchairs		12 x 12	144
Clean Linen Storage		8 x 10	80
Dirty Linen Storage		8 x 10	80
Mop Room		4 x 4	16

Occupational Therapy

2064

Treatment Room 1	<i>mock up kitchen</i>	20 x 30	600
Observation/Work Area 1	<i>overlooks the treatment room</i>	8 x 30	240
Consultation Room 1	<i>with sink</i>	8 x 10	80
Treatment Room 2	<i>mock up laundry room</i>	20 x 30	600
Observation/Work Area 2	<i>overlooks the treatment room</i>	8 x 30	240
Mock-up bathroom		8 x 10	80
OT Director's Office		8 x 10	80
Storage		12 x 12	144

Speech Therapy

640

Treatment Room 1		8 x 10	80
Treatment Room 2		8 x 10	80
Treatment Room 3		8 x 10	80
Treatment Room 4		8 x 10	80
Audiology Room	<i>not on outside wall</i>	8 x 10	80
ST Director's Office		8 x 12	96
Storage		12 x 12	144

Psychological Services

560

Treatment Room 1	8 x 10	80
Treatment Room 2	8 x 10	80
Treatment Room 3	8 x 10	80
Treatment Room 4	8 x 10	80
PS Director's Office	8 x 12	96
Storage	12 x 12	144

Case Managers

624

Office 1	8 x 10	80
Office 2	8 x 10	80
Office 3	8 x 10	80
Family Conference Room	12 x 20	240
Storage	12 x 12	144

Hyperbaric Treatment

1163

<i>The chamber is a cylindrical tank, 12' diameter x 20' long with an entry on one end. It is partially submerged into the floor to facilitate entry. It must be on an exterior wall for construction staging</i>	Hyperbaric Chamber	25 x 35	875
	Equipment Room	12 x 12	144
	Storage	12 x 12	144

Pool/Aqua Therapy

2760

<i>pool could be in-ground or acrylic above-ground to facilitate assessment of underwater therapies</i>	Pool incl. 6' deck		26 x 36	936
	Observation office	<i>overlooking pool</i>	8 x 12	96
	Wet Towels		4 x 8	32
	Dry Towels		4 x 8	32
	Storage		12 x 12	144
	Men's Locker		15 x 20	300
	Men's shower		8 x 20	160
	Men's Restroom		15 x 20	300
	Women's Locker		15 x 20	300
	Women's shower		8 x 20	160
	Women's Restroom		15 x 20	300

<u>Medical Services</u>	<u>1012</u>	<i>Proximate to Porte cochere for ambulance service</i>	
<i>could have its own separate entrance in addition to access from the rest of the facility</i>	Access Controlled Reception	12 x 15	180
	Receptionist	8 x 10	80
	Copy Room	8 x 10	80
	Exam Room 1	<i>with sink</i> 8 x 10	80
	Exam Room 2	<i>with sink</i> 8 x 10	80
	Exam Room 3	<i>with sink</i> 8 x 10	80
	Restroom unisex	8 x 10	80
	Physician's Office	8 x 12	96
	NP/PA's Office	8 x 12	96
	Supply Closet	<i>with sink</i> 8 x 10	80
	General Storage	8 x 10	80
<u>Recreational Therapy</u>	<u>1284</u>		
	Treatment Room	20 x 35	700
	Observation/Work Area 1	8 x 35	280
	Consultation Room 1	<i>with sink</i> 8 x 10	80
	RT Director's Office	8 x 10	80
	Storage	12 x 12	144
<u>General</u>	<u>1708</u>		
	Men's Restroom	15 x 30	450
	Women's Restroom	15 x 38	570
	Janitor's Closet	8 x 8	64
	Loading Dock	12 x 12	144
	General Storage	12 x 20	240
	Shared back-office for directors	12 x 20	240
<u>Subtotal</u>	16151		
1.25 multiplier for MEP, Circulation and Wall Thickness		4038	
<u>Total Rehabilitation</u>	<u>20189</u>		
<u>Rounded for Summary</u>	<u>20200</u>		

Activity Center

<u>Activity Rooms</u>	<u>10375</u>		
	Basketball Courts	one court 84x50	65 x 95 6175
	Ping Pong/Billiards/Darts		20 x 30 600
	Weight Room		30 x 50 1500
	Yoga Room		30 x 40 1200
	Cardio Room		20 x 30 600
	Equipment storage		10 x 15 150
	Equipment storage 2		10 x 15 150
	<i>jogging track at upper level of gym is desirable</i>		
<u>Other Spaces</u>	<u>2559</u>		
	Lobby/Reception	15 x 20	300
	Men's Locker	15 x 30	450
	Men's shower	8 x 20	160
	Men's Steam Room	10 x 15	150
	Men's Restroom	15 x 24	360
	Women's Locker	15 x 20	300
	Women's shower	8 x 20	160
	Women's Steam Room	10 x 15	150
	Women's Restroom	15 x 15	225
	Storage	4 x 8	32
	Wet Towels	4 x 8	32
	Dry Towels	4 x 8	32
	Storage	12 x 12	144
	Janitor's Closet	8 x 8	64
<u>Subtotal</u>	12934		
1.25 multiplier for MEP, Circulation and Wall Thickness		3234	
<u>Total Activity</u>	<u>16168</u>		
<u>Rounded for Summary</u>	<u>16200</u>		

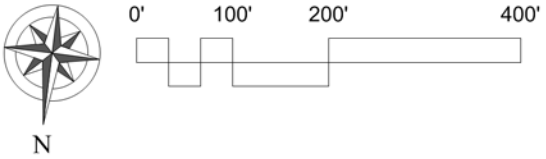
DRAFT

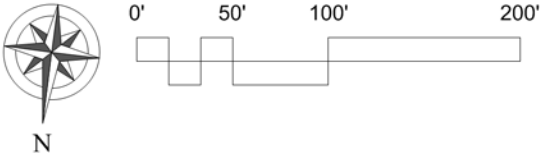


CONCEPTUAL PRICING BINDER
ARCHITECTURE & SITE PLANNING AT MAIN LODGE



The latest site plan has a continuous loop road which was not a part of the site plan back in June. There is a competing site plan with the buildings squared up to each other. We are also considering brining the buildings closer together so that gardens and lawns are not too large. But these variants will have no effect on this pricing exercise.

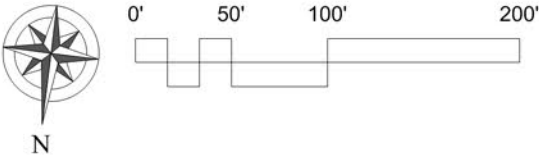






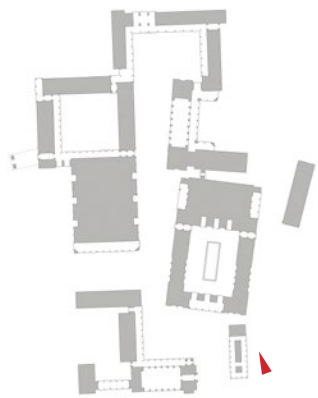
6/29/17 PROGRAM

DINING	6,400 sf
WELCOME HOUSE	2,100 sf
CHAPEL	2,300 sf
ADMINISTRATION	4,200 sf
REHAB BUILDING	20,200 sf
ACTIVITY CENTER	16,200 sf
EDUCATION CENTER	5,800 sf
MAINTENANCE	2,600 sf
EXTERIOR CIRCULATION	14,000 sf
GRAND TOTAL	73,800 sf



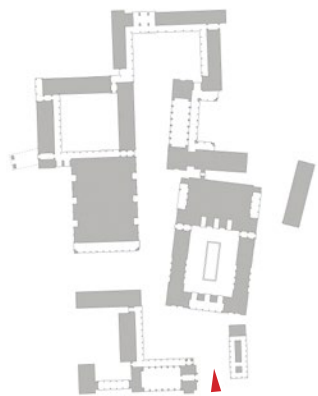


partial overview of the campus from the northwest. immediate foreground buildings are the welcome house, the gym/activity center is just beyond. on the left is the administration wing and beyond (obscured by trees) is the north end of the rehabilitation building.



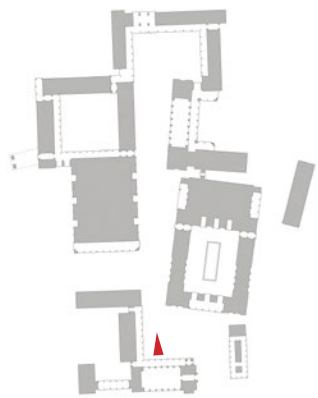


an eye level approach within the entry court with the welcome house on the right, gym/activity center ahead and administration wing on the left.



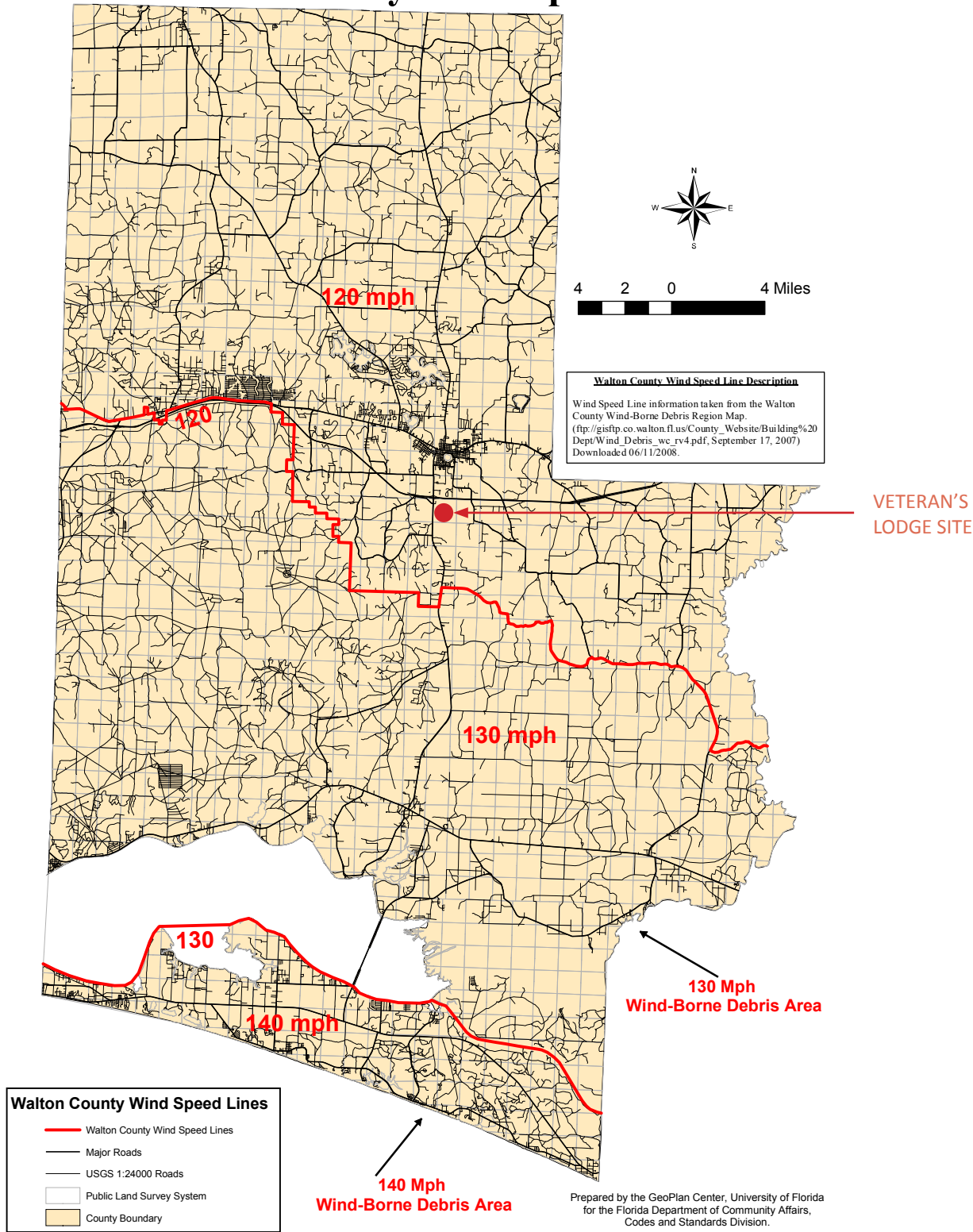


looking south down the center of the campus toward the porch of the education center in the distance.



Division	Material	Notes
Site Work	See latest plan, attached	The June plan did not include the continuous loop road/parking which is shown in this package.
Foundation	Reinforced Concrete and Steel	Short stem wall with spread footing
Exterior Siding/Sheathing	Corrugated Aluminum and Cement Board	For metal siding, please see attached photos for the mechanical building and the gym. Assume Hardiplank board and batten.
Exterior Wall	Structural Wood and Steel Studs	Exterior walls are to be priced in structural wood studs and an alternate of structural metal studs.
Exterior Trim	Azek or Hardiplank	
Exterior Paths, Drives and Parking	See latest plan, attached	
Recreational Pool		28’x 70’ sports pool with white gem coat and one row of 6” x 6” ceramic liner tile. The pool will to be ADA compliant.
Therapy Pool	In Rehabilitation Building	14’ x 24’ x 6’ deep.
HVAC	Air Chilled	Assume an air chilled Mitsubishi City multi system. There will be two mechanical yards. There will be two mechanical yards on the loop road on either side of the site.
Electrical	LED Lights	Assume 3000K LED lights for all interiors.
Trusses	Wood and Metal Trusses	Exposed at Dining Hall and Welcome Center which also have exposed roof monitors. Open parallel chord trusses at the gym building.
Roof Overhangs	Wood, Scabbed-on	Overhanging eaves @ 30” and rake eaves @ 12”, see drawings and photographs.
Doors	Aluminum	Mill finish aluminum doors.
Windows	Aluminum	For the dining hall assume shop front aluminum in mill finish.
Sheetrock	Painted	Level 4 finish throughout.
Interior Studs	Metal	5 inch metal studs by “Prostud” or equal.
Roofing	Painted Aluminum	The roofing system could be painted aluminum standing seam or 5-v crimp.
Flooring	Commercial Carpet & Tile Throughout	Assume 12” x 24” porcelain wall and floor tile throughout by DalTile or equal.
Millwork	Painted Wood and Vinyl	
Cabinets	Painted Wood or Plastic Laminate	Assume painted wood in all areas except medical spaces and rooms which should be plastic laminate.
Appliances	On Allowance	
Building Signage	On Allowance	
Stucco	Painted	Steel trowel finish at exposed stem walls and or foundation walls.
Hardware	Stainless Steel	Assume Emtek lever hardware for all interior and exterior doors. Panic Hardware by Falcon Series.
Special Construction	Hyperbaric Chamber	Chamber will be included in FF&E but the slab will require a pit to accept the chamber which is about 12’ in diameter and 20’ long.

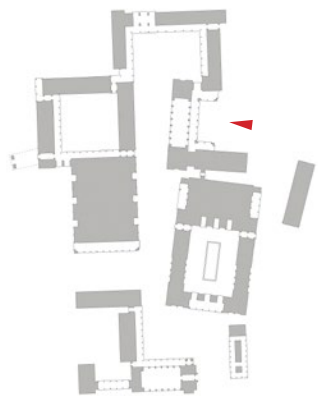
Walton County Wind Speed Lines



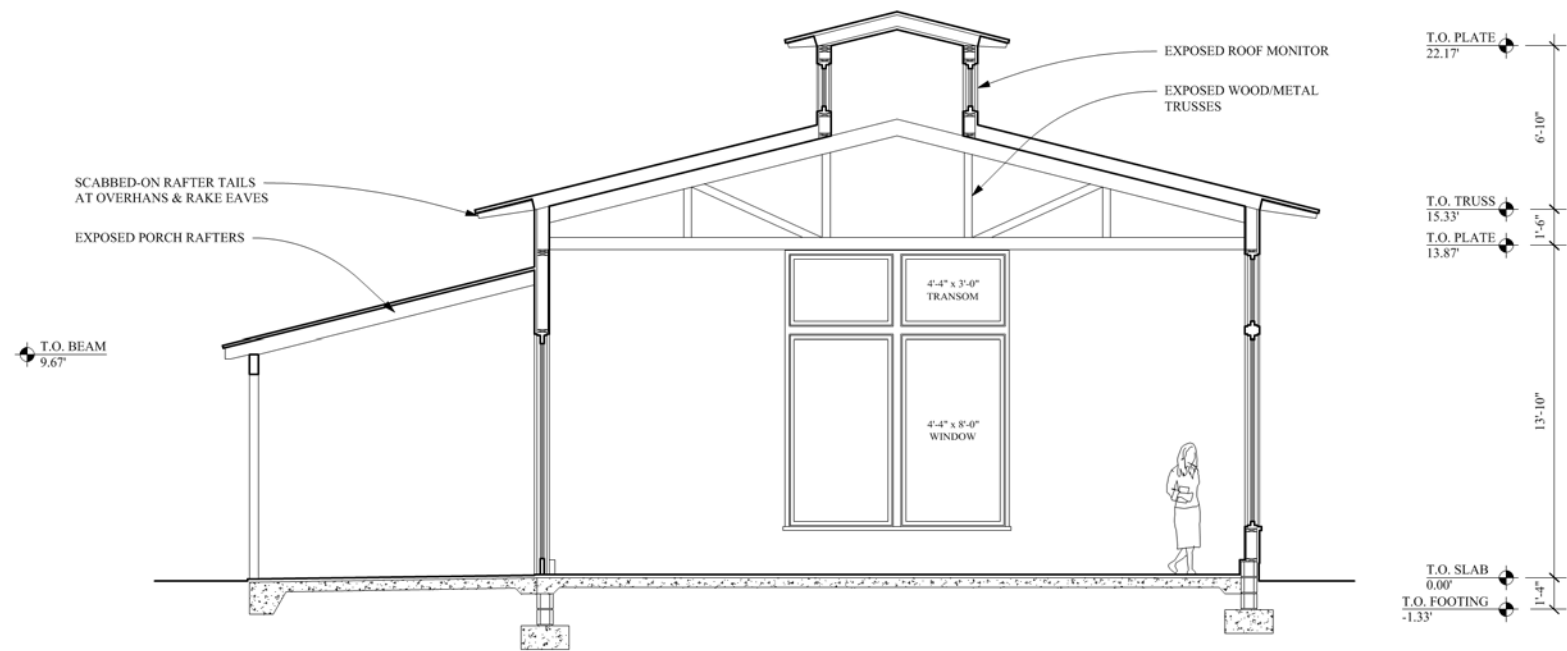
The Veteran's Lodge site is in the 120 MPH wind zone.



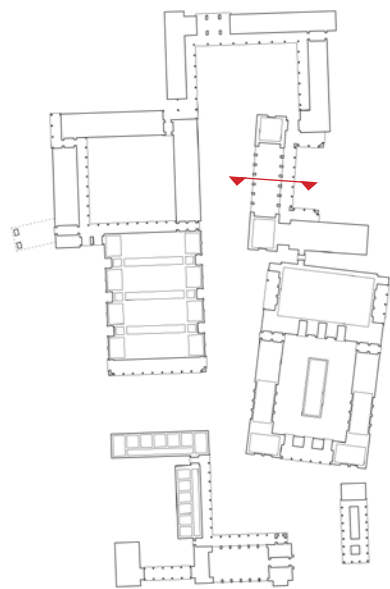
view of the dining hall through the porch from the courtyard on the west side.



DINING HALL AND WELCOME HOUSE	
Dining Hall:	6,400 sf a/c
Welcome House (similar cross section):	2,100 sf a/c
Siding Material: Hardiplank board and batten	

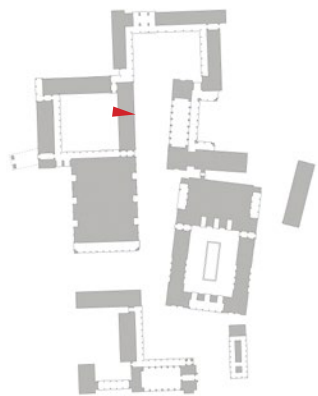


the welcome center will have a similar cross section. it will have the open trusses and the roof monitor but there is no porch and the plate height will be lower by two feet.



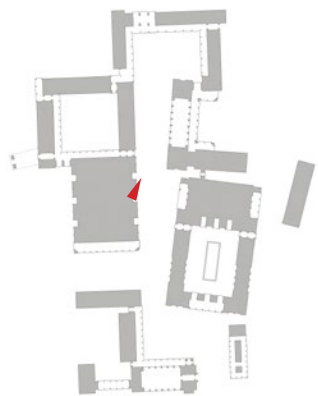


view of the dining hall from the east.



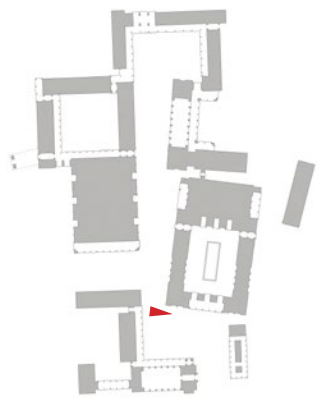


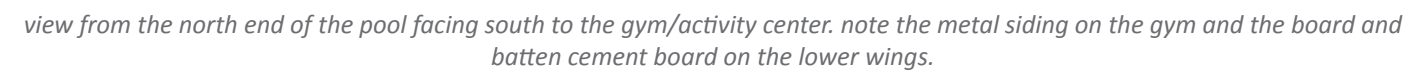
view of the dining hall from the northeast.





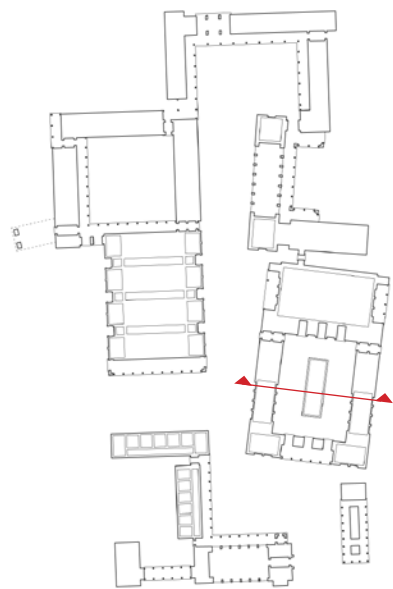
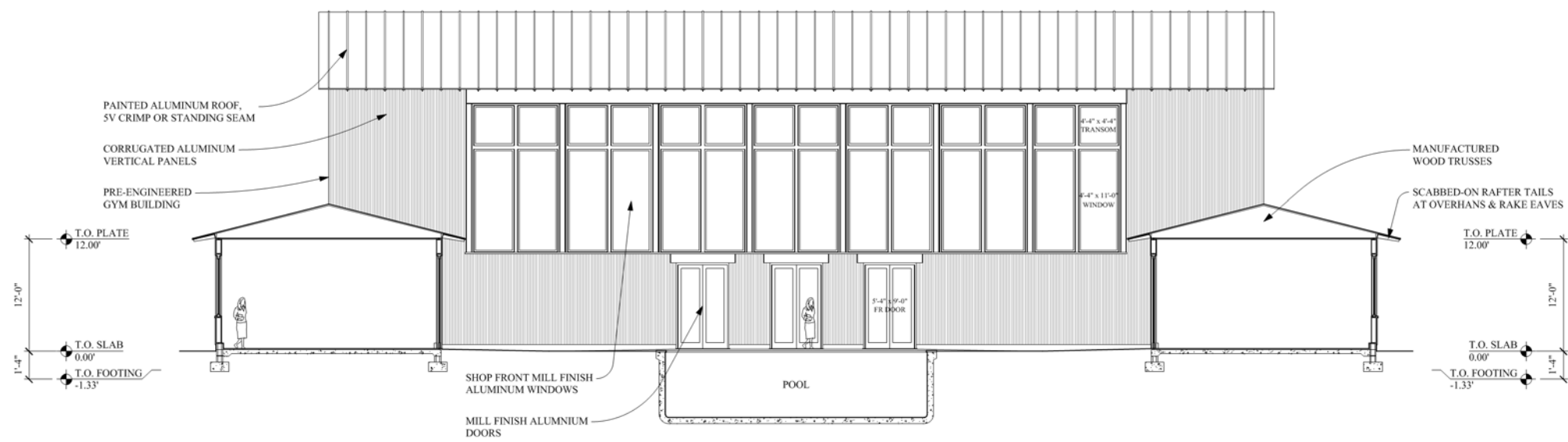
view of the welcome center from within the entry court facing west. the gym/activity center is on the left.

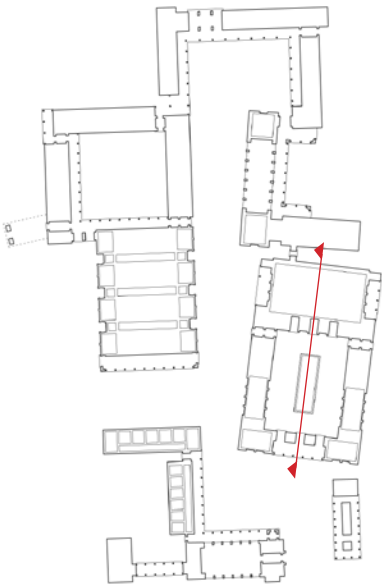
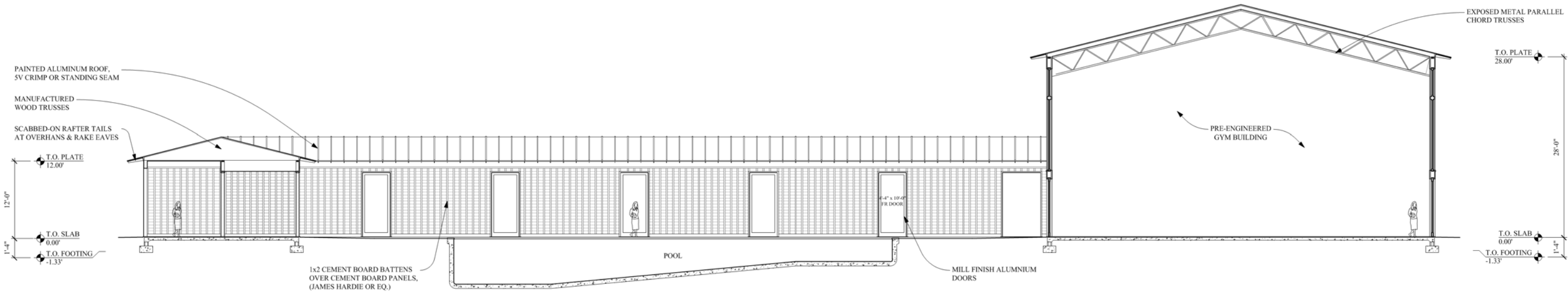




Gym/Activity Center: 16,200 sf a/c

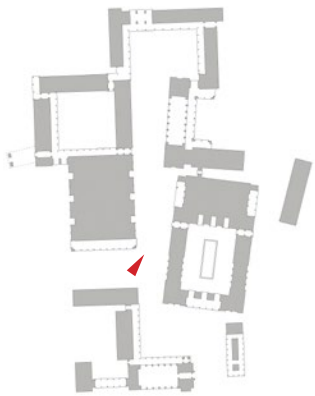
Siding Material: Hardiplank board and batten on wings, corrugated aluminum on the pre-engineered gym building. Maintenance building will have the same metal siding.





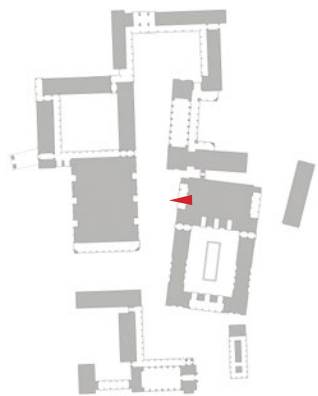


view of the gym/activity center from the northeast. the dining hall is beyond, the corner of the rehabilitation building’s porch is on the left.





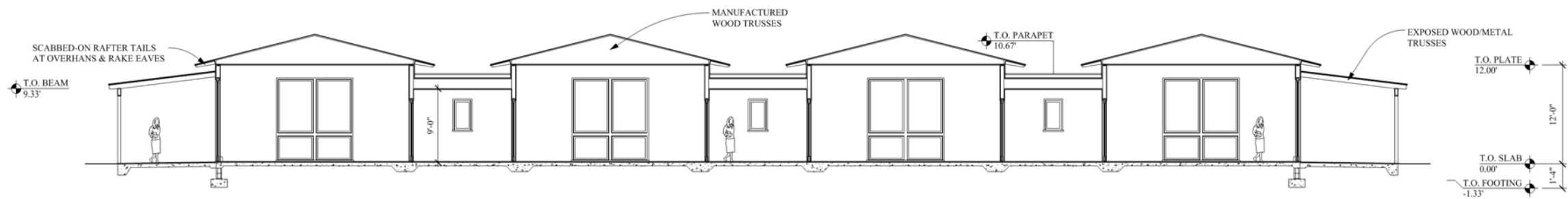
view of the rehabilitation building from the west (gym/activity center removed for this view).



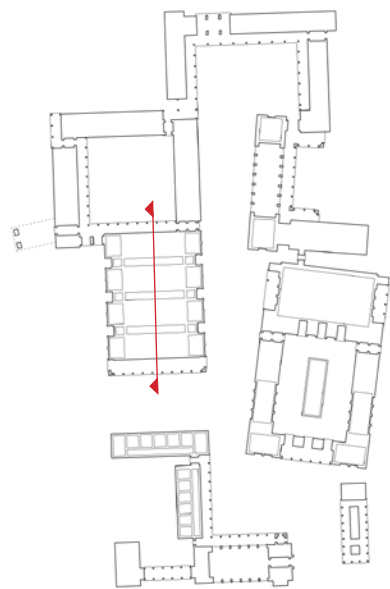
REHABILITATION BUILDING

Rehabilitation Building: 20,200 sf a/c

Siding Material: Hardiplank board and batten

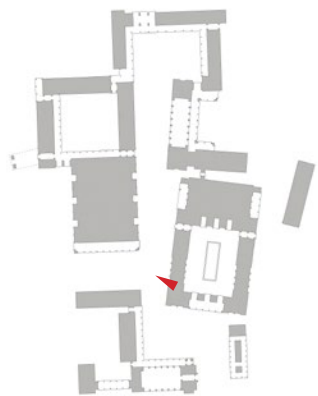


while the footprint of the main building is a simple rectangle, the section is varied.



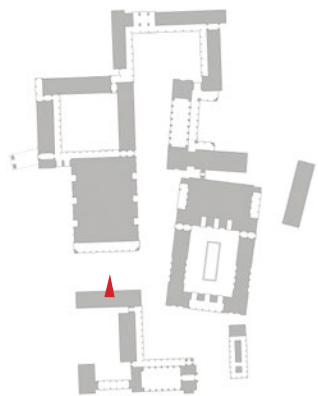


view of rehabilitation building from the central walk of the campus facing southeast.



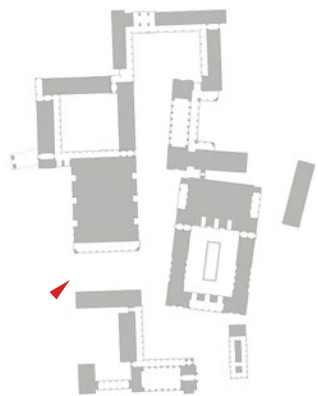


view of the north side of the rehabilitation building from the administration wing.



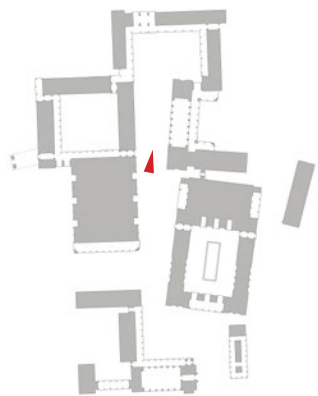


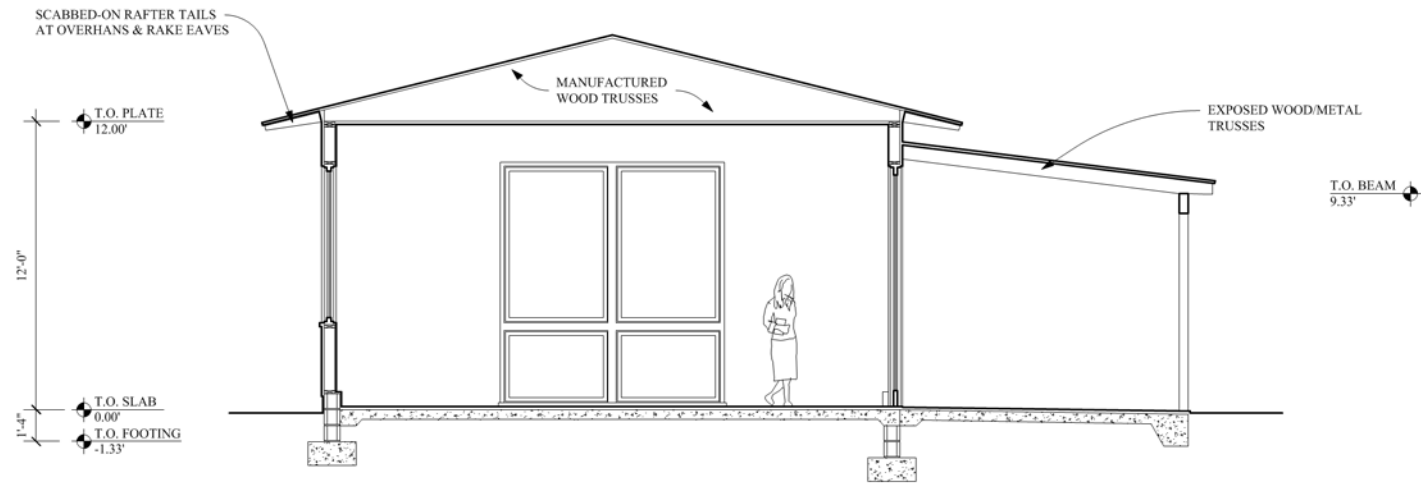
view of the rehabilitation building from the northeast. the administration building is on the right, the gym/activity center rises beyond.



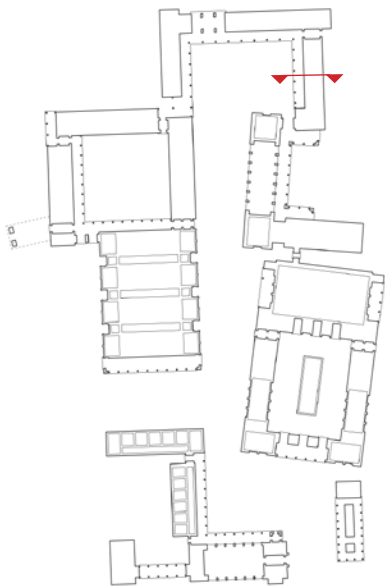


view south from about halfway down the campus's central spine toward the education buildings. the dining room is on the right.





section of typical administration and education buildings



ADMINISTRATION & EDUCATION BUILDINGS

Administration Building:	4,200 sf a/c
Education Center:	5,800 sf a/c
Siding Material: Hardiplank board and batten	



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** In Florida, known as Nelson Mullins Broad and Cassel*

November 12, 2018

Ms. Julie Smith
President
Veterans Holdings
2782 Millstone Plantation
Tallahassee, FL 32312

Dear Julie:

In response to your inquiry regarding a potential New Markets Tax Credit transaction, we can confirm that your location is within an NMTC location. We have expertise in this area and are delighted to be of service to assist with an allocation and a closing of an NMTC project to help subsidize the development of Veterans Lodge.

Very truly yours,

NELSON MULLINS BROAD AND CASSEL

A handwritten signature in black ink, appearing to read 'R. Alligood', written over the printed name.

Randal M. Alligood

RMA:rw

GULF COAST TRIUMPH APPLICATION – ATTACHMENT 20

From: Charlie Morse [mailto:MorseC@walton.k12.fl.us]

Sent: Monday, November 19, 2018 3:33 PM

To: bill@wcedafl.com

Cc: Wyndy Crozier

Subject: Re: Veterans Lodge Triumph Application

Mr. Imfeld,

The original plan was for ECTC to provide Career Technical Education Classes to veteran lodge residents in the area of Automotive, Electricity, Air Conditioning, Refrigeration, and Heating, and Building Construction. I would assume this would still be on the table with Health Science and Cybersecurity CTE as well. We were thinking veteran lodge residents would be taught on lodge property as well as shuttled to ECTC for classes.

Thanks!

Charlie Morse
Safety School Specialist
Walton County School District