

# **BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA**

## **AGENDA**

### **REGULAR MEETING**

**Tuesday, October 29, 2013  
3:00 P.M.**

County Commission Chambers  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, FL

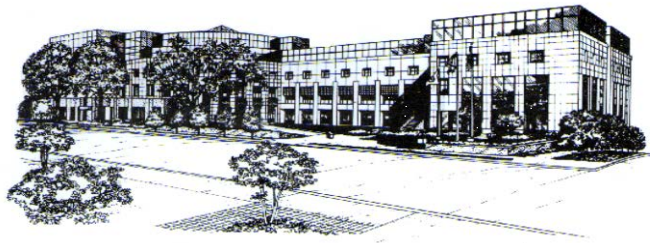
### **COUNTY COMMISSIONERS**

Nick Maddox, Chairman  
At-Large

Bill Proctor  
District 1

Jane Sauls  
District 2

John Dailey  
District 3



Kristin Dozier, Vice Chair  
District 5

Bryan Desloge  
District 4

Mary Ann Lindley  
At-Large

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Selected agenda items are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). Minutes of County Commission meetings are the responsibility of the Clerk of Courts and may be found on the Clerk's Home Page at [www.clerk.leon.fl.us](http://www.clerk.leon.fl.us)

Please be advised that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this meeting or hearing, such person will need a record of these proceedings, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The County does not provide or prepare such record (Sec. 286.0105, F.S.).

In accordance with Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Community & Media Relations, 606-5300, or Facilities Management, 606-5000, by written or oral request at least 48 hours prior to the proceeding. 7-1-1 (TDD and Voice), via Florida Relay Service.

**Board of County Commissioners**  
**Leon County, Florida**  
**Agenda**  
**Regular Public Meeting**  
**Tuesday, October 29, 2013, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Commissioner John Dailey

**AWARDS AND PRESENTATIONS**

- Presentation on the 2013 National Entrepreneur Month in November  
(Sue Dick, President/CEO of the Economic Development Council)
- Presentation on the Leon County's Support of the Tallahassee-Leon County Commission on the Status of Women and Girls' Women and the Workplace Summit  
(Haley Cutler, Executive Director, Oasis Center for Women and Girls)

**CONSENT**

1. Acceptance of Minutes: September 10, 2013 Workshop to Consider Bond Community Health Center, Inc. FY 2014 Primary Healthcare Funding; September 10, 2013 Regular Meeting, and September 17, 2013 Public Hearings  
(Clerk of the Court/Finance)
2. Approval of Direction Regarding Convening Citizens to Help Address Issues of Public Interest and Opportunities for Improvement  
(County Administrator/County Administration)
3. Request to Schedule a Workshop to Develop Solutions to Promote Sustainable Growth Inside the Lake Protection Zone for Tuesday, November 19, 2013 at 1:00 – 2:30 p.m.  
(County Administrator/County Administration/PLACE)
4. Approval of Payment of Bills and Vouchers Submitted for October 29, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 30 through November 18, 2013  
(County Administrator/Financial Stewardship/Office of Management & Budget)
5. Authorization to Carry Forward FY 2013 Appropriations  
(County Administrator/Financial Stewardship/Office of Management & Budget)
6. Adoption of a Proposed Resolution Related to the Provision and Funding of Fire Rescue Services  
(County Administrator/Financial Stewardship/Office of Management & Budget)
7. Adoption of Revised Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy"  
(County Administrator/Financial Stewardship/Purchasing)



8. Ratification of Annual Performance Reviews of County Administrator in Accordance with Board Policy No. 11-6, "Board Policy No 11-6, Titled "County Administrator Evaluation and Annual Reporting Process"  
(County Administrator/Human Resources)
9. Approval to Budget and Realign Four Consolidated Dispatch Agency Emergency Medical Dispatch Positions to Leon County Emergency Medical Services  
(County Administrator/Public Services/Emergency Medical Services)
10. Approval of Memorandum of Agreement with the City of Tallahassee Regarding the Transfer of Property at the Roberts and Stevens Medical Center and Adoption of Resolution Authorizing Conveyance of a Portion of a County Parcel to the City of Tallahassee  
(County Administrator/Public Works & Community Development/Public Works/Engineering Services)
11. Approval of a Proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities, Including the Lake Jackson Community Center, Bradfordville Community Center, and the Amtrak Community Room  
(County Administrator/Public Works & Community Development/Public Works/Parks & Recreation)
12. Adoption of Proposed Resolutions for Acquisition of Property by Eminent Domain for North Monroe Street Northbound Through/Turn Lane Project  
(County Attorney)
13. Request to Schedule First and Only Public Hearing to Adopt an Ordinance to Relevy the Existing Six Cent Local Option Fuel Tax for Tuesday, December 10, 2013 at 6:00 p.m.  
(County Attorney)

Status Reports: *(These items are included under Consent.)*

14. Acceptance of Status Report Regarding Firearm Regulations and Gun Shows  
(County Attorney)

**CONSENT ITEMS PULLED FOR DISCUSSION**

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

3-minute limit per speaker; there will not be any discussion by the Commission

**GENERAL BUSINESS**

15. Approval of the Leon County Board of County Commissioners' 2013 Reorganization Ceremony Agenda and Adoption of Revised Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners"  
(County Administrator/County Administration)
16. Consideration of a Public/Private Partnership with Domi Education to Operate the Urban Incubator  
(County Administrator/Economic Development & Business Partnerships)
17. Acceptance of a Status Report on the Transition of the Community Human Services Partnership Application Process to an Online Application System  
(County Administrator/Human Services & Community Partnerships/Community Human Services Partnership)

**SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

18. First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV, Entitled "Refueling Assistance for Persons with Disabilities"  
(County Attorney)

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

None.

**ADJOURN**

*The next Regular Board of County Commissioners Meeting and  
Reorganization of the Board is scheduled for  
**Tuesday, November 19, 2013 at 300 p.m.***

**All lobbyists appearing before the Board must pay a \$25 annual registration fee. For registration forms and/or additional information, please see the Board Secretary or visit the County website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov)**

## 2013

### JANUARY

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### NOVEMBER

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### DECEMBER

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## PUBLIC NOTICE

### 2013 Tentative Schedule

**All Workshops, Meetings, and Public Hearings are subject to change**

All sessions are held in the Commission Chambers, 5<sup>th</sup> Floor, Leon County Courthouse unless otherwise indicated. Workshops are scheduled as needed on Tuesdays from 12:00 to 3:00 p.m.

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>October 2013</b>	Tuesday 29	1:00 – 3:00 p.m.	Workshop on the Consideration of Future Uses for the One-Cent of Tourist Development Tax Currently Dedicated to a Downtown Performing Arts Center(s)
		3:00 p.m.	Regular Meeting
		6:00 p.m.	First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV, Entitled “Refueling Assistance for Persons with Disabilities”
<b>November 2013</b>	<b>Monday 11</b>	<b>Offices Closed</b>	<b>VETERAN’S DAY OBSERVED</b>
	<i>Tuesday 12 – Thursday 14</i>	<i>County Commissioner Workshops</i>	<i>Hilton, Daytona Beach Volusia County</i>
	<i>Wednesday 13 – Friday 15</i>	<i>FAC Legislative Conference</i>	<i>Hilton, Daytona Beach Volusia County</i>
	<b><u>Tuesday 19</u></b>	<b><u>1:00 – 2:30 p.m.</u></b>	<b><u>Workshop to Develop Solutions to Promote Sustainable Growth Inside Lake Protection Zone</u></b>
		3:00 p.m.	Reorganization of the Board Regular Meeting
	Monday 25	11:00 a.m.	CRA Meeting; City Commission Chambers
		1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<b>Thursday 28</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 29</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
<b>December 2013</b>	Monday 9	9:00 a.m. – 4:00 p.m.	Board Retreat
	<b><u>Tuesday 10</u></b>	1:30 – 3:00 p.m.	Workshop on 2014 State and Federal Legislative Priorities
		3:00 p.m.	Regular Meeting
		<b><u>6:00 p.m.</u></b>	<b><u>First and Only Public Hearing to Adopt an Ordinance to Relev the Existing Six Cent Local Option Fuel Tax</u></b>
	Wednesday 11	2:30 p.m.	CRA Meeting; City Commission Chambers
	Tuesday 24	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Wednesday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<b>January 2014</b>	<b>Wednesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR’S DAY</b>

## **Citizen Committees, Boards, and Authorities 2013 Expirations and Vacancies**

[www.leoncountyfl.gov/committees/expire.asp](http://www.leoncountyfl.gov/committees/expire.asp)

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### **VACANCIES**

#### **Affordable Housing Advisory Committee**

Board of County Commissioners (4 appointments)

A member who represents employers within the jurisdiction.

A member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

A member who represents essential services personnel, as defined in the local housing assistance plan

### **EXPIRATIONS**

#### **Adjustment and Appeals Board**

Tallahassee City Commission (1 appointment)

#### **Architectural Review Board**

Tallahassee City Commission (2 appointments)

#### **Canopy Roads Citizens Committee**

Tallahassee City Commission (1 appointment)

#### **Enterprise Zone Agency Development (EZDA) Board of Commissioners**

Tallahassee City Commission (1 appointment)

#### **Science Advisory Committee**

Tallahassee City Commission (1 appointment)

### **JUNE 30, 2013**

#### **Adjustment and Appeals Board**

Tallahassee City Commission (2 appointments)

### **AUGUST 31, 2013**

#### **Canopy Roads Citizens Committee**

Tallahassee City Commission (1 appointment)

### **SEPTEMBER 30, 2013**

#### **Council on Culture & Arts**

Board of County Commissioners (1 appointment)

#### **Research and Development Authority at Innovation Park**

Florida A & M (1 appointment)

Tallahassee Community College (1 appointment)

### **OCTOBER 31, 2013**

#### **Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointments)

#### **Tourist Development Council**

Board of County Commissioners (1 appointment)

**DECEMBER 31, 2013**

**Human Services Grants Review Committee**

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)  
Commissioner - At-large II: Maddox, Nick (1 appointment)  
Commissioner - District I: Proctor, Bill (1 appointment)  
Commissioner - District II: Sauls, Jane G. (1 appointment)  
Commissioner - District III: Dailey, John (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)  
Commissioner - District V: Dozier, Kristin (1 appointment)

**Library Advisory Board**

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)  
Commissioner - District II: Sauls, Jane G. (1 appointment)  
Commissioner - District III: Dailey, John (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)

**Tallahassee/Leon County Cultural Plan Review Committee**

Board of County Commissioners (4 appointments)  
Capital City Chamber of Commerce (1 appointment)  
Economic Development Council (1 appointment)  
Greater Tallahassee Chamber of Commerce (1 appointment)  
KCCI (1 appointment)  
Leadership Tallahassee (1 appointment)  
Tallahassee City Commission (4 appointments)

**JANUARY 31, 2014**

**Leon County Sales Tax Committee**

Blueprint Citizens Advisory Committee (1 appointment)  
Capital City Chamber of Commerce (1 appointment)  
Commissioner - At-large I: Lindley, Mary Ann (1 appointment)  
Commissioner - At-large II: Maddox, Nick (1 appointment)  
Commissioner - District I: Proctor, Bill (1 appointment)  
Commissioner - District II: Sauls, Jane G. (1 appointment)  
Commissioner - District III: Dailey, John (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)  
Commissioner - District V: Dozier, Kristin (1 appointment)  
EECC (1 appointment)  
Greater Tallahassee Chamber of Commerce (1 appointment)  
Tallahassee City Commission (6 appointments)

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #1

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Minutes: September 10, 2013 Workshop to Consider Bond Community Health Center, Inc. FY 2014 Primary Healthcare Funding; September 10, 2013 Regular Meeting and September 17, 2013 Public Hearings

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Betsy Coxen, Finance Director, Clerk of the Court
<b>Lead Staff/ Project Team:</b>	Rebecca Vause, Board Secretary

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

Option #1: Approve the Minutes of the September 10, 2013 Workshop to Consider Bond Community Health Center, Inc. FY 2014 Primary Healthcare Funding; September 10, 2013 Regular Meeting, and September 17, 2013 Public Hearings.

### **Attachments:**

1. September 10, 2013 Workshop to Consider Bond Community Health Center, Inc. FY 2014 Primary Healthcare Funding
2. September 10, 2013 Regular Meeting
3. September 17, 2013 Public Hearings



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
Consideration of Bond Community Health Center, Inc.  
FY 2014 Funding**

The Leon County Board of County Commissioners met for a Workshop to consider Bond Community Health Center, Inc. FY 2014 Primary Healthcare Funding on Tuesday, September 10, 2013 at 1:00 p.m.

Present were Chairman Nick Maddox, Vice Chairman Kristen Dozier and Commissioners Mary Ann Lindley, Jane Sauls, Bryan Desloge, John Dailey and Bill Proctor. Also present were County Attorney Herb Thiele and Board Secretary Rebecca Vause.

Chairman Maddox called the workshop to order at 1:02 p.m.

Facilitator(s): Vincent Long, County Administrator  
Alan Rosenzweig, Deputy County Administrator  
Candice M. Wilson, Director, Office of Human Services and Community Partnerships  
Eryn Calabro, Financial Compliance Administrator

County Administrator Long provided introduction to the workshop, indicating that the Board had requested additional information on this issue at the July budget workshop. He recalled that the Board had, at that time, suspended Bond's FY 2013/14 funding in the amount of \$805,140 due to concerns regarding Bond's ability to retain federal funding. Mr. Long added that staff has been working closely with the Health Resources Services Administration (HRSA) and Bond to gather and analyze the information requested. He expressed appreciation to Bond staff for their cooperation throughout the review and stated that representatives were in attendance to provide a brief presentation. He noted that additional information had been distributed from Neighborhood Medical Center in support of Bond.

The workshop was turned over to Mr. Rosenzweig, who presented staff's formal presentation. Mr. Rosenzweig began the presentation with an overview of what the County does in regard to the Primary Healthcare Program, then staff provided an overview of the CareNet program, results of a Federally Qualified Health Center (FQHC) Comparison Survey; Bond's FQHC status; Overview of the Affordable Care Act; efforts moving forward, and concluded with recommendations.

Upon the conclusion of staff's presentation, Antonio Jefferson, Chairman of Bond's Board of Directors, shared a video that provided an overview of who Bond is and what they do. He added that Bond is a federally qualified health center that provides comprehensive, culturally competent, quality primary health care services to Leon County and surrounding areas since 1984. He then provided additional information on services that are offered, ways to access that care, patient makeup and demographics, impact of the County's funding and the impact of the loss of support from the County. Mr. Jefferson mentioned that Bond has received \$138,000 in federal funds for outreach and enrollment of residents into the Affordable Care Act.

**Board Discussion:**

Chairman Maddox thanked staff for their diligent work on this issue. He mentioned that he would, at some time, like to have discussions about contracting with Mercer to ascertain the impact of the Affordable Care Act on the uninsured and underinsured in Leon County. Chairman Maddox also indicated that he was pleased to hear of the improved relationship between Bond and Neighborhood Medical Center (NMC).

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve funding for Bond Community Health Center, \$805,140 (Primary Care \$332,052; Women and Children's \$245,588; Pharmacy \$177,500; Mental Health \$50,000, and 2) Approve the Letter of Agreement between Leon County and Bond Community Health Center; Approve the Agency for Healthcare Administration Letters of Agreement for matching funds for Bond Community Health Center*

*Low Income Pool awards; and, authorize the County Administrator to execute agreements with modifications in a form approved by the County Attorney.*

Commissioner Desloge appreciated the changes at Bond and was comfortable moving forward. He stated that while he was encouraged by the improved relationship between Bond and NMC, a large part of his ongoing support was dependent on the positive relationship continuing. He opined that Bond and NMC play a critical role in the delivery of health care services to the community and wanted to ensure that the funds allocated by the County are used as effectively and efficiently as possible.

Commissioner Dailey acknowledged the efforts of Bond's new Board of Directors and Mr. Jefferson's leadership. However, he continued to be hesitant to provide funding until there is evidence and proven results of progress and suggested a review at the end of the calendar year or half way through FY 2014. He stated that he would be unable to support he motion on the table.

Commissioner Sauls deemed that Bond had done everything the County has asked them to do and she was encouraged by the new collaborative efforts by NMC and Bond. She will support the motion.

Commissioner Dozier commented that she was interested in pursuing the Mercer study. She echoed previous comments of appreciation to staff and Bond and she too was very encouraged about the new relationship between Bond and NMC. She reaffirmed with staff that the newly implemented electronic database (Client Management system), would help significantly reduce the eligibility errors surrounding monthly billings. Commissioner Dozier also was pleased about the proposed monthly meetings led by County staff to help ensure a consistent forum for addressing issues and ensuring that collaboration is maximized. She encouraged Bond to reach out to all community partners.

Commissioner Lindley thanked Commissioner Proctor for initiating this discussion. She remarked that she preferred to hold off on the Mercer Study until there is a better sense of how the Affordable Care Act works out.

Chairman Maddox acknowledged the comments by Commissioner Lindley and requested that staff bring back an agenda item to consider contracting with Mercer at a time it deemed appropriate.

Commissioner Proctor reiterated his support for Bond throughout the years. He referenced the letter of support for Bond provided by NMC and hoped that the spirit of cooperation would continue. A number of comments were offered by Commissioner Proctor, which included: a desire for an accounting of County dollars; disappointment that no one from Bond attended a Community Summit on the "Future of Bond" held by Commissioner Proctor; the need for the physicians of Bond to be insured; the hiring of a CEO in the not so distant future and that consideration be given for a local candidate, and the need for funding for a dental program.

*The motion carried 6-1 (Commissioner Dailey in opposition).*

**Adjourn:**

There being no further business to come before the Board, the workshop was adjourned at 2:08 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
September 10, 2013**

The Board of County Commissioners of Leon County, Florida, met in regular session at 3:00 p.m. with Chairman Nick Maddox presiding. Present were Commissioners Kristin Dozier, Bill Proctor, Mary Ann Lindley, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

Chairman Maddox called the meeting to order at 3:00 p.m.

At the invitation of Vice-Chairman Kristin Dozier, Rabbi Jack Romberg, Temple Israel, provided the invocation. Vice-Chairman Dozier then led the Pledge of Allegiance.

**Awards and Presentations**

- Commissioner Bryan Desloge (President of the Florida Association of Counties) made presentation of the Florida Association of Counties Presidential Scholarship Grant to Theresa Tram Dinh, in the amount of \$1,500. Ms. Dinh is a Rickards High School International Baccalaureate student.
- Ed Sweeney, Account Manager, Dell Software on behalf of the Center for Digital Government presented the Digital Counties Award to the County's MIS Department. Ms. Pat Curtis, MIS Director, accepted the award on behalf of the County.
- County Administrator Vince Long presented the National Association of Counties' Achievement Award for 2013 for the County's Citizen Engagement Series, the top award in the country in that category. Additionally, 3CMA presented Leon County an Award of Excellence for third best in the country for the creative and innovative design of the new "Live Well Leon" logo. Jon Brown, Community & Media Relations Director, and Shington Lamy, Assistant to the County Administrator accepted the awards.
- Chairman Nick Maddox and County Administrator Long presented a Proclamation recognizing Pat Cutis, MIS Director, for being named as one of the 2013 Top 100 CIO's according to CIO Magazine.

**Consent:**

*Commissioner Sauls moved, duly seconded by Commissioner Desloge to approve the Consent Agenda. The motion carried 7-0.*

1. **Approval of Minutes: June 18, 2013 Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes; June 18, 2013 Regular Meeting; July 8, 2013 Workshop on the FY 13/14 Budget; and the July 9, 2013 Regular Meeting.**

*The Board approved Option 1: Approve the minutes of the June 18, 2013 Workshop on the Effects of Tired Creek Dam and Stormwater Holding Ponds on the County's Lakes; June 18, 2013 Regular Meeting; July 8, 2013 Workshop on the FY 13/14 Budget; and the July 9, 2013 Regular Meeting.*

2. **Adoption of Proposed Revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy"**

*The Board approved Option 1: Adopt the proposed Revised Policy No. 12-5, "Proclamations and Resolutions – Ceremonial Recognition Policy".*

**3. Ratification of Commissioner Appointments to the Housing Finance Authority and the Human Services Grant Review Committee**

*The Board approved Options 1, 2, 3, 4, and 5: 1) Ratify Commissioner Maddox's reappointment of Jeffrey Sharkey to the Housing Finance Authority; 2) Ratify Commissioner Proctor's reappointment of Gail Milon to the Housing Finance Authority; 3) Ratify Commissioner Dailey's appointment of Andrew Gay to the Housing Finance Authority; 4) Ratify Commissioner Desloge's appointment of Aviram "Avi" Assidon to the Human Services Grant Review Committee, and 5) Waive the conflict of interest for Minority Women Small Business Enterprise Advisory Committee members Christi Hale, Michelle Wyrick, and Frank Williams.*

**4. Adoption of Resolution in Support of Commissioner Bryan Desloge's Candidacy for Second Vice-President of National Association of Counties Board and Authority for Staff Support**

*This item was not pulled from the Consent Agenda; however, Commissioners Dailey and Proctor expressed their support for Commissioner Desloge's candidacy and offered any assistance they can provide in this endeavor.*

*Commissioner Desloge thanked the Board for its support and stated that he looks forward to the challenge ahead.*

*The Board approved Options 1, 2, & 3: 1) Adopt Resolution 13-43 supporting Commissioner Bryan Desloge's candidacy for Second Vice-President of the National Association of Counties; 2) Approve all travel by Commissioner Bryan Desloge in association with his candidacy for Second Vice-President of the National Association of Counties, and 3) Approve the Budget Amendment Request for staff travel to the 2014 National Association of Counties' Legislative and Annual Conferences.*

**5. Approval of Payment of Bills and Voucher Submitted for September 10, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 11, 2013 through September 23, 2013**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 10, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of September 11, 2013 through September 23, 2013.*

**6. Approval to Certify the Tax Collector's Recapitulation of the Property Tax Roll for 2012**

*The Board approved Option 1: Approve certification of the Recapitulation of the Property Tax Roll for 2012, which entitles the Tax Collector to credit the tax assessment roll accordingly.*

**7. Approval of Sheriff's Request for Utilization of Law Enforcement Trust Fund Assets in the Amount of \$27,000**

*The Board approved Option 1: Approve the transfer of \$27,000 from the Law Enforcement Trust Fund to the Sheriff's Office General Operating budget for crime prevention and school resource deputy programs.*

**8. Approval of Realignment of the Sheriff's FY 2013 Law Enforcement Budget**

*The Board approved Option 1: Approve the realignment of \$999,252 from the Sheriff's FY 2013 Law Enforcement personnel services budget to the operating and capital outlay budgets.*

**9. Approval to Allocate Funds for Fiscal Year 2012/13 to the Leon County Schools Pursuant to the Leon County Expanded Driver's Education Program**

*The Board approved Options 1 & 2: 1) Approve the allocation of 100% of fiscal year 2012/13 Dori Slosberg funds to Leon County Schools for the 2013/14 school year's Expanded Driver's Education Program, and 2) Authorize the County Administrator to execute the Agreement with the Leon County Schools for the 2013/14 school year's Expanded Drivers' Education Program.*

**10. Acceptance of a 2013 Florida Department of Health, Bureau of Emergency Medical Services Entitlement Grant in the Amount of \$16,000**

*The Board approved Options 1 & 2: 1) Accept the 2013 Florida Department of Health, Bureau of Emergency Medical Services matching grant in the amount of \$16,000, and authorize the County Administrator to execute all documents related to the grant, and 2) Approve the Resolution and associated Budget Amendment Request.*

**11. Acceptance of a 2013 Florida Department of Health, Bureau of Emergency Medical Services Entitlement Grant in the Amount of \$48,728**

*The Board approved Options 1 & 2: 1) Accept the Florida Department of Health, Bureau of Emergency Medical Services entitlement grant in the amount of \$48,728, and authorize the County Administrator to execute all documents related to the grant, and 2) Approve the Resolution in support of the grant..*

**12. Approval of Division of Libraries FY 14-16 Long-Range Plan for Library Service, and Approval of the FY14 Annual Plan for Library Service, as Required in Support of the Annual State of Florida Library Grant**

*The Board approved Option 1: Approve the Library's Long-Range Plan for Library Service, FY 14-16, and the Annual Plan for Library Service, FY 14.*

**13. Acceptance of Conservation Easement for Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank**

*The Board approved Option 1: Approve and accept for recording a Conservation Easement from Talquin Water and Wastewater, Inc. for the Leon East Elevated Water Tank Project.*

**14. Acceptance of a Conservation Easement from Guy Thomas for the One into Two Subdivision**

*The Board approved Option 1: Approve and accept for recording a Conservation Easement from Guy Thomas for the One into Two Subdivision.*

**15. Acceptance of Maintenance Agreement and Surety Device for the Sagebrook Mill Subdivision**



*The Board approved Option 1: Accept the Maintenance Agreement and Maintenance Bond for Sagebrook Mill Subdivision.*

**16. Approval of the Contract for Hardest Hit Fund Advisor Services with Florida Housing Finance Corporation for the Hardest Hit Fund Principal Reduction Program**

*The Board approved Options 1 & 2: 1) Approve the Contract to provide advisor services for a new Principal Reduction Program through the Florida Hardest Hit Fund Program, and authorize the County Administrator to execute the Contract and all future amendments to the Contract, and 2) Approve the Resolution and associated Budget Amendment Request to establish budget authority for the Florida Hardest Hit Principal Reduction Program.*

**17. Acceptance of a Status Report Providing Fiscal Analysis of the Waiver of all Department of Development Support and Environmental Management Building and Associated Permit Fees for Honorable Discharged Veterans with a 100% Military Service-Connected Disability**

*The Board approved Option 1: Accept the status report providing fiscal analysis of the waiver of all Department of Development Support and Environmental Management building and associated permit fees for honorably discharged veterans with a 100% service connected disability.*

**Citizens to be Heard on Non-Agendaed Items** (3-minute limit per speaker; there will not be any discussion by the Commission)

- Curtis Baynes, 1323 E. Tennessee St., suggested that the County increase growth management fees to help reduce the general funds subsidy.

**General Business**

**18. Acceptance of the Status Report on Trailhassee.com**

County Administrator Long introduced the item. He recalled the Board's decision to further enhance the local trails system and market it as a real destination for visitors. Additionally, the item responds to one of the Board's Strategic Initiatives to "Expand, connect and promote "Trailhassee" and the new regional trail system."

Lee Daniel, Tourism Director, demonstrated the Trailhassee.com test website. He shared that a workgroup was formed and consisted of representatives from multiple County departments, the City, School Board and many other external stakeholders. The finished technical project represented a partnership between the Tallahassee-Leon County GIS, Zimmerman Agency, and County MIS. He emphasized that the site was designed as a mobile site first, but also usable on a laptop or tablet. Mr. Daniel announced that an extensive advertising/social media campaign is planned and the site would be launched at the annual Tourism Marketing Plan rollout to be held at Bass Pro Shop on September 26<sup>th</sup> at 6:00 p.m.

Commissioner Desloge commented that the Trailhassee.com site will provide a lot of information for both regular and non-regular trail users and offers many opportunities for participating in outdoor activities.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1: Accept the status report on Trailhassee.com. The motion carried 7-0.*

**19. Adoption of Proposed New Policy, “Domestic Violence, Sexual Violence and Stalking in the Workplace”, and Adoption of Revisions to Leon County Personnel Policies and Procedures, Section II, “Employee Conduct”, Policy No. 01-01, “E-Mail/Internet Use”, and Policy No. 03-12, “Violence Prevention and Intervention”**

County Administrator Long introduced the item. He stated that the proposed policy underscores the work of the Commission on the Status of Women and Girls and Chairperson Robin Thompson.

Speaker:

- Meg Baldwin, 603 Beard Street, Executive Director of Refuge House, relayed their support for the proposed policy and was proud to be part of the efforts to implement the policy.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Options 1, 2, 3, & 4: 1) Adopt proposed new policy, “Domestic Violence, Sexual Violence and Stalking in the Workplace”; 2) Adopt revisions to Leon County Personnel Policies and Procedures, Section II, “Employee Conduct” to add new Section 2.09.5 “Use of Telephones, E-mail and Internet by employees Who are Victims of Domestic Violence” and to revise retitled Section 2.16, “Self Reporting of Arrests/Investigations, and Injunctions of Protection”; 3) Adopt revisions to Policy No. 01-01, “E-Mail/Internet Use”, and 4) Adopt revisions to Policy No. 03-12, “Violence Prevention and Intervention”.*

Commissioner Dozier conveyed that the Women’s Summit would be held on October 17<sup>th</sup> and one of the topics to be discussed would be “women in the workplace”.

The motion carried 7-0.

**20. Consideration of the Lease Agreement with Capital Region Young Men’s Christian Association, (YMCA) Inc. at Lake Jackson Town Center at Huntington for Non-payment of Rent**

County Administrator Long introduced the item. He shared that the YMCA has accrued an outstanding debt payment of \$60,000; however, given the long standing partnership with the YMCA, staff recommended forgiving the past due obligation in exchange that the lease be converted to a month-to-month basis and the space be marketed for a future tenant.

Speaker:

- Curtis Baynes, 1323 E. Tennessee, voiced his reluctance to forgive the debt and added that the YMCA is obligated to pay the money owed to the County.

*Commissioner Dailey moved, duly seconded by Commissioner Dozier, approval of Option 1: Authorize the Lease Agreement with the Capital Region Young Men’s Christian Association, Inc. at Lake Jackson Town Center at Huntington be converted to a month-to-month lease; authorize the marketing of the space during this time; and, authorize that, in exchange for the month-to-month and voluntarily surrendering possession of the premises, any past due rental payments will be forgiven. The motion carried 7-0.*

**21. Determination of FY 2014 Expenditures Associated with the Five-Cent Gas Tax**

County Administrator Long introduced the item. He stated that the Board could choose to use any or all of these funds to reduce the current \$2.8 million general revenue subsidy to the transportation program. Alternatively, the item offered options to allocate a portion of the funds to address the highest priority transportation needs. Board direction was requested.

Speaker:

- Curtis Baynes, 1323 E. Tennessee St., suggested that the County use the revenue for the County's transportation operating costs rather than capital improvements, which would have continued maintenance.

Commissioner Proctor indicated that he preferred option 2; however, noted that the \$2.5 million generated annually would not cover the operation and maintenance expenses or the County's capital transportation needs. County Administrator Long responded by clarifying the options available to the Board. Commissioner Proctor conveyed that he has heard the voices of the citizens in his district and they do not support the gas tax increase. Thus, Commissioner Proctor announced that he would join Commissioner Sauls in voting in opposition to the increase.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 3: Direct staff to allocate the County's portion of the five-cent gas tax (\$2.0 million) between statutorily permissible operating and capital expenditures at \$1 million each. Any funds allocated to transportation operating expenditures would be used to reduce the general revenue subsidy to the transportation fund, and reduce the amount of general fund balance used to balance the FY 2014 tentative budget. Direct staff to bring back an agenda item early in FY 2014 that provides capital project options for the allocation of the \$1.0 million.*

Commissioner Lindley commented that most of the new projects would be safety and intersection type improvements rather than the building of new roads. She offered that the additional tax was needed and would benefit all districts of the County.

Commissioner Desloge opined that option 3 offered a reasonable approach and established with the County Administrator that of the 67 counties in Florida, Leon County was one of 18 that did not increase the millage rate.

Chairman Maddox stated that he could not support the motion as he preferred option 1, which reduces the general fund balance by \$2 million.

*The motion carried 6-1 (Chairman Maddox in opposition)*

**22. Consideration of a Full Board Committee Appointment to the Community Development Block Grant Citizens Advisory Task Force and Investment Oversight Committee**

County Administrator Long introduced the item.

*Commissioner Sauls moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Reappoint Theodore Pye and Derry Williams to the Community Development Block Grant Citizens Advisory Task Force, and 2) Reappoint Stan Barnes and Michael Kramer to the Investment Oversight Committee.*



Commissioner Desloge shared that Michael Kramer is a business partner and although County Attorney Thiele advised that there was no conflict, Commissioner Desloge in an abundance of caution, recused himself from the vote. (A copy of Commissioner Desloge's Form 8B – Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers was received and is included as part of the record).

*The motion carried 6-0 (Commissioner Desloge abstaining).*

Chairman Maddox announced that the Board has concluded its General Business agenda and would now entered into Commissioner Discussion items.

### **SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

Vice Chairman Dozier opened the public hearings and announced that Chairman Maddox would be briefly delayed.

#### **23. First and Only Public Hearing on a Proposed Ordinance Entitled "Refueling Assistance for Persons with Disabilities"**

County Attorney Thiele announced the public hearing.

(Chairman Maddox entered the Chambers and assumed the Chair.)

County Attorney Thiele conveyed that the ordinance in the agenda packet is the original ordinance that was presented to the Board for consideration on November 2012. He explained that the ordinance attempts to provide a greater level of assistance to disabled customers by requiring that a decal be displayed with the phone number of the gas station so the customer can call an attendant for assistance. Following public comment and the issues and concerns that were brought up at that time, Commissioner Dailey asked that he be given an opportunity to work with the disabled community and the petroleum industry to pursue some other methodology that was mutually agreeable to both entities. County Attorney Thiele stated that the Board was provided a copy of the work product from Commissioner Dailey's efforts (this was distributed prior to the dinner break); however, this version is significantly different from the version that is provided in the agenda packet, thus, should the Board wish to pursue that version another public hearing would be scheduled.

Assistant County Attorney LaShawn Riggins described the differences in the two ordinances (the original version in the agenda packet and the new draft ordinance submitted by Commissioner Dailey). The new draft ordinance requires the following:

- Gas stations with five or more pumps would be required to retrofit a minimum of two pumps with the FuelCall™ system or some equivalent system that allows for two way communication between the customer and gas station attendant.
- Gas stations with four pumps or less shall display a decal that provides the telephone number for the gas station and the days and hours that two attendants are available to provide assistance.
- Newly constructed gas stations, regardless of the number of pumps, shall be required to retrofit a minimum of two pumps with the FuelCall™ or some equivalent system.
- All pumps not retrofitted are required to display a decal with the phone number and hours of assistance.

Commissioner Dailey clarified with Ms. Riggins the requirements for smaller, larger and newly constructed gas station operations. Additionally, he ascertained that the systems range in price from \$800 to \$1200.

Commissioner Dailey requested Ken Morris, Economic Development & Business Partnerships Director, to report on tax incentives (tax deductions and tax credits) available for gas stations that meet ADA Compliance. Mr. Morris relayed that tax deductions amounted to \$15,000 and tax credits up to \$5,000. Commissioner Dailey continued that great opportunities had been identified to not only help defray the costs of the retrofit, but also the cost of hiring additional employees to meet the service. He stated that he would like to move forward with a public hearing in October to consider the new draft ordinance.

Chairman Maddox articulated that in order to pursue Commissioner Dailey's new draft ordinance a new public hearing would need to be scheduled; as there are considerable differences in the two versions of the ordinances. He stated that he could support a motion for Option 2, with direction to staff to schedule the public hearing to consider the new draft ordinance.

**Speakers:**

- Dr. J.R. Harding, 6027 Ox Bottom Manor, voiced his support for the new draft ordinance. He pointed out three components of the FuelCall™ system: 1) signage on the station's marquee lets disabled drivers know that assistance is available; 2) signage that posts dates and times that refueling assistance is available, and 3) BigBell™ touch pad that can be utilized from the vehicle to alert gas station attendant that assistance is needed.
- Terry Ward, 1403 Alban Avenue, shared that he has worked with disabled and seniors for 30 years and finds the new draft ordinance one that would work very well. He urged the Board to adopt the new draft ordinance.
- Madison Harris-Parks, 6748 Visalia Place, spoke on the benefits of a touch pad and how much easier it would allow for disabled and elderly citizens to request assistance in refueling. She stated that the current system of honking the horn draws unwanted attention. An e-mail was also received from Ms. Harris-Parks urging passage of the ordinance.
- Alyssa Morrison, 5608 Wagon Wheel Circle North, thanked the Board for its efforts to implement an ordinance that provides fueling assistance to disabled and elderly citizens and supported the new draft ordinance, which requires FuelCall™ or equivalent system. She opined that Tallahassee could be a model for the rest of the state. An e-mail was also received from Ms. Morrison urging passage of the ordinance.
- E-mails were received from the following in support of the proposed ordinance:
  - Thomas Luo
  - Govind Kallumkal
  - Kruti Patel

Chairman Maddox received additional information from Ms. Riggins about the legal liabilities of implementing such as ordinance. She recalled that a representative from the petroleum industry appeared before the Board and expressed concerns about the filing of lawsuits against those gas stations that posted hours when assistance would be available and it was not. Chairman Maddox asked about annual maintenance costs for the communication systems and Ms. Riggins responded that to her knowledge, there is no maintenance costs associated with the systems; and should the system fail, it would be the manufacturer's responsibility.

Commissioner Desloge stated that while he could support the requirement for newly constructed gas stations and retrofitting of replacement pumps, he was concerned that the mandate to retrofit existing pumps would cause a hardship to station owners. He then dialogued with Mr. Morris on the tax deductions/tax credit issues. Commissioner Desloge indicated that he could support moving the issue to public hearing. He asked for a model for how the costs break down and clarity on how the credits could be applied and for how much.

Commissioner Sauls inquired if the new draft ordinance had been shared with representatives of the petroleum industry. Commissioner Dailey conveyed that while his office had reached out to the industry, they did not participate in any meeting for the crafting of the new ordinance. Ms. Riggins further provided that the petroleum industry was opposed to any changes due to the costs as they were hopeful that the legislature would pass legislation to require uniform standards throughout the state.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, approval of Option 2, as amended: Conduct the first and only public hearing and not adopt the proposed Ordinance entitled "Refueling Assistance for Persons with Disabilities," and direct staff to bring back an agenda item on the new proposed ordinance on Tuesday, October 8, 2013 and schedule a public hearing for Tuesday, October 29, 2013 at 6:00 p.m. to consider the new proposed draft ordinance.*

Commissioner Dozier expressed her support for the new draft ordinance. She was somewhat concerned about, and asked that information be provided in the agenda item addressing the justification for establishing a "four pump" cutoff for smaller businesses. She added that she supported the requirement for the retrofit as gas pumps are not updated/changed very often. Commissioner Dozier while acknowledging the need to be conscious of the fiscal impact to businesses believes that the ordinance is fair.

Commissioner Proctor opined that this was a dignity issue and individuals with disabilities are entitled to access without embarrassment. He advocated for the ordinance to include the "elderly" and asked Commissioner Dozier (as the maker of the motion) to reflect this addition. Commissioner Dozier responded that she would prefer to keep the motion intact; however, this could be discussed on October 8<sup>th</sup>.

Dr. Harding addressed the Board to clarify that the cost to purchase the FuelCall™ system is \$1,200 (for a pair) and can be self-installed by the store owner with a drill and screw driver.

The motion carried 7-0.

**24. First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Fire Rescue Services Assessment**

County Administrator Long announced the public hearing and confirmed there were no speakers on this issue.

*Commissioner Sauls moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Resolution adopting the non-ad valorem assessment roll for fire rescue services assessments, and authorize the Chairman to certify the roll to the Tax Collector. The motion carried 6-0 (Commissioner Dailey out of Chambers).*

**25. First and Only Public Hearing on a Proposed Resolution to Adopt the Non-Ad Valorem Assessment Roll for Solid Waste Disposal Services Assessment**

County Administrator Long announced the public hearing and confirmed there were no speakers on this issue.

Commissioner Proctor pointed out that the Board had decided not to increase the fees to \$75.00; but to maintain the \$40 fee that has been in place for over 20 years.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Resolution adopting the Non-ad Valorem Assessment Roll for Solid waste Disposal Services, and authorize the Chairman to certify the Roll to the Tax Collector. The motion carried 7-0.*

**26. Second of Two Public Hearings on a Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC**

County Attorney Thiele announced that the applicant has requested that the public hearing be continued to allow more time to try to work out issues with the neighbors/residents. County Attorney Thiele suggested that the public hearing be continued indefinitely and be re-advertised when appropriate.

Commissioner Proctor noted that the agenda item (page 3) stated that the "... the County would acquire right-of way needed for the future widening of Bannerman Road (runs the length of the subject property)...". He confirmed with County Attorney Thiele that the right of way for Bannerman Road was to be donated. Commissioner Proctor requested that this language be amended to reflect this intent.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Option 1, as amended: Continue the second of two public hearings on a proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC ~~to Tuesday, October 8, 2013 at 6:00 p.m. or as soon thereafter as same may be considered indefinitely.~~ The motion carried 7-0.*

**Citizens to be Heard on Non-Agendaed Items** (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Marylynn Carey, 5784 Japonca Court, provided information on an abandoned house/property located next to her home. She shared that the property has been completely neglected since its abandonment in 2006. While Code Enforcement is involved and daily fees are being accumulated, there is nothing else to be done since the property is paid for and the owner pays the taxes annually. She asked the Board's help to resolve this problem

Commissioner Dailey asked the County Attorney what options the County has to help resolve this issue.

County Attorney Thiele responded that it was his understanding that there is a purchase money mortgage on the property and the County would need to determine if the property has been abandoned legally, not just physically. He stated that if the property is homesteaded, the County would be unable to foreclose. County Attorney Thiele advised that the Board could: 1) seek permission from the Code Enforcement

Board to begin foreclosure, or 2) seek injunctive relief. He also mentioned that a simple appraisal would be needed for the property.

Commissioner Dailey established that the process to determine whether the property has been abandoned could begin. He submitted that there were two issues at hand: the current abandoned property issue and whether an ordinance should be considered to address issues of this type in the future.

County Attorney Thiele reminded the Board that it had adopted an Abandoned Property Ordinance earlier this year; however, it would not apply to this situation.

*Commissioner Dailey moved, duly seconded by Commissioner Dozier, to instruct staff, including the County Attorney's Office, to explore all options necessary to acquire the property by foreclosure and bring back a report to the Board as soon as possible regarding its status. The motion carried 7-0.*

### **Comments/Discussion Items**

#### **County Attorney Thiele:**

- Referenced a memorandum he distributed to the Board on August 30 regarding the Leon County Energy Improvement District and approval for the Third Party Agreement with Ygrene. He conveyed that the agenda item of June 18 whereby the Board authorized staff to negotiate an agreement with Ygrene Energy Fund was not clear in that the Board would enter into the agreement sitting as the "Leon County Energy Improvement District". He requested a motion to reflect this.
  - *Commissioner Lindley moved, duly seconded by Commissioner Dozier, to authorize staff to negotiate an Agreement with Ygrene Energy Fund for third-party third party administration of a commercial PACE program, sitting as the Board of the Leon County Energy Improvement District. The motion carried 7-0.*

#### **County Administrator Long:**

- Offered the following announcement/reminders:
  - The College Town Grand Opening will be held on Friday, September 13 at 5:45 p.m.
  - The Sales Tax Extension Committee will resume its meetings on September 26<sup>th</sup> at 4:00 at the Main Library.
  - The Tourism Marketing Plan rollout (Trailahassee.com) is scheduled for September 26<sup>th</sup> at 6:00 p.m. at Bass Pro Shop.
  - The 2013 EDC Annual Meeting will be held on September 25<sup>th</sup> at 11:30.
- Provided information on the transition for subscription service customers from Waste Management to WastePro. For additional information or questions, customers may call the County at 606-1899 or visit the County's web-site ([www.leoncountyfl.gov](http://www.leoncountyfl.gov)).

### **Commissioner Discussion Items**

#### **Commissioner Desloge:**

- Thanked fellow Commissioners for their kind words on his bid for NACo appointment.
- *Commissioner Desloge moved, duly seconded by Commissioner Dailey, to authorize the expenditure of funds from his travel account to attend the Sayfie Review 2013 Florida Leaders Summit, September 12-13, 2013 in Orlando. The motion carried 7-0.*
- Shared information on Florida Walks, an interactive challenge for Florida's county leadership and staff sponsored by the Florida Department of Health and the Florida Association of Counties. The event will highlight the obesity problem in the state. Participants compete to finish a virtual 2,000 mile trek throughout Florida and



individuals can log miles by hiking, walking, paddling, etc. Counties with the highest levels of staff participation will be recognized at the 2014 FAC Annual Conference.

**Commissioner Proctor:**

- Thanked the Board for its action and support of Bond Community Health Center.
- *Commissioner Proctor moved, duly seconded by Commissioner Dailey, to direct staff to bring back an agenda item regarding an amendment to the Noise Ordinance to increase the closing hour for areas designated as Activity Centers from 10:00 p.m. to 11:30 p.m. The motion carried 7-0.*
- Conveyed that that the Public Safety Coordinating Council (PSCC) may have a budget shortfall.
  - County Administrator Long referenced an e-mail he sent regarding the PSCC funding issue. He suggested that the Board discuss the funding issue after the PSCC's September 17 meeting and staff would provide the PSCC's recommendations to the Board prior to the Board's final adoption of the FY13/14 budget.
  - Deputy County Administrator Alan Rosenzweig articulated that at this time the PSCC has been allocated \$100,000 and authorized the carry forward of \$40,000 in unallocated funds to the FY2014 budget. He stated that the PSCC would at its September 17<sup>th</sup> meeting determine how to allocate the \$140,000. Mr. Rosenzweig confirmed for Commissioner Proctor that funds (\$35,000-\$40,000) had been anticipated for the Drug Court.
- Requested clarity from Tony Park, Public Works & Community Development Director, on the resurfacing of South Monroe Street. Mr. Park responded that he would follow up with DOT on the resurfacing project.
- Requested that Tony Park convey to the DOT the transportation-related safety problems on West Orange Avenue, specifically the need for bridge improvement, improvements to walk-over and the need for sidewalks.
- Was saddened to share that his aide Regina Nash lost her father-in-law recently.

**Commissioner Dailey:**

- In anticipation of the upcoming public hearing on refueling assistance for persons with disabilities, he distributed for the Board's review and consideration a copy of a draft ordinance developed by himself, the County Attorney's Office, the Office of Economic Development and interested stakeholders. He anticipated that the comments that would be provided by citizens at the public hearing would be directed to this draft and not the proposed ordinance in the agenda packet. He indicated that he would request the Board not move forward with the ordinance presented in the agenda packet, but to reschedule the public hearing to take into consideration the "new draft" ordinance. He also thanked County Attorney Riggins and Ken Morris for their efforts in this cause.

**Commissioner Sauls:**

- No issues.

**Commissioner Lindley:**

- Commented on the success of the Domestic Partnership Registry. To date, 89 couples have registered and positive feedback has been received.
- *Commissioner Lindley moved, duly seconded by Commissioner Dailey, approval to present a Proclamation honoring Dr. Charles Evens who died on August 31<sup>st</sup>. The motion carried 7-0.*
- Announced that the Transportation Disadvantaged Coordinating Board in an effort to offer more transportation options, is looking to extend the flex routes; which was recently piloted in District 3.

**Commissioner Dozier:**

- *Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval to present a Proclamation for Breast Cancer Awareness Month at the September 24, 2013 Board meeting. The motion carried 7-0.*
- Inquired if the County would participate in the "Paint the County Pink" event. County Administrator Long responded that information has not yet been received and would be brought to the Board when received.
- Stated that she has been working with Ken Morris on Entrepreneurship Month activities and distributed information on Power Forward Speaker Series with Barbara Corcoran.
  - *Commissioner Dozier moved, duly seconded by Commissioner Desloge, to direct staff to bring back an agenda item on September 24<sup>th</sup> to consider a Gold Sponsorship of the Power Forward Speaker Series in the amount of \$2,500. The motion carried 7-0.*
- *Commissioner Dozier moved, duly seconded by Commissioner Proctor, to direct staff to bring back an agenda item regarding the development of an online application for CHSP applicants. The motion carried 7-0.*

**Chairman Maddox:**

- On behalf of Chairman Maddox: *Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval for a Proclamation for the Day of Service and Remembrance for 9-11 (to be presented off-site). The motion carried 7-0.*
- On behalf of Chairman Maddox: *Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval for a Proclamation for Pregnancy and Infant Loss Remembrance Day on October 15, 2013 (to be presented off-site). The motion carried 7-0.*
- On behalf of Chairman Maddox: *Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval for a Proclamation recognizing the Agriculture Innovator to be presented at the September 24, 2013 Board meeting. The motion carried 7-0.*
- On behalf of Chairman Maddox: *Commissioner Proctor moved, duly seconded by Commissioner Dailey, to direct staff to bring back an agenda item on contracting with Mercer on the Affordable Care Act and its impacts on the County CareNet Program. The motion carried 7-0.*
- Conveyed the great experience he had participating in the 9-11 Service Day home rehab project and encouraged fellow Commissioner's to volunteer in the future.

The Board entered into its dinner break at 4:49 p.m. and will reconvene at 6:00 to conduct the scheduled public hearings.

**Receipt and File:**

- Capital Region Community development District Record of Proceedings for the February 7, March 21, and May 9, 2013 Meetings.
- Capital Region Community Development District Record of Proceedings for the June 6, 2013 Budget Workshop and Regular Meeting.
- Northwest Florida Water Management District Tentative Budget for Fiscal year 2013-2013.

**Adjourn:**

There being no further business to come before the Board, the meeting was adjourned at 7:22 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
PUBLIC HEARINGS  
September 17, 2013**

The Board of County Commissioners of Leon County, Florida, met at 6:00 p.m. with Chairman Nick Maddox presiding. Present were Commissioners Kristin Dozier, Bill Proctor, Mary Ann Lindley, John Dailey, Bryan Desloge, and Jane Sauls. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, and Board Secretary Rebecca Vause.

Chairman Maddox called the meeting to order at 6:00 p.m.

The Invocation was provided by Commissioner Mary Ann Lindley, who then led the Pledge of Allegiance.

**SCHEDULED PUBLIC HEARINGS, 6:00 P.M.**

**1. First and Only Public Hearing to Adopt the 2<sup>nd</sup> Local Option Fuel Tax (Five-Cent Gas Tax) Ordinance and Approve the Associated Resolution Regarding the Allowable Expenditures of the Five-Cent Gas Tax**

County Administrator Long announced the public hearing. He recalled that the Board had on September 10 directed that the tentative budget be developed presuming \$1 million toward offsetting the general revenue subsidy in the transportation fund and \$1 million toward addressing the Board's highest transportation projects. He stated that a prioritization of these projects would be presented to the Board for consideration later in the fall.

Speakers:

- Charles Rooney, 611 Beard Street, went on record opposing the five cent gas tax. He indicated that he is in the gasoline business and shared two reasons for his opposition: 1) the tax would hurt low income working citizens, and 2) puts gas stations within the County at a five cent per gallon competitive disadvantage to stations in outlying areas. He thanked Commissioners Proctor and Sauls for their opposition and urged the Board to not pass the tax.
- Michael Rosenthal, 4045 Kilmartin Drive, asked the Board to vote no to the gas increase. He too thanked Commissioners Sauls and Proctor for their opposition. He opined that the tax would hurt local businesses, the revenue would fall short of the County's estimate and would hurt the local option sales tax revenue. He suggested the Board make up its deficit by reducing its budget.
- Curtis Baynes, 1323 E. Tennessee St., stated that he could support the tax as it was the best user fee available to the County. He added that higher prices could curtail consumption and motorists may consider alternative transportation.
- Robbie Jones, 11017 Luna Point Road, urged the Board to reconsider the gas tax increase and asked why now and why so much?
- Paul Harvill, P.O. Box 38458, did not speak, but submitted a speaker card for the record in support of the gas tax.

Commissioner Desloge opined that this was the fairest way to pay for transportation needs. He also pointed out that approximately 70,000 college students use the County's roads without paying property taxes along with one-third of users not living in the County.

*Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Conduct the first and only public hearing and adopt Ordinance 2013-17, which implements the 2<sup>nd</sup> Local Option Fuel Tax, and 2) Adopt the associated Resolution 2013-46 regarding the allowable expenditures of the 2<sup>nd</sup> Local Option Fuel Tax.*

Commissioner Sauls maintained her opposition to the gas tax increase and stated there were residents in her district that cannot afford the additional expense. She stated that she would not support the motion on the floor.

Commissioner Proctor conveyed that he has heard the voices of his constituents who are opposed to the gas tax increase. He indicated that he could not support an increase as the County has not done its due diligence to find out why it costs more to purchase gas in Leon County than neighboring counties.

Commissioner Lindley shared that one-half of the property in the County is off the tax rolls and 30% of users are not residents of the County. She submitted that gas prices fluctuate routinely and that most citizens would not notice the additional cost. She added that the gas tax increase was a user fee and it was the right thing to do.

The motion carried 5-2 (Commissioners Sauls and Proctor in opposition).

## **2. First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2013/2014**

Chairman Maddox announced the public hearing. He stated that this was the first of two required public hearings to adopt the countywide budget for FY 2013/2014. The second and final public hearing will be held on September 24, 2013 at 6:00 p.m. He invited those individuals who wished to comment on the item, to complete a speaker card and submit to the Clerk.

County Administrator Long read the following into the record:

- The proposed aggregate millage rate is 8.8144 mills, which is a 2.14 percent under the aggregate rolled-back millage rate of 9.0069.

### Speakers:

- Michael Rosenthal, 4045 Kilmartin Drive, asked the Board to cut the millage rate. He relayed that the average income of Floridians was less than when the recession began six years ago and voiced his opposition to pay increases for County employees. He was disappointed that the County is unable to make hard choices when it comes to employees.
- Curtis Baynes, 1323 E. Tennessee St., acknowledged the Board's efforts to control the millage rate and appreciated the County's change in its solid waste vendor. He said there is no way to mitigate against property tax increases. He relayed how the stormwater fee increase has affected the percentage of tax he is required to pay.
- Nancy Daniels, 1555 Clifford Hill Road, spoke as a representative for the Public Safety Coordinating Council (PSCC). She stated that the PSCC's main goal is to manage the jail population; which is quite high at this time (1,130). She shared that the PSCC met today and recommended continued support for LIFT (a vocational program operated by DISC Village that provides employment skills to jail inmates in an effort to reduce recidivism), in the amount of \$100,000. The PSCC also recommended \$25,000 for the Domestic Violence Coordinating Council (to increase a ¼ FTE to a ¾ FTE). Ms. Daniels also conveyed that the PSCC is requesting an additional \$60,000 (\$100,000 has already been allocated) for the Drug Court. She shared that there are approximately 90

individuals participating in the Drug Court program at this time, which exceeds the “slots” available for the program.

- John Gibby, 4887 Gum Road, submitted for the record a listing of project titles, in which he highlighted the \$2.1 million carry -forward for the Gum Road Area Stormwater Project. He displayed a map showing an area of land (currently owned by his family) that he would like to donate to the County which would link the southern end of the Martha Wellman Pond to the flood pond for the Capital Circle Project. Mr. Gibby requested that the Gum Road Target Planning Area be made a priority on the Blueprint projects list.

***The Board approved the following Options:***

- *Option 1: Commissioner Lindley moved, duly seconded by Commissioner Desloge, adoption of Resolution 13-47, the tentative FY 13/14 Countywide millage rate of 8.3144 mills. The motion carried 7-0.*

Commissioner Dozier thanked staff for their work on the budget and expressed appreciation for the citizens who took time to make comment to the Board. She differed with comments that the Board had not made hard choices and submitted that \$62 million has been cut over five years and compared to other counties Leon County has been much reserved. She opined that the budget maintains essential services and is good for the economy and residents.

- *Option 2: Commissioner Dozier moved, duly seconded by Commissioner Lindley, adoption of Resolution 13-48, the tentative FY 13/14 Countywide budget; as amended to include 10,000 for the PSCC.*

Commissioner Dozier that while a supporter of the Drug Court, she was reluctant to add the additional funds for the program without an agenda item and noted that there are general contingency funds available to address needs in the future. She was however, comfortable moving forward with the \$10,000 for the Domestic Violence Coordinating Council, as this had been discussed by the Board previously.

*Commissioner Dozier amended her motion to include \$10,000 for the PSCC (to be dedicated to the Domestic Violence Coordinating Council) from general fund contingency.*

Commissioner Proctor thanked Ms. Daniels for representing the PSCC and advocated for the Board’s support for the additional dollars for the Drug Court. It is noted that Commissioner Proctor serves as the Board’s representative on the PSCC and Chairs the Committee. He pointed out that the Drug Court helps “unjam” the legal process and submitted that the program would need additional funds in the future as there are already more individuals qualified for the program than there are “slots” for. He also asked that the forthcoming agenda item include the value of the Drug Court and what it represents in savings.

Chairman Maddox commended Commissioner Proctor for his leadership on the PSCC and indicated that he would support an agenda item to look at funding from contingency.

*The motion, as amended, carried 7-0.*

- *Option 3: Commissioner Desloge moved, duly seconded by Commissioner Dozier, adoption of Resolution 13-49, the tentative FY 13/14 Emergency Medical Services MSTU millage rate of 0.5000 mills. The motion carried 7-0.*

- *Option 4: Commissioner Lindley moved, duly seconded by Commissioner Desloge, adoption of Resolution 13-50, the tentative FY 13/14 Emergency Medical Services MSTU budget. The motion carried 7-0.*
- *Option 5: Commissioner Sauls moved, duly seconded by Commissioner Lindley, to direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY 13/14 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY13/14. The motion carried 7-0.*

**Citizens to be Heard on Non-Agendaed Items** (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

- Chairman Maddox confirmed that there were no speakers on Non-Agendaed Items.

**Comments/Discussion Items**

**County Attorney Thiele:**

- No issues.

**County Administrator Long:**

- No issues.

**Commissioner Discussion Items**

**Commissioner Desloge:**

- Proud of the proposed budget and noted that the majority of counties around the State have made the decision to raise property taxes, whereas Leon County has actually lowed them.

**Commissioner Proctor:**

- Hopeful that next year there would be a willingness to consider an increase in the transportation budget from its current eight percent and advocated for the creation of a County Economic Development Office.

**Commissioner Dailey:**

- Thanked staff for their hard work in developing the budget.
- Expressed appreciation to Chairman Maddox for his leadership throughout the budget process.
- Congratulated County Administrator Long on being named a finalist for Leader of the Year.

**Commissioner Sauls:**

- Requested information/briefing on what's happening at the roll-off waste sites.
  - County Administrator Long responded that information would be distributed to the Board.

**Commissioner Lindley:**

- No issues.

**Commissioner Dozier:**

- In response to Commissioner Proctor, she commented that if there was an increase in the transportation budget, there would need to be an increase in the County's infrastructure maintenance budget.

**Chairman Maddox:**

- Appreciated the work and effort of Commissioners and staff that went into development of the budget. He is most proud that the County continues to operate at a level constituents believe very high.

**Receipt and File:**

None.

**Adjourn:**

There being no further business to come before the Board, the meeting was adjourned at 7:12 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Court  
Leon County, Florida

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #2

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of Direction Regarding Convening Citizens to Help Address Issues of Public Interest and Opportunities for Improvement

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Kim Dressel, Senior Assistant to the County Administrator

**Fiscal Impact:**

This item does not have a fiscal impact.

**Staff Recommendation:**

Option #1: Continue the practice of convening citizens to help address specific issues of public interest and opportunities for improvement.

## **Report and Discussion**

### **Background:**

Amendments to the Board's FY 2012 & FY 2013 Strategic Plan, approved January 29, 2013, included the addition of the following Strategic Initiative:

“Periodically convene community leadership meetings to discuss opportunities for improvement.”

This particular Strategic Initiative aligns with the Board's Strategic Priority regarding Governance:

“Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community.” (G3)

### **Analysis:**

Leon County periodically convenes community members to consult on various issues, including the identification of opportunities for improvement. For example:

- Legislative dialogue community meetings are held to discuss, evaluate and review legislative issues, potential impacts on the community, and to determine what, if any, additional actions need to be taken.
- The Board's Chairman meets periodically with Constitutional Officers regarding their budgets and opportunities to gain efficiencies. This Strategic Initiative was approved by the Board on January 29, 2013.
- Board-appointed Citizen Committees, including the Leon County Sales Tax Committee, meet regularly and spur policy and programmatic improvements. For example, the “Domestic Violence, Sexual Violence and Stalking in the Workplace” policy, adopted by the Board on September 10, 2013, grew out of the Leon County Commission on the Status of Women and Girls' 2012 Annual Report.
- Citizens are convened to provide insight into specific matters of local, public interest, consistent with the Board's Strategic Priorities. Recent examples include the Commercialization and Technology Transfer Stakeholder Forum, which identified what assistance is needed to help foster local business growth and entrepreneurship. This in part led to consideration of a business incubator, and Leon County staff and local economic development representatives touring business incubators across the state. Additionally, convening community representatives helped lead to the minimum countywide environmental regulations adopted by Leon County and the City of Tallahassee in May 2012. The process began when Leon County's Citizens Charter Review Committee proposed an amendment to Leon County's charter, requiring the County to establish minimum environmental standards, procedures, requirements, and regulations countywide. Leon County voters approved the charter amendment in November 2010. Another citizens committee was created to assist in the development of the environmental ordinance.



- Citizen stakeholders participate in Leon County's ongoing improvement process as a part of LEADS (Listens for changing needs; Engages citizens and employees; Aligns key strategic processes; Delivers results and relevance; Strives for continuous improvement). In 2012, 27 LEADS Review meetings were held, involving all County offices, and more than 140 citizens were involved in the process of identifying opportunities for improvement. A similar process will be repeated in 2014.

As illustrated, citizens are convened regularly to discuss issues of local, public interest, including opportunities for improvement, and staff anticipates that issue-specific meetings will continue to be held, consistent with direction provided by the Board.

**Options:**

1. Continue the practice of convening citizens to help address specific issues of public interest and opportunities for improvement.
2. Do not continue the practice of convening citizens to help address specific issues of public interest and opportunities for improvement.
3. Board direction.

**Recommendation:**

Option #1.


**Leon County  
Board of County Commissioners  
Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #3

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Request to Schedule a Workshop to Develop Solutions to Promote Sustainable Growth Inside the Lake Protection Zone for Tuesday, November 19, 2013 at 1:00 – 2:30 p.m.

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director of Public Works and Community Development Wayne Tedder, Director of Planning, Land Management, and Community Enhancement
<b>Lead Staff/ Project Team:</b>	Brian Wiebler, Long-Range Principal Planner Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no current fiscal impact.

**Staff Recommendation:**

Option #1: Schedule a Workshop to Develop Solutions to Promote Sustainable Growth Inside the Lake Protection Zone for Tuesday, November 19, 2013 at 1:00 – 2:30 p.m.

## **Report and Discussion**

### **Background:**

At the January 29, 2013 meeting, the Board adopted the revised FY 2012 and FY 2013 Strategic Plan.

The scheduling of this Workshop is essential to the following FY 2012 & FY 2013 Strategic Initiative that the Board approved at the January 29, 2013 meeting:

- Develop solutions to promote sustainable growth inside the Lake Protection Zone (2013)

This particular Strategic Initiative aligns with the Board's Strategic Priority – Environment:

- Protect our water supply, conserve environmentally sensitive lands, safeguard the health of our natural ecosystems, and protect our water quality, including the Floridan Aquifer, from local and upstream pollution (EN1 – revised 2013)
- Promote orderly growth which protects our environment, preserves our charm, maximizes public investment, and stimulates better and more sustainable economic returns (EN2)

### **Analysis:**

The Board's calendar reflects that Tuesday, November 19, 2013 from 1:00 – 2:30 p.m. is available.

### **Options:**

1. Schedule a Workshop to Develop Solutions to Promote Sustainable Growth Inside the Lake Protection Zone for Tuesday, November 19, 2013 at 1:00 – 2:30 p.m.
2. Schedule a Workshop to Develop Solutions to Promote Sustainable Growth Inside the Lake Protection Zone for Tuesday, November 19, 2013 at 1:00 – 2:30 p.m. for an alternate date.
3. Do not schedule a Workshop to Develop Solutions to Promote Sustainable Growth Inside the Lake Protection Zone for Tuesday, November 19, 2013 at 1:00 – 2:30 p.m.
4. Board direction.

### **Recommendation:**

Option #1.


**Leon County  
Board of County Commissioners  
Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #4

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of Payment of Bills and Vouchers Submitted for October 29, 2013, and Pre-Approval of Payment of Bills and Vouchers for the Period of October 30 through November 18, 2013

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Scott Ross, Director, Office of Financial Stewardship

### **Fiscal Impact:**

This item has a fiscal impact. All funds authorized for the issuance of these checks have been budgeted.

### **Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for October 29, 2013, and pre-approve the payment of bills and vouchers for the period of October 30 through November 18, 2013.

### **Report and Discussion**

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval October 29, 2013 and pre-approval of payment of bills and vouchers for the period of October 30 through November 18, 2013. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the October 29, 2013 meeting, the morning of Monday, October 28, 2013. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the first and second Tuesday in November , it is advisable for the Board to pre-approve payment of the County's bills for October 30 through November 18, 2013, so that vendors and service providers will not experience hardship because of delays in payment. The OMB office will continue to review the printouts prior to payment and if for any reason questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

### **Options:**

1. Approve the payment of bills and vouchers submitted for October 29, 2013, and pre-approve the payment of bills and vouchers for the period of October 30 through November 18, 2013.
2. Do not approve the payment of bills and vouchers submitted for October 29, 2013, and do not pre-approve the payment of bills and vouchers for the period of October 30 through November 18, 2013.
3. Board direction.

### **Recommendation:**

Option #1.

VSL/AR/SR/cc

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**




# Leon County Board of County Commissioners

## Cover Sheet for Agenda #5

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Carry Forward FY 2013 Appropriations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Timothy Barden, Principal Management & Budget Analyst Felisa Barnes, Principal Management & Budget Analyst Don Lanham, Grants Coordinator

### **Fiscal Impact:**

This item carries forward operating, grant, and capital funds originally appropriated in the FY 2013 budget into the FY 2014 adopted budget to provide continued project funding.

### **Staff Recommendation:**

Option #1: Authorize the carry forward of FY 2013 appropriations to the FY 2014 budget, and approve the associated Resolution and Budget Amendment Request.

## **Report and Discussion**

### **Background:**

Before approving carry forward requests, the Office of Financial Stewardship's Office of Management and Budget works with program managers to identify projects not completed by the end of the fiscal year. The funds for approved requests are then carried forward to the new fiscal year budget and made available for continued project funding.

### **Analysis:**

The FY 2013 carry forward includes operating, capital, and grant projects not completed during the previous fiscal year. The carry forward Budget Amendment Request lists each project to be brought forward into FY 2014 with the corresponding requested funding amounts (Attachment #1). The operating carry forward projects include footnote justifications. These funds will be added to the FY 2014 adopted budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2013.

In addition, the capital carry forward appropriates additional funding in the amount of \$260,000 for necessary building renovations and tenant improvements to the Bank of America building. This amount includes an \$110,000 settlement payment from T-Mobile South, LLC for building damages resulting from the former tenant's failure to restore the premises to its original condition at the expiration of its lease. Additionally, funds received from an insurance claim for stolen equipment in the amount of \$13,187 are appropriated in the Parks and Recreation Vehicle and Equipment capital project to replace a stolen tractor and light maintenance equipment.

### **Options:**

1. Authorize the carry forward of FY 2013 appropriations to the FY 2014 budget, and approve the associated Resolution and Budget Amendment Request.
2. Do not authorize the carry forward of FY 2013 appropriations to the FY 2014 budget.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Resolution and Budget Amendment for FY 2013 Carry Forward Accounts

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2013/2014; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 29<sup>th</sup> day of October, 2013.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

**FISCAL YEAR 2013/2014**  
**BUDGET AMENDMENT REQUEST**

No: BAB14004  
Date: 10/14/2013

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 10/29/2013

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

**Request Detail:**

**Revenues**

		Account Information							
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>		Current Budget	Change	Adjusted Budget	

**Fiscal Year 2013 Carryforwards  
See Attached**

Subtotal:

**Expenditures**

		Account Information							
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>		Current Budget	Change	Adjusted Budget	

Subtotal:

**Purpose of Request:**

Group/Program Director

\_\_\_\_\_  
Senior Analyst

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

## FY 2012/2013 Operating Carry Forwards

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
<b>1 - General Fund</b>						
Appropriated Fund Balance	001	000	399900	000	3,102,827	
<b>Strategic Initiatives</b>						
Travel & Per Diem	001	115	54000	513		5,200
<b>Economic Dev./Intergovernmental Affairs</b>						
Travel & Per Diem	001	114	54000	512		5,200
<b>County Attorney</b>						
Professional Services	001	120	53100	514		90,000
<b>Office of Sustainability</b>						
Professional Services	001	127	53100	513		4,100
<b>Facilities Management</b>						
Repairs and Maintenance	001	150	54600	519		255,674
<b>Health &amp; Human Services</b>						
Medicaid Substance Abuse	001	370	58350	564		100,000
Other Contractual Services	001	970	53400	562		27,000
<b>Planning Department</b>						
Aids to Government Agencies	001	817	58100	515		150,000
<b>Reimbursable Expenses</b>						
Aid to Private Organizations	001	820	58200	519		2,500
<b>Catastrophe Reserve Account</b>						
Catastrophe Reserves	001	990	58602	519		2,463,153
<b>General Fund Subtotal</b>					<b>3,102,827</b>	<b>3,102,827</b>
<b>2 - Fine &amp; Forfeiture</b>						
Appropriated Fund Balance	110	000	399900	000	25,033	
<b>Diversionsary Program</b>						
Other Contractual Services	110	508	53400	569		25,033
<b>Fine &amp; Forfeiture Subtotal</b>					<b>25,033</b>	<b>25,033</b>
<b>3 - Transportation Trust Fund</b>						
Appropriated Fund Balance	106	000	399900	000	503,000	
<b>PW Support Services</b>						
Aids to Other Government Agencies	106	400	58100	541		500,000
<b>PW Engineering</b>						
Training	106	414	55401	541		3,000
<b>Transportation Trust Fund Subtotal</b>					<b>503,000</b>	<b>503,000</b>
<b>4-Dev. Svcs and Environ. Mgmt. Fund</b>						
Appropriated Fund Balance	121	000	399900	000	17,000	
<b>Environmental Services</b>						
Training	121	420	55401	537		17,000
<b>Dev. Svcs &amp; Env. Mgmt. Fund Subtotal</b>					<b>17,000</b>	<b>17,000</b>
<b>5 - Tourist Development Council</b>						
Appropriated Fund Balance	160	000	399900	000	5,097,797	
<b>Advertising</b>						
Other Contractual Services	160	302	53400	552		60,833
<b>Marketing</b>						
Printing & Binding	160	303	54700	552		5,160
Other Contractual Services	160	303	53400	552		30,000
<b>TDC 1 Cent</b>						
Aids to Government Agencies	160	305	58100	552		5,001,804
<b>Tourist Development Council Subtotal</b>					<b>5,097,797</b>	<b>5,097,797</b>
<b>6 - Housing Finance Authority</b>						
Appropriated Fund Balance	161	000	399900	000	240,792	
<b>Housing Finance Authority - Admin</b>						
Promotional Activities	161	808	58400	554		3,292
Other Contractual Services	161	808	585000	554		237,500
<b>Housing Finance Authority Subtotal</b>					<b>240,792</b>	<b>240,792</b>

\*Unless otherwise noted, all operating carry forwards funded are for projects started and funded in FY13 but not completed by September 30, 2013

**1- General Fund**

Strategic Initiatives & Intergovernmental Relations: Funding for staff travel to support Commissioner Desloge's candidacy for Second V.P. of NACO.

Economic Development & Intergovernmental Affairs: Funding for staff travel to support Commissioner Desloge's candidacy for Second V.P. of NACO.

County Attorney: \$90,000 for Englehard/BASF involvement; Fire Services Fee class action suit; PACE litigation, and the Grady County Dam case.

Office of Sustainability- Contracted educational video production on sustainable practices.

Facilities Management: \$183,344 to complete the roof repair at the Huntington Oaks building; \$60,542 for the Supervisor of Elections wall extensions and temporary wall build out; \$11,788 for Automation Shelters at Main Library.

Health & Human Services: \$100,000 for local match funds for continued participation in the Medicaid Substance Abuse Certification Program; \$27,000 for the Mercer study on the Affordable Healthcare Act.

Planning Department \$150,000 for true-up and close out of the Planning Department FY12 budget.

Power Forward Speaker Series: \$2,500 in sponsorship for the Power Forward Speaker Series.

Catastrophe Reserve Account: \$2,463,153 emergency reserves for declared natural disasters. These funds are appropriated to be in compliance with the County reserve policy. In addition, these funds are considered to be included in the 15% to minimum reserve requirement.

**2 - Fine & Forfeiture**

Diversionsary Program: \$25,033 for PSCC mental health as approved by BOCC at September 11 meeting.

**3 - Transportation Trust**

PW Support Services: \$500,000 for cost of services provided by Blueprint 2000 to relocate the wetland mitigation area (Gum Road) at Broadmoor Pond for Capital Circle NW Phase 2.

PW Engineering: \$3,000 in additional training funds for the LEADS cross training initiative.

**4-Development Services and Environmental Management Fund**

Environmental Services: \$17,000 in additional training funds for the LEADS cross training initiative.

**5- Tourist Development Council**

Advertising: \$25,000 Amphitheater Website; \$35,833 for Visit Tallahassee.com Website.

Marketing: \$5,160 Downtown Maps (Reprints); \$30,000 for marketing for the Cascade Park Amphitheatre.

TDC 1 Cent: \$5,001,804 dedicated from the 1 Cent Tourist Tax (Performing Arts Center) is budgeted to distinguish these funds from the 3rd and 5th Cent Taxes. \$1,141,1018 of this carry forward amount is dedicated to the Cascade Park Amphitheatre project.

**6 - Housing Finance Authority**

Housing Finance Authority - Admin: \$237,500 in fund balance to continue the housing repair program which is funded by dedicated bond proceeds; \$3,292 received from the Escambia County Housing Finance Authority for promoting loan originations in Leon County as required by the interlocal agreement with Escambia County HFA.

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>Ship Trust Fund 2012-2015</b>						
Revenue	124	932044	345100	000	24,173	
SHIP	124	932044	585000	554		24,173
Subtotal					<b>24,173</b>	<b>24,173</b>
<b>Ship Trust Fund 2013-2016</b>						
Revenue	124	932045	345100	000	37,174	
SHIP	124	932045	585000	554		37,174
Subtotal					<b>37,174</b>	<b>37,174</b>
<b>Ship Trust Fund 2013-2015</b>						
Revenue	124	932046	345100	000	168,640	
SHIP	124	932046	585000	554		168,640
Subtotal					<b>168,640</b>	<b>168,640</b>
<b>Fund 124 Total</b>					<b>229,987</b>	<b>229,987</b>
<b>Significant Benefit District 2</b>						
Revenue - Capacity Fee	125	009009	363244	000	65,635	
Improvements Other than Buildings	125	009009	56300	541		65,635
Subtotal					<b>65,635</b>	<b>65,635</b>
<b>Significant Benefit District 1</b>						
Revenue - Capacity Fee	125	009010	363244	000	370,518	
Improvements Other than Buildings	125	009010	56300	541		370,518
Subtotal					<b>370,518</b>	<b>370,518</b>
<b>Significant Benfit District 4</b>						
Revenue	125	009012	363244	000	62,499	
Improvements Other than Buildings	125	009012	56300	541		62,499
Subtotal					<b>62,499</b>	<b>62,499</b>
<b>Fred George Park</b>						
Revenue	125	043007	337701	000	1,087,774	
Improvements Other than Buildings	125	043007	56300	541		1,087,774
Subtotal					<b>1,087,774</b>	<b>1,087,774</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>Miccosukee Greenways</b>						
Revenue - State Grant	125	044003	334785	000	161,016	
Appropriated Fund Balance	125	044003	399900	000	244,438	
Improvements Other than Buildings	125	044003	56300	537		405,454
Subtotal					<b>405,454</b>	<b>405,454</b>
<b>St. Marks Headwaters</b>						
Revenue	125	047001	337702	000	1,510,954	
Improvements Other than Buildings	125	047001	56300	572		1,510,954
Subtotal					<b>1,510,954</b>	<b>1,510,954</b>
<b>Pullen-Old Bainbridge Intersection</b>						
Revenue - Capacity Fee	125	053002	363244	000	292,903	
Improvements Other than Buildings	125	053002	56300	541		292,903
Subtotal					<b>292,903</b>	<b>292,903</b>
<b>North Monroe Turn Lane</b>						
DOT North Monroe St Grant	125	053003	334491	000	939,737	
Improvements Other than Buildings	125	053003	56300	541		939,737
Subtotal					<b>939,737</b>	<b>939,737</b>
<b>Beechridge Trail Improvements</b>						
Revenue - Capacity Fee	125	054010	363244	000	246,662	
Improvements Other than Buildings	125	054010	56300	541		246,662
Subtotal					<b>246,662</b>	<b>246,662</b>
<b>Intersection &amp; Safety Improvements</b>						
Revenue - Capacity Fee	125	057001	363244	000	361,300	
Improvements Other than Buildings	125	057001	56300	541		361,300
Subtotal					<b>361,300</b>	<b>361,300</b>
<b>Lafayette Street Stormwater Improve</b>						
Revenue	125	065001	331208	000	719,158	
Improvements Other Than Buildings	125	065001	56300	538		719,158
Subtotal					<b>719,158</b>	<b>719,158</b>
<b>FDOT Safe Routes to School Grant</b>						
FDOT Safe Routes to School Grant	125	096028	331212	000	24,673	
Machinery and Equipment	125	096028	56400	526		24,673
Subtotal					<b>24,673</b>	<b>24,673</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>Library E-Rate Program</b>						
Revenue	125	912013	369910	000	11,998	
Machinery and Equipment	125	912013	56400	571		11,998
Subtotal					<b>11,998</b>	<b>11,998</b>
<b>Library Patron Donations</b>						
Revenue - Contributions	125	913023	366000	000	54,847	
Professional Services	125	913023	53100	571		2,260
Other Contractual Services	125	913023	53400	571		2,808
Office Supplies	125	913023	55100	571		2,833
Machinery and Equipment	125	913023	56400	571		46,946
Subtotal					<b>54,847</b>	<b>54,847</b>
<b>Friends Literacy Contract</b>						
Revenue	125	913045	337714	000	14,823	
Postage	125	913045	54200	571		2,045
Office Supplies	125	913045	55100	571		3,905
Operating Supplies	125	913045	55200	571		5,546
Books, Publications and Library Materials	125	913045	56600	571		3,327
Subtotal					<b>14,823</b>	<b>14,823</b>
<b>Federal Forestry</b>						
Revenue	125	914014	333000	000	1,026	
Travel & Per Diem	125	914014	54000	537		1,026
Subtotal					<b>1,026</b>	<b>1,026</b>
<b>Title III Federal Forestry</b>						
Revenue	125	914015	333000	000	13,374	
Other Current Charges & Obligations	125	914015	54900	537		13,374
Subtotal					<b>13,374</b>	<b>13,374</b>
<b>Slosberg Driver Education</b>						
Revenue - Driver Education CFWD	125	915013	348532	000	142,261	
Other Miscellaneous Revenue	125	915013	369900	000		
Other Grants and Aids	125	915013	58300	529		142,261
Subtotal					<b>142,261</b>	<b>142,261</b>
<b>Hands On Grant</b>						
Revenue	125	915040	366303	000	1,394	
Promotional Activities	125	915040	54800	513		1,394
Subtotal					<b>1,394</b>	<b>1,394</b>



<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>The Mission Continues Grant</b>						
Revenue	125	915041	366305	000	642	
Operating Supplies	125	915041	55200	513		642
Subtotal					<b>642</b>	<b>642</b>
<b>Points of Light Grant</b>						
Revenue	125	915056	366300	000	840	
Communications	125	915056	54100	513		840
Subtotal					<b>840</b>	<b>840</b>
<b>Community Foundation of North Florida</b>						
Revenue	125	915058	366310	000	750	
Other Current Charges & Obligations	125	915058	54908	519		750
Subtotal					<b>750</b>	<b>750</b>
<b>DOT - Big Bend Scenic Byway</b>						
Revenue - FHWA Grant	125	916016	331390	000	47,264	
Other Miscellaneous Revenue	125	916016	369900	000	6,686	
Other Contractual Services	125	096016	56400	529		53,950
Subtotal					<b>53,950</b>	<b>53,950</b>
<b>DOT - Big Bend Scenic Byway</b>						
Revenue - FHWA Grant	125	916017	331390	000	660,156	
BBSB Cash Match	125	916017	369900	000	88,220	
Leon County Cash match	125	916017	369906	000	18,314	
Other Contractual Services	125	916017	56400	529		766,690
Subtotal					<b>766,690</b>	<b>766,690</b>
<b>Lanier St/Horace Rd Slope St Grant</b>						
Revenue - NRCS Slope Stabilization Grant	125	916027	331412	000	80,025	
Transfer from Fund 305	125	916027	381305	000	74,395	
Improvements Other than Buildings	125	916027	56300	538		154,420
Subtotal					<b>154,420</b>	<b>154,420</b>
<b>Southwood - Woodville Highway Payment</b>						
Revenue - Capacity Fee	125	918001	363250	000	151,001	
Southwood Payment Woodville Highway	125	918001	58100	541		151,001
Subtotal					<b>151,001</b>	<b>151,001</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>Boating Improvement</b>						
Revenue - State Grant	125	921043	334792	000	88,429	
Improvements Other than Buildings	125	921043	56300	572		88,429
Subtotal					<b>88,429</b>	<b>88,429</b>
<b>Housing Services Home Expo</b>						
Revenue	125	932014	334511	000	315	
Promotional Activities	125	932014	54800	554		315
Subtotal					<b>315</b>	<b>315</b>
<b>Florida Hardest Hit Program</b>						
Revenue	125	932015	334512	000	12,436	
Promotional Activities	125	932015	54800	554		12,436
Subtotal					<b>12,436</b>	<b>12,436</b>
<b>Florida Hardest Hit Program</b>						
Revenue	125	932016	334512	000	25,000	
Regular OPS Salaries and Wages	125	932016	51250	554		24,000
Office Supplies	125	932016	55100	554		1,000
Subtotal					<b>25,000</b>	<b>25,000</b>
<b>CDBG Disaster Recovery - Administration</b>						
Revenue - Federal Grant	125	932060	331530	000	14,993	
Other Contractual Services	125	932060	53400	569		14,993
Subtotal					<b>14,993</b>	<b>14,993</b>
<b>CDBG Disaster Recovery</b>						
Revenue	125	932066	331530	000	171,738	
Improvements other than Build	125	932066	56300	538		171,738
Subtotal					<b>171,738</b>	<b>171,738</b>
<b>DREF Oakridge Flooded Property Acquisition</b>						
Revenue	125	932069	331531	000	1,458,376	
Professional Services	125	932069	53100	538		75,602
Improvements Other Than Buildings	125	932069	56300	538		1,382,774
Subtotal					<b>1,458,376</b>	<b>1,458,376</b>
<b>DREF Lakeside Flood Mitigation</b>						
Revenue	125	932070	331530	000	155,000	
Road Materials and Supplies	125	932070	55300	538		155,000
Subtotal					<b>155,000</b>	<b>155,000</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>CDBG Disaster Recovery HOPE Community</b>						
Revenue	125	932072	331530	000	317,304	
Road Materials and Supplies	125	932072	55300	538		317,304
Subtotal					<b>317,304</b>	<b>317,304</b>
<b>CDBG Disaster Recovery Lakeside Flood Mitigation</b>						
Revenue	125	932073	331530	000	647,211	
Improvements Other than Buildings	125	932073	56300	538		647,211
Subtotal					<b>647,211</b>	<b>647,211</b>
<b>DCF Drug Testing</b>						
Revenue - Federal Grant	125	943084	33420	000	36,822	
Other Contractual Services	125	943084	53400	622		36,822
Subtotal					<b>36,822</b>	<b>36,822</b>
<b>Fund 125 Total</b>					<b>10,382,907</b>	<b>10,382,907</b>
<b>Sidewalk Program District 1</b>						
Sidewalk Fees	127	001000	363243	000	12,922	
Pool Interest Allocation	127	001000	361111	000	151	
Road Materials and Supplies	127	001000	55300	541		13,073
Subtotal					<b>13,073</b>	<b>13,073</b>
<b>Sidewalk Program District 2</b>						
Sidewalk Fees	127	002000	363243	000	22,922	
Pool Interest Allocation	127	002000	361111	000	205	
Road Materials and Supplies	127	002000	55300	541		23,127
Subtotal					<b>23,127</b>	<b>23,127</b>
<b>Sidewalk Program District 3</b>						
Sidewalk Fees	127	003000	363243	000	65,257	
Pool Interest Allocation	127	003000	361111	000	460	
Road Materials and Supplies	127	003000	55300	541		65,717
Subtotal					<b>65,717</b>	<b>65,717</b>
<b>Sidewalk Program District 4</b>						
Sidewalk Fees	127	004000	363243	000	50,945	
Pool Interest Allocation	127	004000	361111	000	508	
Road Materials and Supplies	127	004000	55300	541		51,453
Subtotal					<b>51,453</b>	<b>51,453</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>Sidewalk Program District 5</b>						
Sidewalk Fees	127	005000	363243	000	5,940	
Pool Interest Allocation	127	005000	361111	000	57	
Road Materials and Supplies	127	005000	55300	541		5,997
Subtotal					<b>5,997</b>	<b>5,997</b>
<b>Friends Library Endowment</b>						
Revenue	127	913115	337716	000	30,525	
Pool Interest Allocation	127	913115	361111	000	146	
Other Contractual Services	127	913115	53400	571		2,184
Promotional Activities	127	913115	54800	571		615
Operating Supplies	127	913115	55200	571		45
Books, Publications and Library Materials	127	913115	56600	571		27,827
Subtotal					<b>30,671</b>	<b>30,671</b>
<b>Van Brunt Library Trust</b>						
Revenue	127	913200	337725	000	169,801	
Pool Interest Allocation	127	913200	361111	000	2,046	
Other Contractual Services	127	913200	53400	571		171,847
Subtotal					<b>171,847</b>	<b>171,847</b>
<b>Tree Bank</b>						
Tree Bank Donations	127	921053	337410	000	65,206	
Pool Interest Allocation	127	921053	361111	000	161	-
Road Materials and Supplies	127	921053	55300	541		65,367
Subtotal					<b>65,367</b>	<b>65,367</b>
<b>Miccosukee Community Center Fees</b>						
Revenue	127	921116	347200	000	7,871	
Pool Interest Allocation	127	921116	361111	000	21	
Improvements Other than Buildings	127	921116	56300	572		7,892
Subtotal					<b>7,892</b>	<b>7,892</b>
<b>Chaires Community Center Fees</b>						
Revenue	127	921126	347200	000	11,815	
Pool Interest Allocation	127	921126	361111	000	28	
Improvements Other than Buildings	127	921126	56300	572		11,843
Subtotal					<b>11,843</b>	<b>11,843</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>Woodville Community Center Fees</b>						
Revenue	127	921136	347200	000	25,190	
Pool Interest Allocation	127	921136	361111	000	66	
Improvements Other than Buildings	127	921136	56300	572		25,256
Subtotal					<b>25,256</b>	<b>25,256</b>
<b>Ft. Braden Community Center Fees</b>						
Revenue	127	921146	347200	000	22,751	
Pool Interest Allocation	127	921146	361111	000	60	
Improvements Other than Buildings	127	921146	56300	572		22,811
Subtotal					<b>22,811</b>	<b>22,811</b>
<b>Bradfordville Community Center Fees</b>						
Revenue	127	921156	347200	000	11,085	
Pool Interest Allocation	127	921156	361111	000	27	
Improvements Other than Buildings	127	921156	56300	572		11,112
Subtotal					<b>11,112</b>	<b>11,112</b>
<b>Lake Jackson Community Center Fees</b>						
Revenue	127	921166	347200	000	4,597	
Pool Interest Allocation	127	921166	361111	000	2	
Improvements Other than Buildings	127	921166	56300	572		4,599
Subtotal					<b>4,599</b>	<b>4,599</b>
<b>Wildlife Preservation</b>						
Wildlife Preservation Donations	127	934013	337420	000	2,400	
Pool Interest Allocation	127	934013	361111	000	15	
Aids to Private Organizations	127	934013	58200	537		2,415
Subtotal					<b>2,415</b>	<b>2,415</b>

<u>Account Description</u>	<u>Fund</u>	<u>Org</u>	<u>Acct</u>	<u>Prog</u>	<u>Revenue</u>	<u>Expenditure</u>
<b>EMS/DOH Matching Grant M1072</b>						
Revenue	127	961043	334202	000	2,514	
Pool Interest Allocation	127	961043	361111	000	44	
Training	127	961043	55401	521		2,558
Subtotal					<b>2,558</b>	<b>2,558</b>
<b>EMS/DOH Matching Grant M2006</b>						
Revenue	127	961044	334202	000	21,333	
Training	127	961044	55401	521		21,333
Subtotal					<b>21,333</b>	<b>21,333</b>
<b>EMS/DOH - EMS Equipment C1037</b>						
DOH- Emergency Medical Services	127	961045	334201	000	-	
Pool Interest Allocation	127	961045	361111	000	38	
Machinery and Equipment	127	961045	56400	526		38
Subtotal					<b>38</b>	<b>38</b>
<b>Fund 127 Total</b>					<b>537,109</b>	<b>537,109</b>

FY 2012/2013 Capital Improvement Carry Forwards						
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
<b>Growth Management: Fund 120</b>						
Appropriated Fund Balance	120	000	399900	000	12,208	
Growth Management Technology	120	076055	56400	524		12,208
<b>Growth Management Subtotal</b>					<b>12,208</b>	<b>12,208</b>
<b>Emergency Medical Services: Fund 135</b>						
Appropriated Fund Balance	135	000	399900	000	4,274	
Emergency Medical Services Technology	135	076058	56400	526		4,274
<b>Emergency Medical Services Subtotal</b>					<b>4,274</b>	<b>4,274</b>
<b>Municipal Service: Fund 140</b>						
Appropriated Fund Balance	140	000	399900	000	51,661	
Volunteer Fire Department	140	096002	56200	522		51,661
<b>Municipal Service Subtotal</b>					<b>51,661</b>	<b>51,661</b>
<b>Bank of America: Fund 165</b>						
Appropriated Fund Balance	165	000	399900	000	1,035,078	
BOA Renovations	165	086025	56200	519		1,035,078
<b>Bank of America Subtotal</b>					<b>1,035,078</b>	<b>1,035,078</b>
<b>Capital Improvement: Fund 305</b>						
Appropriated Fund Balance	305	000	399900	000	14,795,208	
General Vehicle & Equipment	305	026003	56400	519		104,693
Stormwater Vehicle & Equipment	305	026004	56400	538		12,382
Fleet Management Shop Equipment	305	026010	56400	519		55,000
Woodville Community Park	305	041002	56200	572		50,000
Ft. Braden Community Park	305	042005	56201	572		49,051
Fred George Park	305	043007	56300	572		71,132
Okeeheepkee Prairie Park	305	043008	56300	572		315,000
Stoneler Road Park	305	043010	56300	572		145,916
Northeast Community Park	305	044001	56100	572		60,000
Miccosukee Park	305	044002	56300	572		663,779
Miccosukee Greenways	305	044003	56300	572		28,675
Apalachee Parkway Regional Park	305	045001	56300	572		480,539
Pedrick Pond Stormwater Reuse Irrigation System	305	045007	56300	572		204,104
Parks Capital Maintenance	305	046001	56300	572		344,263
Playground Equipment Replacement	305	046006	56300	572		137,902
New Vehicle and Equipment for Parks/Greenways	305	046007	56400	572		16,633
Athletic Field Lighting	305	046008	56300	572		22,866
Greenways Capital Maintenance	305	046009	56300	572		25,678
St. Marks Headwaters	305	047001	56300	572		123,944
St. Marks Headwaters	305	047001	56400	572		75,000
Transportation and Stormwater Improvements	305	056010	56300	541		3,409,427
Killearn Lakes Stormwater	305	064006	56300	538		200,000
Stormwater Structure Inventory and Mapping	305	066003	56300	538		632,514
TMDL Flood Control	305	066004	56300	538		50,000
Stormwater Filter Repair Equipment	305	066026	56300	562		75,124
Financial Hardware and Software	305	076001	56400	519		24,588
Digital Phone Systems	305	076004	56400	519		31,807
File Server Maintenance	305	076008	56410	519		59,757
Geographic Information Systems	305	076009	56490	539		87,873
Library Services Technology	305	076011	56400	571		20,426
Permit & Enforcement Tracking System	305	076015	56400	537		249,133
Technology in Courtrooms	305	076023	56400	519		45,675
User Computer Upgrades	305	076024	56400	519		53,641
Work Order Management	305	076042	56400	519		16,702
State Attorney Technology	305	076047	56410	519		20,748
Records Management	305	076061	56400	519		84,119
E-Filing System for Court Documents	305	076063	56400	519		138,200
MIS Data Center/Elevator Halon System	305	076064	56400	519		70,000
Lake Jackson Library/Huntington Oaks Plaza: Facilities	305	083001	56208	571		141,919
Lake Jackson Library: Library Furnishings	305	083001	56209	571		28,173
Lake Jackson Library: Improvement other than Bldg	305	083001	56400	571		41,040

Account Description	Fund	Org	Account	Program	Revenue	Expenditure
Courtroom Renovations	305	086007	56200	519		115,894
Architectural and Engineering Services	305	086011	56200	519		29,273
Courthouse Security	305	086016	56200	519		18,202
Courthouse Repairs	305	086024	56200	519		261,385
BOA Renovations	305	086025	56200	519		85,908
Parking Lot Maintenance	305	086033	56300	519		261,218
Elevator Generator Upgrades	305	086037	56300	519		456,488
Emissions Reduction and Energy Conservation	305	086041	56300	519		136,973
Main Library Improvements	305	086053	56300	571		155,325
Centralized Storage Facility	305	086054	56201	519		96,773
Emergency Medical Services Facilities	305	096008	56200	526		934,368
Elections Equipment	305	096015	56400	513		1,681,120
Public Safety Complex Joint Dispatch: Facilities	305	096016	56200	529		318,660
Public Safety Complex Joint Dispatch: MIS	305	096016	56400	529		1,694,993
Capital Grant Match	305	096019	56300	559		81,205
<b>Capital Improvement Subtotal</b>					<b>14,795,208</b>	<b>14,795,208</b>
<b>Gas Tax: Fund 306</b>						
Appropriated Fund Balance	306	000	399900	000	2,885,446	
Public Works: Vehicle & Equipment Replacement	306	026005	56400	541		248,524
Miccosukee Road Safety Improvements	306	055009	56300	541		375,000
Transportation and Stormwater Improvements	306	056010	56300	541		1,500,000
Local Road Resurfacing	306	057005	56300	541		1,143
Bradfordville Pond 4 Outfall Stabilization	306	064005	56100	538		278,317
Bradfordville Pond 4 Outfall Stabilization	306	064005	56300	538		478,917
Work Order Management	306	076042	56400	541		3,545
<b>Gas Tax Subtotal</b>					<b>2,885,446</b>	<b>2,885,446</b>
<b>Local Option Sales Tax: Fund 308</b>						
Appropriated Fund Balance	308	000	399900	000	14,185,383	
OGCM Stabilization	308	026006	56300	541		184,147
Pullen-Old Bainbridge Intersection	308	053002	56300	541		546,489
Bannerman - Thomasville to Meridian	308	054003	56300	541		538,028
Beechridge Trail Improvements	308	054010	56300	541		581,538
Arterial/Collector Resurfacing	308	056001	56300	541		2,471,494
Intersection Safety and Improvements	308	057001	56300	541		6,424,492
Local Road Resurfacing	308	057005	56300	541		97,134
Jail Partial Roof Replacement	308	086031	56200	523		3,342,061
<b>Local Option Sales Tax Subtotal</b>					<b>14,185,383</b>	<b>14,185,383</b>
<b>Extended Local Option Sales Tax: Fund 309</b>						
Appropriated Fund Balance	309	000	399900	000	6,454,082	
Natural Bridge Road	309	051006	56300	541		44,255
Springhill Road Bridge	309	051007	56300	541		190,224
Talpeco Road and Highway 27 North	309	053005	56300	541		226,928
Community Safety and Mobility	309	056005	56300	541		1,126,158
Lake Munson Restoration	309	062001	56300	538		268,146
Lakeview Bridge	309	062002	56300	538		760,389
Longwood Subdivision Retrofit	309	062004	56100	538		223,578
Killearn Acres Drainage	309	064001	56300	538		452,361
Killearn Lakes Stormwater	309	064006	56300	538		644,408
Lafayette Street Stormwater	309	065001	56300	538		2,517,635
<i>Subtotal</i>					<b>6,454,082</b>	<b>6,454,082</b>
Blueprint Joint Participation Agreement (JPA) Rev.	309	000	343916	000	7,781,277	
Gum Road Target Planning Area	309	062005	56300	538		2,148,474
Lexington Regional SWMF	309	063005	56100	538		4,822,953
Blueprint 2000 Water Quality Enhancements	309	067002	56300	538		809,850
<i>Subtotal</i>					<i>7,781,277</i>	<i>7,781,277</i>
<b>Extended Local Option Sales Tax Subtotal</b>					<b>14,235,359</b>	<b>14,235,359</b>
<b>2003A &amp; 2003B Construction Fund: Fund 311</b>						
Appropriated Fund Balance	311	000	399900	000	153,301	
Courthouse Repairs	311	086024	56200	519		153,301
<b>2003A &amp; 2003B Construction Fund Subtotal</b>					<b>153,301</b>	<b>153,301</b>



Account Description	Fund	Org	Account	Program	Revenue	Expenditure
<b>1999 Bond Construction Fund: Fund 318</b>						
Appropriated Fund Balance	318	000	399900	000	456,679	
Okeeheepkee Prairie Park	318	043008	56300	572		441,638
Elections Equipment	318	096015	56400	513		15,041
<b>1999 Bond Construction Fund Subtotal</b>					<b>456,679</b>	<b>456,679</b>
<b>2005 Bond Construction Fund: Fund 320</b>						
Appropriated Fund Balance	320	000	399900	000	711,639	
Courthouse Repairs	320	086024	56200	519		711,639
<b>2005 Bond Construction Fund Subtotal</b>					<b>711,639</b>	<b>711,639</b>
<b>Impact Fee - Countywide Road District: Fund 341</b>						
Appropriated Fund Balance	341	000	399900	000	1,736,912	
North Monroe Turn Lane	341	053003	56300	541		1,736,912
<b>Impact Fee - Countywide Road District Subtotal</b>					<b>1,736,912</b>	<b>1,736,912</b>
<b>Impact Fee - NW Urban Collector: Fund 343</b>						
Appropriated Fund Balance	343	000	399900	000	370,278	
Pullen-Old Bainbridge Intersection	343	053002	56300	541		370,278
<b>Impact Fee - SE Urban Collector Subtotal</b>					<b>370,278</b>	<b>370,278</b>
<b>Impact Fee - SE Urban Collector: Fund 344</b>						
Appropriated Fund Balance	344	000	399900	000	62,498	
Lafayette Street Construction	344	055005	56300	541		62,498
<b>Impact Fee - SE Urban Collector Subtotal</b>					<b>62,498</b>	<b>62,498</b>
<b>Solid Waste: Fund 401</b>						
Appropriated Fund Balance	401	000	399900	000	718,742	
Landfill Improvements	401	036002	56300	534		87,859
Scales/Scalehouse	401	036008	56482	534		72,471
Transfer Station Heavy Equipment	401	036010	56400	534		42,251
Transfer Station: Improvements	401	036023	56300	534		73,786
Solid Waste Master Plan	401	036028	56300	534		100,000
Remedial Action Plan	401	036032	53400	519		307,171
Rural/Hazardous Waste Vehicle	401	036033	56400	534		35,204
<b>Solid Waste Subtotal</b>					<b>718,742</b>	<b>718,742</b>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #6

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of a Proposed Resolution Related to the Provision and Funding of Fire Rescue Services

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Scott Ross, Director, Office of Financial Stewardship

### **Fiscal Impact:**

This item has a fiscal impact. Under the current Interlocal Agreement, the County pays the City approximately \$9.68 million for the provision of fire services to the unincorporated area and advanced life support (ALS) services within the City. Through the one-year extension, the fire services fees will not increase.

### **Staff Recommendation:**

Option #1: Adopt the proposed Resolution related to the provision and funding of fire rescue services (Attachment #1).

## **Report and Discussion**

### **Background:**

Leon County has had a long history of contracting with the City of Tallahassee for the provision of fire rescue services for the unincorporated area of the County. A contract for these services was originally entered into on March 1988. That agreement was amended a number of times through 2005. The agreement contained an automatic five-year renewal clause for an indefinite number of periods, unless either party requested the agreement be terminated 24 months prior to the end of the then current period. On June 13, 2007, the City formerly notified the County of its intent to terminate and renegotiate the then current agreement. Additionally, the City requested that a separate agreement relating to Advanced Life Support (ALS) be part of the negotiations. The City and County entered into negotiations and, in April 2009, a new interlocal agreement for an initial term of five years was executed.

The aspects of the agreement addressing Emergency Medical Services are narrowly focused to the City providing ALS services and the County providing overall medical direction for all Basic Life Support (BLS) and ALS services. The Interlocal Agreement provides for a payment from the County to the City for these services.

The Interlocal Agreement provides that a jointly funded rate study would be developed to determine the necessary funding to support the City of Tallahassee's Fire Department budget. The Board established a fire services charge, authorized by Chapter 7, Leon County Code of Laws, for a period of five years. Unincorporated area residents pay the fire services charge, and is collected in one of three methods: 1) on their City utility bill, if they are a customer; 2) a direct bill from the City; or, 3) on the tax bill if they have not paid the direct bill, or they choose to have it placed on their tax bill.

At the March 12, 2013 meeting, the Board exercised the intent to terminate provisions of the Interlocal Agreement. By exercising the intent to terminate provisions, the County was free to enter into a renegotiation with the City regarding an extension to the Interlocal Agreement. If the intent to terminate provisions had not been exercised, then the existing Interlocal Agreement would have automatically renewed for a term of five years and required a new rate study be authorized not less than 18 months prior to the expiration of the current term, and all other terms and conditions would remain the same. The rate study would determine the new fire services fee. The motion approved by the Board at the March 12, 2013 was, as follows:

1. Approve the Resolution to terminate the existing Fire and Emergency Medical Services Interlocal Agreement with the City of Tallahassee.
2. Authorize staff to proceed with a renegotiation with the City of Tallahassee regarding the provision of fire services to the unincorporated area and advanced life support services in the City limits.

At the July 9, 2013 meeting, the Board ratified actions taken at the July 8, 2013 budget workshop regarding an eleven-year extension of the Interlocal Agreement; the first year of which is to be funded at the existing rate for fire services. Specifically, the Board directed staff to move forward with finalizing the extension with the City of Tallahassee as follows:

1. Vote to rescind the action made at the May 28, 2013, Board meeting not to implement the five-cent gas tax.
2. Authorize the County Administrator and City Manager to finalize an extension to the fire services agreement based on the parameters noted in the analysis section of the item in a form approved by the County and City Attorney's Office and authorize execution.
3. Authorize the City Manager and County Administrator to finalize the appropriate interlocal agreements related to the extension of the existing six-cent gas tax under the current allocation and the imposition of the additional five-cent gas under a 50/50 split in a form approved by the County and City Attorney's Office and authorize execution.
4. Authorize the scheduling of a public hearing to levy the additional five-cent gas tax for September 17, 2013 at 6:00 p.m.
5. Authorize the scheduling of a public hearing to amend the MSTU for EMS services to establish the millage cap at 0.75 mills that will allow the Board to address a possible increase in the millage rate as part of a future budget process.
6. Direct staff to prepare a future agenda item to address the allocation of the proposed additional gas tax revenue in support of the County's highest transportation priorities and/or to address the on-going general revenue subsidy to the transportation fund.
7. Direct staff to include \$150,000 in funding for the Palmer Munroe Teen Center for an additional three-year term.

To date, with the exception of item #5, all items have been completed.

**Analysis:**

As directed by the Board, the County Administrator has finalized the Second Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services with the City of Tallahassee (Attachment #2). In order to determine whether extending the Interlocal Agreement for one year, under the existing rates, were reasonable, accurate, and appropriate under law, Leon County retained the services of Governmental Service Group (GSG). GSG conducted the current fire services rate study. As reflected in Attachment #1, Exhibit C (page 62), GSG has concluded that the current study and rates remain appropriate for FY 2014/2015.

Based on the updated rate study, staff recommends approving the proposed Resolution relating to the provision and funding of the fire rescue services, maintaining the current rate schedule. During the interim, and in conjunction with the City of Tallahassee, a new long-term fire service rate study will be conducted, which will establish the appropriate long-term fire service rates.

**Options:**

1. Adopt the proposed Resolution related to the provision and funding of fire rescue services (Attachment #1).
2. Do not adopt the Resolution related to the provision and funding of fire rescue services.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution relating to the provision and funding of fire rescue services
2. Second Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services

**RESOLUTION NO. 13-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS RELATING TO THE  
PROVISION AND FUNDING OF FIRE RESCUE  
SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to provide fire rescue services, facilities and programs, hereinafter “*fire rescue services*,” in the most efficient manner possible in order to promote the health, safety and general welfare of its citizens; and

**WHEREAS**, the County desires to create a uniform financial mechanism for the funding of such *fire rescue services* to its citizens on an equitable basis; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *fire rescue services*; and

**WHEREAS**, the City of Tallahassee and the County have entered into an Interlocal Agreement to administer the provision of *fire rescue services*; and

**WHEREAS**, the Interlocal Agreement by and between the City of Tallahassee and the County provides for the funding and payment for *fire rescue services* by means of the levy and collection of special assessments upon benefited *nongovernment property* and the imposition of fire rescue fee charges on *government property*; and

**WHEREAS**, the Board of County Commissioners desires to adopt a *fire rescue assessment rate resolution* and *fire rescue fee rate resolution* pursuant to Chapter 7, Leon County Code of Laws; and

**WHEREAS**, a rate study was performed on behalf of the City of Tallahassee and Leon County to determine the appropriate funding basis to support a *fire rescue charge*; and

**WHEREAS**, the findings, data and assumptions set forth in the rate study have been reviewed and reverified and it has been determined that the current *fire rescue charge* based upon the rate study remains reasonable, accurate and in accord with those requirements imposed under law for assessments and fees.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

**Section 1. Recitals.** The Recitals set forth above are deemed incorporated herein as if fully set forth below.

**Section 2. Authority.** This Resolution is adopted pursuant to the authority granted the County under Article VIII, Section 1, Florida Constitution, Chapters 125 and 170, Florida Statutes, the Leon County Charter, and other applicable provisions of law.

**Section 3. Definitions.** For purposes of this Resolution, the definitions contained in Section 7-39, Leon County Code of Laws, are incorporated herein by reference.

**Section 4. Resolution.** This Resolution shall constitute the *fire rescue assessment rate resolution* and the *fire rescue fee rate resolution* as described in Sections 7-42 and 7-43, Leon County Code of Laws.

**Section 5. Provision of Fire Rescue Services.** The County provides *fire rescue services* for the benefit of all parcels of improved property located within the unincorporated areas of the County effective October 1, 2009. All or a portion of the cost to provide such *fire rescue services* shall be funded from proceeds of the *fire rescue charge*.

**Section 6. Legislative Determinations.** It is hereby ascertained, determined, and declared that each parcel of property subject to a *fire rescue charge* located within the unincorporated area of the County shall be specially benefited by the County's provision of *fire*



*rescue services*, in an amount and to a degree not less than the *fire rescue charge* imposed against such parcel, and that such *fire rescue charge* as computed in a manner as set forth in this Resolution constitutes a fair and reasonable charge for the provision of *fire rescue services*. It is hereby further ascertained, determined, and declared that the *fire rescue cost* used to compute the *fire rescue charge* constitutes a reasonable estimation of the five-year average annual cost of providing *fire rescue services* to all parcels of improved property within the unincorporated areas of the County. Lastly, the *fire rescue charge* is based upon the City of Tallahassee/Leon County, Florida, Fire Assessment Memorandum dated June 2009 (“Rate Study”) which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below, and the City of Tallahassee/Leon County Fire Assessment Memorandum dated October 17, 2013, (“Rate Study Update”) which is hereby specifically approved and adopted as Exhibit C, same being attached hereto and incorporated herein as if fully set forth below.

## **Section 7. Fire Rescue Charge.**

**A. Fire Rescue Fee.** A fire rescue fee is hereby imposed upon each improved parcel of *government property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably and fairly related to the cost of providing *fire rescue services* to such *government property* and as such the fire rescue fee constitutes a fair, reasonable, just, and equitable manner for apportioning and allocating the *fire rescue cost for government property*. The fire rescue fee imposed hereby is not a special assessment; it is a fee for services available and rendered to *government property*. The *fire rescue cost for government property* is further determined to be a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to *government property*. The amount of the fire rescue fee

imposed upon *government property* for *fire rescue services* is specifically based upon the Rate Study, Exhibit A, and Rate Study Update, Exhibit C, established pursuant to and in accordance with Section 7-42, Leon County Code of Laws, and shall be as set forth in Exhibit B, Rate Schedule, same being attached hereto and incorporated herein as if fully set forth below, commencing October 1, 2009, annually until otherwise determined by the Board of County Commissioners.

**B. Fire Rescue Assessment.** A *fire rescue assessment* is hereby levied and imposed upon each improved parcel of *nongovernment property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *fire rescue services* and thereby provides an equitably corresponding special benefit to *nongovernment property*. The *fire rescue assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to such *nongovernment property*. It is further ascertained, determined and declared that the *fire rescue assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *assessed property* based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A, and Rate Study Update, Exhibit C, established pursuant to and in accordance with Section 7-43, Leon County Code of Laws. The amount of the *fire rescue assessment* levied and imposed upon *nongovernment property* shall be as set forth in Exhibit B, Rate Schedule, commencing October 1, 2009, annually until otherwise determined by the Board of County Commissioners.

**Section 8. Exempt Property.** The *fire rescue assessment* heretofore imposed upon *nongovernment property* shall not be levied nor imposed against property owned or occupied by

a “religious institution” as that term is defined in Section 170.201(2), Florida Statutes, to the extent same is used as a place of worship.

**Section 9. Collection of Fire Rescue Charge.** The collection of the *fire rescue charge* shall be made pursuant to and in accordance with Section 7-44, Leon County Code of Laws, and is authorized hereby, commencing October 1, 2009.

**Section 10. Effective Date and Applicability.** This Resolution shall have effect upon adoption and shall apply to all *assessed property, government and nongovernment property*, located within the unincorporated area of Leon County.

**DONE, ADOPTED AND PASSED** by the Board of County Commissioners of Leon County, Florida, this 29th day of October, 2013.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
NICHOLAS MADDOX, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
COUNTY ATTORNEY’S OFFICE  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY



report



GOVERNMENT SERVICES GROUP, INC.

Suite 250  
1500 Mahan Drive  
Tallahassee FL 32308

850.681.3717 **T**  
850.224.7206 **F**



# City of Tallahassee/Leon County, Florida

## Fire Assessment Memorandum

JUNE 2009

**Presented by:**

Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
(850) 681-3717  
(850) 224-7206 Fax

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Appendix C—Leon County Property Appraiser Building Improvement Codes and Use Descriptions with  
Assignment of Property Use Category

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Appendix E—Service Zone Map



# Introduction

The City of Tallahassee (City) and Leon County (County) have entered into a professional services agreement with GSG to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund fire services within the incorporated and unincorporated areas of the County (Fire Assessment Project).

The objective of this Fire Assessment Project is to develop and implement an update to the City's current revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis throughout the entire County for Fiscal Year 2009-10. The mechanism for collecting the Fire Fee from governmental properties will remain in effect, however both the City and County will utilize the City's utility bill as the collection method for all non-governmental properties where possible and the City will assist the County in the collection of the fire assessment utilizing both the utility bill and separate bills. This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The work effort, documented by this Assessment Memorandum, focused on the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide fire services within the City and County for Fiscal Year 2009-10. However, the City and County have the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (net of all fire related revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

## BACKGROUND

In 1999, the City adopted a Fire Services Funding Program consisting of two components: a Fire Fee and a Fire Assessment. The goal of the Fire Services Funding Project in 1999 was to design an alternative revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis. The Fire Fee is the funding mechanism that secures recovery of the cost for providing fire services to governmental property. The Fire Assessment is the funding mechanism for non-government property that could be collected on the City's utility bill. The program was updated to account for changes in call data, property data and service delivery in Fiscal Year 2004-05.

Currently, fire services provided within the City are partially funded by an existing fire assessment program, and partially funded through the City's General Revenue Fund and a Fire Service Agreement with the County. The County currently funds the Fire Services Agreement in the unincorporated area through the use of the General Revenue.

The City and County have entered into an interlocal agreement that outlines a plan for functional consolidation of fire rescue services countywide. Included in this agreement are the additional personnel located in Stations 10-14. These additional resources will provide an improved response and improved safety for those personnel responding from those stations. A joint dispatch center will be constructed and dispatch for both the Tallahassee Fire Department and Leon County EMS will be consolidated into a joint dispatch unit. This enhancement will result in response efficiencies both in terms of response times and units dispatched to each incident.

## OBJECTIVES

The City and County retained GSG to develop an annual recurring special assessment program that is capable of funding all of the assessable costs associated with providing fire services. The City will utilize the utility bill for collection of the fire assessment and will assist the County in the collection of the fire assessment utilizing both the utility bill and separate bills. Data available on the ad valorem tax roll was used to develop the Fiscal Year 2009-10 assessment program. GSG has been charged to fully cost the services to be provided by the City and County, develop a fair and reasonable apportionment methodology for such assessable costs, and determine assessment rates and parcel classifications that are accurate, fair and reasonable.

The fire non-ad valorem assessments must meet the Florida case law requirements for a valid special assessment. These requirements include the following:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

The work effort of this project required the evaluation of data obtained from the City and County to develop a fire assessment program that focuses upon the proposed Fiscal Year 2009-10 assessable cost calculations. The objectives of this initial effort were to:

- Determine the full costs of providing fire services within the City and County.
- Review such final cost determination with the City and County to determine which elements provide the requisite special benefit to the assessed properties.
- Determine the relative benefit anticipated to be derived by categories of property use within the County from the delivery of fire services.
- Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property use.
- Calculate assessment rates and parcel classifications for Fiscal Year 2009-10 based on the Fiscal Year 2007-08 adopted budget adjusted for year over year increases.



# Service Description and Assessable Cost Calculations

The fire services apportionment methodology allocates assessable costs on the basis of the anticipated demand for fire services by categories of private, real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The assessable fire costs are allocated among private, real property use categories based upon the historical demand for these services. This demand is identified by examining the fire incident data as reported by the City to the State Fire Marshal's office.

The fire services apportionment methodology for governmental parcels allocates billable costs to provide fire services based upon the actual historical demand for these services by each government owner (ie. City, County, State, Federal, etc.), as reflected by the incident data reported by the City.

## SERVICE DELIVERY DESCRIPTION

The City Fire Rescue Department facilities inventory is comprised of 15 fire rescue stations and a training facility. The County's facility inventory consists of 5 volunteer fire stations. One of the volunteer stations is co-located at Station 15 and volunteer apparatus are located at stations 10 through 15. County EMS substations are co-located at city stations 12, 13 and 14. Table 1 identifies the City and County fire rescue buildings/facilities inventory, as well as the corresponding physical location address for the facility.

**Table 1**  
**Fire Rescue Department Buildings/Facility Inventory**

Station	Address
Station #1	327 North Adams Street Tallahassee, FL 32301
Station #2	2805 Sharer Road Tallahassee, FL 32302
Station #3	3005 South Monroe Street Tallahassee, FL 32301
Station #4	2899 West Pensacola Street Tallahassee, FL 32304
Station #5	3238 Capital Circle Southwest Tallahassee, FL 32304
Station #6	2901 Apalachee Parkway Tallahassee, FL 32311
Station #7	2805 Shamrock South Tallahassee, FL 32308

Station	Address
Station #8	2423 Hartsfield Road Tallahassee, FL 32304
Station #9	3209 Thomasville Road Tallahassee, FL 32312
Station #10	5323 Tower Road Tallahassee, FL 32303
Station #11	8752 Centerville Road Tallahassee, FL 32308
Station #12 (EMS Substation)	4701 Chaires Cross Road Tallahassee, FL 32311
Station #13 (EMS Substation)	1555 Oak Ridge Road Tallahassee, FL 32311
Station #14 (EMS Substation)	16614 Blountstown Highway Tallahassee, FL 32310
Station #15	1445 Bannerman Road Tallahassee, FL 32312
VFD Station #11A	15210 Mahan Drive Tallahassee, FL 32308
VFD Station #11B	11071 Bexhill Lane Tallahassee, FL 32317
VFD Station #30 (EMS Substation)	10541 Valentine Road South Tallahassee, FL 32317
VFD Station #31 (EMS Substation)	155 East Oakridge Tallahassee, FL 32305
VFD Station #32	16614 Blountstown Highway Tallahassee, FL 32312

Source: City of Tallahassee/Leon County

The City of Tallahassee Fire Rescue Department provides standard fire suppression, medical services, hazmat response, technical rescue, airport capabilities, state disaster response, emergency response and disaster preparedness, fire prevention and safety education. There are five City stations that provide Advanced Life Support (ALS) services in coordination with Leon County EMS. The remaining ten stations provide Basic Life Support (BLS) services.

The City currently provides dispatch services for fire services and the County currently provides dispatch services for EMS services. However, the City and County have committed to creating a joint dispatch operation that is expected to begin in Fiscal Year 2010-11. Initial joint dispatch functions will be achieved through a temporary, virtual solution. This virtual dispatch solution will remain in place until a new joint dispatch facility is constructed and operations move to the new location. The target date for the completion of the joint dispatch facility is Fiscal Year 2011-12.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure.

**Table 2**  
**City of Tallahassee/Leon County Fire Rescue Department Organizational Chart**

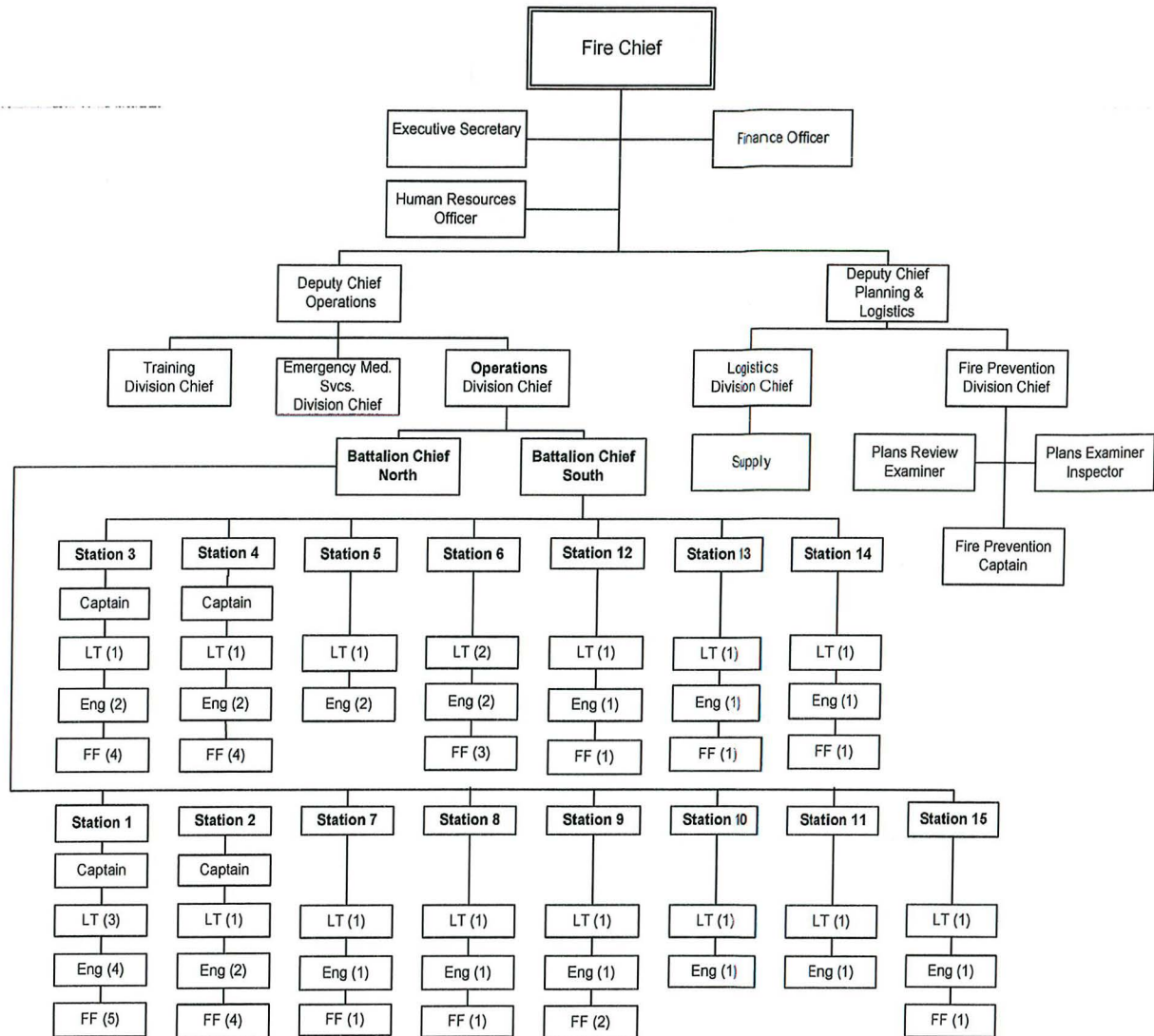




Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the "Development of Factors" section of this Assessment Memorandum.

**Table 3**  
**Fire Rescue Department Apparatus Normal Staffing Requirements**

<b>Tallahassee Fire Department</b>	
<b>Apparatus</b>	<b>Typical Staffing</b>
Aerial	3-4 personnel
Pumper	3-4 personnel
Ford F-250 With Service Body	1 personnel
Ford Expedition	1 Personnel
Rescue	1-2 Personnel
Air Truck	1 Personnel
Haz Mat Mule	2 Personnel
Brush Truck	1 Personnel
Rescue Boat	2 Personnel
Tanker	1 Personnel
<b>Leon County EMS</b>	
<b>Apparatus</b>	<b>Typical Staffing</b>
Ambulance	2 Personnel

Source: City of Tallahassee/Leon County

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department's apparatus. This information is used to determine the square footage cap for non-residential properties.

**Table 4**  
**Fire Rescue Department Apparatus Fire Flow**

<b>Location</b>	<b>Apparatus</b>	<b>Fire Flow (GPM)</b>
Station 1	1994 E-One 1500 Tanker	1,500
	1996 E-One Air and Light	N/A
	1996 E-One Teleboom	1,500
	2002 E-One Bronto	1,500
	2003 E-One Rescue Pumper	1,500
Station 2	1996 E-One Haz-Mat	N/A
	1998 Pace 16ft. Trailer	N/A
	2007 Ford Expedition	N/A
	2001 E-One Platform	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Pumper	1,500
Station 3	1994 Rescue One Boat	N/A
	2005 Ford 550	N/A
	1996 E-One Medium Rescue	N/A
	1997 E-One 75ft. Aerial	1,500
	2007 Ford Expedition	N/A
	2005 E-One Pumper	1,500

Location	Apparatus	Fire Flow (GPM)
Station 4	1994 Rescue One Boat	N/A
	2007 95 Foot E-One Tower	1,500
	1997 E-One International Heavy Rescue	350
	1998 16ft. Trailer	N/A
	2002 Ford F-550 Brush Truck	350
	2004 E-One Typhoon Rear Pumper	1,500
	2005 E-One International Air Light Truck	N/A
Station 5*	1994 E-One ARFF	500
	1994 E-One P-23 ARFF	3,300
	1996 E-One P-23 ARFF	3,300
	1997 E-One International Heavy Rescue	350
	1998 Pace 16ft. Trailer	N/A
Station 6	1994 Rescue One Boat	N/A
	1997 95 Foot E-One Tower	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Pumper	1,500
Station 7	2005 E-One Pumper	1,500
Station 8	2005 E-One Pumper	1,500
Station 9	2005 E-One Pumper	1,500
Station 10	1999 E-One International	2,500
	2000 E-One International Interface Pumper	650
Station 11	1996 E-One International Interface	650
	1999 E-One International Tanker	2,500
Station 12	1999 E-One International Tanker	2,500
	2000 E-One International Interface Pumper	650
Station 13	1999 E-One International Tanker	2,500
	2000 E-One International Interface Pumper	650
Station 14	1994 Rescue One Boat	N/A
	2000 E-One International Interface Pumper	650
	2006 E-One International Tanker	1,500
Station 15	1994 Rescue One Boat	N/A
	2000 Ford F-450 Brush Truck	350
	2003 E-One Rescue Pumper	1,500
<b>Total GPM</b>		<b>47,950</b>
Location	Apparatus	Fire Flow (GPM)
	Leon County Ambulance/Vehicles (24)	N/A

Source: City of Tallahassee/Leon County

\* Pumping capacity for Station 5 is not included in total because those apparatus are dedicated to the airport.

The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Rescue Department can pump to a first alarm non-residential fire. As outlined by Table 4 above, the pumping capacity of the City's Fire Rescue Department is 47,950 gallons per minute. Accordingly, based on National Fire Protection Association fire fighting standards for fire-flow, the Fire Department currently

has sufficient fire-flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet.<sup>1</sup> Table 5 details the Fire Rescue Department's response protocol.

**Table 5**  
**City of Tallahassee/Leon County Fire Rescue Minimum Response Protocol**

<b>Call Type</b>	<b>Typical Zone 1 Response</b>
Medical	Engine (1)
Vehicle Accident	Engine (1)
Vehicle Accident with Extraction	Engine (2), Battalion Chief (1)
Residential Fire	Engines (2), Truck(1), Battalion Chief (1)
Residential/Building Alarm	Engine (1)
Commercial Fire	Engines (2), Truck (1), Battalion Chief (1)
Hazardous Material	Engines (2), Tanker (1), Truck (1), Haz-Mat (1), Battalion Chief (1)
Service Calls	Engine (1)
<b>Call Type</b>	<b>Typical Zone 2 Response</b>
Medical	Rescue (1)
Vehicle Accident	Rescue (1), Tanker (1)
Vehicle Accident with Extraction	Rescue (1), Battalion Chief (1), Engine or Tanker (2)
Residential Fire	Engines (1), Tankers (2), Battalion Chief(1), Rescue (1), Truck (1)
Residential/Building Alarm	Rescue (1), Tanker (1)
Commercial Fire	Engines (2), Truck (1), Battalion Chief (1), Rescue (1), Tanker (1)
Hazardous Material	Engines (2), Tanker (1), Truck (1), Haz-Mat (1), Battalion Chief (1), Rescue (1)
Service Calls	Engine (1), Tanker (1)

Source: City of Tallahassee/Leon County

## DEVELOPMENT OF FACTORS

### FIRE SERVICES V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In August 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, GSG has developed a methodology that removes the costs associated with emergency medical services. The apportionment methodology only utilizes fire incident report data related to non-EMS calls.

The proposed Fiscal Year 2009-10 projected departmental costs were allocated between fire rescue and emergency medical services because of the Florida Supreme Court's opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) does not provide a special benefit to property. Accordingly, the fire rescue costs were split from emergency medical service costs based on the following general guidelines.

<sup>1</sup> Source: National Fire Protection Association, "NFPA 1 Uniform Fire Code, 2006, Annex H, Table H, 5.1."



## DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly to fire, direct allocations were made. For example, all costs associated with "RR&I Transfer (Hydrant Replacement)," "Volunteer Fire Department," and "Airport Fire Protection" were allocated entirely to fire. All costs directly related to emergency medical services were removed entirely.

## ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. Because of the addition of six (6) combat positions to the City Fire Rescue Department that will be located at Stations 10 – 14 commencing October 1, 2009, the City's existing staffing pattern will be revised. These changes will allow the City, under optimal staffing, to operate with 69 non-EMS personnel and 11 EMS personnel, for a total of 80 combat personnel within the proposed funding timeframe (by Fiscal Year 2013-14). This optimal staffing yields an 86.3% percent non-EMS Administrative Factor.

This percentage was then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the personnel expenditures for salaries and benefits, and the line item expenditures for "Advertising," "Indirect Costs," "Human Resource Expense" and "Debt Service" to determine the fire service costs of these line items.

## OPERATIONAL FACTOR

Other assessable cost line items may also be allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls, and this ratio which is based on the City's Fire Rescue Department's operations, was then applied to certain budget line items such as "Gasoline" and "Vehicle Garage Expense".

To develop the Operational Factor, GSG obtained fire rescue incident data identifying the number of fire rescue calls made to property categories within the entire County over a one-year period. The City fire rescue incident data was used to determine the demand for fire rescue services. GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar year 2007.

The State Fire Marshal's office uses the Florida Fire Incident Reporting System (FFIRS). This system is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner. Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. Appendix A provides a codes list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

The ratio between non-EMS (i.e. fire) calls and EMS calls is then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be administratively allocated. For calendar year 2007, the City reported 24,547 total fire rescue incident calls to FFIRS, of which 9,122 were non-EMS (i.e. fire) calls and 15,425 were EMS calls. This information results in a 37.16% non-EMS Operational Factor.

## ASSESSABLE COST CALCULATIONS

The fire services assessable cost calculations for Fiscal Years 2009-10 through 2013-14 are based on the following assumptions for the purpose of this Fire Assessment Memorandum.

- Unless more accurate information was available, a three percent annual increase was applied across all "Personnel Services" and all "Operating Expenditures." No increase was applied to revenues.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire services, such as "Fire Inspection Fees," "Forfeited Discounts," "Firefighters Supplemental," and contract for service revenues that are allocated to the fire budget.
- All costs associated with providing contract services to the Tallahassee Regional Airport were included in the assessable budget with the corresponding contract revenues removed from the assessable budget calculations.
- The line item "Under Collection Rate for Separate Bill" and "Under Collection Rate for Utility Bill" under "Additional Costs" reflects a 95% collection rate of the Fire Services Assessment is a reserve for under collection.
- The line item "GSG Study/Annual/Update" under "Operating Expenditures" is the costs associated with the development of the initial assessment study as well as the recurring annual costs and update costs in year five. These costs are reimbursable through the assessment program.
- All costs associated with fire hydrant maintenance were provided by City staff. These costs were included as 100% fire costs and are reflected in each year's budget.
- Any payments historically exchanged between the City and County for fire services were not included in the assessable budget.
- The costs associated with providing an additional firefighter to each of the rural fire stations (10-14) were included in the assessable budget.
- The costs associated with supporting the volunteer fire departments were included as 100% fire costs and are included in the assessable budget.



Table 6 provides a calculation of the assessable costs for Fiscal Year 2009-10 based on an application of the above factors to the Fiscal Year 2008-09 Adopted Budget. The calculation yields an assessable cost of \$29,058,003 for Fiscal Year 2009-10.

**Table 6**  
**Fire Services Assessable Cost Calculations (FY 2009-10)**

	FY 09-10 Proforma Budget	FY 09-10 Assessable Budget
<b>Personnel Services</b>		
Salaries	\$12,978,263	\$11,273,505
Capitalized Wages	(\$34,976)	(\$30,167)
Salary Enhancements	\$542,335	\$470,748
Firefighter Holiday Pay	\$855,272	\$740,543
Temporary Wages	\$7,725	\$7,725
Overtime	\$494,961	\$432,137
Other Salary Items	\$323,218	\$280,399
Pension-Current	\$2,279,993	\$1,979,050
Pension-MAP	\$41,509	\$37,262
Mandatory Medicare	\$135,019	\$117,312
Health Benefits	\$1,550,864	\$1,346,144
Health Benefits-Retirees	\$580,766	\$500,910
Flex Benefits	\$100,759	\$88,383
<b>Total Personnel Services</b>	<b>\$19,855,707</b>	<b>\$17,243,952</b>
<b>Operating Expenditures</b>		
Advertising	\$1,663	\$1,576
Cleaning & Laundry	\$14,302	\$12,915
Reproduction	\$5,780	\$2,684
Unclassified Professional Svcs	\$25,740	\$22,200
Equipment Repairs	\$43,926	\$27,493
Medical Services	\$67,012	\$-
Unclassified Contract Svcs	\$276,471	\$133,464
Computer Software	\$3,281	\$2,829
Telephone	\$27,018	\$22,513
Chem-Med-Lab	\$43,713	\$2,266
Food	\$629	\$543
Gasoline	\$99	\$37
Office Supplies	\$21,542	\$14,508
Uniforms & Clothing	\$126,906	\$109,397
Unclassified Supplies	\$141,938	\$91,347
Travel & Training	\$64,506	\$42,484
Journals & Books	\$15,392	\$13,607
Memberships	\$3,069	\$2,851
Certificates & Licenses	\$206	\$178
Rent Expense-Machines	\$12,756	\$8,166
Unclassified Charges	\$54,075	\$46,640
Bad Debt Expense	\$31,782	\$27,412
Unclassified Equipment	\$113,712	\$88,838
Human Resource Expense	\$409,930	\$355,686
Accounting Expense	\$98,817	\$83,633
Purchasing Expense	\$29,496	\$25,228
Information Systems Expense	\$1,541,214	\$1,334,838
Risk Management Expense	\$239,306	\$206,401
Radio Communications Expense	\$123,962	\$106,917
Revenue Collection Expense	\$62,515	\$53,919
Utility Service Expense	\$1,150,000	\$1,150,000
Vehicle Garage Expense	\$689,491	\$269,289
Vehicle Fuel	\$325,078	\$281,904
Vehicle Replacement	\$600,000	\$517,500
Utilities-Sewer	\$14,873	\$12,828

	FY 09-10 Proforma Budget	FY 09-10 Assessable Budget
Utilities-Sanitation	\$8,210	\$7,081
Utilities-Stormwater	\$15,985	\$13,787
Utilities-Gas	\$40,479	\$34,913
Utilities-Water	\$14,765	\$12,735
Utilities-Electric	\$208,490	\$179,822
Utilities-Fire Services	\$7,597	\$6,553
Indirect Costs	\$552,956	\$476,924
Debt Service Transfer	\$693,181	\$597,868
RR&I Transfer (Hydrant Replacement)	\$100,000	\$100,000
Fire Hydrant Maintenance Expense	\$1,019,626	\$1,019,626
Vol Fire Dept County	\$482,479	\$482,479
Add'l Personnel Stations 10-14	\$916,079	\$790,118
Airport Fire Protection	\$916,061	\$916,061
GSG Study/Annual/Update	\$-	\$195,000
Notice Costs	\$-	\$-
<b>Total Operating Expenditures</b>	<b>\$11,356,107</b>	<b>\$9,905,060</b>
<b>Capital Outlay</b>		
City	\$1,353,400	\$1,325,900
Virtual Dispatch Center	\$500,000	\$431,250
<b>Total Capital Outlay</b>	<b>\$1,853,400</b>	<b>\$1,757,150</b>
<b>Total Expenditures</b>	<b>\$33,065,214</b>	<b>\$28,906,162</b>
<b>Revenues</b>		
City-Fire Inspection Fees	\$320,000	\$320,000
City-Firefighters Supplemental	\$30,000	\$30,000
City-Airport	\$916,061	\$916,061
City-Forfeited Discounts	\$35,000	\$35,000
<b>Total Revenues</b>	<b>\$1,301,061</b>	<b>\$1,301,061</b>
Total Expenditures	\$33,065,214	\$28,906,162
Less Total Revenues	(\$1,301,061)	(\$1,301,061)
<b>Total Net Expenditures before Additional Costs</b>	<b>\$31,764,153</b>	<b>\$27,605,101</b>
<b>Additional Costs</b>		
Separate Monthly Bill		\$-
Under Collection Rate for separate bill (5%)		\$392,284
Under Collection Rate for utility bill (5%)		\$1,060,618
<b>Total Additional Costs</b>		<b>\$1,452,902</b>
<b>Total Assessable Costs</b>		<b>\$29,058,003</b>

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2009-10 through Fiscal Year 2013-14 as well as the five-year average Fire Services Assessment Program cost.

**Table 7**

**Fire Services Assessable Cost Calculations Proforma Five-Year Average (FY 2009-10 thru FY 2013-14)**

	<b>FY 09-10 Assessable Budget</b>	<b>FY 10-11 Assessable Budget</b>	<b>FY 11-12 Assessable Budget</b>	<b>FY 12-13 Assessable Budget</b>	<b>FY 13-14 Assessable Budget</b>	<b>Five-Year Average Assessable Budget</b>
Total Personnel Services	\$17,243,952	\$17,761,270	\$18,294,108	\$18,842,932	\$19,408,220	\$18,310,096
Total Operating Expenditures	\$9,905,060	\$9,966,877	\$10,921,407	\$11,217,971	\$11,625,272	\$10,727,317
Total Capital Outlay	\$1,757,150	\$172,500	\$172,500	\$172,500	\$172,500	\$489,430
<b>Total Expenditures</b>	<b>\$28,906,162</b>	<b>\$27,900,647</b>	<b>\$29,388,015</b>	<b>\$30,233,403</b>	<b>\$31,205,991</b>	<b>\$29,526,844</b>
<b>Total Revenues</b>	<b>\$1,301,061</b>	<b>\$1,301,061</b>	<b>\$1,301,061</b>	<b>\$1,301,061</b>	<b>\$1,301,061</b>	<b>\$1,301,061</b>
<b>Total Net Expenditures before Additional Costs</b>	<b>\$27,605,101</b>	<b>\$26,599,586</b>	<b>\$28,086,954</b>	<b>\$28,932,342</b>	<b>\$29,904,930</b>	<b>\$28,225,783</b>
<b>Total Additional Costs</b>	<b>\$1,452,902</b>	<b>\$1,399,980</b>	<b>\$1,478,262</b>	<b>\$1,522,756</b>	<b>\$1,573,944</b>	<b>\$1,485,569</b>
<b>Total Assessable Costs</b>	<b>\$29,058,003</b>	<b>\$27,999,566</b>	<b>\$29,565,216</b>	<b>\$30,455,098</b>	<b>\$31,478,874</b>	<b>\$29,711,351</b>



# Determination of Fire Services Demand

## INCIDENT DATA

GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar year 2007. The City uses the Florida Fire Incident Reporting System (FFIRS) to record its fire rescue incidents. The FFIRS is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the FFIRS, "type of situation found," identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a code list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the FFIRS, "fixed property use," identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Leon County Property Appraiser on the ad valorem tax roll. Appendix B provides a code list for the "fixed property use" as recorded on the fire rescue incident reports.

GSG analyzed the calendar year 2007-fire rescue incident data from the FFIRS files to evaluate trends and determine if aberrations were present. The fire rescue incident data for calendar year 2007 represents 24,625 fire rescue incidents. All fire rescue incidents were geo-coded to the addresses listed in the FFIRS reports. The geo-coding of calls identified those calls that were made to government owned properties.

Of the 24,625 fire rescue incidents, 78 incidents were duplicates and were removed. Of the remaining 24,547 fire rescue incidents, there were 15,425 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 15,425 EMS type incidents were not included in the analysis.

Of the remaining 9,122 fire type incidents, calls for certain situation found codes were omitted because they were not true incidents, or because they are accounted for under a separate agreement. For example, Station 5, located at the Tallahassee Regional Airport, is funded through a separate budget source. Accordingly, calls reported by Station 5 for runway checks, required by the Federal Aviation Authority, were omitted from the analysis. Additionally, some examples of the situation found codes that did not represent true calls for service were "public service," "alarm system activated/testing/maintenance," "training/academy" and "pre-fire planning." There were a total of 2,120 incidents with these type of situation found codes that were not included in the data set.

There are certain fire incidents that could not be assigned to a specific property or parcel. These calls represent non-specific type incidents, which are incidents that either could not be correlated to a specific parcel or calls that involved auto accidents and other types of incidents along roads and highways.

Of the 7,002 remaining fire type incidents, 5,224 were calls to specific property uses. The remaining 1,778 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 1,778 incidents. Additionally, the level of services required to meet anticipated demand for fire services and the corresponding annual fire services budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property uses.

The suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 142 calls to these two property use categories were removed.

Of the remaining 5,082 fire type incidents, there were 662 calls for service to government properties as identified by addresses or fixed property use codes provided in the FFIRS reports. The costs associated with providing service to government properties was segregated and those government properties will fund fire service through a fee that is determined by the historical demand for service.

Table 8 outlines the property use category assignment of fire type incidents based on the analysis conducted by GSG.

**Table 8**  
**Fire Calls by Category (Calendar Year 2007)**

Property Category	Number of Fire Incidents	Percentage of Total Incidents
Single-Family Residential	2,146	42.23%
Multi-Family Residential	841	16.55%
Commercial	1,058	20.82%
Industrial/Warehouse	48	0.94%
Institutional	327	6.43%
College - FSU	182	3.58%
College - FAMU	152	2.99%
College - TCC	1	0.02%
Government - Federal	5	0.10%
Government - State	79	1.55%
Government - Leon County	24	0.47%
Government - City of Tall	35	0.69%
Government - Fire Stations	8	0.16%
Government - Leon County Industrial Park	10	0.20%
Tallahassee Leon County Civic Center	1	0.02%
Educational - School Board	133	2.62%
Tallahassee Housing Authority	7	0.14%
Leon County Research and Development TIITF Authority	18	0.35%
Educational - Lively Vo-Tech	7	0.14%
<b>Total</b>	<b>5,082</b>	<b>100.00%</b>

Source: City of Tallahassee/Leon County Fire Rescue Department (2007).

## PROPERTY DATA

GSG obtained information from the ad valorem tax roll from the Leon County Property Appraiser's office to develop the assessment roll. Each building within the City and the County on the ad valorem tax roll was assigned to one or more of the property use categories based on their assignment of use by the Leon County Property Appraiser or verification of use obtained through field research. A list of building improvement codes used by the Leon County Property Appraiser and their assignment to a property use category is provided as Appendix C.

The Single-Family Residential Property Use Category includes such properties as single-family dwelling units, duplexes and mobile homes. The Multi-Family Residential Property Use Category includes such



properties as triplexes, quadruplexes, apartments, condominiums, townhouses, and cooperatives. In the event the data was indefinite, the DOR codes were used to clarify mobile home categories and help identify condominium and townhouse buildings. For parcels assigned to the Single-Family Residential and Multi-Family Residential Property Use Categories, GSG utilized the total number of dwelling units as determined from the building files on the ad valorem tax roll or through the use of field research.

The Non-Residential Property Use Category includes commercial, industrial/warehouse, and institutional property uses. For parcels within the Non-Residential Property Use Categories (Commercial, Industrial/Warehouse and Institutional), GSG determined the amount of square footage of the structures using the building files on the ad valorem tax roll or through the use of field research.

For RV parks regulated under Chapter 513, Florida Statutes, in accordance with Sections 166.223 and 125.0168, Florida Statutes, which mandate that cities and counties treat RV parks like commercial property for non-ad valorem assessments levied by the City and County, each RV space within the park was treated as a building of commercial property and assigned the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.



# Computation of Fire Services Assessments

This section of the Memorandum includes the assessment rates as calculated within this Assessment Memorandum. The City and County fire rescue assessment cost calculations provided herein are primarily based on information supplied by the City and County. The assessable cost projections developed by GSG are designed to forecast assessment rates within each property use category for Fiscal Year 2009-10.

## SERVICE ZONES

Service zones were created to reflect the level of service differentiation of a property located in a higher density area that receives fire protection coverage from multiple stations compared a property located in an area generally described as rural and typically serviced by a single fire station. For this purpose, "core stations" were identified and defined as those stations within five road miles of at least two other stations. The creation of a core area was necessary to eliminate the appearance of a higher service level of those properties that may be within five road miles of two stations; however, the location of the property lies between two stations that are nearly ten miles apart.

Those properties included in "Zone 1" were generally located within five road miles of two "core stations." Properties located outside of five road miles of two "core stations" were included in "Zone 2." A map of the service zones is provided in Appendix E.

Calls were plotted, or "geocoded," on a map based upon the address provided in the FFIRS database. Those calls correlated to properties included in "Zone 1," and those calls correlated to properties included in "Zone 2," were aggregated and assigned to the respective zone. Table 9 details the assignment of calls to service zones.

**Table 9**  
**Fire Calls by Zones to Non-Governmental Properties (Calendar Year 2007)**

<b>Zone</b>	<b>Number of Calls to Specific Property Uses</b>
Calls to Zone 1 Properties	3,138
Calls to Zone 2 Properties	1,282

Using the fixed property use codes, the remaining 4,420 fire type incidents corresponding to specific properties were assigned to the following property use categories: single-family residential, multi-family residential, commercial, industrial/warehouse and institutional.

Table 10 outlines the property use category assignment of fire type incidents for non-governmental properties based on the historical demand for service in each zone.

**Table 10**  
**Fire Calls by Category to Non-Governmental Properties (Calendar Year 2007)**

Category	Zone 1		Zone 2	
	Number of Incidents	Percentage of Calls	Number of Incidents	Percentage of Calls
Single-Family Residential	1,050	33.5%	1,096	85.5%
Multi-Family Residential	806	25.7%	35	2.7%
Commercial	954	30.4%	104	8.1%
Industrial/Warehouse	36	1.1%	12	1.0%
Institutional	292	9.3%	35	2.7%
<b>Total</b>	<b>3,138</b>	<b>100.0%</b>	<b>1,282</b>	<b>100.0%</b>

Source: City of Tallahassee/Leon County Fire Rescue Department (2007).

## SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire services, facilities, and programs provided by the City and County provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire services program; and (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire services enhances and strengthens the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property values within the assessable area.

## APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire services based on: (i) the fire services assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and the availability of the data residing on the database; and (iii) the fire rescue incident data.

## COST APPORTIONMENT

The Fiscal Year 2009-10 assessable cost calculation was first apportioned among government and non-government property based upon the historical demand for service. The assessable costs attributable to non-government property was then apportioned among property use categories in each service zone based upon the historical demand for fire services reflected by the fire incident data experienced in each service zone for Calendar Year 2007. This apportionment is illustrated in Table 11.



**Table 11**  
**Cost Apportionment**

Category	Zone 1			Zone 2		
	Total Calls	Percentage	Assessable Costs	Total Calls	Percentage	Assessable Costs
Residential	1,050	33.5%	\$6,138,709	1,096	85.5%	\$6,407,643
Multi-Family	806	25.7%	\$4,712,190	35	2.7%	\$204,624
Commercial	954	30.4%	\$5,577,456	104	8.1%	\$608,025
Industrial/Warehouse	36	1.1%	\$210,470	12	1.0%	\$70,157
Institutional	292	9.3%	\$1,707,146	35	2.7%	\$204,624
<b>Total</b>	<b>3,138</b>	<b>100.0%</b>	<b>\$18,345,970</b>	<b>1,282</b>	<b>100.0%</b>	<b>\$7,495,071</b>

## PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category was further apportioned among the individual buildings of property within each property use category in the manner described in Table 12.

**Table 12**  
**Parcel Apportionment within Property Use Categories**

Category	Parcel Apportionment
Single - Family Residential	Dwelling Unit
Multi - Family Residential	
Non-Residential	Improvement Area Per Building Within Square Footage Ranges
-Commercial	
-Industrial/Warehouse	
-Institutional	

Applying the foregoing parcel apportionment methodology, fire assessment rates were computed for each property use category. The specific methodology, underlying special benefit and fair apportionment assumptions are included below and generally described.

## RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use categories are fair and reasonable. The Residential Property Use Categories includes such properties as single-family dwelling units and multi-family dwelling units.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessable costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of parcel apportionment based upon historical fire call data.

## RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential properties were calculated. The amount of the assessable costs allocable to each residential property was divided by the number of dwelling units in the respective Residential Property Use Category to compute the fire assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 13 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category for each zone.

**Table 13**  
**Parcel Apportionment Residential Property Use Category**

Residential Property Use Category	Number of Dwelling Units-Zone 1	Number of Dwelling Units-Zone 2
Single-Family Dwelling Units	34,375	39,866
Multi-Family Dwelling Units	37,938	4,837

Source: Leon County Property Appraiser (2007).

## NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The Non-Residential Property Use category includes commercial, industrial/warehouse, and institutional property uses. The capacity to handle fires and other emergencies in Non-Residential Property Use category is governed by the following:

- The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Department can pump to a non-residential fire. As outlined by Table 4 above, the pumping capacity of the Fire Department is 47,950 gallons per minute. Accordingly, based on National Fire Protection Association fire fighting standards for fire flow, the Fire Department currently has sufficient fire flow capacity to provide service coverage in the event of a fire involving significant to unlimited square footage.<sup>2</sup> To avoid inefficiency and unnecessary administration, the City and County have elected to use 14 classifications, with a maximum classification of over 100,000 square feet. This application has no material impact on the non-residential parcel apportionment.

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use category is fair and reasonable.

- The risk of loss and demand for fire services availability is substantially the same for structures below a certain minimum size. Because the value and anticipated occupancy of structures below a certain minimum size is less, it is fair, reasonable, and equitable to provide a lesser assessment burden on such structures by the creation of a specific property parcel classification for those parcels.
- The separation of non-residential buildings into square footage classifications is fair and reasonable for the purposes of parcel apportionment because: (i) the absence of a need for precise square footage data within the ad valorem tax records maintained by the property appraiser undermines the use of actual square footage of structures and improvements within each improved building as a basis for parcel apportionment; (ii) the administrative expense and complexity created by an on-site inspection to determine the actual square footage of structures and improvements within each improved parcel assessed is impractical; and (iii) the demand for fire services availability is not precisely determined or measured by the actual square footage of structures and improvements within benefited parcels; and (iv) the classification of buildings within square footage ranges is a fair

<sup>2</sup> Source: National Fire Protection Association, "NFPA 1 Uniform Fire Code, 2006, Annex H, Table H, 5.1"



and reasonable method to classify benefited parcels and to apportion costs among benefited buildings that create similar demand for the availability of fire services.

The parcel apportionment for each Non-Residential Property Use Classification shall include both minimum building classifications and an additional classification of all other buildings based upon the assumed square footage of structures and improvements within the improved parcel. The Non-Residential Property Use Classifications include Commercial, Industrial/Warehouse and Institutional. The following describes the Non-Residential Property parcel apportionment calculation and classification for the Commercial, Industrial/Warehouse and Institutional categories.

## NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use categories will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to buildings within each of the Non-Residential Property Use Classifications was calculated based upon the following building classifications.

- Non-residential buildings with square footage of non-residential improvements less than 1,999 square feet were assigned an improvement area of 1,000 square feet per building. Buildings with square footage of non-residential improvements between 2,000 square feet and 3,499 square feet were assigned an improvement area of 2,000 square feet per building. Buildings with non-residential improvements between 3,500 square feet and 4,999 square feet were assigned an improvement area of 3,500 square feet per building. Buildings with non-residential improvement areas between 5,000 square feet and 9,999 square feet were assigned an improvement area of 5,000 square feet per building. For buildings containing non-residential improvements between 10,000 square feet and 99,999 square feet, assignments of improvement area were made in 10,000 square foot increments.
- For buildings, containing non-residential improvements over 99,999 square feet, an assignment of improvement area of 100,000 was made.

Sections 125.0168 and 166.223, Florida Statutes, relating to special assessments levied on recreational vehicle parks regulated under Chapter 513, Florida Statutes require the following:

- When a city or county levy a non-ad valorem special assessment on a recreational vehicle park regulated under Chapter 513, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under Chapter 513 shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.

Table 14 illustrates the assignment of improvement area under this apportionment methodology for the Commercial, Industrial/Warehouse and Institutional categories.

**Table 14**  
**Fire Services Assessment Parcel Apportionment (Non-Residential Property Use Category)**

Square Foot Tiers	Number of Commercial Buildings		Number of Industrial/Warehouse Buildings		Number of Institutional Buildings	
	Zone 1	Zone 2	Zone 1	Zone 2	Zone 1	Zone 2
≤ 1,999	1325	202	172	62	100	41
2,000 - 3,499	844	125	175	46	84	40
3,500 - 4,999	488	55	118	43	72	30
5,000 - 9,999	704	69	301	71	90	43
10,000 - 19,999	355	37	197	30	72	22
20,000 - 29,999	116	14	60	5	22	3
30,000 - 39,999	65	5	26	2	13	1
40,000 - 49,999	30	4	11	2	7	1
50,000 - 59,999	29	3	8	0	8	0
60,000 - 69,999	15	1	2	0	2	1
70,000 - 79,999	11	0	2	2	4	1
80,000 - 89,999	9	1	3	1	2	0
90,000 - 99,999	7	2	0	1	2	1
≥ 100,000	37	2	5	0	8	1

Source: City of Tallahassee/Leon County Fire Rescue Department (2007).

Because the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. Therefore, only the primary structures on vacant and agricultural parcels will be charged.

## FIRE ASSESSMENT RATES

Applying the parcel apportionment methodology, fire services assessment rates were computed for each specified property use category. Based on the assessable costs of providing fire services, the number of fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Table 15 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the total assessable costs for Fiscal Year 2009-10.



**Table 15**  
**Fire Services Assessment Rates (Funding Generates \$27,813,187 Net Revenues)**

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Single-Family Dwelling Unit		\$175	\$158
Multi-Family Dwelling Unit		\$122	\$42
Commercial Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$226	\$239
	2,000 - 3,499	\$452	\$478
	3,500 - 4,999	\$791	\$837
	5,000 - 9,999	\$1,129	\$1,195
	10,000 - 19,999	\$2,258	\$2,390
	20,000 - 29,999	\$4,516	\$4,780
	30,000 - 39,999	\$6,774	\$7,169
	40,000 - 49,999	\$9,032	\$9,559
	50,000 - 59,999	\$11,290	\$11,948
	60,000 - 69,999	\$13,548	\$14,338
	70,000 - 79,999	\$15,805	\$16,728
	80,000 - 89,999	\$18,063	\$19,117
	90,000 - 99,999	\$20,321	\$21,507
	≥ 100,000	\$22,579	\$23,896
Industrial/Warehouse Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$27	\$48
	2,000 - 3,499	\$53	\$96
	3,500 - 4,999	\$93	\$168
	5,000 - 9,999	\$132	\$240
	10,000 - 19,999	\$264	\$479
	20,000 - 29,999	\$527	\$957
	30,000 - 39,999	\$790	\$1,436
	40,000 - 49,999	\$1,054	\$1,914
	50,000 - 59,999	\$1,317	\$2,393
	60,000 - 69,999	\$1,580	\$2,871
	70,000 - 79,999	\$1,843	\$3,350
	80,000 - 89,999	\$2,107	\$3,828
	90,000 - 99,999	\$2,370	\$4,307
	≥ 100,000	\$2,633	\$4,785
Non-Government Institutional Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$371	\$190
	2,000 - 3,499	\$742	\$380
	3,500 - 4,999	\$1,298	\$664
	5,000 - 9,999	\$1,854	\$949
	10,000 - 19,999	\$3,708	\$1,897
	20,000 - 29,999	\$7,416	\$3,793
	30,000 - 39,999	\$11,124	\$5,689
	40,000 - 49,999	\$14,832	\$7,585
	50,000 - 59,999	\$18,539	\$9,481
	60,000 - 69,999	\$22,247	\$11,377
	70,000 - 79,999	\$25,955	\$13,273
	80,000 - 89,999	\$29,663	\$15,169
	90,000 - 99,999	\$33,370	\$17,065
	≥ 100,000	\$37,078	\$18,962

\*Estimated Gross Revenue: \$29,058,003; Estimated Exempt Buy-down: \$1,244,815; Estimated Net Revenue: \$27,813,187.

Table 16 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the total assessable costs for the Five-Year Average Budget (Fiscal Years 2009-10 through 2013-14).

**Table 16**  
**Fire Services Assessment Rates (Funding Generates \$28,438,547 Net Revenues)**

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Single-Family Dwelling Unit		\$179	\$161
Multi-Family Dwelling Unit		\$125	\$43
Commercial Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$231	\$245
	2,000 - 3,499	\$462	\$489
	3,500 - 4,999	\$809	\$856
	5,000 - 9,999	\$1,155	\$1,222
	10,000 - 19,999	\$2,309	\$2,444
	20,000 - 29,999	\$4,618	\$4,887
	30,000 - 39,999	\$6,926	\$7,330
	40,000 - 49,999	\$9,235	\$9,774
	50,000 - 59,999	\$11,544	\$12,217
	60,000 - 69,999	\$13,852	\$14,660
	70,000 - 79,999	\$16,161	\$17,104
	80,000 - 89,999	\$18,469	\$19,547
	90,000 - 99,999	\$20,778	\$21,990
	≥ 100,000	\$23,087	\$24,434
Industrial/Warehouse Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$27	\$49
	2,000 - 3,499	\$54	\$98
	3,500 - 4,999	\$95	\$172
	5,000 - 9,999	\$135	\$245
	10,000 - 19,999	\$270	\$490
	20,000 - 29,999	\$539	\$979
	30,000 - 39,999	\$808	\$1,468
	40,000 - 49,999	\$1,077	\$1,957
	50,000 - 59,999	\$1,346	\$2,447
	60,000 - 69,999	\$1,616	\$2,936
	70,000 - 79,999	\$1,885	\$3,425
	80,000 - 89,999	\$2,154	\$3,914
	90,000 - 99,999	\$2,423	\$4,404
	≥ 100,000	\$2,692	\$4,893
Non-Government Institutional Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$380	\$194
	2,000 - 3,499	\$759	\$388
	3,500 - 4,999	\$1,327	\$679
	5,000 - 9,999	\$1,896	\$970
	10,000 - 19,999	\$3,792	\$1,939
	20,000 - 29,999	\$7,583	\$3,878
	30,000 - 39,999	\$11,374	\$5,817
	40,000 - 49,999	\$15,165	\$7,755
	50,000 - 59,999	\$18,956	\$9,694
	60,000 - 69,999	\$22,747	\$11,633
	70,000 - 79,999	\$26,538	\$13,572
	80,000 - 89,999	\$30,330	\$15,510
	90,000 - 99,999	\$34,121	\$17,449
	≥ 100,000	\$37,912	\$19,388

\*Estimated Gross Revenue: \$29,711,351; Estimated Exempt Buy-down: \$1,272,804; Estimated Net Revenue: \$28,438,547.



## EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire services assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City and County's general funds respectively.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City and County's general funds. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

The decision of the City and County to fund exemptions for fire services assessments on property owned by non-governmental entities is based upon the determination that such exemptions constituted a valid public purpose.

Table 17 summarizes the estimated percentage annual impact of exempting institutional, wholly tax-exempt property.

**Table 17**  
**Estimated Percentage Impact of Exemptions**

Financial Classification	Amount
Estimated Assessable Costs	\$29,711,351
Estimated Buy-down for Institutional Tax-Exempt Building Uses	\$1,272,804
Estimated Revenue Generated	\$28,438,547

# Fire Services Fees Imposed on Governmental Property

The special benefit and fair and reasonable apportionment requirements for a valid special assessment do not rigidly apply to charges against government property. Florida case law has stated that user fees are paid by choice and are charged in exchange for a particular governmental service, which benefits the property paying the fee in a manner not shared by other members of the public. In the user fee context, choice means that the property paying the fee has the option of not using the governmental service and thereby avoiding the charge. Under such tests and definition of choice, the validity of both impact fees and stormwater fees have been upheld.

Impact fees are imposed to place the economic burden of infrastructure required by growth on new development. Stormwater fees are imposed to control and treat the stormwater burden generated by the use and enjoyment of developed property. Likewise, fire services provided by the City and County are intended to meet the historical demand for fire services from developed property and such fee benefits the owner or user of developed property in a manner not shared by other members of society (e.g., the owner of undeveloped property).

The Florida Attorney General has recognized that state-owned property is not required to pay a special assessment without legislative authorization but that such authorization is not needed for user fees or service charges. Additionally, a valid charge cannot be enforced by a lien against public property absent elector approval. Rather, the enforcement remedy is a mandamus action to compel payment. In addition, certain general laws preempt the home rule power of local governments to impose special assessments on educational institutions.

The methodology used in structuring the Fire Services Fee billed to governmental property has been structured to recognize the different legal requirements for special assessments and for fees and in recognition of the following assumptions:

- Fire services benefit owners of property that choose to improve and develop their property by: (i) protecting the value of the improvements and structures by providing available fire control services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of improvements and structures within improved parcels; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire control program; and (iv) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of improved property.
- The combined fire services of the City and County under its existing consolidated fire services program enhances and strengthens the relationship of such services to the use and enjoyment of the structure and improvements on improved and developed parcels of property within the County.
- Calculating the amount of the Fire Services Fee for each classification of governmental owner based upon its actual, historical demand for fire services is fair and reasonable and is in recognition of the benefit anticipated to be provided to the owner of the governmental property.

As discussed previously and documented in the "Incident Data" section of this document, the fire services incidents were analyzed to determine the fire services demand for all governmental property and for each owner. The proportionate share of the billable costs for each owner of governmental property was then applied to the total billable costs attributed to the government property classification to determine the Fire Services Fee for each owner.



Table 18 details the breakdown of the calls for service to government properties including the number of calls in the City and County and the percentages of those calls respectively.

**Table 18**  
**Government Call Breakdown**

Property Category	Total Calls	Total City Calls	City Percentage	Total County Calls	County Percentage
College - FSU	182	182	100%	-	0%
College - FAMU	152	151	99%	1	1%
College - TCC	1	1	100%	-	0%
Government - Federal	5	2	40%	3	60%
Government - State	79	75	95%	4	5%
Government - Leon County	24	23	96%	1	4%
Government - City of Tall	35	34	97%	1	3%
Government - Fire Stations	8	6	75%	2	25%
Government - Leon County Industrial Park	10	10	100%	-	0%
Tallahassee Leon County Civic Center	1	1	100%	-	0%
Educational - School Board	133	105	79%	28	21%
Tallahassee Housing Authority	7	7	100%	-	0%
Leon County Research and Development TIITF Authority	18	18	100%	-	0%
Educational - Lively Vo-Tech	7	7	100%	-	0%
<b>Total</b>	<b>662</b>	<b>622</b>	<b>94%</b>	<b>40</b>	<b>6%</b>

Table 19 provides the Fire Services Fees for government property at 100 percent of the revenue requirements based on the total assessable costs for the Five-Year Average Budget (Fiscal Years 2009-10 through 2013-14).

**Table 19**  
**Fire Services Fees by Government Owner**

Property Category	Allocation	City Portion	County Portion
College - FSU	\$1,064,043	\$1,064,043	\$0
College - FAMU	\$888,651	\$882,805	\$5,846
College - TCC	\$5,846	\$5,846	\$0
Government - Federal	\$29,232	\$11,693	\$17,539
Government - State	\$461,865	\$438,479	\$23,386
Government - Leon County	\$140,313	\$134,467	\$5,846
Government - City of Tall	\$204,624	\$198,778	\$5,846
Government - Fire Stations	\$46,771	\$35,078	\$11,693
Government - Leon County Industrial Park	\$58,464	\$58,464	\$0
Tallahassee Leon County Civic Center	\$5,846	\$5,846	\$0
Educational - School Board	\$777,570	\$613,871	\$163,699
Tallahassee Housing Authority	\$40,925	\$40,925	\$0
Leon County Research and Development TIITF Authority	\$105,235	\$105,235	\$0
Educational - Lively Vo-Tech	\$40,925	\$40,925	\$0
<b>Total</b>	<b>\$3,870,310</b>	<b>\$3,636,454</b>	<b>\$233,856</b>

# Collection Method for Special Assessments

## **UTILITY BILL COLLECTION METHOD FOR SPECIAL ASSESSMENTS**

One method of collection available to local governments is to use an existing utility bill. The City of Tallahassee currently collects its Fire Services Assessment via the existing utility bill. In the unincorporated areas of the County, some of the parcels receive some form of City utilities, which can include electricity, water, gas, sewer or some combination thereof.

The greatest challenge with using the utility bill is to correlate the utility account with the parcel number maintained by the Property Appraiser. This process is detailed and time-consuming because utilities are not billed according to parcel identification numbers – they are billed according to account numbers, which may or may not correlate to a single parcel number. In some cases, one parcel may have multiple utility accounts based on the number of businesses or residents. In those cases, bills will be issued to each utility account holder based on their occupied portion of the total parcel.

## **SEPARATE BILL COLLECTION METHOD FOR SPECIAL ASSESSMENTS**

A separate bill is the other mechanism available to the County because the County has no utility billing system at its disposal. The greatest disadvantage to the separate bill collection method is that the collection rate tends to be lower than when the charge appears on the tax bill or a utility bill. Local governments may, however, file a lien against properties with delinquent charges. Minimal adjustments were made to account for the anticipated under collections of using a separate bill to collect assessments.

The County and City have agreed that the City will bill and collect from property owners in the unincorporated area of the County that have City utility accounts using the utility bill. The City will identify the property owners within the County that do not receive a City utility bill and provide a separate quarterly bill for the Fire Services Assessment charges. The administration of this billing methodology will require vigilance to ensure all properties required to pay the assessment are correctly billed, and that those property owners that receive a utility bill are not doubled billed.



# Additional Information

## EXEMPTION CALCULATIONS

GSG utilized the most current data to identify institutional, tax-exempt parcels within the City and County in order to calculate the aggregate cost ('buy down') of these parcels. In addition, best efforts were made by GSG to reconcile any differences necessary to calculate the estimated buy down for this exemption category. Missing or incorrect property data could affect the estimated aggregate costs.

## NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls.

## MOBILE HOME AND RECREATIONAL VEHICLE PARK VACANCY CREDIT

As a consequence of the transient use and potential extraordinary vacancies within mobile home and recreational vehicle (RV) parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home and RV park properties. Vacant mobile home and RV spaces within a mobile home or RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home or RV spaces.

## VERIFICATION OF SQUARE FOOTAGE OF STRUCTURES ON TAX-EXEMPT PARCELS

The ad valorem tax roll provides the data required to determine value. So long as properties remain in the name of owners exempt from ad valorem taxation, the property appraiser may not consistently maintain data related to building improvements on such parcels. As a consequence of such data imperfections, the square footage on some of the parcels, particularly for institutional private sector classifications, may not be complete. The City of Tallahassee Fire Department staff has assisted GSG in verifying square footage information for many parcels of property within the City and County.

## BILLING PROPERTIES WITH MULTIPLE UTILITY ACCOUNTS

The proposed methodology can determine the assessment rate per building on a tax parcel. However, for some non-residential properties there may be many utility accounts assigned to a building. When utilizing the utility bill to collect the Fire Services Assessment, a considerable amount of data collection will be necessary to assess each utility account assigned to the building.

# Appendix A

## SITUATION FOUND CODES AND DESCRIPTIONS

CODE	DESCRIPTION	TYPE
0	UNCLASSIFIED	NON-EMS
0	SKIPPED RUN	NON-EMS
10	FIRE, EXPLOSION; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
100	FIRE, OTHER	NON-EMS
11	STRUCTURE FIRE	NON-EMS
110	FIRE, STRUCTURE	NON-EMS
111	BUILDING FIRE	NON-EMS
112	FIRES IN STRUCTURES OTHER THAN IN A BUILDING	NON-EMS
113	COOKING FIRE, CONFINED TO A CONTAINER	NON-EMS
114	CHIMNEY OR FLUE FIRE, CONFINED TO CHIMNEY OR FLUE	NON-EMS
115	INCINERATOR OVERLOAD OR MALFUNCTION, FIRE CONFINED	NON-EMS
116	FUEL BURNER/BOILER MALFUNCTION, FIRE CONFINED	NON-EMS
117	COMMERCIAL COMPACTOR FIRE, CONFINED TO RUBBISH	NON-EMS
118	TRASH OR RUBBISH FIRE, CONTAINED	NON-EMS
118B	BONFIRE CONTAINED	NON-EMS
12	OUTSIDE OF STRUCTURE FIRE	NON-EMS
120	FIRE IN MOBILE PROPERTY USED AS A FIXED STRUCTURE, OTHER	NON-EMS
121	FIRE IN MOBILE HOME USED AS A FIXED RESIDENCE	NON-EMS
122	FIRE IN MOBILE HOME, CAMPER, RECREATIONAL VEHICLE	NON-EMS
123	FIRE IN PORTABLE BUILDING, FIXED LOCATION	NON-EMS
13	VEHICLE FIRE	NON-EMS
130	MOBILE PROPERTY (VEHICLE) FIRE, OTHER	NON-EMS
131	PASSENGER VEHICLE FIRE	NON-EMS
132	ROAD FREIGHT OR TRANSPORT VEHICLE FIRE	NON-EMS
133	RAIL VEHICLE FIRE	NON-EMS
134	WATER VEHICLE FIRE	NON-EMS
135	AIRCRAFT FIRE	NON-EMS
136	SELF PROPELLED MOTOR HOME OR RECREATIONAL VEHICLE	NON-EMS
137	CAMPER OR RV FIRE	NON-EMS
138	OFF ROAD VEHICLE OR HEAVY EQUIPMENT FIRE	NON-EMS
14	TREES, BRUSH, GRASS FIRE	NON-EMS
140	NATURAL VEGETATION FIRE	NON-EMS
141	FOREST, WOODS OR WILDLAND FIRE	NON-EMS
142	BRUSH, OR BRUSH AND GRASS MIXTURE FIRE	NON-EMS
143	GRASS FIRE	NON-EMS
15	REFUSE FIRE	NON-EMS
150	OUTSIDE RUBBISH FIRE, OTHER	NON-EMS
151	OUTSIDE RUBBISH, TRASH OR WASTE FIRE	NON-EMS
152	GARBAGE DUMP OR SANITARY LANDFILL FIRE	NON-EMS
153	CONSTRUCTION OR DEMOLITION LANDFILL FIRE	NON-EMS
154	DUMPSTER OR OTHER OUTSIDE TRASH RECEPTACLE FIRE	NON-EMS
155	OUTSIDE STATIONARY COMPACTOR/COMPACTED TRASH FIRE	NON-EMS
16	EXPLOSION, NO AFTER-FIRE	NON-EMS
160	SPECIAL OUTSIDE FIRE, OTHER	NON-EMS
161	OUTSIDE STORAGE FIRE	NON-EMS



CODE	DESCRIPTION	TYPE
162	OUTSIDE EQUIPMENT FIRE	NON-EMS
163	OUTSIDE GAS OR VAPOR COMBUSTION EXPLOSION	NON-EMS
164	OUTSIDE MAILBOX FIRE	NON-EMS
17	OUTSIDE SPILL, LEAK WITH ENSUING FIRE	NON-EMS
170	CULTIVATED VEGETATION, CROP FIRE, OTHER	NON-EMS
171	CULTIVATED GRAIN, OR CROP FIRE	NON-EMS
172	CULTIVATED ORCHARD OR VINEYARD FIRE	NON-EMS
173	CULTIVATED TREES OR NURSERY STOCK FIRE	NON-EMS
19	FIRE, EXPLOSION NOT CLASSIFIED ABOVE	NON-EMS
20	OVERPRESSURE RUPTURE; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
200	OVERPRESSURE RUPTURE, EXPLOSION, OVERHEAT, OTHER	NON-EMS
21	STEAM RUPTURE	NON-EMS
210	OVERPRESSURE RUPTURE FROM STEAM, OTHER	NON-EMS
211	OVERPRESSURE RUPTURE OF STEAM PIPE OR PIPELINE	NON-EMS
212	OVERPRESSURE RUPTURE OF STEAM BOILER	NON-EMS
213	STEAM RUPTURE OF PRESSURE OR PROCESS VESSEL	NON-EMS
22	AIR, GAS RUPTURE	NON-EMS
220	OVERPRESSURE RUPTURE FROM AIR OR GAS, OTHER	NON-EMS
221	OVERPRESSURE RUPTURE OF AIR OR GAS PIPE/PIPELINE	NON-EMS
222	OVERPRESSURE RUPTURE OF BOILER FROM AIR OR GAS	NON-EMS
223	AIR OR GAS RUPTURE OF PRESSURE OR PROCESS VESSEL	NON-EMS
23	RUPTURE	NON-EMS
231	CHEMICAL REACTION RUPTURE OF PROCESS VESSEL	NON-EMS
240	EXPLOSION (NO FIRE), OTHER	NON-EMS
241	MUNITIONS OR BOMB EXPLOSION (NO FIRE)	NON-EMS
242	BLASTING AGENT EXPLOSION (NO FIRE)	NON-EMS
243	FIREWORKS EXPLOSION (NO FIRE)	NON-EMS
251	EXCESSIVE HEAT, SCORCH BURNS WITH NO IGNITION	NON-EMS
29	OTHER OVERPRESSURE RUPTURE	NON-EMS
30	RESCUE CALL; INSUFF INFO	EMS
300	RESCUE, EMS CALL, OTHER	EMS
31	INHALATOR CALL	EMS
311	MEDICAL ASSIST, ASSIST EMS CREW	EMS
32	EMERGENCY MEDICAL CALL	EMS
320	ALLERGIC REACTION	EMS
321	EMS CALL, EXCLUDING VEHICLE ACCIDENT WITH INJURY	EMS
321B	BLOOD PRESSURE CHECK	EMS
322	VEHICLE ACCIDENT WITH INJURIES	EMS
323	MOTOR VEHICLE/PEDESTRIAN ACCIDENT (MV PED)	EMS
324	MOTOR VEHICLE ACCIDENT, NO INJURIES	NON-EMS
33	LOCK-IN	NON-EMS
331	LOCK-IN (IF LOCK OUT, USE 511)	NON-EMS
34	SEARCH	NON-EMS
340	SEARCH, OTHER	NON-EMS
341	SEARCH FOR PERSON ON LAND	NON-EMS



CODE	DESCRIPTION	TYPE
342	SEARCH FOR PERSON IN WATER	NON-EMS
343	SEARCH FOR PERSON UNDERGROUND	NON-EMS
35	EXTRICATION	NON-EMS
350	EXTRICATION, RESCUE, OTHER	NON-EMS
351	EXTRICATION OF VICTIM(S) FROM BUILDING/STRUCTURE	NON-EMS
352	EXTRICATION OF VICTIM(S) FROM VEHICLE	NON-EMS
353	REMOVAL OF VICTIM(S) FROM STALLED ELEVATOR	NON-EMS
354	TRENCH/BELOW GRADE RESCUE	NON-EMS
355	CONFINED SPACE RESCUE	NON-EMS
356	HIGH ANGLE RESCUE	NON-EMS
357	EXTRICATION OF VICTIM(S) FROM MACHINERY	NON-EMS
360	WATER & ICE RELATED RESCUE, OTHER	NON-EMS
361	SWIMMING/RECREATIONAL WATER AREAS RESCUE	NON-EMS
362	ICE RESCUE	NON-EMS
363	SWIFT WATER RESCUE	NON-EMS
364	SURF RESCUE	NON-EMS
365	WATERCRAFT RESCUE	NON-EMS
37	WATER RESCUE	NON-EMS
370	ELECTRICAL RESCUE	NON-EMS
371	ELECTROCUTION OR POTENTIAL ELECTROCUTION	NON-EMS
372	TRAPPED BY POWER LINES	NON-EMS
381	RESCUE OR EMS STANDBY	EMS
39	RESCUE CALL - NOT CLASSIFIED ABOVE	EMS
40	HAZARDOUS CONDITION, STANDBY; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
400	HAZARDOUS CONDITION, OTHER	NON-EMS
400P	HAZARDOUS CONDITION POWDER	NON-EMS
41	SPILL, LEAK WITH NO IGNITION	NON-EMS
410	FLAMMABLE GAS OR LIQUID CONDITION, OTHER	NON-EMS
411	GASOLINE OR OTHER FLAMMABLE LIQUID SPILL	NON-EMS
412	GAS LEAK	NON-EMS
413	OIL OR OTHER COMBUSTIBLE LIQUID SPILL	NON-EMS
42	EXPLOSIVE, BOMB REMOVAL	NON-EMS
420	TOXIC CONDITION, OTHER	NON-EMS
421	CHEMICAL HAZARD ( NO SPILL OR LEAK )	NON-EMS
422	CHEMICAL SPILL OR LEAK	NON-EMS
423	REFRIGERATION LEAK	NON-EMS
424	CARBON MONOXIDE INCIDENT	NON-EMS
43	EXCESSIVE HEAT	NON-EMS
430	RADIOACTIVE CONDITION, OTHER	NON-EMS
431	RADIATION LEAK, RADIOACTIVE MATERIAL	NON-EMS
44	POWER LINE DOWN	NON-EMS
440	ELECTRICAL WIRING/EQUIPMENT PROBLEM, OTHER	NON-EMS
441	HEAT FROM SHORT CIRCUIT (WIRING), DEFECTIVE/WORN	NON-EMS
442	OVERHEATED MOTOR	NON-EMS
443	LIGHT BALLAST BREAKDOWN	NON-EMS

CODE	DESCRIPTION	TYPE
444	POWER LINE DOWN	NON-EMS
445	ARCING, SHORTED ELECTRICAL EQUIPMENT	NON-EMS
45	ARCING, SHORTED ELECTRICAL EQUIPMENT	NON-EMS
451	POLICE ASSIST	NON-EMS
46	AIRCRAFT STANDBY	NON-EMS
460	ACCIDENT, POTENTIAL ACCIDENT, OTHER	NON-EMS
461	BUILDING OR STRUCTURE WEAKENED OR COLLAPSED	NON-EMS
462	AIRCRAFT STANDBY	NON-EMS
462A	AIRCRAFT STANDBY, ELECTRICAL INDICATORS	NON-EMS
462E	AIRCRAFT STANDBY, ENGINE FAILURE	NON-EMS
462H	AIRCRAFT STANDBY, HYDRAULICS	NON-EMS
462L	AIRCRAFT STANDBY, LANDING GEAR FAILURE	NON-EMS
463	VEHICLE ACCIDENT, GENERAL CLEANUP	NON-EMS
47	CHEMICAL EMERGENCY	NON-EMS
471	EXPLOSIVE, BOMB REMOVAL (FOR BOMB SCARE, USE 721)	NON-EMS
480	ATTEMPTED BURNING, ILLEGAL ACTION, OTHER	NON-EMS
481	ATTEMPT TO BURN	NON-EMS
482	THREAT TO BURN	NON-EMS
49	HAZARDOUS CONDITION, STANDBY; NOT CLASS	NON-EMS
50	SERVICE CALL; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
500	SERVICE CALL, OTHER	NON-EMS
51	LOCK-OUT	NON-EMS
510	PERSON IN DISTRESS, OTHER	NON-EMS
511	LOCK-OUT	NON-EMS
512	RING OR JEWELRY REMOVAL	NON-EMS
52	WATER EVACUATION	NON-EMS
520	WATER PROBLEM, OTHER	NON-EMS
521	WATER EVACUATION	NON-EMS
522	WATER OR STEAM LEAK	NON-EMS
53	SMOKE, ODOR REMOVAL	NON-EMS
531	SMOKE OR ODOR REMOVAL	NON-EMS
54	ANIMAL RESCUE	NON-EMS
540	ANIMAL PROBLEM, OTHER	NON-EMS
541	ANIMAL PROBLEM	NON-EMS
542	ANIMAL RESCUE	NON-EMS
55	ASSIST POLICE	NON-EMS
550	PUBLIC SERVICE ASSISTANCE, OTHER	NON-EMS
551	ASSIST POLICE OR OTHER GOVERNMENTAL AGENCY	NON-EMS
551A	AIRPORT - ALERT 1	NON-EMS
551B	AIRPORT - ALERT 2	NON-EMS
551C	AIRPORT - ALERT 3	NON-EMS
551D	AIRPORT - ALERT 4	NON-EMS
551E	ASSIST EMS	EMS
551R	AIRPORT RUNWAY CHECK	NON-EMS
552	POLICE MATTER	NON-EMS

CODE	DESCRIPTION	TYPE
553	PUBLIC SERVICE	NON-EMS
553D	PUBLIC SERVICE SMOKE DETECTOR	NON-EMS
554	ASSIST INVALID	EMS
555	DEFECTIVE ELEVATOR	NON-EMS
56	UNAUTHORIZED BURNING	NON-EMS
561	UNAUTHORIZED BURNING	NON-EMS
57	COVER ASSIGNMENT, STANDBY AT FIRE STATION, MOVE-UP	NON-EMS
571	COVER ASSIGNMENT, STANDBY, MOVEUP	NON-EMS
59	SERVICE CALL; NOT CLASS ABOVE	NON-EMS
60	GOOD INTENT CALL	NON-EMS
600	GOOD INTENT CALL, OTHER	NON-EMS
61	SMOKE SCARE	NON-EMS
611	DISPATCHED & CANCELED EN ROUTE	NON-EMS
611D	CANCELED BEFORE DISPATCH/UNASSIGNED UNIT	NON-EMS
611E	DISPATCHED AND CANCELED ON SCENE BY EMS	EMS
62	WRONG LOCATION	NON-EMS
621	WRONG LOCATION	NON-EMS
621L	UNABLE TO LOCATE	NON-EMS
622	NO INCIDENT FOUND UPON ARRIVAL	NON-EMS
63	CONTROLLED BURNING	NON-EMS
631	AUTHORIZED CONTROLLED BURNING	NON-EMS
632	PRESCRIBED FIRE	NON-EMS
64	VICINITY ALARM	NON-EMS
641	VICINITY ALARM (INCIDENT IN OTHER LOCATION)	NON-EMS
65	STEAM, OTHER GAS MISTAKEN FOR SMOKE	NON-EMS
650	STEAM, OTHER GAS MISTAKEN FOR SMOKE, OTHER	NON-EMS
651	SMOKE SCARE, ODOR OF SMOKE	NON-EMS
652	STEAM, VAPOR, FOG OR DUST THOUGHT TO BE SMOKE	NON-EMS
653	BARBECUE, TAR KETTLE	NON-EMS
661	EMS CALL, PARTY TRANSPORTED BY NON-FIRE AGENCY	EMS
671	HAZMAT RELEASE INVESTIGATION W/NO HAZMAT	NON-EMS
672	BIOLOGICAL HAZARD INVESTIGATION, NONE FOUND	NON-EMS
69	GOOD INTENT CALL NOT CLASSIFIED	NON-EMS
70	FALSE CALL; INSUFFICIENT INFORMATION TO FURTHER CLASSIFY	NON-EMS
700	FALSE ALARM OR FALSE CALL, OTHER	NON-EMS
71	MALICIOUS, MISCHIEVOUS FALSE CALL	NON-EMS
710	MALICIOUS, MISCHIEVOUS FALSE CALL, OTHER	NON-EMS
711	MUNICIPAL ALARM SYSTEM, MALICIOUS FALSE ALARM	NON-EMS
712	DIRECT TIE TO FD, MALICIOUS/FALSE ALARM	NON-EMS
713	TELEPHONE, MALICIOUS FALSE ALARM	NON-EMS
714	CENTRAL STATION, MALICIOUS FALSE ALARM	NON-EMS
715	LOCAL ALARM SYSTEM, MALICIOUS FALSE ALARM	NON-EMS
72	BOMB SCARE, NO BOMB	NON-EMS
721	BOMB SCARE - NO BOMB	NON-EMS
73	SYSTEM MALFUNCTION	NON-EMS



CODE	DESCRIPTION	TYPE
730	SYSTEM MALFUNCTION	NON-EMS
731	SPRINKLER ACTIVATION DUE TO MALFUNCTION	NON-EMS
732	EXTINGUISHING SYSTEM ACTIVATION DUE TO MALFUNCTION	NON-EMS
733	SMOKE DETECTOR ACTIVATION DUE TO MALFUNCTION	NON-EMS
734	HEAT DETECTOR ACTIVATION DUE TO MALFUNCTION	NON-EMS
735	ALARM SYSTEM SOUNDED DUE TO MALFUNCTION	NON-EMS
736	CO DETECTOR ACTIVATION DUE TO MALFUNCTION	NON-EMS
74	UNINTENTIONAL	NON-EMS
740	UNINTENTIONAL TRANSMISSION OF ALARM, OTHER	NON-EMS
740R	ALARM RESET	NON-EMS
741	SPRINKLER ACTIVATION, NO FIRE - UNINTENTIONAL	NON-EMS
742	EXTINGUISHING SYSTEM ACTIVATION	NON-EMS
743	SMOKE DETECTOR ACTIVATION, NO FIRE - UNINTENTIONAL	NON-EMS
744	DETECTOR ACTIVATION, NO FIRE - UNINTENTIONAL	NON-EMS
745	ALARM SYSTEM SOUNDED, NO FIRE - UNINTENTIONAL	NON-EMS
745B	ALARM SYSTEM ACTIVATED/BURNT FOOD/NO FIRE	NON-EMS
745T	ALARM SYSTEM ACTIVATED/TESTING/MAINTENANCE	NON-EMS
746	CARBON MONOXIDE DETECTOR ACTIVATION, NO CO	NON-EMS
75	FALSE CALL	NON-EMS
77	FALSE CALL	NON-EMS
79	FALSE CALL NOT CLASSIFIED ABOVE	NON-EMS
800	SEVERE WEATHER OR NATURAL DISASTER, OTHER	NON-EMS
811	EARTHQUAKE ASSESSMENT	NON-EMS
812	FLOOD ASSESSMENT	NON-EMS
813	WIND STORM, TORNADO/HURRICANE ASSESSMENT	NON-EMS
814	LIGHTNING STRIKE (NO FIRE)	NON-EMS
815	SEVERE WEATHER OR NATURAL DISASTER STANDBY	NON-EMS
900	SPECIAL TYPE OF INCIDENT, OTHER, DUMPSTER FIRE	NOT USED
900A	TRAINING/ACADEMY	NOT USED
900B	TRAINING/TERRITORY	NOT USED
900C	COURT/DEPOSITION	NOT USED
900D	COMPANY INSPECTION	NOT USED
900E	INSPECTION	NOT USED
900F	RE-INSPECTION	NOT USED
900G	DRUG TEST	NOT USED
900H	HOSE TESTING	NOT USED
900I	HYDRANT INSPECTION	NOT USED
900P	PREFIRE PLANNING	NOT USED
900R	FIRE/RECHECK	NON-EMS
900T	TEST INCIDENT/CAD/PMDC	NOT USED
911	CITIZEN COMPLAINT	NOT USED
96	UNCLASSIFIED	NON-EMS
98	UNCLASSIFIED	NON-EMS
99	UNCLASSIFIED SITUATION	NON-EMS

## Appendix B

### FIXED PROPERTY USE CODES AND DESCRIPTIONS



CODE	DESCRIPTION	CATEGORY
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
111	BOWLING ESTABLISHMENT	COMMERCIAL
113	AMUSEMENT CENTER	COMMERCIAL
115	ROLLER RINK	COMMERCIAL
116	SWIMMING FACILITY	COMMERCIAL
120	VARIABLE USE AMUSEMENT/RECREATION	COMMERCIAL
121	BALLROOM, GYMNASIUM	COMMERCIAL
122	EXHIBITION HALL	COMMERCIAL
123	ARENA/STADIUM	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
130	PLACES OF WORSHIP, CHURCH, FUNERAL PARLOR	INSTITUTIONAL
131	CHURCH/CHAPEL	INSTITUTIONAL
134	FUNERAL PARLOR/CHAPEL	INSTITUTIONAL
140	CLUBS, OTHER	COMMERCIAL
141	ATHLETIC CLUB/YMCA	COMMERCIAL
142	CLUB HOUSE	COMMERCIAL
150	PUBLIC, GOVT, OTHER	INSTITUTIONAL
151	LIBRARY	INSTITUTIONAL
152	MUSEUM, ART GALLERY	INSTITUTIONAL
155	COURT ROOM	INSTITUTIONAL
160	EATING/DRINKING PLACES	COMMERCIAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
173	BUS TERMINAL	COMMERCIAL
180	THEATER, STUDIO OTHER	COMMERCIAL
182	AUDITORIUM, CONCERT HALL	COMMERCIAL
200	EDUCATIONAL PROPERTY OTHER	INSTITUTIONAL
210	SCHOOLS NON-ADULT OTHER	INSTITUTIONAL
211	PRE-SCHOOL	COMMERCIAL
213	ELEMENTARY SCHOOL	INSTITUTIONAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	INSTITUTIONAL
241	COLLEGE/UNIVERSITY	INSTITUTIONAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
255	DAY CARE-IN RESIDENCE-LICENSED	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	INSTITUTIONAL
309	OTHER INSTITUTIONAL PROPERTY	INSTITUTIONAL
311	CARE OF THE AGED/NURSING STAFF	INSTITUTIONAL
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	INSTITUTIONAL
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	INSTITUTIONAL
323	ASYLUM/MENTAL INSTITUTION	INSTITUTIONAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	INSTITUTIONAL
332	HOSPICES	INSTITUTIONAL

CODE	DESCRIPTION	CATEGORY
340	CLINICS, OTHER	COMMERCIAL
341	CLINIC, CLINIC-TYPE INFIRMARY	INSTITUTIONAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	COMMERCIAL
361	JAIL/PRISON - NOT JUVENILE	INSTITUTIONAL
363	REFORMATORY, JUVENILE DETENTION CENTER	INSTITUTIONAL
365	POLICE STATION	INSTITUTIONAL
365A	Police Training Center	INSTITUTIONAL
400	RESIDENTIAL OTHER	SINGLE-FAMILY RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	SINGLE-FAMILY RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	MULTI-FAMILY RESIDENTIAL
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	MULTI-FAMILY RESIDENTIAL
449	HOTELS, MOTELS, INNS, LODGES	COMMERCIAL
459	RESIDENTIAL BOARD AND CARE	INSTITUTIONAL
460	DORMITORIES OTHER	INSTITUTIONAL
462	FRATERNITY, SORORITY HOUSE	INSTITUTIONAL
464	MILITARY BARRACKS/DORMITORY	INSTITUTIONAL
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
529	TEXTILE, WEARING APPAREL SALES	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
564	SELF-SERVICE LAUNDRY/DRY CLEANING	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	MEDICAL, RESEARCH, SCIENTIFIC OFFICE	COMMERCIAL
596	POST OFFICE OR MAILING FORMS	INSTITUTIONAL
599	BUSINESS OFFICES	COMMERCIAL
600	BASIC INDUSTRY, UTILITY, DEFENSE OTHER	INDUSTRIAL/WAREHOUSE
615	ELECTRIC GENERATING PLANT	INDUSTRIAL/WAREHOUSE
629	LABORATORIES	INDUSTRIAL/WAREHOUSE
631	NATIONAL DEFENSE SITE/MILITARY SITE	INSTITUTIONAL
635	COMPUTER, DATA PROCESSING CNTR	INDUSTRIAL/WAREHOUSE
639	COMMUNICATIONS CENTER	INDUSTRIAL/WAREHOUSE
644	GAS DISTRIBUTION SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
669	FOREST, TIMBERLAND	NOT USED
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
808	SHED	NON-SPECIFIC

CODE	DESCRIPTION	CATEGORY
819	LIVESTOCK, POULTRY STORAGE	NOT USED
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	INSTITUTIONAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
921	BRIDGE, TRESTLE	NON-SPECIFIC
922	TUNNEL	NON-SPECIFIC
926	OUTBUILDING, EXCLUDING GARAGE	NON-SPECIFIC
930	OUTDOOR PROPERTIES; INSUFF INFO	NON-SPECIFIC
931	OPEN LAND, FIELD	NOT USED
935	CAMPSITE WITH UTILITIES	COMMERCIAL
936	VACANT LOT	NOT USED
938	GRADED AND CARED FOR PLOTS OF LAND	NOT USED
940	WATER AREAS, OTHER	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
952	SWITCH YARD, MARSHALLING YARD	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
964	UNPAVED STREET, ROAD, PATH	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
972	AIRCRAFT RUNWAY	COMMERCIAL
972T	Airport Control Tower	COMMERCIAL
981	CONSTRUCTION SITE	NON-SPECIFIC
983	PIPELINE, POWER LINE RIGHT OF WAY	NON-SPECIFIC
989	EQUIPMENT OPERATING AREAS NOT CLASS ABOVE	NON-SPECIFIC
NNN	NONE	NON-SPECIFIC
NUL	None - NULL	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

## Appendix C

### LEON COUNTY PROPERTY APPRAISER BUILDING IMPROVEMENT CODES AND USE DESCRIPTIONS WITH ASSIGNMENT OF PROPERTY USE CATEGORY



CODE	DESCRIPTION	CATEGORY
0000	GSG - VACANT/DEMOLISHED	NOT USED
0100	SINGLE FAMILY RESIDENTIAL	SINGLE-FAMILY RESIDENTIAL
0300	DUPLEX	SINGLE-FAMILY RESIDENTIAL
0350	TRI/QUAD ETC PLEX - GSG CREATE	MULTI-FAMILY RESIDENTIAL
0400	CONDOMINIUM	MULTI-FAMILY RESIDENTIAL
0500	STUDENT APARTMENTS	MULTI-FAMILY RESIDENTIAL
0501	FRAT/SORORITY	INSTITUTIONAL
0510	STUDENT MULTI LEASE	MULTI-FAMILY RESIDENTIAL
0600	STANDARD APARTMENTS	MULTI-FAMILY RESIDENTIAL
0601	APT/ LESS THAN 10 UNITS	MULTI-FAMILY RESIDENTIAL
0602	DORMITORY	MULTI-FAMILY RESIDENTIAL
0700	TOWNHOUSE	MULTI-FAMILY RESIDENTIAL
0800	MOBILE HOME	SINGLE-FAMILY RESIDENTIAL
1000	GARDEN APARTMENT	MULTI-FAMILY RESIDENTIAL
1100	HIGH RISE	MULTI-FAMILY RESIDENTIAL
1200	EXEMPT MULTI FAMILY	MULTI-FAMILY RESIDENTIAL
1400	MOTELS	COMMERCIAL
1500	EXTENDED STAY HOMES	COMMERCIAL
1600	HOTELS	COMMERCIAL
1700	HOSP/NURS HOME	INSTITUTIONAL
1710	NURSING HOME	INSTITUTIONAL
1720	CLINIC	COMMERCIAL
1730	VET CLINIC	COMMERCIAL
1740	REGIONAL MEDICAL CENTER	INSTITUTIONAL
1750	ASSISTED LIVING FACILITY	INSTITUTIONAL
1800	CO-OP	MULTI-FAMILY RESIDENTIAL
2000	STORE	COMMERCIAL
2010	CONDO-STORE	COMMERCIAL
2011	SALON/BARBER SHOP	COMMERCIAL
2012	LAUNDROMAT	COMMERCIAL
2013	CARWASH	COMMERCIAL
2014	PHYS FITNESS CENTER	COMMERCIAL
2015	STORE SFR CONV	COMMERCIAL
2016	IND/RETAIL/STORE	COMMERCIAL
2018	DRY CLEANERS	COMMERCIAL
2020	CONVENIENCE STORE	COMMERCIAL
2030	CONV-STORE/GAS	COMMERCIAL
2040	SUPERMARKET	COMMERCIAL
2050	PHARMACY	COMMERCIAL
2060	JR DISCOUNT	COMMERCIAL
2070	SUPER DISCOUNT	COMMERCIAL
2080	AUTO PARTS	COMMERCIAL
2090	AUTO SERVICE	COMMERCIAL
2100	DEPARTMENT STORE	COMMERCIAL
2110	JR DEPARTMENT STORE	COMMERCIAL



CODE	DESCRIPTION	CATEGORY
2200	SHOP CENTER	COMMERCIAL
2210	NBHD SHOP CENTER	COMMERCIAL
2220	COMM SHOP CENTER	COMMERCIAL
2300	SERVICE STATION	COMMERCIAL
2400	REC/BOWL ALLEY	COMMERCIAL
2410	CLUBHOUSE/REC	COMMERCIAL
2500	REST/LOUNGE	COMMERCIAL
2510	FAMILY RESTAURANT	COMMERCIAL
2520	TAKE-OUT RESTAURANT	COMMERCIAL
2600	FAST FOOD DRIVE IN	COMMERCIAL
2610	FAST FOOD NO SEAT	COMMERCIAL
2620	NITE CLUB	COMMERCIAL
2700	AUDIT/THEATER	COMMERCIAL
2800	MALL	COMMERCIAL
2810	SUPER REG MALL	COMMERCIAL
3000	OFFICE	COMMERCIAL
3010	OFFICE CONDO	COMMERCIAL
3020	OFFICE STRIP CENTER	COMMERCIAL
3030	OFFICE LOW RISE	COMMERCIAL
3040	OFFICE MID RISE	COMMERCIAL
3050	OFFICE HIGH RISE	COMMERCIAL
3060	OFFICE INDUSTRIAL	COMMERCIAL
3070	OFFICE/SFR CONVERSION	COMMERCIAL
3080	CONDO MEDICAL OFFICE	COMMERCIAL
3100	ED/RELIGIOUS	INSTITUTIONAL
3110	CHILD CARE	COMMERCIAL
3200	PUBLIC PARKING	INDUSTRIAL/WAREHOUSE
3300	BANKS	COMMERCIAL
3400	BANKS-BRANCH	COMMERCIAL
3410	BANKS-DRV THRU	COMMERCIAL
3500	FUNERAL HOME	INSTITUTIONAL
3600	TRAINING CENTER	COMMERCIAL
3700	MEDICAL OFFICE	COMMERCIAL
3901	BROADCAST CENTER	COMMERCIAL
3902	WCTV 2	COMMERCIAL
3930	CLASSROOM/TRAINING	EDUCATIONAL
3940	LIBRARY/MULTI-MEDIA	GOVERNMENT
3950	OFFICES	COMMERCIAL
3960	DORMITORY/HOUSING	INSTITUTIONAL
3970	MEDICAL FACILITIES	COMMERCIAL
4000	WAREHOUSE	INDUSTRIAL/WAREHOUSE
4010	CONDO WAREHOUSE	INDUSTRIAL/WAREHOUSE
4020	DISTRIBUTION WAREHOUSE	INDUSTRIAL/WAREHOUSE
4030	TECH MANUFACTURING	INDUSTRIAL/WAREHOUSE
4031	INDUSTRIAL OFFICE	INDUSTRIAL/WAREHOUSE

CODE	DESCRIPTION	CATEGORY
4040	WAREHOUSE/MULTI-BAY	INDUSTRIAL/WAREHOUSE
4100	SERVICE/PARKING GARAGE	INDUSTRIAL/WAREHOUSE
4110	INDEPENDENT AUTO CENTER	COMMERCIAL
4200	MINI WAREHOUSE	INDUSTRIAL/WAREHOUSE
4300	COLD STORAGE	INDUSTRIAL/WAREHOUSE
4400	LIGHT MANUFACTURING	INDUSTRIAL/WAREHOUSE
4500	HEAVY MANUFACTURING	INDUSTRIAL/WAREHOUSE
4600	AUTO SHOW/GARAGE	INDUSTRIAL/WAREHOUSE
4610	CAR/TRUCK RENTAL	COMMERCIAL
4620	BOAT S/E DEALER	COMMERCIAL
4700	PREFAB METAL BUILDING	NOT USED
4800	BARN SHED	NOT USED
4900	MAINT/MECH/WAREHOUSING	INDUSTRIAL/WAREHOUSE
4910	RESEARCH/DEVELOP LABS	INDUSTRIAL/WAREHOUSE
4920	STADIUMS/ARENAS	GOVERNMENT
4930	PARKING GARAGES	INDUSTRIAL/WAREHOUSE
4940	PRISONS/JAILS	GOVERNMENT
4950	MILITARY FACILITIES	GOVERNMENT
4960	FIRE STATION	GOVERNMENT
MHPK	GSG - MH SPACES IN MH PARKS	SINGLE-FAMILY RESIDENTIAL
MUSE	GSG - MUSEUM/CULTURAL	INSTITUTIONAL
PSC	GSG - PARKING/STORAGE CONDO	NOT USED
RVLG	GSG - RV PARK LODGING/RES	COMMERCIAL
RVMH	GSG - MH SPACES IN RV PARKS	COMMERCIAL
RVSP	GSG - RV SPACES	COMMERCIAL

## Appendix D

### DEPARTMENT OF REVENUE (DOR) CODES

CODE	DESCRIPTION
0	VACANT RESIDENTIAL
100	SINGLE FAMILY IMPROVED
200	MOBILE HOME
300	MULTI FAMILY +10 UNITS
400	CONDOMINIUM
500	CO-OPS
600	RETIREMENT HOMES/NONEXPT
700	MISC RESIDENTIAL
800	MULTI FAMILY 2-9 UNITS
1000	VACANT COMMERCIAL
1100	STORES 1 STORY
1200	MIXED USE STORE/OFFICE
1300	DEPARTMENT STORES
1400	SUPERMARKETS
1500	REGIONAL SHOPPING CTRS
1600	COMMUNITY SHOPPING CTR
1700	OFFICE NON-PROF 1 STORY
1800	OFFICE NON-PROF 2+ STORY
1900	PROFFESIONAL SERVICES
2000	AIR/MARINE/BUS TERMINALS
2100	RESTAURANTS/CAFETERIAS
2200	DRIVE-IN RESTAURANT
2300	BANK/S & L/MORTGAGE/CREDIT
2400	INSURANCE COMPANY OFFICE
2500	REPAIRS SVC TV/LAUNDRIES
2600	SERVICE STATIONS
2700	AUTO SALES/SERVICE/RENTAL
2800	MOBILE HOME PARKS/PK LOTS
2900	WHOLESALE/PRODUCE OUTLETS
3000	FLORIST/GREENHOUSE
3100	OPEN STADIUMS
3200	THEATER/AUDITORIUM (ENCL)
3300	NIGHTCLUB/BAR/LOUNGE
3400	BOWLING/SKATING/POOL HALL
3500	TOURIST ATTRACTION
3600	CAMPS
3700	RACE TRACK; HORSE/DOG/AUTO
3800	GOLF COURSE/DRIVING RANGE
3900	HOTELS/MOTELS
4000	VACANT INDUSTRIAL
4100	LT MFG/SM MACH SHOP/PRINT
4200	HEAVY IND/EQUIP MFG/MACH
4300	LUMBER YARD/SAWMILL
4400	PACK PLANT (FRUIT/MEAT)
4500	CANNERIES/DISTILLERIES

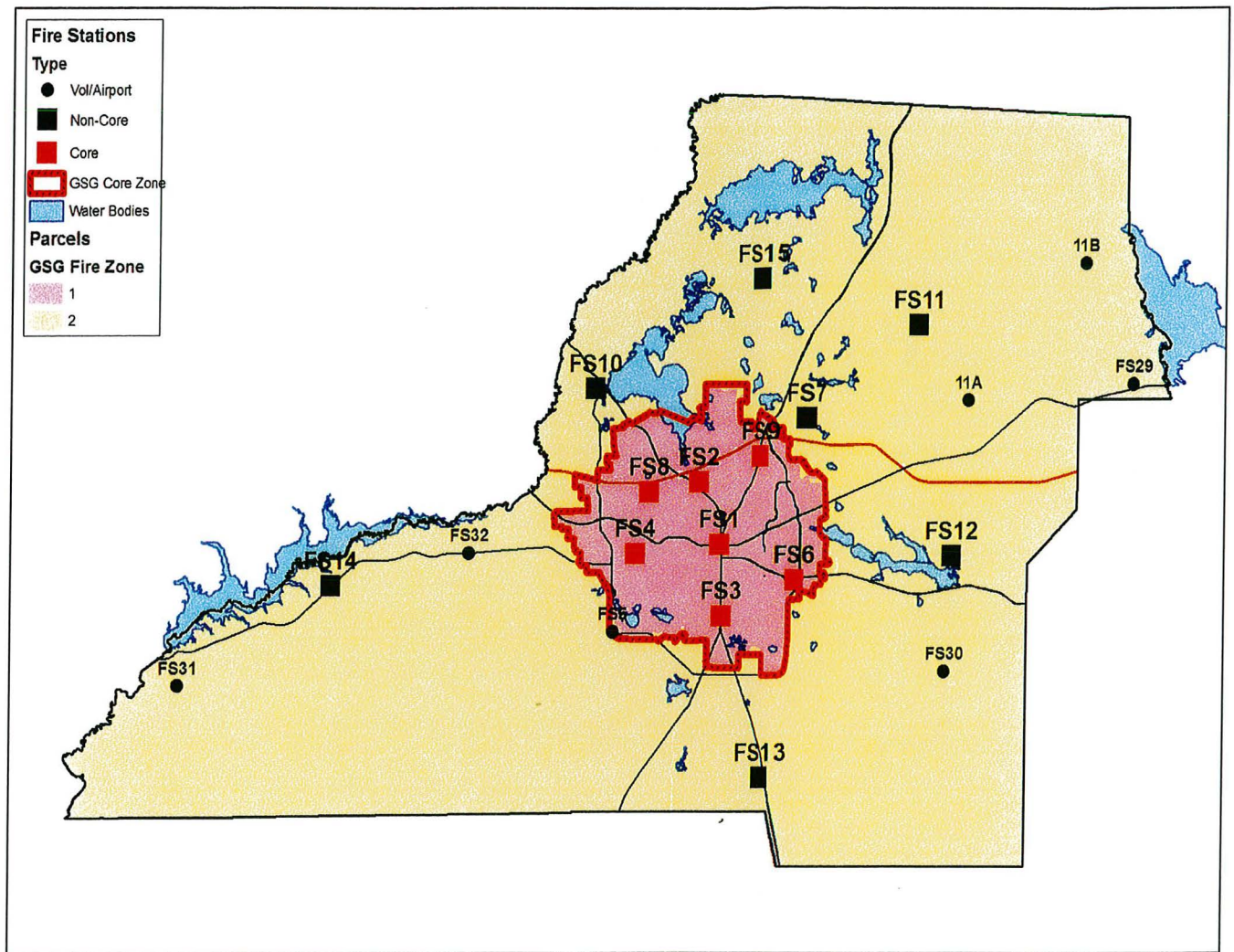
CODE	DESCRIPTION
4600	FOOD PROCESSING/BAKERIES
4700	CEMENT PLANTS
4800	WAREHOUSING
4900	OPEN STORAGE
5000	IMPROVED AGRICULTURAL
5100	VEGETABLE CROPS
5200	BI-ANNUAL ROW CROPS
5300	ROW CROPS
5400	TIMBERLAND SITE 90+
5500	TIMBERLAND SITE 80-89
5600	TIMBERLAND SITE 70-79
5700	TIMBERLAND SITE 60-69
5800	TIMBERLAND SITE 50-59
5900	TIMBERLAND NOT CLASSIFIED
6000	IMPROVED PASTURE LAND
6100	SEMI-IMPROVED LAND
6200	NATIVE LAND
6300	WASTE LAND
6400	GRAZING LAND CLASS V
6500	GRAZING LAND CLASS VI
6600	CITRUS
6700	POULTRY/BEEES/FISH/RABBIT
6800	DAIRY, HOG & CATTLE FEED
6900	ORNAMENTALS, MISC AG
7000	VACANT INSTITUTIONAL
7100	CHURCHES
7200	PRIVATE SCHOOLS & COLLEGE
7300	PRIVATE OWNED HOSPITALS
7400	HOMES FOR THE AGED
7500	ORPHANAGES
7600	MORTUARIES/CEMETERIES
7700	CLUBS, LODGES, UNION HALLS
7800	SANITARIUMS, CONVALES, REST
7900	CULTURAL ORG, FACILITIES
8000	UNDEFINED
8100	MILITARY
8200	GOVT FOREST/PARKS/RECREATIONAL
8300	PUBLIC COUNTY SCHOOLS
8400	COLLEGES
8500	HOSPITALS
8600	COUNTY
8700	STATE
8800	FEDERAL
8900	MUNICIPAL NOT PARKS
9000	LEASEHOLD GOVT OWNED



CODE	DESCRIPTION
9100	UTILITIES, GAS/ELEC/TELEP
9200	MINING, PETROLEUM, GAS
9300	SUBSURFACE RIGHTS
9400	RIGHT-OF-WAY
9500	RIVERS & LAKES, SUBMERGED
9600	SEWAGE DISP, BORROW PITS
9700	OUTDOOR REC OR PARK
9800	CENTRALLY ASSESSED
9900	ACREAGE NON AGRICULTURAL

# Appendix E

## MAP OF SERVICE ZONES



# Rate Schedule

Attachment #1

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Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Single-Family Dwelling Unit		\$179	\$161
Multi-Family Dwelling Unit		\$125	\$43
Commercial Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$231	\$245
	2,000 - 3,499	\$462	\$489
	3,500 - 4,999	\$809	\$856
	5,000 - 9,999	\$1,155	\$1,222
	10,000 - 19,999	\$2,309	\$2,444
	20,000 - 29,999	\$4,618	\$4,887
	30,000 - 39,999	\$6,926	\$7,330
	40,000 - 49,999	\$9,235	\$9,774
	50,000 - 59,999	\$11,544	\$12,217
	60,000 - 69,999	\$13,852	\$14,660
	70,000 - 79,999	\$16,161	\$17,104
	80,000 - 89,999	\$18,469	\$19,547
	90,000 - 99,999	\$20,778	\$21,990
	≥ 100,000	\$23,087	\$24,434
Industrial/Warehouse Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$27	\$49
	2,000 - 3,499	\$54	\$98
	3,500 - 4,999	\$95	\$172
	5,000 - 9,999	\$135	\$245
	10,000 - 19,999	\$270	\$490
	20,000 - 29,999	\$539	\$979
	30,000 - 39,999	\$808	\$1,468
	40,000 - 49,999	\$1,077	\$1,957
	50,000 - 59,999	\$1,346	\$2,447
	60,000 - 69,999	\$1,616	\$2,936
	70,000 - 79,999	\$1,885	\$3,425
	80,000 - 89,999	\$2,154	\$3,914
	90,000 - 99,999	\$2,423	\$4,404
	≥ 100,000	\$2,692	\$4,893
Non-Government Institutional Property Use Category	Building Classification (in square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$380	\$194
	2,000 - 3,499	\$759	\$388
	3,500 - 4,999	\$1,327	\$679
	5,000 - 9,999	\$1,896	\$970
	10,000 - 19,999	\$3,792	\$1,939
	20,000 - 29,999	\$7,583	\$3,878
	30,000 - 39,999	\$11,374	\$5,817
	40,000 - 49,999	\$15,165	\$7,755
	50,000 - 59,999	\$18,956	\$9,694
	60,000 - 69,999	\$22,747	\$11,633
	70,000 - 79,999	\$26,538	\$13,572
	80,000 - 89,999	\$30,330	\$15,510
	90,000 - 99,999	\$34,121	\$17,449
	≥ 100,000	\$37,912	\$19,388
Government Property Use Category	Total System-wide Fee		County Imposed Fee Portion
College - FSU	\$1,064,043		\$0
College - FAMU	\$888,651		\$5,846
College - TCC	\$5,846		\$0
Government - Federal	\$29,232		\$17,539
Government - State	\$461,865		\$23,386
Government - Leon County	\$140,313		\$5,846
Government - City of Tall	\$204,624		\$5,846
Government - Fire Stations	\$46,771		\$11,693
Government - Leon County Industrial Park	\$58,464		\$0
Tallahassee Leon County Civic Center	\$5,846		\$0
Educational - School Board	\$777,570		\$163,699
Tallahassee Housing Authority	\$40,925		\$0
Leon County Research and Development TIITF Authority	\$105,235		\$0
Educational - Lively Vo-Tech	\$40,925		\$0

EXHIBIT

B

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Posted at 5:45 p.m. on October 21, 2013





www.WeServeGovernments.com



October 17, 2013

Mr. Alan Rosenzweig  
Deputy County Administrator  
Leon County Florida  
301 South Monroe Street  
Tallahassee, Florida 32301

### **City of Tallahassee/Leon County Fire Assessment Memorandum (October 17, 2013)**

Dear Mr. Rosenzweig,

Government Services Group, Inc. (GSG) was retained by Leon County (County) to determine if the current 5 year average (Fiscal Year 2009-10 through 2013-14) fire assessment rates based on the Fire Assessment Fee Study that was conducted by GSG in 2008-09 are still reasonable, accurate and legally defensible for the Fiscal Year 2014-15, fire assessment rates.

In order to accomplish this GSG had to complete the following tasks:

- Create an estimated Fiscal Year 2014-15 assessable budget.
- Use the estimated Fiscal Year 2014-15 assessable budget along with the original five year average budget to create an estimated six year average assessable budget.
- Ensure that the newly created 6 year average assessable budget was not significantly different than the original 5 year average assessable budget.

### **ANALYSIS**

The estimated assessable budget for Fiscal Year 2014-15, as calculated by GSG, is based on the following:

- The same overall approach, structure and process that was used to calculate the assessable budget as developed in the 2008-09 study.
- The same calculation and/or application of the factors used to calculate the assessable budget as developed in the 2008-09 study.
- Inclusion of the costs of the same additional fire related items (Fire Hydrant Maintenance, Additional Personnel, Utility Service Costs, Indirect Costs, Undercollections for the Utility Bill and Separate Bill, etc.) that may not have been captured in the City of Tallahassee Fire Services Fund and as developed in the 2008-09 study.

GSG estimated the Fiscal Year 2014-15 assessable budget based on the above listed items and the Fiscal Year 2014 City of Tallahassee Fire Services Fund Budget. Table 1 provides a summary of the estimated Fiscal Year 2014-15 assessable budget.



Mr. Alan Rosenzweig  
October 17, 2013  
Page 2

**Table 1**  
**Estimated Fiscal Year 2014-15 Assessable Budget**

	<b>FY 14/15 Budget</b>	<b>FY 14/15 Assessable Budget</b>
Personnel Services	\$21,618,807	\$18,774,080
Operating Expenditures	\$11,761,218	\$9,929,258
Capital Outlay	\$200,000	\$172,500
<b>Total Expenditures</b>	<b>\$33,580,025</b>	<b>\$28,875,838</b>
Revenues	\$476,382	\$476,382
<b>Total Net Expenditures before Additional Costs</b>	<b>\$33,103,643</b>	<b>\$28,399,456</b>
Total Additional Costs		\$1,925,645
<b>Total Assessable Costs</b>		<b>\$30,325,101</b>

GSG then created a 6 year average budget based on the original 5 year average budget (Fiscal Year 2009-10 through 2013-14) with the addition of the estimated Fiscal Year 2014-15 assessable budget as provided in Table 2.

**Table 2**  
**Six- Year Average Assessable Budget (Fiscal Year 2009-10 through 2014-15)**

<b>FY 09/10 Assessable Budget</b>	<b>FY 10/11 Assessable Budget</b>	<b>FY 11/12 Assessable Budget</b>	<b>FY 12/13 Assessable Budget</b>	<b>FY 13/14 Assessable Budget</b>	<b>Estimated FY 14/15 Assessable Budget</b>	<b>6 Year Average Assessable Budget</b>
\$29,058,003	\$27,999,566	\$29,565,216	\$30,455,098	\$31,478,874	\$30,325,101	\$29,813,643

## RESULTS

The current Fiscal Year 2013-14 and anticipated Fiscal Year 2014-15 fire assessment rates are based on the 5 year average assessable budget of \$29,711,351.

Table 3 provides a comparison of the original 5 year average assessable budget and the estimated 6 year average assessable budget.

**Table 3**  
**Budget Comparison**

<b>5 Year Average Assessable Budget</b>	<b>6 Year Average Assessable Budget</b>	<b>Net Increase or Decrease</b>
\$29,711,351	\$29,813,643	\$102,292

Based on the above analysis and the results shown in Table 3, GSG has concluded that the fire assessment rates based on the Fire Assessment Fee Study that was conducted by GSG in 2008-09 are still reasonable, accurate and legally defensible for Fiscal Year 2014-15.

If you would like to further discuss this analysis, or any other related questions, please feel free to contact me at (850) 681-3717 or [ctharpe@govserv.com](mailto:ctharpe@govserv.com).

Sincerely,



Camille P. Tharpe  
Senior Vice President

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
REGARDING THE PROVISION OF FIRE AND  
EMERGENCY MEDICAL SERVICES**

This Second Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services is made and entered into as of this 5th day of September, 2013, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), and the City of Tallahassee, Florida, a Florida municipal corporation (the “City”), collectively the Parties.

**RECITALS**

**WHEREAS**, the Parties entered into an Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services, dated April 16, 2009, and a First Amendment to Interlocal Agreement, dated June 9, 2009 (collectively, the “Agreement”); and

**WHEREAS**, Section 4 of the Agreement provides that Exhibits A, B, C, D, and E are incorporated therein; and

**WHEREAS**, Exhibit E, Paragraph 6.A, to the Agreement provides that modifications to the Interlocal Agreement may be effectuated upon agreement of the Parties; and

**WHEREAS**, the Parties wish to further amend the Agreement to provide for a Second Term and to address certain long term financial and public safety related issues of both the County and the City; and

**WHEREAS**, the intent of the Parties is to ensure that appropriate levels of service for Fire and Emergency Medical Services are being provided to the citizens of Leon County and the City of Tallahassee at the most reasonable costs available; and

**WHEREAS**, to further ensure that all reasonable cost containment measures have been taken, the Parties intend that the new Fire Station 16, which is being designed and will be

constructed on Weems Road, will be staffed, during the remainder of the Initial Term, utilizing existing human resources, and that construction of two (2) other preliminarily planned fire stations will be deferred until further action of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

- A. That the Recitals set forth above are incorporated herein and by reference made a part hereof.
- B. Exhibit E, Paragraph 1.A, to the Agreement is hereby amended in its entirety to read as follows:

This Agreement shall be effective on the Effective Date. The Initial Term shall commence on October 1, 2009 ("Commencement Date") and continue for a term of six (6) years or until terminated in accordance with this Exhibit. The Second Term shall commence on October 1, 2015 and continue for a term of ten (10) years or until terminated in accordance with this Exhibit.

- C. Exhibit E, Paragraph 1.B, to the Agreement is hereby amended in its entirety to read as follows:

Should both Parties desire to terminate this Agreement before expiration of the Second Term, the Agreement shall be deemed terminated upon the effective date of such termination. Such termination and effective date shall be set forth in writing and signed by both Parties.

- D. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

Section 2. Provision of Services.

A. Emergency Medical Services. The City shall provide Advanced Life Support (ALS) services continuously within the Primary Response Area (PRA) of those fire stations as designated in Exhibit A. The County shall provide a Medical Director for ALS and Basic Life Support (BLS) services provided by the City to the County, who shall meet all requirements of, and perform the duties and obligations required of, a medical director under Chapter 401, Florida Statutes.

B. Fire Services. During the Initial Term, the City shall provide Fire Services continuously within the respective PRAs of all fifteen (15) fire stations, as identified in Exhibit B, and shall provide a level of services, and shall maintain both minimum staffing and apparatus, in accordance with a fire services five-year rate study (Rate Study), which upon adoption by the Parties will be made a part of this Agreement as Exhibit C. During the Second Term, the City shall provide Fire Services continuously within the respective PRAs of all sixteen (16) fire stations as designated in Exhibit G, and shall provide a level of services, and shall maintain both minimum staffing and apparatus, in accordance with a fire services rate study (Second Term Rate Study), to be performed in accordance with Section 3.A of this Agreement and which upon adoption by the Parties will be made a part of this Agreement as Exhibit F. Fire stations may change from time to time to meet changing needs, but in no event shall the location change nor the number of fire stations decrease without the prior approval of the County.

E. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

Section 3. Funding of and Payment for Services.

A. The Rate Study, Exhibit C, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the

Initial Term. Not later than January 1, 2015, the Parties shall authorize development of a Second Term Rate Study, subject to the provisions of Section 4. The Second Term Rate Study, the cost of which shall be paid from Fire Services funds, shall be made a part of this Agreement upon adoption by the Parties.

B. The Second Term Rate Study, Exhibit F, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the Second Term. The Second Term Rate Study, Exhibit F, shall be developed utilizing one of the following structures, as mutually agreed by the Parties:

1. A flat initial five-year assessment/fee rate structure, based upon an assessment methodology utilizing 100% funding of the total assessable costs included in the five-year budget for Fire Services (Fiscal Years 2015 through 2019), but in no event shall any increase in the single family dwelling unit rate exceed 15% of the rate for same, as set forth in Table 16 of Exhibit C; followed by a variable second five-year assessment/fee rate structure utilizing an annual inflationary or appropriate alternative index adjustment; or
2. A variable ten-year assessment/fee rate structure, based upon an assessment methodology utilizing 100% funding of the total assessable costs for the fiscal year 2015 budget for Fire Services and incorporating an annual inflationary or appropriate alternative index adjustment; or
3. A combination of the foregoing structures or an alternate structure, as mutually agreed by the Parties.

C. The Parties may levy an annual fire services special assessment on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire



Services consistent with the Rate Study, Exhibit C, during the Initial Term and consistent with the Second Term Rate Study, Exhibit F, during the Second Term, and the City shall collect the same, including in the unincorporated area unless otherwise collected utilizing the provisions of §197.3632, Florida Statutes. The Parties shall levy and the City shall collect an annual fire services fee on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, during the Initial Term and consistent with the Second Term Rate Study, Exhibit F, during the Second Term, which are not otherwise assessed.

D. At the end of the first five-year period of the Second Term, either Party may, based upon extraordinary circumstances that may have occurred that have effected the financial conditions utilized in developing the annual fire services special assessment and fee (i.e. inflation rate and/or fuel prices have increased extraordinarily, etc.), request a new rate study be developed by the Parties; however, no new rate study shall be developed without mutual written agreement of the Parties.

E. The EMS MSTU Ordinance shall be revised or amended by the City so that the subject ordinance, which consents to the inclusion of the territorial boundaries of the City of Tallahassee into boundaries of the EMS MSTU, shall expire not earlier than the last day of the Second Term of this Agreement and so that the millage limitation shall be changed to  $\frac{3}{4}$  mills upon all real and personal property within the EMS MSTU.

F. Payment for services shall be made as provided in Exhibit D.

F. Section 4 of the Agreement is hereby amended in its entirety to read as follows:

Section 4. Exhibits and Supplemental Provisions.

Exhibits A through E, inclusive, which are attached hereto, and Exhibits F and G, when prepared and attached hereto, shall be deemed incorporated herein as if fully set forth below. The Parties shall comply with the provisions set forth in Exhibits D and E.

**G.** Exhibit D to the Agreement is hereby amended in its entirety to read as follows:

#### **EXHIBIT D**

##### **Payment of Service**

1. The City shall collect all fire services fees and assessments imposed by the Parties, in both the incorporated and unincorporated areas of Leon County, unless otherwise collected utilizing the provisions of section 197.3632, Florida Statutes. The City hereby acknowledges that its collection of any fire services fees and assessments imposed by the County shall constitute full payment by the County to the City for all Fire Services provided under the Agreement, subject to the provisions of paragraph 7. Revenues from the unincorporated area will be accounted for in a separate revenue line within the Fire Services Fund.

2. On a quarterly basis and at the end of each fiscal year, the City will provide the County reports identifying total fire services fee revenue collections in the unincorporated area.

3. On or before the 10th day of October of each fiscal year, the City will remit to the County the amount included in the Rate Study or Second Term Rate Study, as applicable, for that fiscal year for the support of Volunteer Fire Departments.

4. The County agrees to pay the City the following amounts for all ALS services, as follows:

On or before the 10<sup>th</sup> day of each quarter (October, January, April and July), the County shall pay the City the amount of \$675,503 for FY2010, \$690,364 for FY2011, \$705,552 for FY2012, \$721,074 for FY2013, \$736,938 for FY2014, and \$753,151 for FY2015. For the

Second Term, the ALS payment from the County to the City will be annually adjusted to reflect the lesser of (i) the increase in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All items (unadjusted) during the most recent twelve-month period for which such index is available at the time the adjustment is calculated, or (ii) the rate of property value growth in Leon County, as determined and reported by the Leon County Property Appraiser, but in no event shall the ALS payment increase by more than 5% annually.

5. Both the City and County recognize that fire services fee rates are based on average assessable costs as reflected in fiscal year(s) budgets. Possible surplus revenues collected in the early years are intended to offset probable increased costs in the latter years identified in the Rate Study and Second Term Rate Study. Any excess funds at the end of each fiscal year will be transferred into a Fire Services Reserve fund for future appropriation.

6. Increases in annual appropriations to the Fire Services Fund shall be restricted to the growth rates in expenditures as identified in the Rate Study or Second Term Rate Study, as applicable. Deviation from these growth rates will need to be approved by the AMC and ratified by the City Commission.

7. The County shall remit to the City all fire services assessment funds received by the County, less the costs of collections, if any, and not previously remitted to the City, at such time as may be agreed upon by the Parties. Within twelve months of the end of each fiscal year, both Parties shall make a financial determination as to the percentage of fire services fees and assessments collected in proportion to the amounts billed for Fire Services for that fiscal year. In the event the amount collected is less than 95% of the amount billed by or on behalf of that Party for such fiscal year, that Party shall be responsible for remitting, to the Fire Services Fund, funds necessary to equal 95% of the amount billed. If an annual shortfall occurs in the Fire Services

Fund the AMC shall determine whether Fire Services Reserve funds should be released to address the deficiency. If Fire Services Reserve funds are not adequate, the AMC may make a recommendation on how to address the shortfall to the Parties and may authorize a new rate study be undertaken.

**H.** Exhibit E, Paragraph 5, to the Agreement is hereby amended in its entirety to read as follows:

5. Conditions Precedent.

A. The following are conditions precedent to the effectiveness of this Second Amendment to the Agreement and to the obligations of the Parties to comply with the terms and conditions of this Second Amendment to the Agreement:

1. The Parties enter into an Interlocal Agreement providing for the distribution and use of the proceeds of the 5<sup>th</sup>-Cent Local Option Fuel Tax, not later than September 6, 2013;
2. The Parties enter into a Second Addendum to Agreement for Expenditure of Local Option Gas Tax Proceeds, related to the 6<sup>th</sup>-Cent Local Option Fuel Tax, not later than September 6, 2013;
3. The County adopts an Ordinance amending Chapter 11, Article XXII of The Code of Laws of Leon County, Florida, regarding the EMS MSTU, so that the millage limitation shall be changed to 0.75 mills upon all real and personal property within the boundaries of the EMS MSTU, not later than October 31, 2013;
4. The City adopts an Ordinance amending the EMS MSTU Ordinance consenting to the continued inclusion of the territorial boundaries of the City of Tallahassee into boundaries of the EMS MSTU, which shall expire not earlier than the last

day of the Second Term of this Agreement, and consenting to a change in the millage limitation to 0.75 mills upon all real and personal property within the EMS MSTU, not later than October 31, 2013;

5. The County adopts an Ordinance levying the 5<sup>th</sup>-Cent Local Option Fuel Tax in Leon County not later than September 30, 2013;
  6. The County adopts an Ordinance re-levying the 6<sup>th</sup>-Cent Local Option Fuel Tax in Leon County, not later than December 31, 2013;
  7. The County commits to providing on-going funding support for the Palmer Monroe Teen Center in the amount of \$150,000 for FY 2014-2016, inclusive; and
  8. The Parties approve the Second Term Rate Study, and by addendum incorporate same into this Agreement as Exhibit F, not later than March 1, 2015.
- B. The Parties shall use reasonable efforts to satisfy the conditions precedent that are their respective responsibility, to coordinate exchanges of information and documents relating thereto through their respective representatives, and to promptly notify the other Party upon satisfaction of each condition precedent.
- C. If any of the conditions precedent set forth in this Section 5 are not satisfied by the Party responsible therefor on or before the date specified for completion of such condition precedent, then either Party shall have the right to terminate this Second Amendment to the Agreement by notice to the other Party within thirty (30) days after the applicable deadline. Termination in accordance with this Section 8.C. shall not be an event of default under this Agreement, and the Parties shall have no further liability hereunder with respect to this Second Amendment to the Agreement.



I. All other provisions, sections, and requirements in the Agreement not otherwise in conflict with the provisions herein shall remain in full force and effect.

J. That this Second Amendment to the Agreement shall become effective upon full compliance with each condition precedent set forth in Section 8.A.1-8 herein above and full execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be executed by their duly authorized representatives this 5th day of September, 2013.

**CITY OF TALLAHASSEE**

By: Anita Favors Thompson  
Anita Favors Thompson  
City Manager

Attested by:

By: James O. Cooke, IV  
James O. Cooke, IV,  
City Treasurer-Clerk

Approved as to form:  
City Attorney's Office

By: Lewis E. Shello, Esq.  
Lewis E. Shello, Esq.  
City Attorney

**LEON COUNTY, FLORIDA**

By: Vincent S. Long  
Vincent S. Long  
County Administrator

Bob Inzer, Clerk of the Court  
Leon County, Florida

By: John Stott, Deputy Clerk

Approved as to form:  
County Attorney's Office

By: Herbert W.A. Thiele, Esq.  
Herbert W.A. Thiele, Esq.  
County Attorney

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Adoption of Proposed Revised Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy"

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Shelly Kelley, Purchasing Director

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Adopt proposed revised Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy" (Attachment #1).

## **Report and Discussion**

### **Background:**

In an effort to streamline the purchasing process in relation to improvements and renovations for Leon County-owned space that is to be leased to private entities, Purchasing staff has identified areas of Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy" (Purchasing Policy) that may be revised to expedite this process.

Leon County is in the process of trying to rent out space in both the Bank of America building and the Lake Jackson Town Center (formerly Huntington Oaks). Due to the condition and layout of these spaces, the County needs to do some basic renovations in order to be able to lease the spaces. Staff from Purchasing, Facilities, and Real Estate met to discuss these issues and investigate ideas to streamline the process. The following revisions will enable the Real Estate division to reduce the purchasing timeframes for necessary renovations, which will help the County remain competitive with other leasing entities.

### **Analysis:**

This item addresses revisions necessary to streamline the purchasing process for renovations and tenant improvements to County-owned space that is to be leased to private entities. The proposed revisions to the Policy are as follows:

1. Revise:

Section 5      PURCHASING CATEGORIES; THRESHOLD AMOUNTS

- Table 1 – Purchasing Process Thresholds:

    Increase the threshold for informal bids for tenant improvements and renovations to County-owned space leased to private entities. For this specific need, the informal bid threshold will be increased to \$200,000.

2. Add:

Section 5.07.1    INFORMAL BIDS FOR TENANT RENOVATIONS AND IMPROVEMENTS FOR LEASED SPACE

    The proposed revision provides the process by which informal bids for tenant renovations and improvements for leased space will be procured. The process outlined in Section 5.07 for informal bids will be followed with an additional requirement that vendors who are registered with Leon County as a Small Business Entity be included in the vendor pool.

**Options:**

1. Adopt proposed revised Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy" (Attachment #1)
2. Do not adopt proposed revised Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy."
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Proposed Revised Policy No. 96-1, "Purchasing and Minority, Women, and Small Business Enterprise Policy."



## **REVISED TABLE 1**

### **Section 5 PURCHASING CATEGORIES; THRESHOLD AMOUNTS**

<b>Table 1 – Purchasing Process Thresholds</b>	
<b>Procurement Method</b>	<b>Threshold</b>
Petty Cash/Reimbursement (Section 5.01)	Not to exceed \$100
Field Purchase Order (Section 5.02)	\$1 to \$500
Small Purchase Procedures (Section 5.03) Warehouse Operations (Section 5.031)	\$1 to \$1,000 \$1 to \$5,000
Blanket Purchase Orders (Section 5.04) Non-contractual Basis Contractual Basis	not to exceed \$5,000 not to exceed annual contract value
Field Quotes (Section 5.05)	\$1,000 to \$5,000
Purchasing Quotes (Section 5.06)	\$5,000.01 to \$50,000
Bid - Informal Bid Process (Section 5.07) <u>Standard</u>	\$50,000.01 to \$100,000
<u>Bid - Informal Bid Process for Tenant Renovations/Improvements to County Space Leased by Private Entities (Section 5.07.1)</u>	<u>\$50,000.01 to \$200,000</u>
Bid - Competitive Sealed Bids (Section 5.08)	\$100,000.01 and above
RFP - Competitive Sealed Proposals (Sections 5.09 and 5.09.1)	Purchasing Director – Authorized to Release RFPs Expected to Result in Costs No Greater than \$100,000;  County Administrator Authorized to release all RFPs

### **Section 5.07 INFORMAL BIDS**

For purchases within the cost range authorized for informal bids in Section 5, the Purchasing Director shall secure, whenever possible, a minimum of three written quotations, which shall be the result of written specifications transmitted by mail, by electronic format, or by facsimile. When such quotations are received by facsimile, the purchasing agent will immediately seal and label the quotations until the time set for opening bids. In those instances where the securing of three quotations is not practicable, the Purchasing Director shall provide written justification of such. The Purchasing Division shall seek out and encourage participation in the bid from certified small or certified minority and women-owned business enterprises, when available. The quotations shall be reviewed and a written recommendation of award shall be prepared for review and action.

#### **Section 5.07.1 INFORMAL BIDS FOR TENANT RENOVATIONS AND IMPROVEMENTS FOR LEASED SPACE**

For purchases for tenant renovations/improvements for County-owned spaces leased to private entities and within the cost range authorized for informal bids for lease space in Section 5, all procedures in Section 5.07 shall be followed.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #8

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Ratification of Annual Performance Reviews of County Administrator in Accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Lillian W. Bennett, Director of Human Resources
<b>Lead Staff/ Project Team:</b>	Geri M. Forslund, Employee Development Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Ratify annual performance reviews of County Administrator (Attachments #1 and #2), in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #3)

## **Report and Discussion**

### **Background:**

To insure that the annual performance evaluation process for the County Administrator is conducted in a fair and open manner, the Board, on January 29, 2013, adopted revised Policy No 11-6, "County Administrator Evaluation and Annual Reporting Process." The Policy includes the evaluation form used to evaluate the County Administrator.

The Policy outlines the process for carrying out the annual evaluation as follows:

1. In October of each year, the County Administrator will prepare a report that provides a detailed analysis summarizing the state of the County ("the annual report").
2. The reporting period for the annual report will be based on the prior fiscal year.
3. The annual report will be presented for acceptance by the Board at the first regularly scheduled meeting in October of each year.
4. To maximize community involvement:
  - a. In addition to the Board of County Commissioners meeting, the annual report will be presented to at least two community meetings conducted outside of the Courthouse. The locations will be selected to maximize citizens' opportunity to participate.
  - b. Presentation of a summary of the annual report will be published in a newspaper of general circulation.
5. Immediately following the distribution of the annual report each year, the Chairman will distribute the County Administrator performance evaluation form, included as part of this Policy, to each of the Board members.
6. Each individual Commissioner will provide the County Administrator a copy of the completed and signed evaluation within five (5) calendar days of receipt from the Chairman. Each Commissioner is encouraged to meet with the County Administrator to discuss their individual evaluation. The County Administrator will forward a copy of the completed evaluation to the Chairman and to the Human Resources Director.
7. The Chairman will review all of the evaluation forms and approve an appropriate merit percentage increase in accordance with the contract of the County Administrator.
8. The Chairman, with the assistance of the Human Resources Director, will compile the individual evaluations into a summary document and prepare an agenda item containing the following: summary of evaluations, individual evaluations, and merit percentage increase.
9. The compilation of the County Administrator's evaluation will be presented at the second regularly scheduled meeting in October of each year for ratification by the Board of each Commissioner's individual evaluations and the merit percentage increase.

**Analysis:**

The performance evaluation for the County Administrator focuses on nine key areas:

1. Professional Skills and Status
2. Relations with Board of County Commissioners
3. Policy Execution
4. Reporting
5. Citizen Relations
6. Staffing
7. Supervision
8. Fiscal Management
9. Community

The key areas encompass 46 rating categories that are rated on the following scale: (5) Excellent; (4) Above average; (3) Satisfactory; (2) Below average, and (1) Unsatisfactory.

In accordance with Board Policy No. 11-6, the Human Resources Director has compiled a summary review of each individual commissioner's ratings of the County Administrator and an overall performance rating (Attachment #1).

The overall performance rating for the County Administrator is a 491, out of a total possible rating of 5.00. Completed performance reviews by each individual commissioner and his or her comments are included in Attachment #2.

As part of the annual evaluation process, and in accordance with the County Administrator's contract, the County Administrator will receive a 1.5% COLA October 1, 2013 and a 1.5% on April 1, 2014, which was approved by the Board for all County employees. In addition, the County Administrator's contract provides for an annual merit increase to be reviewed and considered by the Chairman. As he did last year, the County Administrator requested that he not be considered for the merit bonus this year due to the current economic climate and to be consistent with the COLA provided to other County employees. Accordingly, Board ratification of the performance reviews of the County Administrator for the 2013 review period is requested.

**Options:**

1. Ratify annual performance reviews of County Administrator (Attachments #1 and #2), in accordance with Board Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #3)
2. Do not ratify the annual performance reviews of the County Administrator in accordance with Board Policy No. 11-6.
3. Board direction.

**Recommendation:**

Option #1.



Attachments:

1. Performance Review Summary and Overall Ratings
2. Individual Commissioner Performance Reviews of the County Administrator
3. Board Policy No 11-6, titled "County Administrator Evaluation and Annual Reporting Process" and Performance Evaluation Form

VSL/LWB/gmf



Leon County Board of County Commissioners  
Performance Evaluation Results  
for  
County Administrator

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

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Commissioner	Average
Commissioner Bryan Desloge	4.96
Commissioner Bill Proctor	5.00
Commissioner MaryAnn Lindley	5.00
Commissioner Nick Maddox	4.80
Commissioner Kristin Dozier	4.69
Commissioner Jane Sauls	5.00
Commissioner John Dailey	4.93
<b>Total for this evaluation period</b>	<b>4.91</b>



Leon County Board of County Commissioners  
Performance Evaluation

Attachment #2  
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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
a. Knowledgeable of current developments affecting the management field and affecting county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	4
f. Interacts with BOCC in a direct and straightforward manner.	4
2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action..	5
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	5
d. Responds to requests for information or assistance by the Board.	5
3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.	5
4. REPORTING	Performance Rating

- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 5 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 5 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 5 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

**5. CITIZEN RELATIONS**

**Performance Rating**

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 4 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 5 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

**6. STAFFING**

**Performance Rating**

- |   |   |
|---|---|
| a. Recruits and retains competent personnel for County positions.                                   | 5 |
| b. Aware of staff weaknesses and works to improve their performance.                                | 5 |
| c. Accurately informed and concerned about employee relations.                                      | 5 |
| d. Professionally manages the compensation and benefits plan.                                       | 5 |
| e. Promotes training and development opportunities for employees at all levels of the organization. | 5 |

**7. SUPERVISION**

**Performance Rating**

- |  |   |
|--|---|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | 5 |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | 5 |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 5 |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | 5 |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5 |

**8. FISCAL MANAGEMENT**

**Performance Rating**

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

- efficiently and effectively.
- |  |   |
|--|---|
| c. Prepared budget is in an intelligent but readable format.                     | 5 |
| d. Possesses awareness of the importance of financial planning and control.      | 5 |
| e. Appropriately monitors and manages the fiscal activities of the organization. | 5 |

<b>9. COMMUNITY</b>	<b>Performance Rating</b>
---------------------	---------------------------

- |   |   |
|---|---|
| a. Cooperates with neighboring communities.   | 5 |
| b. Cooperates with the City, State, and Federal governments.  | 5 |
| c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. | 5 |
| d. Avoids unnecessary controversy.  | 5 |
| e. Helps the Board address future needs and develop adequate plans to address long term trends.                 | 5 |

**10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?**

**11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?**

**12. Other comments?**

Keep up the good work Vince.

**Performance Evaluation Results submitted by: Commissioner Dailey**

**Total Factors Rated: 46 / 46**

**Total All Points: 227**

**Average Rating: 4.93**

**Signature: Commissioner** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature: County Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_



Leon County Board of County Commissioners  
Performance Evaluation

Attachment #2  
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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
a. Knowledgeable of current developments affecting the management field and affecting county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	5
f. Interacts with BOCC in a direct and straightforward manner.	5
2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action..	5
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	5
d. Responds to requests for information or assistance by the Board.	4
3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.	5
4. REPORTING	Performance Rating



- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 5 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 5 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 5 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

#### 5. CITIZEN RELATIONS

#### Performance Rating

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 4 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 5 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

#### 6. STAFFING

#### Performance Rating

- |   |   |
|---|---|
| a. Recruits and retains competent personnel for County positions.                                   | 5 |
| b. Aware of staff weaknesses and works to improve their performance.                                | 5 |
| c. Accurately informed and concerned about employee relations.                                      | 5 |
| d. Professionally manages the compensation and benefits plan.                                       | 5 |
| e. Promotes training and development opportunities for employees at all levels of the organization. | 5 |

#### 7. SUPERVISION

#### Performance Rating

- |  |   |
|--|---|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | 5 |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | 5 |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 5 |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | 5 |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5 |

#### 8. FISCAL MANAGEMENT

#### Performance Rating

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |

- efficiently and effectively.
- c. Prepared budget is in an intelligent but readable format. 5
- d. Possesses awareness of the importance of financial planning and control. N/R
- e. Appropriately monitors and manages the fiscal activities of the organization. 5

9. COMMUNITY	Performance Rating
--------------	--------------------

- |   |   |
|---|---|
| a. Cooperates with neighboring communities.   | 5 |
| b. Cooperates with the City, State, and Federal governments.  | 5 |
| c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. | 5 |
| d. Avoids unnecessary controversy.  | 5 |
| e. Helps the Board address future needs and develop adequate plans to address long term trends.                 | 5 |

10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?

11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

12. Other comments?

Performance Evaluation Results submitted by: Commissioner Desloge

Total Factors Rated: 45 / 46

Total All Points: 223

Average Rating: 4.96

Signature: Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Signature: County Administrator \_\_\_\_\_ Date \_\_\_\_\_



Leon County Board of County Commissioners  
Performance Evaluation

Attachment #2  
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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
a. Knowledgeable of current developments affecting the management field and affecting county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	4
e. Willing to try new ideas proposed by Board Members or staff.	5
f. Interacts with BOCC in a direct and straightforward manner.	4
2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action..	4
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	4
d. Responds to requests for information or assistance by the Board.	5
3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.	5
4. REPORTING	Performance Rating

- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 4 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 4 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 4 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

#### 5. CITIZEN RELATIONS

#### Performance Rating

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 5 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 4 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

#### 6. STAFFING

#### Performance Rating

- |   |   |
|---|---|
| a. Recruits and retains competent personnel for County positions.                                   | 5 |
| b. Aware of staff weaknesses and works to improve their performance.                                | 4 |
| c. Accurately informed and concerned about employee relations.                                      | 5 |
| d. Professionally manages the compensation and benefits plan.                                       | 5 |
| e. Promotes training and development opportunities for employees at all levels of the organization. | 5 |

#### 7. SUPERVISION

#### Performance Rating

- |  |     |
|--|-----|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | N/R |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | 4   |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 4   |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | 4   |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5   |

#### 8. FISCAL MANAGEMENT

#### Performance Rating

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |

- efficiently and effectively.
- c. Prepared budget is in an intelligent but readable format. 5
  - d. Possesses awareness of the importance of financial planning and control. 5
  - e. Appropriately monitors and manages the fiscal activities of the organization. 5

9. COMMUNITY	Performance Rating
--------------	--------------------

- |   |   |
|---|---|
| a. Cooperates with neighboring communities.   | 5 |
| b. Cooperates with the City, State, and Federal governments.  | 5 |
| c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. | 4 |
| d. Avoids unnecessary controversy.  | 4 |
| e. Helps the Board address future needs and develop adequate plans to address long term trends.                 | 5 |

**10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?**

Thought out the year the Administrator and out County staff have tackled several difficult issues. Mr.Long has continually kept me informed about those issues and the progress he and his staff made throughout the year. Additionally, the LEADS program, lead by Mr.Long, has produced creative and exciting ways to save money and improve efficiency, thereby allowing Leon County to do more with less.

**11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?**

As a whole, the Commission and Board could engage the work of our citizens committees and outside boards more. While the Administrator and his staff have done a good job administering the work of an array of citizens committees, including the Sales Tax Committee and Imagine Tallahassee, there are many long standing boards that that could be more efficient, may have served their purpose and/or could use greater engagement by the Administrator and the Board. I know the Administrator understands this and has worked to attend more meeting, etc.

**12. Other comments?**

Is has been a difficult year, but one in which we maintained a difficult budget and worked through many tough issues. The Administrator should be proud of the work he and his team have preformed. They have been recognized for their work by many outside organizations, including Mr. Long being named Leader of the Year by Leadership Tallahassee. A well deserved honor.

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Performance Evaluation Results submitted by: Commissioner Dozier
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**Total Factors Rated: 45 / 46**

**Total All Points: 211**

**Average Rating: 4.69**

Signature: Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Signature: County Administrator \_\_\_\_\_ Date \_\_\_\_\_





Leon County Board of County Commissioners  
Performance Evaluation

Attachment #2  
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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
-----------------------------------	--------------------

- |   |   |
|---|---|
| a. Knowledgeable of current developments affecting the management field and affecting county governments. | 5 |
| b. Respected in management profession.  | 5 |
| c. Has a capacity for and encourages innovation.  | 5 |
| d. Anticipates problems and develops effective approaches for solving them.                               | 5 |
| e. Willing to try new ideas proposed by Board Members or staff.   | 5 |
| f. Interacts with BOCC in a direct and straightforward manner.  | 5 |

2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
---	--------------------

- |  |   |
|--|---|
| a. Carries out directives of the Board as a whole rather than those of any one Board member.               | 5 |
| b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.. | 5 |
| c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.      | 5 |
| d. Responds to requests for information or assistance by the Board.  | 5 |

3. POLICY EXECUTION	Performance Rating
---------------------	--------------------

- |  |     |
|--|-----|
| a. Implements Board action in accordance with the intent of the Board.   | 5   |
| b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.                            | 5   |
| c. Enforces County policies.   | 5   |
| d. Understands County's laws and ordinances.   | 5   |
| e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.                                      | N/R |
| f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration. | 5   |

4. REPORTING	Performance Rating
--------------	--------------------

- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 5 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 5 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 5 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

#### 5. CITIZEN RELATIONS

#### Performance Rating

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 5 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 5 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

#### 6. STAFFING

#### Performance Rating

- |   |     |
|---|-----|
| a. Recruits and retains competent personnel for County positions.                                   | 5   |
| b. Aware of staff weaknesses and works to improve their performance.                                | N/R |
| c. Accurately informed and concerned about employee relations.                                      | 5   |
| d. Professionally manages the compensation and benefits plan.                                       | N/R |
| e. Promotes training and development opportunities for employees at all levels of the organization. | N/R |

#### 7. SUPERVISION

#### Performance Rating

- |  |     |
|--|-----|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | N/R |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | N/R |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 5   |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | N/R |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5   |

#### 8. FISCAL MANAGEMENT

#### Performance Rating

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |

- efficiently and effectively.
- c. Prepared budget is in an intelligent but readable format. 5
- d. Possesses awareness of the importance of financial planning and control. 5
- e. Appropriately monitors and manages the fiscal activities of the organization. 5

9. COMMUNITY	Performance Rating
--------------	--------------------

- a. Cooperates with neighboring communities. 5
- b. Cooperates with the City, State, and Federal governments. 5
- c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. 5
- d. Avoids unnecessary controversy. 5
- e. Helps the Board address future needs and develop adequate plans to address long term trends. 5

**10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?**

I joke that Vince had me at New Urbanism, when I first met him as a candidate for office and was trying to get a feel for his vision for county government administration. I appreciate that he is open and encouraging of progressive programs for county and not afraid to move out of the status quo -- the "way we've always done it" mentally.

He has been especially helpful in helping me, as a new commissioner, see that there are generally middle-ground steps to problems that can help us avoid the pitfalls of unnecessary controversy. The documentation on how long it had been and what was at stake in not increasing stormwater fees after more than 20 years, helped me make a good argument to those who opposed any fee hike at all.

I appreciate Vince's calm, bemused (at times) administrative style, and yet in my 10 months in office I have never seen him caught unaware by even the most convoluted or hotly political question from commissioners during a meeting. He's on top of things and paying attention and I respect that diligence and institutional knowledge.

**11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?**

Vince provides a positive environment for staff to shine, and is welcoming of new ideas from new commissioners. I was astounded at how quickly he embraced my proposal of a Domestic Partnership Registry for Leon County. His staff went to work on drafting one of the most comprehensive law of its kind and the proposed ordinance was before the board within 3 months.

Maybe after more years in office, I'll have constructive ideas for improvement, but right now, I am impressed by the professionalism and expertise and amazing morale of county government under Vince's leadership.

**12. Other comments?**

In some areas, I didn't rank Vince because they were parts of his daily work that as a commissioner I'm not involved in. I presume he is an excellent supervisor, judging from the professionalism and high morale I see among the staff at all levels.

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<b>Performance Evaluation Results submitted by: Commissioner Lindley</b>
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**Total Factors Rated: 39 / 46**

**Total All Points: 195**

**Average Rating: 5.00**

Signature: Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Signature: County Administrator \_\_\_\_\_ Date \_\_\_\_\_



Leon County Board of County Commissioners  
Performance Evaluation

Attachment #2  
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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
a. Knowledgeable of current developments affecting the management field and affecting county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	4
f. Interacts with BOCC in a direct and straightforward manner.	5
2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action..	5
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	5
d. Responds to requests for information or assistance by the Board.	5
3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.	5
4. REPORTING	Performance Rating

- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 5 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 4 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 5 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

**5. CITIZEN RELATIONS**

**Performance Rating**

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 5 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 4 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

**6. STAFFING**

**Performance Rating**

- |   |   |
|---|---|
| a. Recruits and retains competent personnel for County positions.                                   | 5 |
| b. Aware of staff weaknesses and works to improve their performance.                                | 4 |
| c. Accurately informed and concerned about employee relations.                                      | 4 |
| d. Professionally manages the compensation and benefits plan.                                       | 5 |
| e. Promotes training and development opportunities for employees at all levels of the organization. | 4 |

**7. SUPERVISION**

**Performance Rating**

- |  |   |
|--|---|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | 4 |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | 4 |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 4 |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | 5 |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5 |

**8. FISCAL MANAGEMENT**

**Performance Rating**

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |



- efficiently and effectively.
- c. Prepared budget is in an intelligent but readable format. 5
- d. Possesses awareness of the importance of financial planning and control. 5
- e. Appropriately monitors and manages the fiscal activities of the organization. 5

9. COMMUNITY	Performance Rating
--------------	--------------------

- |   |   |
|---|---|
| a. Cooperates with neighboring communities.   | 5 |
| b. Cooperates with the City, State, and Federal governments.  | 5 |
| c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. | 5 |
| d. Avoids unnecessary controversy.  | 5 |
| e. Helps the Board address future needs and develop adequate plans to address long term trends.                 | 5 |

**10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?**

Vince continuously demonstrates the ability to analyze risks and avoid the potential impact while still maintaining exceptional services to the community.

**11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?**

**12. Other comments?**

Performance Evaluation Results submitted by: Commissioner Maddox

**Total Factors Rated: 46 / 46**

**Total All Points: 221**

**Average Rating: 4.80**

Signature: Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Signature: County Administrator \_\_\_\_\_ Date \_\_\_\_\_



Leon County Board of County Commissioners  
Performance Evaluation

Attachment #2  
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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
a. Knowledgeable of current developments affecting the management field and affecting county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	5
f. Interacts with BOCC in a direct and straightforward manner.	5
2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action..	5
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	5
d. Responds to requests for information or assistance by the Board.	5
3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.	5
4. REPORTING	Performance Rating

- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 5 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 5 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 5 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

#### 5. CITIZEN RELATIONS

#### Performance Rating

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 5 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 5 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

#### 6. STAFFING

#### Performance Rating

- |   |   |
|---|---|
| a. Recruits and retains competent personnel for County positions.                                   | 5 |
| b. Aware of staff weaknesses and works to improve their performance.                                | 5 |
| c. Accurately informed and concerned about employee relations.                                      | 5 |
| d. Professionally manages the compensation and benefits plan.                                       | 5 |
| e. Promotes training and development opportunities for employees at all levels of the organization. | 5 |

#### 7. SUPERVISION

#### Performance Rating

- |  |   |
|--|---|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | 5 |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | 5 |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 5 |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | 5 |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5 |

#### 8. FISCAL MANAGEMENT

#### Performance Rating

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |

- efficiently and effectively.
- c. Prepared budget is in an intelligent but readable format. 5
  - d. Possesses awareness of the importance of financial planning and control. 5
  - e. Appropriately monitors and manages the fiscal activities of the organization. 5

9. COMMUNITY	Performance Rating
--------------	--------------------

- a. Cooperates with neighboring communities. 5
- b. Cooperates with the City, State, and Federal governments. 5
- c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. 5
- d. Avoids unnecessary controversy. 5
- e. Helps the Board address future needs and develop adequate plans to address long term trends. 5

**10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?**

**11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?**

- 1. Black contractors are underserved and deserve more opportunities. Black taxpayers, permanent and students give millions to local economy.
- 2. We need a County Business Development Office.
- 3. Southside needs central sewer to foster future development.
- 4. Need a Black Assistant County Administrator (I know the person who is most capable). We are the Capital County and this is much needed. We are sitting in the face of FAMU and we need to demonstrate equality in public administration.

**12. Other comments?**

I look to the Administrator's leadership in guiding and grinding to the establishment of a new and revised 21st Century Community Fairground Complex. This complex will provide for cultural, entertainment, business and recreational options for Leon County citizens. Congratulations to Vince for being named the Leadership Tallahassee's Leader of the Year! Great job! Well earned!

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<b>Performance Evaluation Results submitted by: Commissioner Proctor</b>
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**Total Factors Rated: 46 / 46**

**Total All Points: 230**

**Average Rating: 5.00**

Signature: Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Signature: County Administrator \_\_\_\_\_ Date \_\_\_\_\_



Leon County Board of County Commissioners  
Performance Evaluation

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County Administrator  
for  
October 1, 2012 to September 30, 2013

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11-6

1. PROFESSIONAL SKILLS AND STATUS	Performance Rating
a. Knowledgeable of current developments affecting the management field and affecting county governments.	5
b. Respected in management profession.	5
c. Has a capacity for and encourages innovation.	5
d. Anticipates problems and develops effective approaches for solving them.	5
e. Willing to try new ideas proposed by Board Members or staff.	5
f. Interacts with BOCC in a direct and straightforward manner.	5
2. RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	Performance Rating
a. Carries out directives of the Board as a whole rather than those of any one Board member.	5
b. Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action..	5
c. Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.	5
d. Responds to requests for information or assistance by the Board.	5
3. POLICY EXECUTION	Performance Rating
a. Implements Board action in accordance with the intent of the Board.	5
b. Supports the actions of the Board after a decision has been reached, both inside and outside the organization.	5
c. Enforces County policies.	5
d. Understands County's laws and ordinances.	5
e. Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.	5
f. Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.	5
4. REPORTING	Performance Rating



- |  |   |
|--|---|
| a. Provides the Board with reports concerning matters of importance to the County.   | 5 |
| b. Reports are accurate, comprehensive and produced in a timely manners.   | 5 |
| c. Reports are generally produced through own initiative rather than when requested by the Board.                            | 5 |
| d. Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.                   | 5 |
| e. Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny. | 5 |

**5. CITIZEN RELATIONS**

**Performance Rating**

- |  |   |
|--|---|
| a. Responsive to complaints from citizens.                                       | 5 |
| b. Demonstrates a dedication to service to the community and its citizens.       | 5 |
| c. Skillful with the news media, avoiding political positions and partisanship.  | 5 |
| d. Has the capacity to listen to others and to recognize their interests.        | 5 |
| e. Willing to meet with members of the community to discuss their real concerns. | 5 |

**6. STAFFING**

**Performance Rating**

- |   |   |
|---|---|
| a. Recruits and retains competent personnel for County positions.                                   | 5 |
| b. Aware of staff weaknesses and works to improve their performance.                                | 5 |
| c. Accurately informed and concerned about employee relations.                                      | 5 |
| d. Professionally manages the compensation and benefits plan.                                       | 5 |
| e. Promotes training and development opportunities for employees at all levels of the organization. | 5 |

**7. SUPERVISION**

**Performance Rating**

- |  |   |
|--|---|
| a. Encourages Department/Division directors to make decisions within their own jurisdictions without County Administrator approval yet maintains general control of administrative operations. | 5 |
| b. Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  | 5 |
| c. Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.                             | 5 |
| d. Evaluates personnel periodically, and points out management weaknesses and strengths.   | 5 |
| e. Encourages teamwork, innovation, and effective problem-solving among the staff members.   | 5 |

**8. FISCAL MANAGEMENT**

**Performance Rating**

- |  |   |
|--|---|
| a. Prepares a balanced budget to provide services at a level directed by the Board.            | 5 |
| b. Makes the best possible use of available funds, conscious of the need to operate the County | 5 |

- efficiently and effectively.
- c. Prepared budget is in an intelligent but readable format. 5
- d. Possesses awareness of the importance of financial planning and control. 5
- e. Appropriately monitors and manages the fiscal activities of the organization. 5

9. COMMUNITY	Performance Rating
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- a. Cooperates with neighboring communities. 5
- b. Cooperates with the City, State, and Federal governments. 5
- c. Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board. 5
- d. Avoids unnecessary controversy. 5
- e. Helps the Board address future needs and develop adequate plans to address long term trends. 5

10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a Commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefitted from the Administrator's leadership)?

11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrators to improve these areas?

12. Other comments?

Tough year - Great job!

Performance Evaluation Results submitted by: Commissioner Sauls

Total Factors Rated: 46 / 46

Total All Points: 230

Average Rating: 5.00

Signature: Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Signature: County Administrator \_\_\_\_\_ Date \_\_\_\_\_

## **Board of County Commissioners Leon County, Florida**

### **Policy No. 11 - 6**

Title: County Administrator Performance Evaluation and Annual Reporting Process

Date Adopted: January 29, 2013

Effective Date: January 29, 2013

Reference: N/A

Policy Superseded: Policy No. 11-6, adopted September 13, 2011

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a revised policy entitled "County Administrator Performance Evaluation and Annual Reporting Process" be hereby adopted, to wit:

For the purpose of evaluating the performance of the County Administrator in a fair and open manner, the Board will annually follow the processes outlined in this policy. As part of this review, the County Administrator will be required to annually report the state of the County to the Board.

This policy is consistent with Florida Statutes 125.84 (1) that states the County Administrator will "Report annually or more often if necessary, to the board of commissioners and to the citizens on the state of the County, the work of the previous year, recommendations for action or programs for improvement of the County and the welfare of its residents."

The following process shall be used annually to effectuate this policy.

1. By October of each year, the County Administrator will prepare a report that provides a detailed analysis summarizing the state of the County ("the annual report").
2. The reporting period for the annual report will be based on the prior fiscal year.
3. The annual report will be presented for acceptance by the Board at the 1<sup>st</sup> regularly scheduled meeting in October of each year.
4. To maximize community involvement:
  - a. In addition to the Board of County Commissioners meeting, the annual report will be presented to at least two community meetings conducted outside of the Courthouse. The locations will be selected to maximize citizens' opportunity to participate.
  - b. Presentation of a summary of the annual report will be published in a newspaper of general circulation.

**County Administrator Performance Evaluation and Annual Reporting Process**  
**Policy No. 11 - 6**

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5. By October 10 of each year, the Chairman will distribute the County Administrator performance evaluation form, included as part of this policy, to each of the Board members.
6. By October 25 of each year, each Commissioner should meet individually with the County Administrator to discuss the results of their evaluations. At the conclusion of the evaluation conference, the Commissioner will provide the County Administrator a copy of the completed and signed form. The County Administrator will forward a copy of the completed evaluation to the Chairman and to the Human Resources Director.
7. The Chairman will review all of the evaluation forms and by November 1 of each year approve an appropriate merit percentage increase in accordance with the contract of the County Administrator.
8. The Chairman, with the assistance of the Human Resources Director, will compile the individual evaluations into a summary document and prepare an agenda item containing the following: summary of evaluations, individual evaluations, and merit percentage increase.
9. The compilation of the County Administrator's evaluation will be presented at a regularly scheduled meeting in November for ratification by the Board of each Commissioner's individual evaluations and the merit percentage increase.

*Revised January 29, 2013*

## Leon County Board of County Commissioners Performance Evaluation

### County Administrator



This form shall be completed by each member of the Board to evaluate the County Administrator's performance in each of the areas noted below. Performance levels can be noted based on the following scale:

- 5 – Excellent (almost always exceeds expectations and performs at very high standard)
- 4 – Above average (generally exceeds performance expectations)
- 3 – Satisfactory (meets performance expectations)
- 2 – Below average (generally does not meet performance expectations)
- 1 – Unsatisfactory (almost always fails to meet minimum performance expectations).

Each member of the Board should sign the form and forward it to the Chairman.

**EVALUATION PERIOD:** \_\_\_\_\_ **TO:** \_\_\_\_\_

1.	PROFESSIONAL SKILLS AND STATUS	5	4	3	2	1
a.	Knowledgeable of current developments affecting the management field and affecting county governments.					
b.	Respected in management profession.					
c.	Has a capacity for and encourages innovation.					
d.	Anticipates problems and develops effective approaches for solving them.					
e.	Willing to try new ideas proposed by Board Members or staff.					
f.	Interacts with BOCC in a direct and straightforward manner.					

2.	RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	5	4	3	2	1
a.	Carries out directives of the Board as a whole rather than those of any one Board member.					
b.	Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.					
c.	Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.					
d.	Responds to requests for information or assistance by the Board.					

County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11 - 6

<b>3.</b>	<b>POLICY EXECUTION</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Implements Board action in accordance with the intent of the Board.					
b.	Supports the actions of the Board after a decision has been reached, both inside and outside the organization.					
c.	Enforces County policies.					
d.	Understands County's laws and ordinances.					
e.	Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.					
f.	Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.					

<b>4.</b>	<b>REPORTING</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Provides the Board with reports concerning matters of importance to the County.					
b.	Reports are accurate, comprehensive and produced in a timely manner.					
c.	Reports are generally produced through own initiative rather than when requested by the Board.					
d.	Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.					
e.	Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny.					

<b>5.</b>	<b>CITIZEN RELATIONS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Responsive to complaints from citizens.					
b.	Demonstrates a dedication to service to the community and its citizens.					
c.	Skillful with the news media, avoiding political positions and partisanship.					
d.	Has the capacity to listen to others and to recognize their interests.					
e.	Willing to meet with members of the community to discuss their real concerns.					

<b>6.</b>	<b>STAFFING</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Recruits and retains competent personnel for County positions.					
b.	Aware of staff weaknesses and works to improve their performance.					
c.	Accurately informed and concerned about employee relations.					
d.	Professionally manages the compensation and benefits plan.					
e.	Promotes training and development opportunities for employees at all levels of the organization.					



County Administrator Performance Evaluation and Annual Reporting Process  
Policy No. 11 - 6

7.	SUPERVISION	5	4	3	2	1
a.	Encourages Department/Division Directors to make decisions within their own jurisdictions without County Administrator approval, yet maintains general control of administrative operations.					
b.	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.					
c.	Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the County Administrator's office.					
d.	Evaluates personnel periodically, and points out management weaknesses and strengths.					
e.	Encourages teamwork, innovation, and effective problem-solving among the staff members.					

8.	FISCAL MANAGEMENT	5	4	3	2	1
a.	Prepares a balanced budget to provide services at a level directed by the Board.					
b.	Makes the best possible use of available funds, conscious of the need to operate the County efficiently and effectively.					
c.	Prepared budget is in an intelligent but readable format.					
d.	Possesses awareness of the importance of financial planning and control.					
e.	Appropriately monitors and manages the fiscal activities of the organization.					

9.	COMMUNITY	5	4	3	2	1
a.	Cooperates with neighboring communities	.				
b.	Cooperates with the City, State, and Federal governments.					
c.	Cooperates with other organizations, such as the City of Tallahassee, Chamber of Commerce, and School Board.					
d.	Avoids unnecessary controversy.					
e.	Helps the Board address future needs and develop adequate plans to address long term trends.					

Total All Points: \_\_\_\_\_

Divide Total by: \_\_\_\_\_ **46** (# of categories)

Average: \_\_\_\_\_

- 10. What strengths has the County Administrator demonstrated (management skills, knowledge, abilities) which have been most helpful to you as a commissioner during this evaluation period (feel free to be general or include specific issues or projects which benefited from the Administrator's leadership)?**

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- 11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrator to improve these areas?**

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- 12. Other comments?**

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Signature: \_\_\_\_\_

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

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #9

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval to Budget and Realign Four Consolidated Dispatch Agency  
Emergency Medical Dispatch Positions to Leon County Emergency Medical  
Services

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Tom Quillan, Chief, Division of Emergency Medical Services
<b>Lead Staff/ Project Team:</b>	Scott Ross, Director, Office of Financial Stewardship Chad Abrams, Deputy Chief, Division of EMS

### **Fiscal Impact:**

This item has no net fiscal impact. Four Consolidated Dispatch Agency (CDA) Emergency Medical positions transferred to the CDA in FY 2013 by Leon County will be returned to Leon County Emergency Medical Services (EMS). Funds used to support the positions are currently budgeted for payment to the CDA, and will be realigned to cover personnel expenses.

### **Staff Recommendation:**

Option #1: Approve the transfer of four Emergency Medical Dispatch positions from the Consolidated Dispatch Agency to Leon County Emergency Medical Services, and approve the associated Budget Amendment Request (Attachment #1).

## **Report and Discussion**

### **Background:**

As part of the FY 2013 budget process, four Emergency Medical Service (EMS) dispatch positions were transferred to the newly created Consolidated Dispatch Agency. The positions were eliminated from the EMS budget, and personnel dollars associated with the positions were realigned to provide the necessary payment to the Consolidated Dispatch Agency. Subsequent to the commencement of CDA operations, the lack of trained backup for the EMS System Controller position in the CDA became apparent. In order to ensure the necessary 24-hour coverage for medical service calls, the CDA requested that this responsibility and the associated personnel be transferred back to County EMS. The CDA Board (consisting of the County Administrator, Sheriff, and City Manager) voted unanimously to approve the transfer at their September 30, 2013 meeting.

### **Analysis:**

Beginning in FY 2013, four EMS dispatch positions were transferred to the CDA in order to consolidate all City, County, and Sherriff dispatch operations. Taking responsibility for the four EMS dispatchers provided unique challenges for the CDA, especially with regards to secondary coverage for the EMS System Controller. EMS dispatchers operate under the EMS Medical Director's direction. In addition, EMS dispatchers are required to have specific certifications and licenses in order to provide necessary life-saving services to the public. Additionally, these requirements are requisite of backup personnel.

When the dispatchers worked in EMS, backup duties were provided by other paramedics who had the required training. After transfer to the CDA, the necessary 24/7 coverage could not be accommodated with other dispatch personnel without medical training. Based on this difficulty in providing coverage, the CDA requested that EMS resume responsibility for the EMS dispatch positions.

Since Leon County EMS was going to pay the CDA for the EMS dispatch services, the budget impacts of returning these positions to EMS is budget neutral. In order to properly budget the positions in the EMS budget, a budget amendment realigning the funds as an operating expense to personnel is necessary.

### **Options:**

1. Approve the transfer of four Emergency Medical Dispatch positions from the Consolidated Dispatch Agency to Leon County Emergency Medical Services, and approve the associated Budget Amendment Request (Attachment #1).
2. Do not approve the transfer of four Emergency Medical Dispatch positions from the Consolidated Dispatch Agency to Leon County Emergency Medical Services.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Budget Amendment Request

# FISCAL YEAR 2013/2014

## BUDGET AMENDMENT REQUEST

No: BAB14005

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

Agenda Item No: \_\_\_\_\_

Agenda Item Date: \_\_\_\_\_

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long\_\_\_\_\_  
Alan Rosenzweig**Request Detail:****Revenues**

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				

-  
-**Subtotal:****Expenditures**

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				

135	185	53400	526	Other Contractual Services	3,986,836	(275,262)	3,711,574
135	185	51200	526	Salary and Wages	4,338,120	229,611	4,567,731
135	185	52300	526	Life and Health	929,755	45,651	975,406

-  
-**Subtotal:**

-

**Purpose of Request:**

This budget amendment realigns the contractual services payment for four positions to the Consolidated Dispatch Agency to personnel services. This realignment is necessary subsequent to the transfer of the four EMS dispatch positions from the CDA to Leon County Emergency Medical Services.

Group/Program Director

\_\_\_\_\_  
Senior Analyst\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By:

Resolution

Motion



Administrator





**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #10

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Memorandum of Agreement with the City of Tallahassee Regarding the Transfer of Property at the Roberts and Stevens Medical Center and Adoption of Resolution Authorizing Conveyance of a Portion of a County Parcel to the City of Tallahassee

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Katherine Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Theresa Heiker, P.E. Stormwater Management Coordinator Daniel Rigo, Esq., Assistant County Attorney

### **Fiscal Impact:**

This item has no fiscal impact to the County.

### **Staff Recommendation:**

- Option # 1: Approve the Memorandum of Agreement with the City of Tallahassee regarding the transfer of property at the Roberts and Stevens Medical Center, and authorize the Chairman to execute Agreement (Attachment #1).
- Option # 2: Adopt the Resolution authorizing conveyance of a portion of a County parcel to the City of Tallahassee (Attachment #2), and authorize the Chairman to execute the corresponding County Deed (Attachment #3).

## **Report and Discussion**

### **Background:**

Leon County constructed the Roberts and Stevens Health Center at 1515 Old Bainbridge Road in 1995. A conservation easement was dedicated to the City of Tallahassee on 1.85 acres in the rear of the parcel during the site development (Attachment #4). Additionally, Leon County has an access and drainage easement over a stormwater management facility (SWMF) built on the adjacent Mt. Zion A.M.E. Church property, which serves the Health Center and the church. Leon County currently maintains the drainage lines from the Health Center through the church property as well as the SWMF.

The City of Tallahassee acquired the SWMF site in October 2010 in order to implement the Frenchtown Watershed Stormwater Master Plan. At the October 23, 2012 regular meeting, the Board reviewed the City's request to transfer the Leon County Health Center conservation easement area to expand the SWMF.

The Board directed staff to provide further information regarding impacts to adjacent property, including the Greenwood Cemetery and the Mt. Zion A.M.E. Church.

### **Analysis:**

The City of Tallahassee Stormwater Division plans to provide additional flood attenuation volume by expanding the existing joint SWMF north into the conservation easement area. The expanded facility will be owned and maintained by the City of Tallahassee, reserving stormwater treatment and attenuation credits for existing improvements on the Health Center and Church sites. The Health Center improvements will be protected during construction and operation of the facility.

The conservation easement will be revoked by the City at the time of transfer. The existing improvements on the remaining property will be regarded as conforming to the City's Land Development Code, which means they can be reconstructed to the original permit requirements rather than current code if damaged.

The Board raised questions about the screening between the residences and the Health Unit, as well as the impact to the Greenwood Cemetery. The City staff confirmed no grave sites are affected by construction or the modified water levels. Through negotiations between the County and City, a landscape plan has been developed that provides added visual screening for the church and the residences (Attachment #5). The City staff indicated follow-up contacts with owners led to added landscaping to the project to provide visual screening for the church and residences.

The County Attorney's Office has reviewed the documents presented for form and legal sufficiency.

**Options:**

1. Approve the Memorandum of Agreement with the City of Tallahassee regarding the transfer of property at the Roberts and Stevens Medical Center, and authorize the Chairman to execute Agreement (Attachment #1).
2. Adopt the Resolution authorizing conveyance of a portion of a County parcel to the City of Tallahassee (Attachment #2), and authorize the Chairman to execute the corresponding County Deed (Attachment #3).
3. Do not approve the Memorandum of Agreement with the City of Tallahassee regarding the transfer of property at the Roberts and Stevens Medical Center.
4. Board direction.

**Recommendations:**

Options #1 and #2.

**Attachments:**

1. City of Tallahassee/Leon County Memorandum of Agreement
2. Resolution
3. County Deed
4. Location Map
5. Letter from City

VL/AR/TP/KB/TH/la

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("County") whose address is 301 S. Monroe St., Tallahassee, FL 32301, and the **CITY OF TALLAHASSEE**, a Florida municipal corporation ("City") whose address is 300 S. Adams St., Tallahassee, FL 32301. The effective date ("Effective Date") of this Agreement shall be the date upon which the last party executes this Agreement.

### RECITALS

**WHEREAS**, the County owns that certain property located at 1515 Old Bainbridge Road, Tallahassee, Leon County, Florida (Parcel ID: 2126200140000) (the "Health Center Parcel") upon which are located the Roberts and Stevens Medical Center of the Leon County Health Department ("Health Center") and tobacco classroom addition ("Classroom"); and

**WHEREAS**, adjoining the Health Center Parcel is that certain property owned by the New Mt. Zion A.M.E. Church (Parcel ID: 212595 A0010) upon which is located its church facility (the "Mt. Zion Church Parcel"); and

**WHEREAS**, by virtue of the easement deed dated January 3, 1993 and recorded in the Official Records of Leon County, Florida (the "Official Records") at Book 1619, Page 638, the County was granted a right-of-way and perpetual easement over a portion of the Mt. Zion Church Parcel, as it existed at that time, for the purposes of drainage, including construction and maintenance of drainage facilities, and parking and ingress and egress activity (the "Church Parcel Easement"); and

**WHEREAS**, the County subsequently constructed a stormwater management facility within the easterly portion of the Church Parcel Easement (the "SWMF") and thereafter maintained the SWMF at its sole cost and expense pursuant to the County's maintenance obligation contained in the terms of the Church Parcel Easement; and

**WHEREAS**, in October 2010, as part of its April 2003 Frenchtown Watershed Stormwater Master Plan - Alternative 6C (the "Stormwater Master Plan"), the City acquired the easterly portion of the Mt. Zion Church Parcel by Warranty Deed recorded in Official Records Book 4174, Page 1442 (Parcel ID: 2126208100000) (the "SWMF Parcel"), subject to the Church Parcel Easement as it applies to the SWMF Parcel, including the SWMF constructed and maintained by the County; and

**WHEREAS**, the City desires to expand and improve the SWMF by acquiring 1.85 acres of the easterly portion of the Health Center Parcel (the "Expanded SWMF"), as more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof (the "Transfer Parcel"); and

**WHEREAS**, the County has agreed to convey the Transfer Parcel to the City at no cost to the City in exchange for the City's agreement to (i) assume the County's obligation to maintain the SWMF as set forth in the Church Parcel Easement, (ii) provide stormwater capacity to the County in the Expanded SWMF as set forth herein, (iii) release and revoke the conservation easement that encumbers the portion of the Health Center Parcel lying within the Transfer Parcel, (iv) declare and deem the remaining portion of the Health Center Parcel to be a conforming property under the City's land development regulations; provided, however, that any future development thereon, other than as provided in paragraph 3.d.ii below, must conform to the land development regulations in effect at the time of such future development, and (v) establish a construction buffer to protect an existing timber retaining wall.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and representations set forth herein, the sufficiency of which is being acknowledged, the County and the City hereby agree as follows:

1. The Recitals herein above are true and correct and by this reference are hereby incorporated into this Agreement.
2. The County agrees to convey the Transfer Parcel to the City in consideration for the City's agreement to accept and abide by the terms and obligations set forth in this Agreement and to grant to the County the rights set forth herein. As such, the City and the County acknowledge and agree that there shall be no monetary consideration exchanged for the County's conveyance of the Transfer Parcel to the City or the City's acceptance of maintenance responsibilities for the SWMF.
3. In consideration for the County's conveyance of the Transfer Parcel to the City, the City agrees to abide by the following terms and conditions with regard to the possession and use of the Health Center Parcel by the County and its successors and assigns:
  - a. The City agrees, at its sole cost and expense, to assume any and all responsibility for the obligations of the County under the Church Parcel Easement to the extent that it relates to the area acquired from the New Mount Zion A.M.E Church by that certain Warranty Deed recorded in Official Records Book 4174, Page 1442 (Parcel ID: 2126208100000), including but not limited to, maintaining the SWMF;



- b. At this time the Health Center Parcel and the Mt. Zion Church Parcel are in compliance with the Environmental Management Permit issued in 1993 for the parcel(s). Upon taking ownership of the Transfer Parcel, the City shall reserve stormwater capacity in the Expanded SWMF for the County to sufficiently accommodate the stormwater requirements of the 1993 Environmental Management Permit arising from the infrastructure, buildings, and other improvements existing on the Health Center Parcel on the Effective Date of this Agreement; and with regard to such reservation the City and the County further acknowledge and agree that:
  - i. the volume of such reserved stormwater capacity shall be no less than 28,750 cubic feet for the Health Center and 159 cubic feet the Classroom;
  - ii. the reservation of such stormwater capacity shall be reflected in the Facility Operating Permit Capacity Accounting Record; and
  - iii. upon the commencement of the City's operation of the Expanded SWMF, the County may, at the County's sole cost and expense, construct a properly sized storm drain system to the Expanded SWMF as approved by the City, and then the County may fill and grade the area currently dedicated for stormwater management purposes for the Classroom. The Classroom stormwater area may thereafter be utilized for any use or improvement consistent with the City's land development regulations;
- c. The City shall execute and deliver at Closing a Release, Revocation, and Quitclaim of Conservation Easement which shall effectively release and revoke the conservation easement recorded at Official Records Book 1645, Page 159 which currently encumbers the Health Center Parcel to the benefit of the City (the "Conservation Easement");
- d. The City acknowledges that the existing building and vehicular use areas lying within the remaining portion of the Health Center Parcel may, as a result of the City's acquisition of the Transfer Parcel, become nonconforming or further nonconforming with some development standards in the City's Land Development Code, including those contained in any permits previously approved by the City for the construction of improvements on the Health Center Parcel. Nonetheless, in acknowledgement of, and consideration for, the County's cooperation with the City in addressing stormwater problems in the general vicinity

of the Health Center Parcel, upon conveyance of the Transfer Parcel to the City, the Health Center Parcel, including the Classroom, the following provisions shall apply with regard to the existing building and vehicular areas located thereon:

- i. any such existing building and vehicular use areas which, because of the acquisition of the Transfer Parcel, do not comply with any development standard of the City's Land Development Code, including those contained in any permits previously approved by the City for the construction of improvements on the Health Center Parcel, shall not be required to be reconstructed to meet such development standards and the remaining portion of the Health Center Parcel shall be deemed thereafter to be a conforming property;
  - ii. any such existing building and vehicular use areas which are destroyed after the conveyance of the Transfer Parcel to the City, other than by voluntary demolition, to an extent of less than 60 percent of the value at the time of destruction, may be restored but only to the pre-destruction size and location; and, in the case of voluntary demolition, no rights of restoration are conferred except in compliance with the land development regulations in effect at the time of such restoration;
  - iii. for purposes of this declaration that the remaining portion of the Health Center Parcel is deemed to be a conforming property, the City hereby acknowledges that such declaration will not constitute a danger to the health, safety, or welfare of the general public; and
  - iv. except as provided in paragraph ii above, any future development on the Health Center Parcel must conform to the City's Land Development Code in effect at the time of such future redevelopment.
- e. The City acknowledges that, among the existing improvements on the remaining portion of the Health Center Parcel, is a timber retaining wall approximately parallel to the rear elevation of the Health Center and five (5) feet (more or less) west of the Transfer Parcel (the "Timber Retaining Wall"). In order to maintain the integrity of the Timber Retaining Wall, the City agrees to establish a construction buffer that shall encumber the westerly ten (10) feet of the northerly 180 feet of the

Transfer Parcel. The City agrees that no construction activity associated with the Expanded SWMF will be conducted within this buffer area.

4. This Agreement is contingent upon the following approvals prior to the date of closing for the conveyance of the Transfer Parcel, the rejection of which shall entitle the City or the County to terminate this Agreement:
  - a. approval(s) as required by City Commission Policy #136 (Real Estate Policy) and approval by the City Commission of the City of Tallahassee; and
  - b. approval by the Board of County Commissioners as required by Section 125.38, Florida Statutes.
5. The City agrees to accept title to the Transfer Parcel subject to the following:
  - a. Rights of way, easements and licenses of record, if any;
  - b. Zoning and other governmental restrictions, regulations and prohibitions, including all land use and development ordinances and regulations presently existing or hereinafter enacted.
6. At the City's option and its sole cost and expense, the City may acquire title insurance, environmental site assessment, and survey and shall pay the cost of fees for recording the deed. Property taxes, if any, shall be paid as provided herein. Each party agrees to pay their respective legal fees incurred in the implementation of this transfer.
7. The City shall have a Right-of-Entry to the Transfer Parcel commencing on the Effective Date for the purpose of conducting tests and inspections related to the conveyance of the Transfer Parcel. The City shall have until the date of closing to perform such tests and inspections as the City deems necessary to determine that the Transfer Parcel is suitable for the City's intended use including, but not limited to, surveys and soil borings. Such inspections and tests shall be made at the City's sole cost and expense. In the event the City determines that the Transfer Parcel is not suitable for the City's intended use, City may terminate this Agreement without recourse.
8. Closing shall occur on or before ninety (90) days after the Effective Date of this Agreement at a mutually agreed upon place unless otherwise extended in writing by the parties. The City shall be entitled to possession of the Transfer Parcel immediately upon closing. The City agrees to accept such possession of the Transfer Parcel in its as-is condition.

9. The County shall pay all real estate taxes and assessments, if any, which are or which may become a lien against the Transfer Parcel prior to or at closing. The County shall deliver to the City the following documents at closing:
  - a. County Deed conveying all of County's right, title and interest in and to the Transfer Parcel to City.
  - b. Owner's affidavit attesting to the absence of mechanic's or material men's liens, proceedings involving the County which might affect title to the Transfer Parcel, or parties in possession other than the County and such lessees or licensees as may be in possession.
  - c. Foreign Investment and Real Property Tax Act (FIRPTA) affidavit and such other instruments and documents as the City's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Transfer Parcel to the City in accordance with the Agreement, and any of the requirements of any title insurer.
10. The City may, within thirty (30) days prior to closing, obtain from a Florida licensed title insurer, a title insurance commitment to be followed by a title insurance policy upon recording of the deed. Said commitment shall be to insure the title to the Transfer Parcel, subject only to liens, encumbrances, reservations, exceptions or qualifications set forth in this Agreement. If a defect in title appears in the title commitment, the City shall notify the County within ten (10) days of receipt of the commitment of the title defect and the County shall have ninety (90) days from receipt of notice of the title defect within which to clear same at the County's expense. If any such title defect cannot be cured within the ninety (90) days, the City shall have the option of accepting the title as is and proceeding to closing or terminating this Agreement without recourse.
11. The City may, within thirty (30) days from the Effective Date and at its sole cost and expense, obtain a current boundary survey of the Transfer Parcel prepared by a professional land surveyor licensed by the State of Florida, which meets the standards and requirements of the City ("Survey"). Said Survey shall locate all permanent improvements, fences, utilities, physical features or any other items which may affect the value or condition of the property. If the Survey shows any encroachment on the Transfer Parcel or improvements intended to be located on the Transfer Parcel encroach on the land of others, the same shall be treated as a title defect.

12. The County assumes all risk of loss or damage to the Transfer Parcel prior to the date of closing and warrants that the Transfer Parcel shall be transferred and conveyed to the City in the same or essentially the same condition as of the Effective Date of this Agreement, ordinary wear and tear excepted.
13. Any notice, request, instruction or demand to be given hereunder shall be hand delivered to the other party hereto, sent by a recognized, national overnight express mail courier (such as Federal Express or Airborne) or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses listed below. The addresses may be changed by the applicable party to this Agreement as to such party by providing the other party with notice of such address change in the same manner as provided above, and which change shall be effective five (5) days following receipt of such written notice by the other party. In the event that notice, request or demand is made as provided in this paragraph, then in the event such notice is returned to the sender by the U.S. Postal System because of insufficient address or otherwise, such writing shall be deemed received by the other party to which it was addressed on the date that such notice was placed in the U.S. Postal System.

**As to County:**

Leon County Department of Public Works  
ATTN: Director, Public Works  
2280 Miccosukee Rd.  
Tallahassee, FL 32308

**As to City:**

City of Tallahassee  
ATTN: Judith A. Donahoe  
300 North Adams Street, Box A-15  
Tallahassee, Florida 32301

With Copy To:

Leon County Attorney's Office  
ATTN: County Attorney  
Leon County Courthouse  
301 S. Monroe St., Suite 202  
Tallahassee, FL 32301

With Copy To:

City Attorney  
City Attorney's Office  
300 So. Adams St.  
3<sup>rd</sup> Floor  
Tallahassee, FL 32301

15. This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile signature telecopy (followed promptly by an original executed counterpart) shall be deemed receipt of an original.

16. In connection with any litigation including appeals arising out of this Agreement, the prevailing party, without waiving its right to sovereign immunity, if any, and to the extent allowed by Fla. Stat. §768.28 (2011), as may be amended, shall be entitled to recover all reasonable costs incurred.

17. This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

18. This may be modified only by an agreement in writing approved in the same manner as this Agreement and signed by the parties to this Agreement.

19. The terms and conditions of this Agreement shall survive the transfer of the Property from the County to the City.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Agreement effective as of the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, a  
Florida municipal corporation

By: \_\_\_\_\_  
NICHOLAS MADDOX, CHAIRMAN  
Board of County Commissioners

By: \_\_\_\_\_  
JOHN R. MARKS, III  
Mayor

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

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

ATTESTED TO:

ATTESTED TO:

By: \_\_\_\_\_  
ROBERT B. INZER  
Clerk, Leon County, Florida

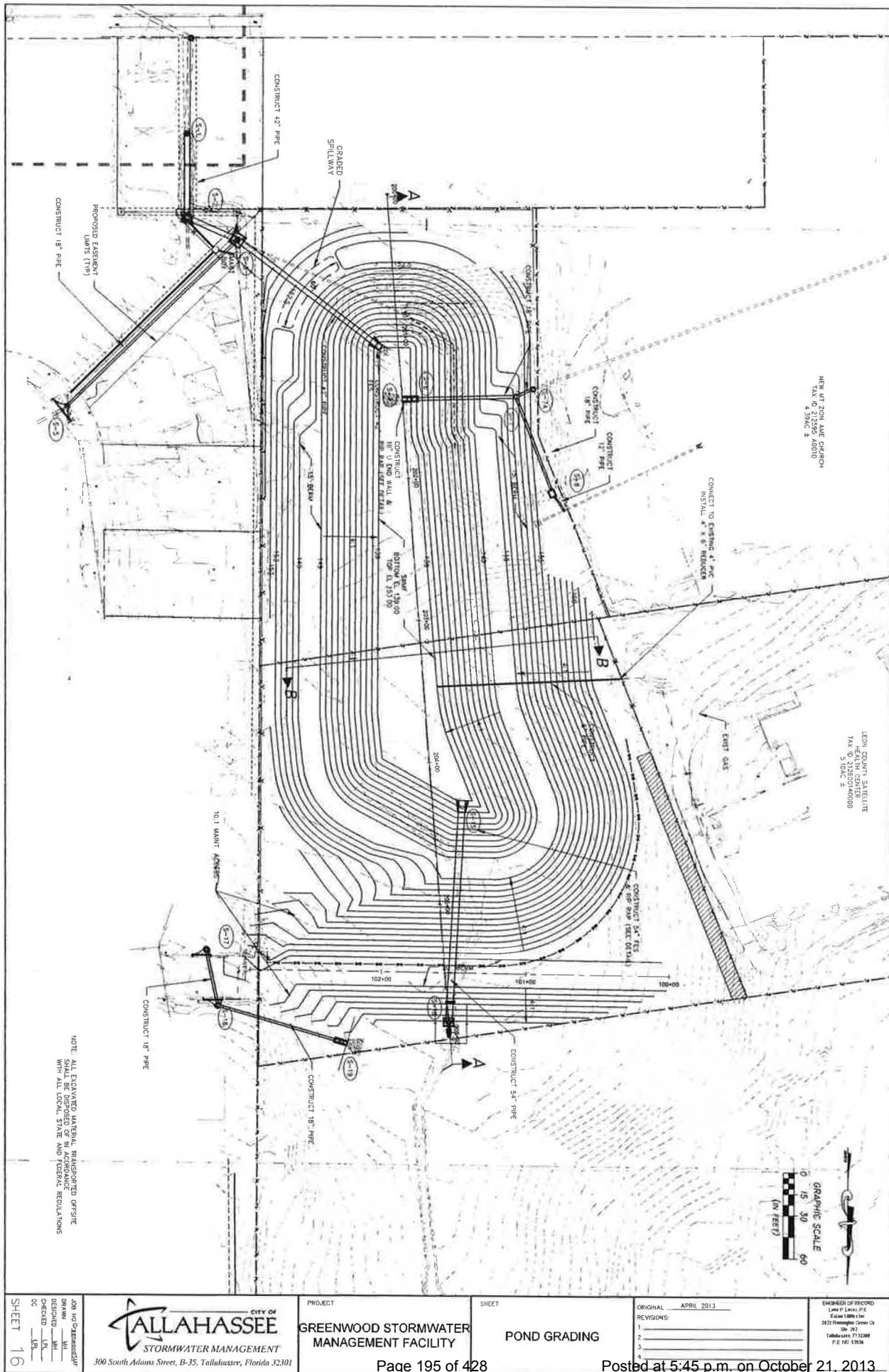
By: \_\_\_\_\_  
JAMES O COOKE, IV,  
City Treasurer-Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
HERBERT W. A. THIELE, Esq.  
County Attorney

By: \_\_\_\_\_  
LEWIS E. SHELLEY, Esq.  
City Attorney





**RESOLUTION: 13-\_\_**

**RESOLUTION OF INTENT, PURSUANT TO FLA. STAT. §125.38, TO CONVEY  
TO THE CITY OF TALLAHASSEE A 1.85-ACRE PORTION OF COUNTY-OWNED  
REAL PROPERTY LOCATED ADJACENT TO THE ROBERTS AND STEVENS  
MEDICAL CENTER ON OLD BAINBRIDGE ROAD**

**WHEREAS**, Leon County, Florida (the “County”) owns that certain property located at 1515 Old Bainbridge Road, Tallahassee, Leon County, Florida (Parcel ID: 2126200140000) (the “Health Center Parcel”) upon which is located the Roberts and Stevens Medical Center of the Leon County Health Department (“Health Center”) and tobacco classroom addition (“Classroom”); and

**WHEREAS**, adjoining the Health Center Parcel is that certain property owned by the New Mt. Zion A.M.E. Church (Parcel ID: 212595 A0010) upon which is located its church facility (the “Mt. Zion Church Parcel”); and

**WHEREAS**, the County, pursuant to a right-of-way and perpetual easement over a portion of the Mt. Zion Church Parcel granted in January 1993 and recorded in the Official Records of Leon County, Florida at Book 1619, Page 638 (the “Church Parcel Easement”), constructed a stormwater management facility within the easterly portion of the Church Parcel Easement (the “SWMF”) and has thereafter maintained the SWMF at its sole cost and expense pursuant to the County’s maintenance obligation contained in the terms of the Church Parcel Easement; and

**WHEREAS**, the City of Tallahassee, a Florida municipal corporation (the “City”), is a municipality of the State of Florida and, as part of its April 2003 Frenchtown Watershed Stormwater Master Plan - Alternative 6C (the “Stormwater Master Plan”), desires to expand and improve the SWMF by acquiring 1.85 acres of the easterly portion of the Health Center Parcel (the “Expanded SWMF”), as more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof (the “Transfer Parcel”); and

**WHEREAS**, the County and the City have reached a proposed Memorandum of Agreement (the “MOA”), subject to the approval on this same date by the Board of County Commissioners (the “Board”), whereby the Transfer Parcel will be conveyed to the City at no cost to the City in exchange for the City’s agreement to (i) assume the County’s obligation to

maintain the SWMF as set forth in the Church Parcel Easement, (ii) provide stormwater capacity to the County in the Expanded SWMF for its improvements on the Health Center Parcel, (iii) release and revoke the conservation easement that encumbers the portion of the Health Center Parcel lying within the Transfer Parcel, (iv) declare and deem the remaining portion of the Health Center Parcel to be a conforming property under the City's land development regulations; provided, however, that any future development thereon, other than as provided in the MOA, must conform to the land development regulations in effect at the time of such future development, and (v) establish a 10-foot construction buffer to maintain the integrity of an existing timber retaining wall; and

**WHEREAS**, this Resolution is adopted pursuant to the provisions of Section 125.38, Florida Statutes, which allows the County to convey its real property to a municipality of the State of Florida if the Board is satisfied that such real property is not needed for County purposes, is used for a public purpose or to promote community interest and welfare, and is needed for such use, which findings and price for such conveyance are to be recited in a resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 8th day of October, 2013, as follows:

1. That the City is a municipality under the laws of the State of Florida within the meaning of Section 125.38, Florida Statutes.
2. That the City, by virtue of agreeing to the terms of the MOA, has requested that the County convey the Transfer Parcel to the City.
3. That the City's use of the Transfer Parcel will be for a public use within the meaning of Section 125.38, Florida Statutes, as a stormwater management facility in accordance with its Stormwater Master Plan.
4. That the conveyance of the Transfer Parcel to the City is required for such public use by the City, and that the Transfer Parcel, with the exception of the reserved stormwater capacity, is not needed for any County purpose.
5. That the consideration paid to the County for conveyance of the Transfer Parcel shall be ZERO and 00/100 DOLLARS (\$0.00).

6. That, in accordance with the terms and conditions set forth herein, the County-owned Transfer Parcel, as described in Exhibit "A," may be conveyed to the City subject to the obligations of the City as set forth in the MOA.

7. To the extent this Resolution may conflict with any provisions of prior Board Resolutions regarding the use of the Transfer Parcel, this Resolution shall supersede such conflicting provisions.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 8th day of October, 2013.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

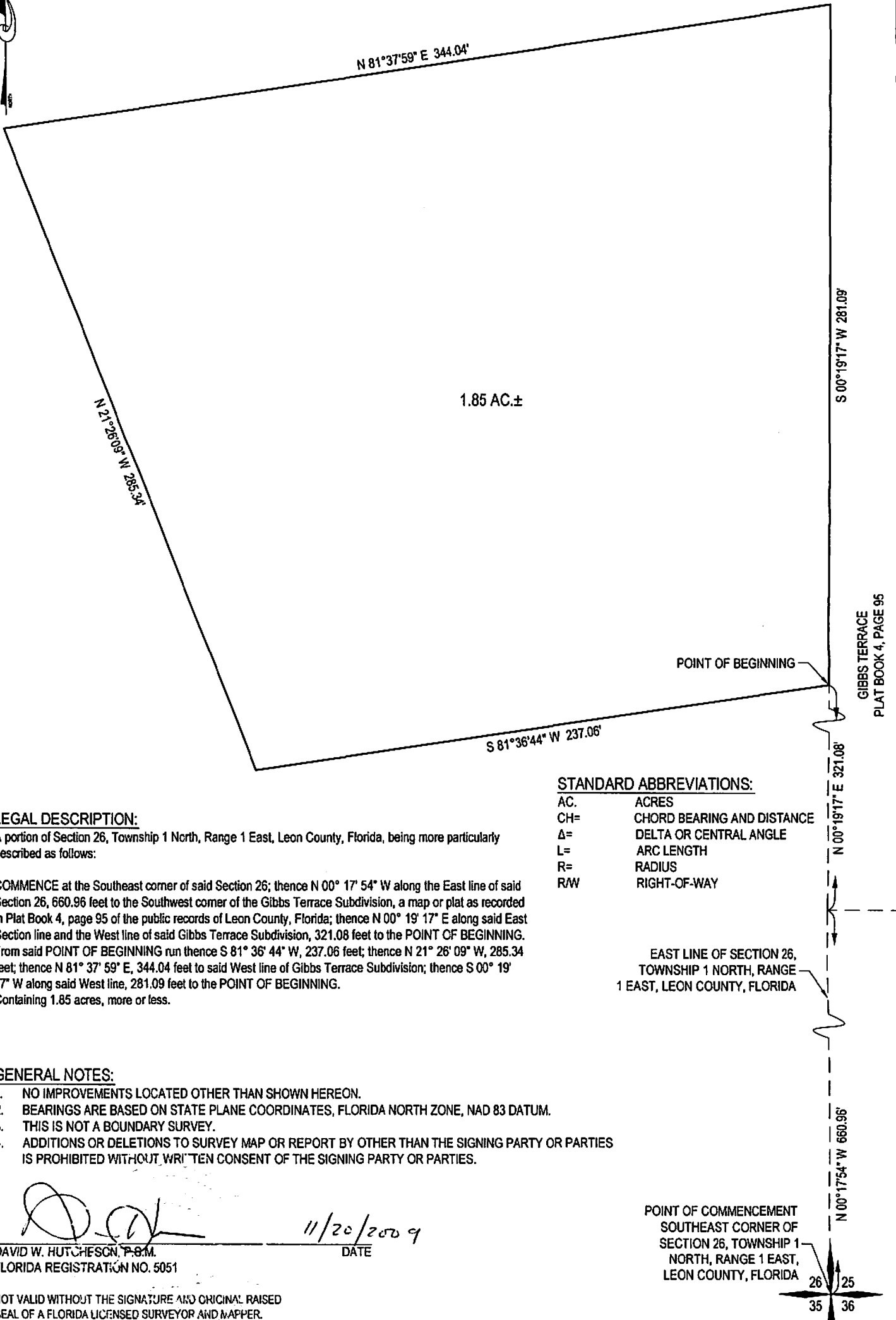
BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

GRAPHIC SCALE



1 inch = 50 ft.

Exhibit "A"



LEGAL DESCRIPTION:

A portion of Section 26, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 26; thence N 00° 17' 54" W along the East line of said Section 26, 660.96 feet to the Southwest corner of the Gibbs Terrace Subdivision, a map or plat as recorded in Plat Book 4, page 95 of the public records of Leon County, Florida; thence N 00° 19' 17" E along said East Section line and the West line of said Gibbs Terrace Subdivision, 321.08 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence S 81° 36' 44" W, 237.06 feet; thence N 21° 26' 09" W, 285.34 feet; thence N 81° 37' 59" E, 344.04 feet to said West line of Gibbs Terrace Subdivision; thence S 00° 19' 17" W along said West line, 281.09 feet to the POINT OF BEGINNING. Containing 1.85 acres, more or less.

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
L=	ARC LENGTH
R=	RADIUS
R/W	RIGHT-OF-WAY

EAST LINE OF SECTION 26,  
TOWNSHIP 1 NORTH, RANGE  
1 EAST, LEON COUNTY, FLORIDA

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

DAVID W. HUTCHERSON, P.E.  
FLORIDA REGISTRATION NO. 5051

11/20/2009  
DATE

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF  
SECTION 26, TOWNSHIP 1  
NORTH, RANGE 1 EAST,  
LEON COUNTY, FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

GREENWOOD SWMF  
CITY OF TALLAHASSEE  
SKETCH OF DESCRIPTION

DATE:	11.19.09
FIELD DATE:	
SCALE:	1" = 50'
JOB NO.:	4521
DRAWN BY:	AJT
CHECKED BY:	DWH

NOT VALID WITHOUT THE SIGNATURE AND  
ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER

CAPITAL ENGINEERING  
& SURVEYING, INC.

318 North Monroe Street  
Tallahassee, Florida 32301  
850-422-0020

David W. Hutcherson, P.E. 38670 P.S.M. 5051  
EB: 27272 LB: 7559

SHEET NO.

1  
of  
1

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

Tax ID: 2126200140000

**COUNTY DEED PURSUANT TO FLA. STAT. 125.411**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose post office address is 301 South Monroe Street, Tallahassee, Florida 32301, Grantor, and **CITY OF TALLAHASSEE**, a Florida municipal corporation, whose post office address is 300 South Adams Street, Tallahassee, Florida 32301, Grantee,

**WITNESSETH:**

**THAT** Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, and other valuable consideration as set forth in the Memorandum of Agreement entered into between Grantor and Grantee dated \_\_\_\_\_, 2013 (the "MOA"), receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and its successors and assigns forever, the land lying and being in Leon County, Florida as depicted and described in Exhibit "A" attached hereto and made a part hereof.

**IN WITNESS WHEREOF** Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Clerk of the Circuit Court

APPROVED AS TO FORM:  
County Attorney's Office

By: \_\_\_\_\_  
Clerk of the Court

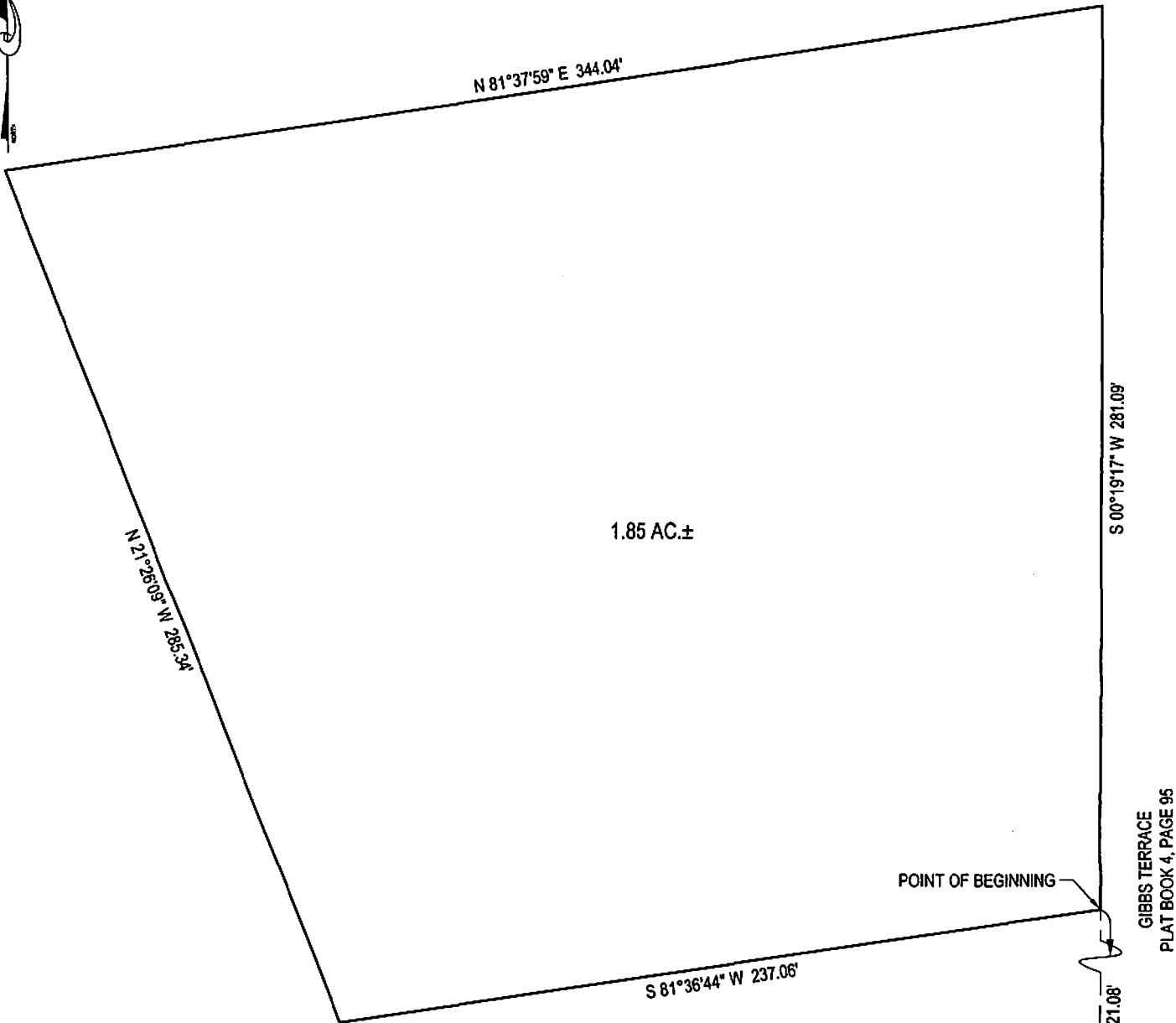
By: \_\_\_\_\_  
County Attorney

GRAPHIC SCALE



1 inch = 50 ft.

Exhibit "A"



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L=	ARC LENGTH
R=	RADIUS
R/W	RIGHT-OF-WAY

EAST LINE OF SECTION 26,  
TOWNSHIP 1 NORTH, RANGE  
1 EAST, LEON COUNTY, FLORIDA

GENERAL NOTES:

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2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

  
DAVID W. HUTCHERSON, P.E.M.  
FLORIDA REGISTRATION NO. 5051

11/20/2009  
DATE

POINT OF COMMENCEMENT  
SOUTHEAST CORNER OF  
SECTION 26, TOWNSHIP 1  
NORTH, RANGE 1 EAST,  
LEON COUNTY, FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

GREENWOOD SWMF  
CITY OF TALLAHASSEE  
SKETCH OF DESCRIPTION

DATE:	11.19.09
FIELD DATE:	
SCALE:	1" = 50'
JOB NO.:	4521
DRAWN BY:	AJT
CHECKED BY:	DWH
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

CAPITAL ENGINEERING  
& SURVEYING, INC.

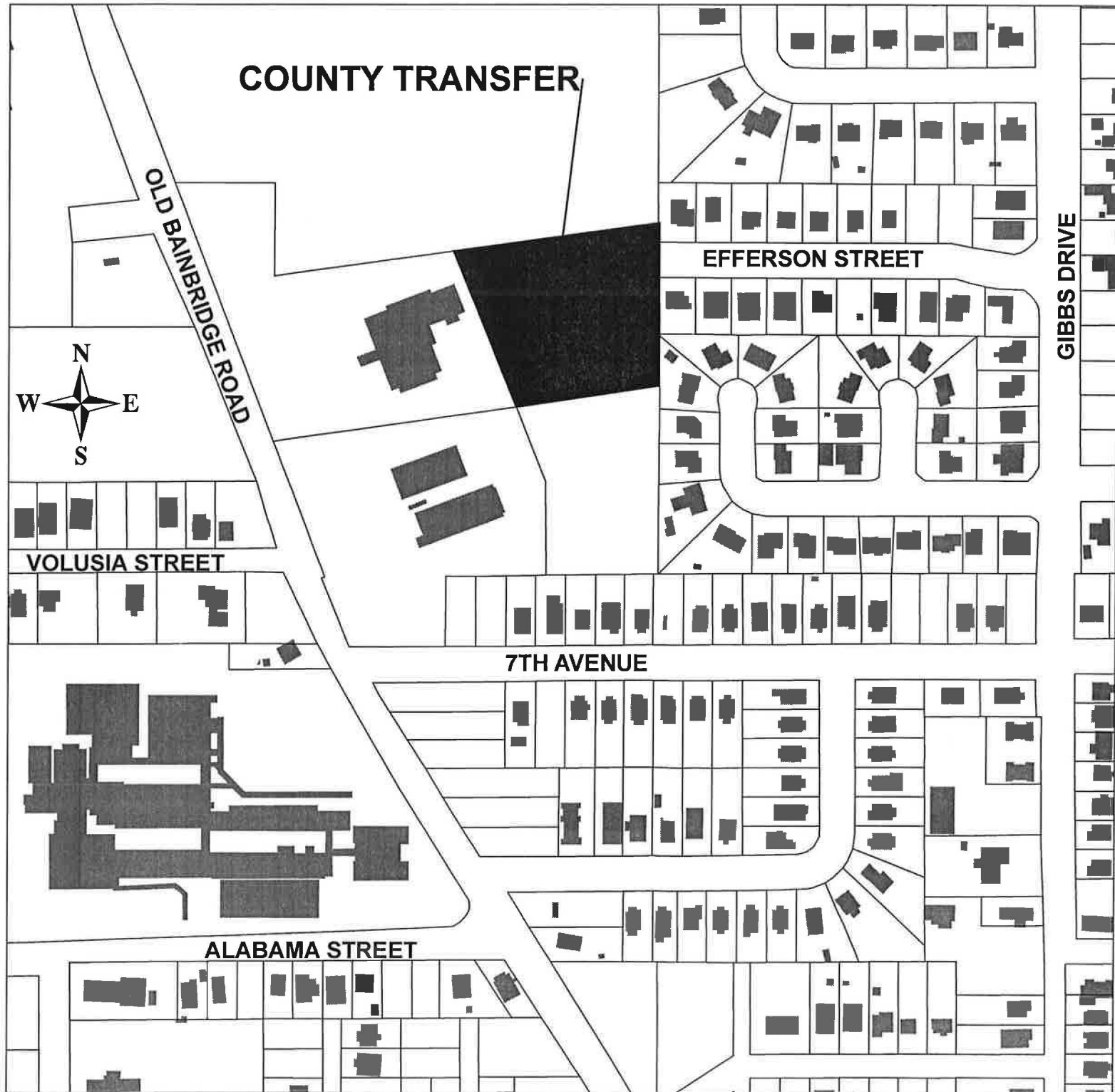
318 North Monroe Street  
Tallahassee, Florida 32301  
850-422-0020

David W. Hutcherson, P.E. 38670 P.S.M. 5051  
EB: 27272 LB: 7559

SHEET NO.

1  
of  
1

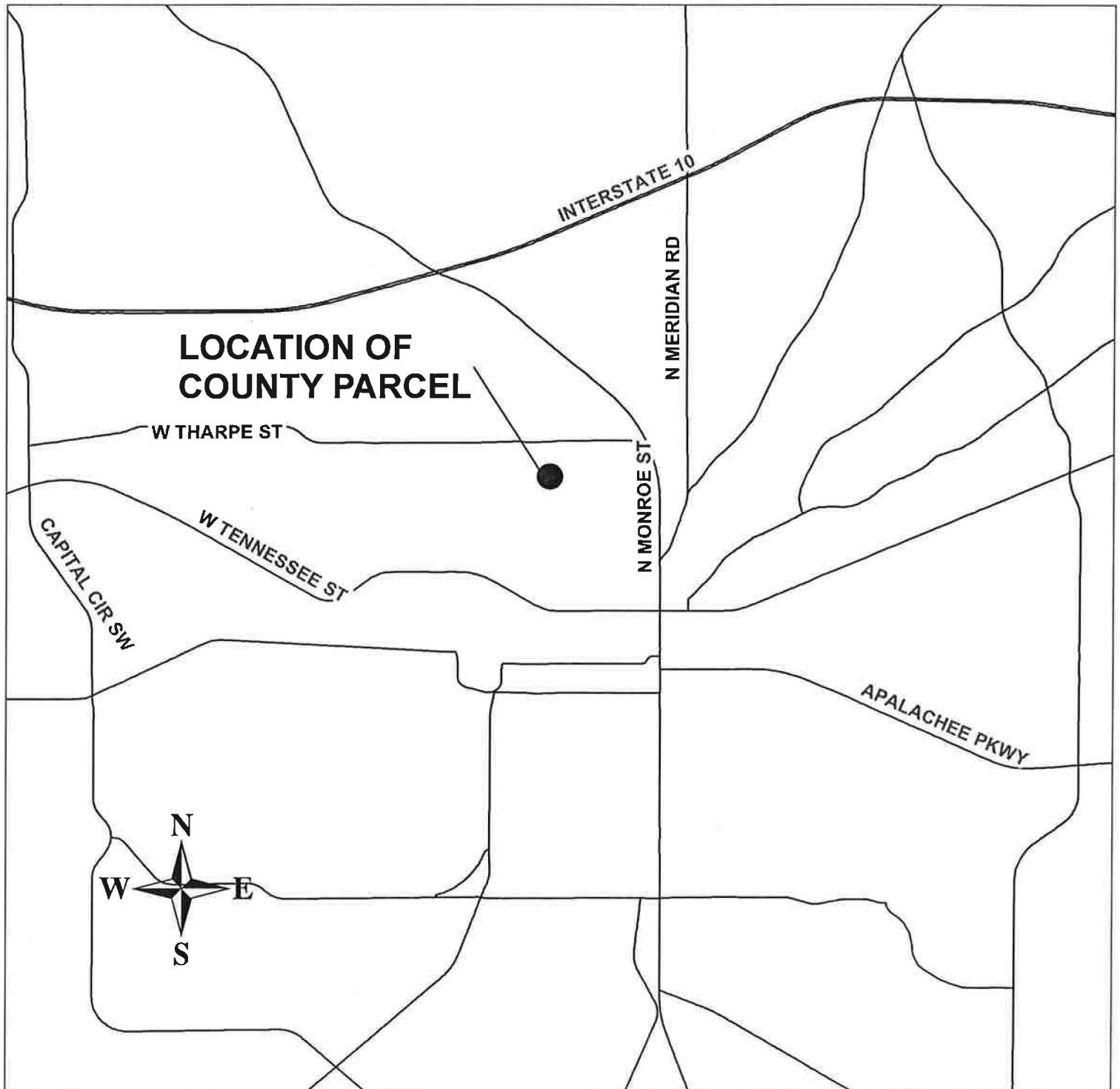
# COUNTY PARCEL LOCATION MAP



Date: 8/6/2012



## COUNTY PARCEL LOCATION MAP



Date: 8/6/2012



300 South Adams Street, Box B-35, Tallahassee, Florida 32301, (850) 891-6860, [talgov.com](http://talgov.com)

September 27, 2013

Leon County  
Public Works Engineering Services  
2280 Miccosukee Road  
Tallahassee, FL. 32308

Attn.: Theresa B. Heiker, P.E., Stormwater Management Coordinator  
Re.: Greenwood Stormwater Management Facility Landscaping Commitment

Dear Ms. Heiker:

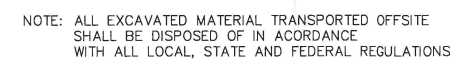
Enclosed herewith are a preliminary grading plan, landscape rendering and opinion of probable tree and shrub cost as requested by Leon County Public Works, Engineering Services Division for the above referenced construction project. This letter has been prepared to accompany the memorandum of agreement for transfer of approximately 1.85 acres of real property from Leon County to the City of Tallahassee for the purpose of constructing a stormwater management facility identified in Alternative 6C of the Frenchtown Watershed Stormwater Master Plan.

The landscape materials depicted herein will be installed upon completion of the construction of the stormwater facility, and are considered to be a part of this stormwater improvement project.

Should you have any questions, or need additional information, please do not hesitate to contact me at 850-891-6135, or email [Richard.Reinert@talgov.com](mailto:Richard.Reinert@talgov.com).

Sincerely,

Richard D. Reinert, P.E.  
Program Engineer  
City of Tallahassee Stormwater Management







Vertical Datum: NAVD 88  
HORIZ. SCALE: 1"=20'  
VERT. SCALE: 1"=5'

JOB NO. #44,000  
DRAWN XXX  
DESIGNED XXX  
CHECKED XXX  
QC XXX



PROJECT  
GREENWOOD  
STORMWATER FACILITY

SHEET  
STORMWATER FACILITY  
GRADING PLAN

ORIGINAL	MMMM YYYY
REVISIONS:	
1	
2	
3	
4	
5	

ENGINEER OF RECORD  
NAME  
City of Tallahassee  
Water Resources Engineering Division  
City Hall, 300 S. Adams Street  
Tallahassee, FL 32301-4701  
P.E. NO. 19999  
Signature Date



OPINION OF PROBABLE COST  
LANDSCAPE PLANTINGS  
GREENWOOD SMF

Attachment #5  
Page 4 of 4

<b>Trees (Height 6' - 8')</b>	<b>Quantity</b>	<b>Unit Cost (Installed)</b>	<b>Extended Cost</b>
Live Oak	6	\$275.00	\$1,650.00
Teddy Bear Magnolia	7	\$325.00	\$2,275.00
Black Tupelo	4	\$285.00	\$1,140.00
Dogwood	4	\$345.00	\$1,380.00
Southern Wax Myrtle	5	\$125.00	\$625.00
Cypress	2	\$195.00	\$390.00
<b>Shrubs (Height 3' - 4')</b>			
Florida Anise	8	\$95.00	\$760.00
Camellia	22	\$105.00	\$2,310.00
<b>Total</b>			<b>\$10,530.00</b>


**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of a Proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities, Including the Lake Jackson Community Center, Bradfordville Community Center, and the Amtrak Community Room

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Tony Park, P.E., Director of Public Works and Community Development
<b>Lead Staff/ Project Team:</b>	Leigh Davis, Director of Parks and Recreation

### **Fiscal Impact:**

This item has a fiscal impact to the County. All rental fees collected are deposited in separate accounts for each center. These funds are then used for improvements and/or some standard maintenance activities at the individual centers. On average, each community center generates about \$2,250 per year.

### **Staff Recommendation:**

Option #1: Approve the proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities including the Lake Jackson Community Center, Bradfordville Community Center, and the Amtrak Community Room, with an effective date of October 29, 2013, and ratify those charges that have been levied to date (Attachment #1).



## **Report and Discussion**

### **Background:**

This item seeks Board approval of a Resolution adopting fees for usage of parks and recreations facilities community centers, including the Lake Jackson Community Center, Bradfordville Community Center, and the Amtrak Community Room (Attachment #1).

Leon County Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities," Section 5.9 provides that fees for the use of Parks and Recreation facilities will be established by Resolution of the Board of County Commissioners. On February 28, 2006, the Board adopted Resolution No. R06-08, "A Resolution Adopting Fees for Usage of Parks and Recreations Facilities." Facilities that were covered under R06-08 included: Dorothy Cooper Spence (aka. Chaires), Ft. Braden, Miccosukee, and Woodville Community Centers, and campground and picnic shelter rentals.

On February 21, 2013, the Lake Jackson Community Center opened creating the need for the Board to establish fees for its rental. Additionally, it has been determined that the Board never ratified rental fees for the Bradfordville Community Center.

In April 2013, County Administration directed Parks & Recreation staff to work with the Office of Human Services and Community Partnerships (HSCP) to transition the Amtrak Community Room to the same reservation system and similar scheduling and fee structure as currently provided for the Community Centers. The fee for this room is part of the Resolution for the Board's consideration. An explanation of administration/scheduling differences is provided in the analysis as information for the Board.

### **Analysis:**

Rentals account for approximately 7-10% of the overall usage of each center. The remaining 90% of usage is comprised of meetings/programs for the County's sports providers, volunteer fire fighters, senior programs, other governmental agencies (e.g. the Supervisor of Elections, Florida Fish and Wildlife Conservation Commission, Florida Department of Transportation, TalTran, etc.), Boy Scout or Girl Scout Troops, tutoring programs, etc. Programs and rentals are scheduled based on the following available time slots: 10:00 am – 2:00 pm, 2:00 pm – 6:00 pm and 6:00 pm to 10:00 pm.

For uses that constitute a rental, all Leon County Community Centers are subject to a \$50 deposit; an optional set-up and take-down fee (\$40); an additional holiday fee, when applicable (\$50); 7.5% sales tax; and the room rental fee, as adopted by resolution by the Board. All rental fees collected are deposited in separate accounts for each center. These funds are then used for improvements and/or some standard maintenance activities at the individual centers.

Title: Approval of a Proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities, Including the Lake Jackson Community Center, Bradfordville Community Center and the Amtrak Community Room

October 29, 2013

Page 3

Room-rental fees established in 2006 were based on citizen input, Board direction, and consideration of the square footage available in each facility. Table 1 captures the existing fees that are in place for Chaires, Ft. Braden, Miccosukee, and Woodville Community Centers. The last three columns propose the fees that would be adopted/ratified for the Lake Jackson and Bradfordville Community Centers, as well as the Amtrak Community Room.

As depicted, because of their size, fees for the Lake Jackson Community Center and the Amtrak Community Room are comparable to Chaires, Ft. Braden, and Woodville; the County's three largest facilities. Bradfordville is comparable to the Miccosukee facility.

Table 1: Community Centers & Amtrak Community Room

	Chaires	Ft. Braden	Miccosukee	Woodville	Lake Jackson	Bradfordville	Amtrak Room
<b>Full Center</b>							
4 hours	\$100	\$100	\$35	\$100	\$100	\$35	\$100
8 hours	\$150	\$150	\$60	\$150	\$150	\$60	\$150
<b>Room 1 (or main room divided)</b>							
4 hours	\$75	\$50		\$75	\$75		
8 hours	\$100	\$100		\$100	\$100		
<b>Room 2</b>							
4 hours		\$50			\$50		
8 hours		\$75			\$75		
<b>Room 3</b>							
4 hours		\$50					
8 hours		\$75					

Adoption of the proposed Resolution will not impact the rental fees established in 2006 for camping and/or the rental of picnic pavilions. Those are intended to remain the same.

With regard to the administration/scheduling of the Amtrak Community Room, staff has determined it is not in the County's best interest to accept rentals on Friday and Saturday nights (6:00 pm to 10:00 pm time slot) at this facility due to potential conflicts and incompatible uses that would interfere with the regularly scheduled events held by the Tallahassee Film Society (a tenant) on both weekend nights (Attachment #2), the monthly First Friday events, and potential Incubator events.

Title: Approval of a Proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities, Including the Lake Jackson Community Center, Bradfordville Community Center and the Amtrak Community Room

October 29, 2013

Page 4

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Furthermore, current procedures for use of the Amtrak Room require the user to retain security personnel, at their own expense, for any after-hours events for the purpose of opening and closing the facility. Due to staffing limitations, that procedure will remain intact. Parks and Recreation staff will coordinate all business-hours use and rentals with HSCP to ensure users have access to the facility at the appropriate times. In addition, the current janitorial services and schedule will remain as is.

**Options:**

1. Approve the proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities, including Lake Jackson Community Center, Bradfordville Community Center, and the Amtrak Community Room with an effective date of October 29, 2013 and ratify charges that have been levied to date (Attachment #1).
2. Do not approve the proposed Resolution Adopting Fees for Usage of Parks and Recreations Facilities, including Lake Jackson Community Center, Bradfordville Community Center, and the Amtrak Community Room.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution
2. E-mail from John Fraser, Secretary of the Tallahassee Film Society

VSL/TP/LD/ld

**RESOLUTION NO. R13-\_\_\_\_\_**

**A RESOLUTION ADOPTING FEES FOR USAGE OF PARKS AND RECREATIONS  
FACILITIES**

**WHEREAS**, on January 10, 2006, the Leon County Board of County Commissioners adopted Policy No. 06-1, entitled "Use and Scheduling of Parks & Recreation Facilities," which superseded Policy No. 79-8, "County Community Service Facility," adopted September 25, 1979; Policy No. 92-10 amended October 27, 1992; Policy No. 94-3, amended April 26, 1994; and Policy No. 02-6, "County Community Service Facilities," adopted July 9, 2002; and

**WHEREAS**, Leon County Policy No. 06-1 provides in Section 5.9 that fees for the use of Parks & Recreation facilities will be established by Resolution of the Board of County Commissioners.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA**, that:

1. The fees set forth in the "FEES FOR PARKS AND RECREATION FACILITIES, Fee Schedule for Community Centers," attached and incorporated herein as Attachment A, are hereby adopted.
2. The fees adopted in 2006 for campgrounds and picnic pavilions remain the same and are not impacted by this resolution.
3. This Resolution shall be effective immediately upon adoption. Proposed, presented, and passed by the Board of County Commissioners of Leon County, Florida, this 29th day of October, 2013

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Clerk

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
HERBERT W.A. THIELE  
COUNTY ATTORNEY

ATTACHMENT A

**FEES FOR PARKS AND RECREATION FACILITIES**  
**Fee Schedule for Community Centers**

**General - - All Centers**

Deposit	\$50
Additional Holiday Fee	\$50
Set up and Take Down (Optional)	\$40
Sales Tax on Rental Fees	7.5%

**Center Specific Fees**

	Chaires	Ft. Braden	Miccosukee	Woodville	Lake Jackson	Bradfordville	Amtrak Room*
<b>Full Center</b>							
4 hours	\$100	\$100	\$35	\$100	\$100	\$35	\$100
8 hours	\$150	\$150	\$60	\$150	\$150	\$60	\$150
<b>Room 1 (or main room divided)</b>							
4 hours	\$75	\$50		\$75	\$75		
8 hours	\$100	\$100		\$100	\$100		
<b>Room 2</b>							
4 hours		\$50			\$50		
8 hours		\$75			\$75		
<b>Room 3</b>							
4 hours		\$50					
8 hours		\$75					

\*Note: In addition to the proposed rental fee, users of the Amtrak Room are required to retain security personnel, at the renter's expense, for any after-hours events for the purpose of opening and closing the facility.

**From:** "Tallahassee Film Society" <filmnews@tallahasseefilms.com>  
**To:** <DavisLe@leoncountyfl.gov>  
**Date:** 10/1/2013 9:36 AM  
**Subject:** Leon County Community Room Issues

Leigh:

Per our phone chat, the following is the note I sent to Candace in June.  
the only issue not shown is the room user who moved ALL the furniture out  
of the community room into the men's room one night, making that rest  
room unusable.

Please do let me know when the policy is placed on the commission agenda.

Thanks,

John

\*\*\*\*\*

--- filmnews@tallahasseefilms.com wrote:

From: "Tallahassee Film Society" <filmnews@tallahasseefilms.com>  
To: <WilsonCa@leoncountyfl.gov>  
Subject: Leon County Community Room Issues  
Date: Wed, 12 Jun 2013 06:31:45 -0700

Dear Candace:

It was very nice speaking with you about the noise issues that have begun while we show films  
at All Saints Cinema inside the Amtrak station.

It has gotten much worse over the past 4 weeks or so. Groups on Friday and Saturday come in  
with loud music and groups of teenagers that congregated in the bathrooms and hoop and holler.  
It is very disruptive to the movie goers who are verbally complaining now.

Might it be possible not to rent out the Community Room on Friday and Saturday nights?  
Any help you can give in returning the venue to a more quiet state would be appreciated.

Thanks,

John Fraser  
Secretary  
TFS

---

Promoting Film As Art <http://www.tallahasseefilms.com>

**Leon County  
Board of County Commissioners  
Notes for Agenda Item #12**




# Leon County Board of County Commissioners

## Cover Sheet for Agenda #12

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Adoption of Proposed Resolutions for Acquisition of Property by Eminent Domain for North Monroe Street Northbound Through/Turn Lane Project

---

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Daniel J. Rigo, Assistant County Attorney

### **Fiscal Impact:**

This item has been budgeted and adequate funding is available. Funding for the acquisition of the property needed for this project will come from the Joint Project Agreement with the Florida Department of Transportation ("FDOT") authorized by the Board on October 23, 2012. Pursuant to the Joint Project Agreement, FDOT will reimburse the County for up to \$1,000,000 in acquisition costs for the project.

### **Staff Recommendation:**

Option #1: Adopt the proposed Resolutions for Acquisition of Property by Eminent Domain for the North Monroe Street (SR 63/US 27) Through/Turn Lane Project from north of John Knox Road to south of Lakeshore Drive (Attachments #1-#10).

## **Report and Discussion**

### **Background:**

This project, known as the “North Monroe Street (SR 63/US 27) Through/Turn Lane Project” consists of proposed improvements to North Monroe Street (SR 63/US 27) which will add a continuous northbound through lane and will shift two existing right turn lanes to the east of the through lane. The project entails approximately 0.729 miles.

This project was originally proposed for construction by Leon County (the “County”) on behalf of the City of Tallahassee (the “City”). However, since the County is the authorized recipient of the funds under this program, and since the City has since determined that the project is not in line with its other project prioritizations, the County is now implementing the project as a County project.

On or about December 4, 2012, the County entered into a Joint Project Agreement with the Florida Department of Transportation (“FDOT”) for the project. The Joint Project Agreement was authorized by a vote of the Board of County Commissioners (“Board”) on October 23, 2012. Pursuant to the Joint Project Agreement, FDOT will reimburse the County, if the project is completed by December 4, 2015, for up to \$1,000,000 in direct project costs associated with the acquisition of the temporary construction easements needed for the project. Further, the North Monroe Street Corridor Management Study Implementation Project, consisting of the design of the referenced turn lane, was submitted to the FDOT in September 2000 for consideration as part of FDOT’s County Incentive Grant Program. The project was subsequently selected by FDOT for this program, and a County Incentive Program Agreement for design of the project was entered into with FDOT pursuant to the Board’s February 22, 2005 Resolution. Design of the Project has been completed with the assistance of the matching grant from the FDOT.

### **Analysis:**

Pursuant to Chapter 127, Florida Statutes, counties are granted the power of eminent domain. Pursuant to Section 127.02, Florida Statutes, a county may exercise the power of eminent domain for a county purpose. A county’s board of county commissioners exercises its power of eminent domain by adopting a resolution. The resolution adopted must set forth the following: (1) the purpose or use for which property is being acquired in sufficient detail to show it is being condemned for a public purpose; (2) an adequate description of the subject property; (3) the estate of interest to be acquired; and (4) a determination and finding that the subject property is reasonably necessary for the stated public purpose. In support of these factors, Attachment #11 is a Memorandum prepared by Charles Wu, P.E., Chief of Engineering Design, Engineering Services Division, Leon County Public Works Department.

The proposed Resolutions include the required provisions in accordance with Florida law, including findings that the North Monroe Street (SR 63/US 27) Through/Turn Lane Project represents a valid county public purpose and that the acquisition of each described parcel is necessary to complete the North Monroe Street Through/Turn Lane Project.

Pursuant to §127.02, Florida Statutes, the Board is required to make the previously-referenced determinations and findings by adopting a resolution for each parcel being acquired and authorizing the exercise of the power of eminent domain to acquire the parcels.

**Options:**

1. Adopt the proposed Resolutions for Acquisition of Property by Eminent Domain for the North Monroe Street (SR 63/US 27) Through/Turn Lane Project from north of John Knox Road to south of Lakeshore Drive (Attachments #1-#10).
2. Do not adopt the proposed Resolutions for Acquisition of Property by Eminent Domain for the North Monroe Street (SR 63/US 27) Through/Turn Lane Project from north of John Knox Road to south of Lakeshore Drive.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 701
2. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 702
3. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 703
4. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 704
5. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 705
6. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 707
7. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 708
8. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 709
9. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 710
10. Proposed Resolution for Acquisition of Property by Eminent Domain - Parcel 711
11. Memorandum from Charles Wu, P.E., Chief of Engineering Design

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 701.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 701, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 701 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 701 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 701 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 701 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

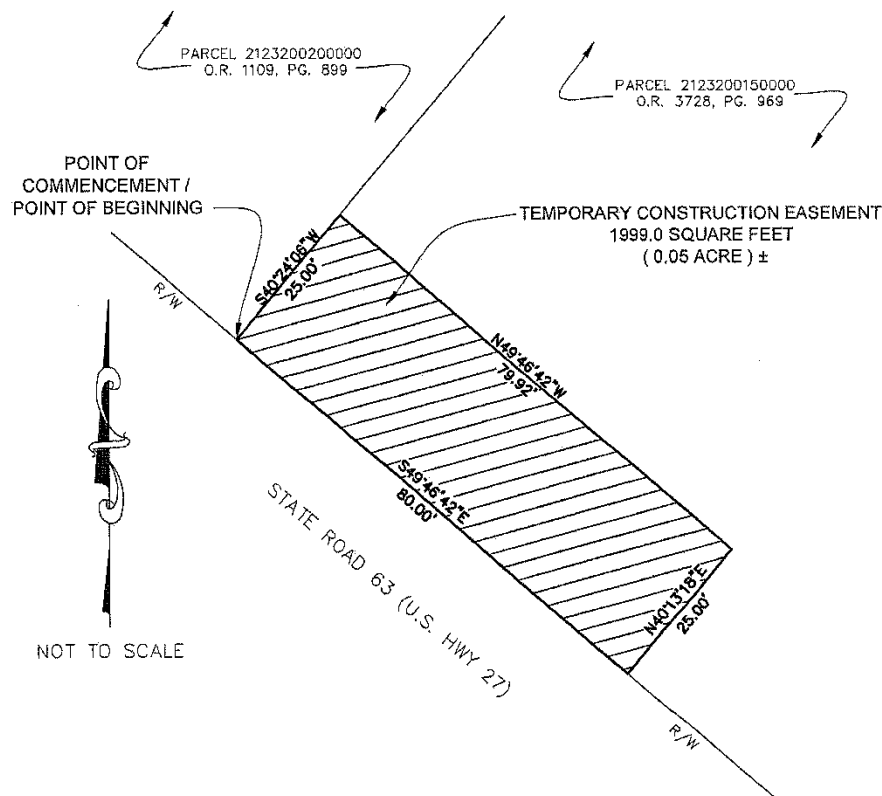
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION:** Temporary Construction Easement  
Parcel 2123200150000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 3728, Page 969, Public Records of Leon County, Florida, for a POINT OF BEGINNING, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27); thence run S 49° 46' 42" E, along said Northeasterly Right-of-Way line, a distance of 80.00'; thence N 40° 13' 18" E, perpendicular with said Right-of-Way line, a distance of 25.00'; thence N 49° 46' 42" W, parallel with said Right-of-Way line and 25.0' Northeasterly therefrom, a distance of 79.92', to the intersection with the Northwestern boundary line of aforesaid certain parcel; thence S 40° 24' 06" W, along said boundary line, 25.00', to the point of beginning; Being and lying in Section 23, Township 1 North, Range 1 West, Leon County, Florida.

Containing 1999.0 Square Feet (0.05 Acre) more or less.



*W. Lanier Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

12/30/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2123200150000

**GENESIS GROUP**  
Engineers • Landscape Architects • Planners • Surveyors  
GGI, LLC dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-9600 www.GenesisGroup.com  
Licensed Survey Business 0006816

Project No.:	OLCP3-017A
Drawing Date:	08/30/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	12/30/10 REDUCED TO 25"
December 30, 2010 (14:44:20 EDT) C:\TEMP\ACAPUBLISH_2708\GORGEE_TCE.DWG	

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**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 702.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 702, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 702 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 702 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 702 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 702 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

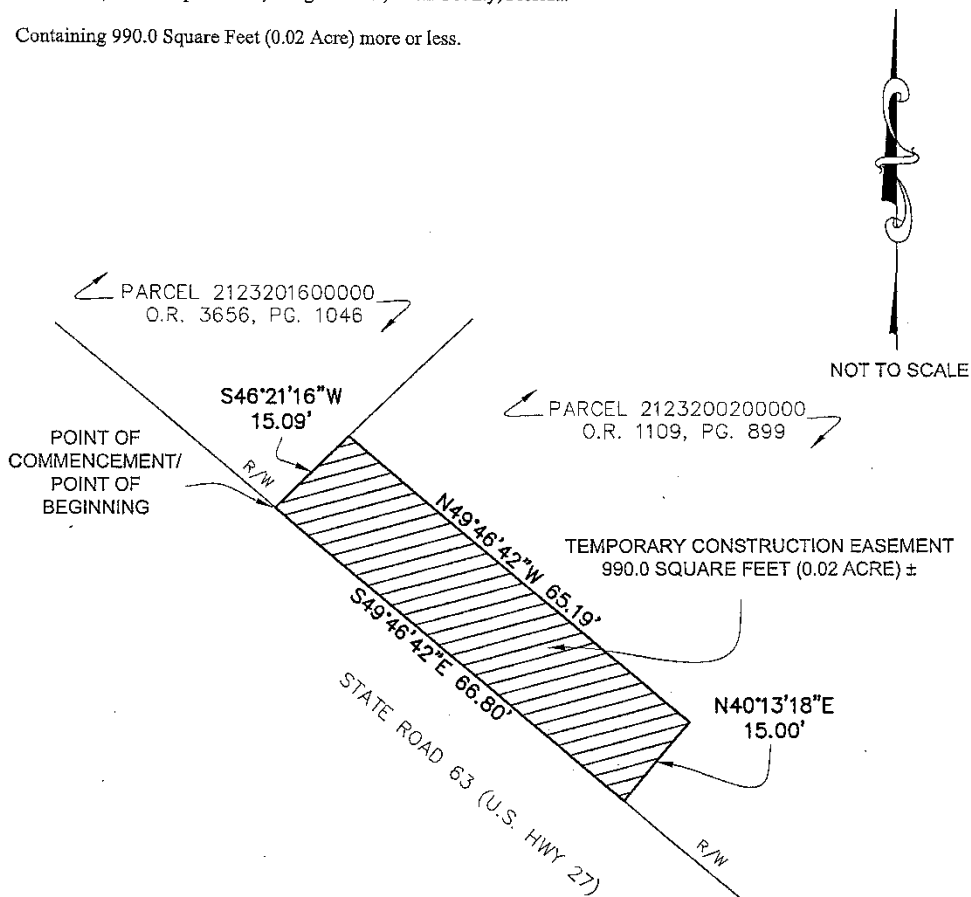
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION:** Temporary Construction Easement  
Parcel 2123200200000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 1109, Page 899, Public Records of Leon County, Florida, for a POINT OF BEGINNING, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27); thence run S 49° 46' 42" E, along said Northeasterly Right-of-Way line, a distance of 66.80'; thence N 40° 13' 18" E, perpendicular with said Right-of-Way line, a distance of 15.00'; thence, N 49° 46' 42" W, parallel with said Right-of-Way line and 15.0' Northeasterly therefrom, a distance of 65.19', to the intersection with the Northwesterly boundary line of aforesaid certain parcel of land; thence S 46° 21' 16" W, along said boundary line, a distance of 15.09', to the point of beginning; Being and lying in Section 23, Township 1 North, Range 1 West, Leon County, Florida.

Containing 990.0 Square Feet (0.02 Acre) more or less.



*[Signature]*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

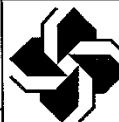
9/16/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2123200200000

Project No.:	OLCP3-017A
Drawing Date:	08/30/10
Scale:	NONE
Drawn By:	J.L.E.
Field Book:	N/A
Revised:	
September 16, 2010 (08:35:15 EST) I:\SURVEY\MONROE TOE\DWG\MONROE TOE.DWG	

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OF  
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**GENESIS**  
GROUP

Engineers • Landscape Architects • Planners • Surveyors

GGI, LLC dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32308  
(850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006616

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 703.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and



**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 703, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as “Exhibit B.”

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 703 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 703 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 703 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 703 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

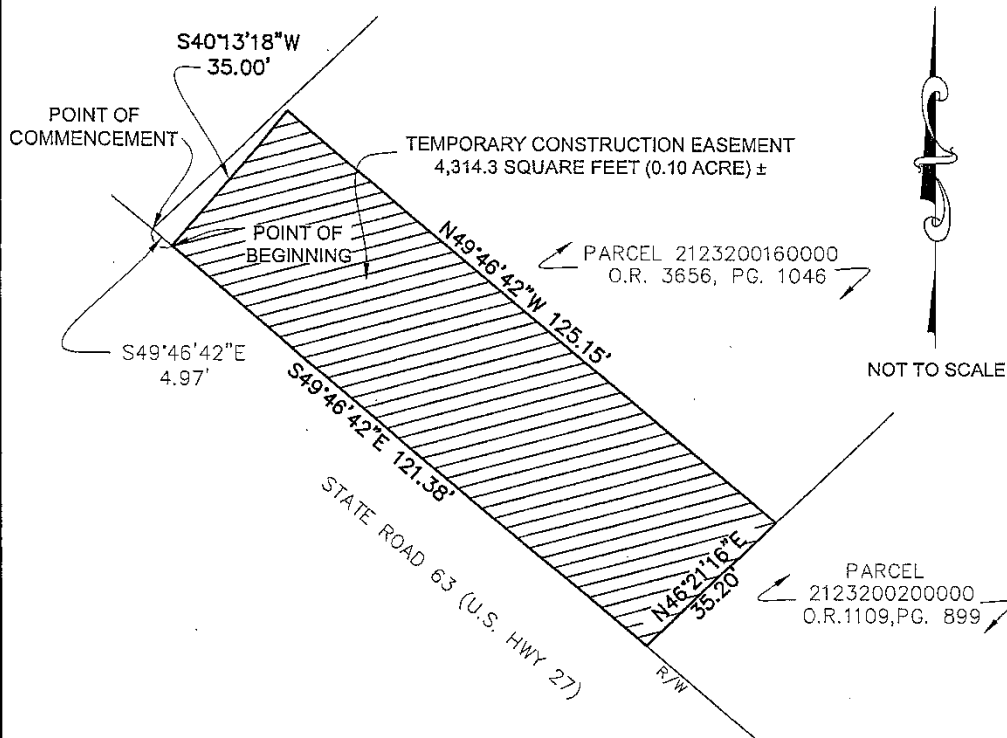
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION:** Temporary Construction Easement  
Parcel 2123200160000

Commence at the Southwest corner of that certain parcel of land identified as Store #2 and described and recorded in Official Records Book 3656, Page 1046, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27); thence run S 49° 46' 42" E, along said Northeasterly Right-of-Way line, a distance of 4.97' for a POINT OF BEGINNING; thence continue S 49° 46' 42" E, along said Northeasterly Right-of-Way line, a distance of 121.38', to the intersection with the Northwestern boundary line of the that certain parcel of land identified as Store #2 and described and recorded in Official Records Book 1109, Page 899, aforesaid Public Records; thence N 46° 21' 16" E, along said Northwestern boundary line, a distance of 35.20'; thence, N 49° 46' 42" W, parallel with said Right-of-Way line and 35.0' Northeasterly therefrom, a distance of 125.15'; thence S 40° 13' 18" W, perpendicular with said Right-of-Way line, a distance of 35.00', to the point of beginning; Being and lying in Section 23, Township 1 North, Range 1 West, Leon County, Florida.

Containing 4,314.3 Square Feet (0.10 Acre) more or less.



*[Signature]*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

9/16/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2123200160000

Project No.:	OLCP3-017A
Drawing Date:	08/30/10
Scale:	NONE
Drawn By:	J.L.E.
Field Book:	N/A
Revised:	
September 16, 2010 (09:39:33 EST) I:\SURVEY\ADMIN\TCE\VIEW\ADMIN\TCE.DWG	

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OF  
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**GENESIS**  
GROUP

Engineers • Landscape Architects • Planners • Surveyors

GGI, LLC, dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-9600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 704.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 704, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 704 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 704 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 704 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 704 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

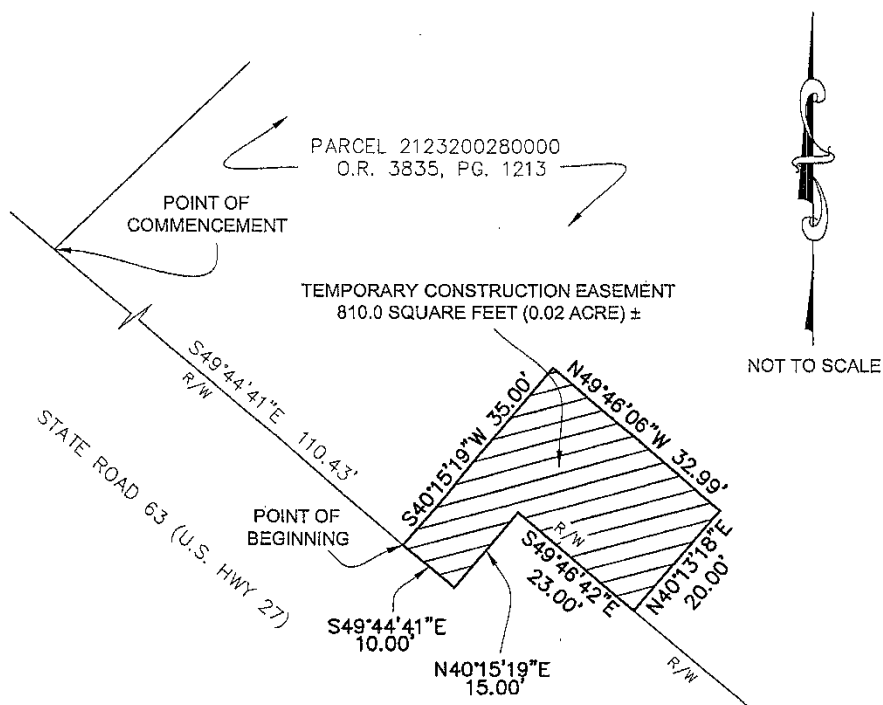
By: \_\_\_\_\_  
Deputy Clerk



**DESCRIPTION: Temporary Construction Easement**  
Parcel 2123200280000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 3835, Page 1213, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27); thence run S 49° 44' 41" E, along said Northeasterly Right-of-Way line, a distance of 110.43', for a POINT OF BEGINNING; thence continue S 49° 44' 41" E, along said Northeasterly Right-of-Way line, a distance of 10.00'; thence N 40° 15' 19" E, along said Right-of-Way line, a distance of 15.00'; thence S 49° 46' 42" E, along said Right-of-Way line, a distance of 23.00'; thence leaving said Right-of-Way line, N 40° 13' 18" E, a distance of 20.00'; thence N 49° 46' 06" W, a distance of 32.99'; thence S 40° 15' 19" W, a distance of 35.00', to the point of beginning; Being and lying in Section 23, Township 1 North, Range 1 West, Leon County, Florida.

Containing 810.0 Square Feet (0.02 Acre) more or less.



*W. Lanier Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

9/16/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:

Temporary Construction Easement  
Parcel 2123200280000

Project No.:	OLCP3-017A
Drawing Date:	08/30/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	
September 16, 2010 (09:45:13 EST) H:\SURVEY\WORKBOOKS\TCE\WORKBOOKS\TCE.DWG	

SHEET  
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OF  
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**GENESIS**  
GROUP

Engineers • Landscape Architects • Planners • Surveyors

GGI, LLC dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-1400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 705.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 705, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as “Exhibit B.”

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 705 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 705 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 705 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 705 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

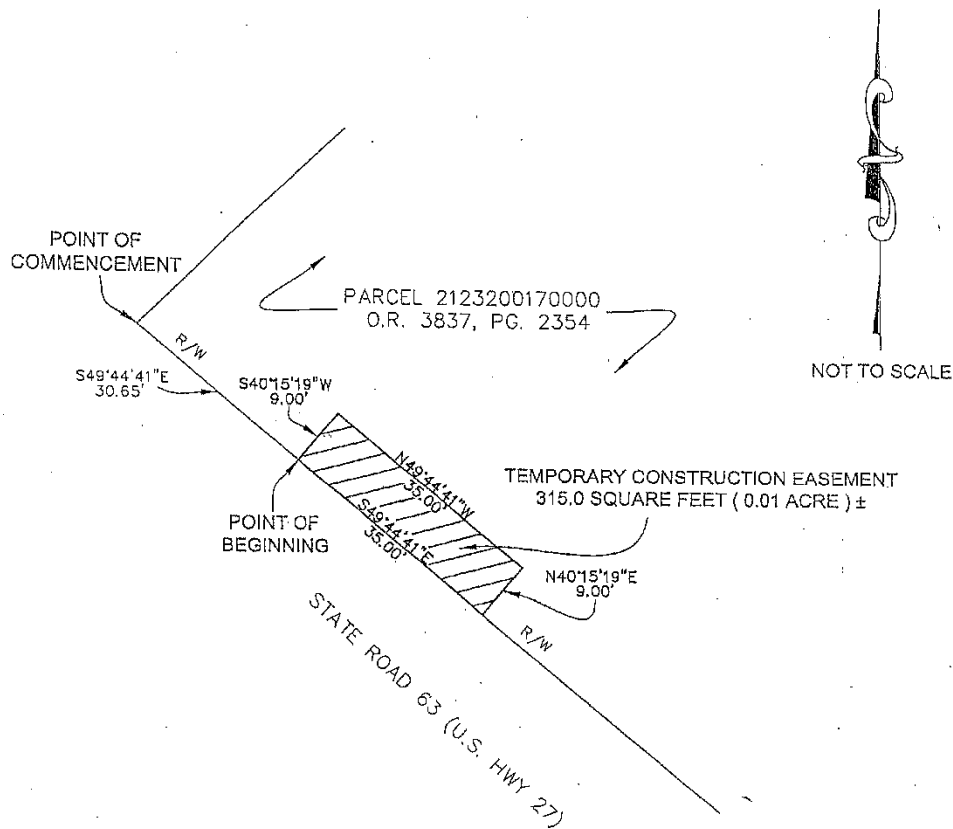
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

DESCRIPTION: Temporary Construction Easement  
Parcel 2123200170000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 3837, Page 2354, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27); thence run S 49° 44' 41" E, along said Northeasterly Right-of-Way line, a distance of 30.65' for a POINT OF BEGINNING; thence continue S 49° 44' 41" E, along said Northeasterly Right-of-Way line, a distance of 35.00'; thence N 40° 15' 19" E, perpendicular with said Right-of-Way line, a distance of 9.00'; thence N 49° 44' 41" W parallel with said Right-of-Way line and 9.0' Northeasterly therefrom, a distance of 35.00'; thence S 40° 15' 19" W, a distance of 9.00', to the point of beginning; Being and lying in Section 23, Township 1 North, Range 1 West, Leon County, Florida.

Containing 315.0 Square Feet (0.01 Acre) more or less.



W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

7/9/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2123200170000

Project No.:	OLCP3-017A
Drawing Date:	07/06/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	

SHEET  
1  
OF  
1

**GENESIS**  
GROUP

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GGI, LLC, dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B



**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 707.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 707, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 707 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 707 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 707 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 707 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

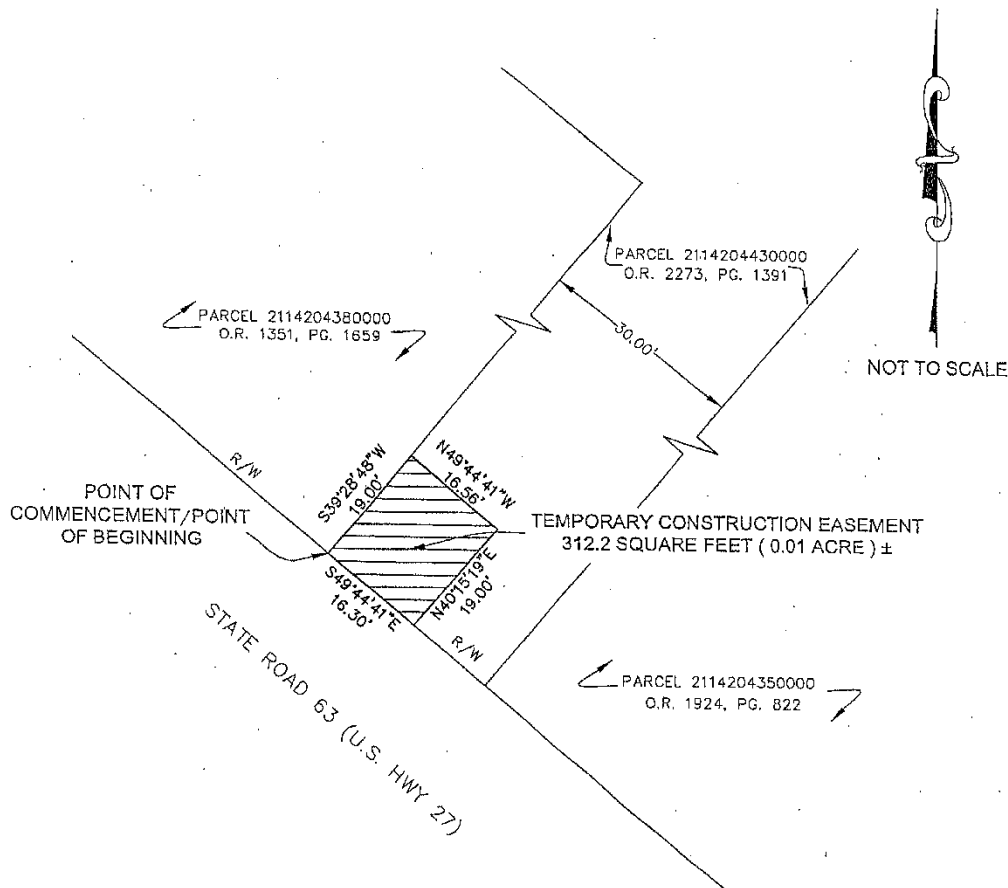
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

DESCRIPTION: Temporary Construction Easement  
Parcel 2114204430000

Commence at the Southeast corner of that certain parcel of land as described and recorded in Official Records Book 1351, Page 1659, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27), for a POINT OF BEGINNING; thence run S 49° 44' 41" E, along said Northeasterly Right-of-Way line, a distance of 16.30'; thence N 40° 15' 19" E, perpendicular with said Right-of-Way line, a distance of 19.00'; thence N 49° 44' 41" W parallel with said Right-of-Way line and 19.0' Northeasterly therefrom, a distance of 16.56', to the intersection with the Easterly line of aforesaid certain parcel of land as described and recorded in Official records Book 1351, Page 1659; thence S 39° 28' 48" W, along said easterly line, 19.00', to the point of beginning, Being and lying in Section 14, Township 1 North, Range 1 West, Leon County, Florida.

Containing 312.2 Square Feet (0.01 Acre) more or less.



*W. Lanier Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

7/9/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2114204430000

Project No.:	OLCP3-017A
Drawing Date:	07/06/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	

SHEET  
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OF  
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**GENESIS GROUP**  
Engineers • Landscape Architects • Planners • Surveyors  
GGI, LLC dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 708.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 708, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 708 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 708 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 708 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 708 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.



**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

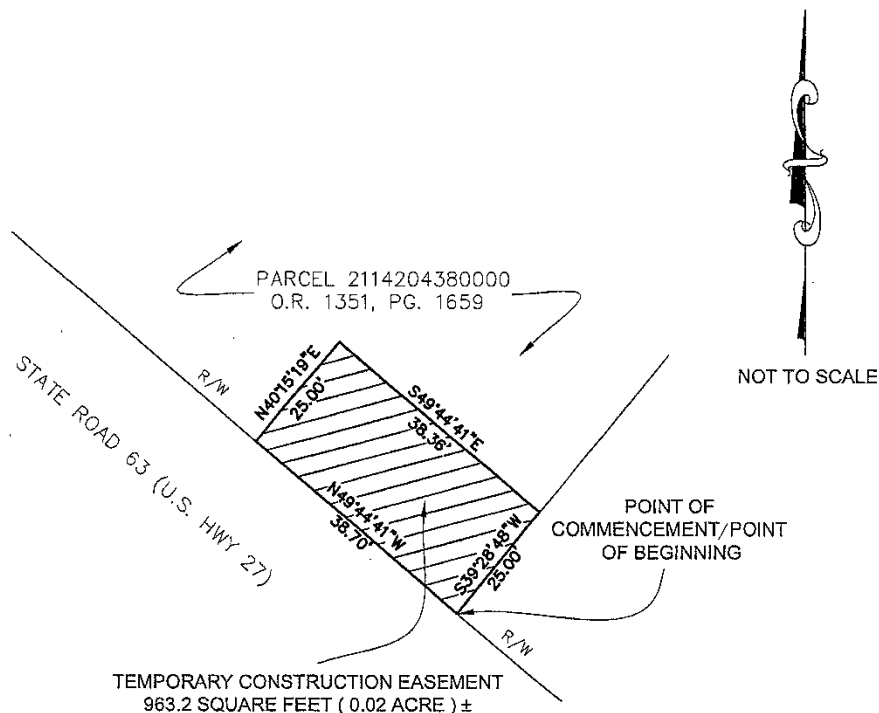
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION:** Temporary Construction Easement  
Parcel 2114204380000

Commence at the Southeast corner of that certain parcel of land as described and recorded in Official Records Book 1351, Page 1659, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27), for a POINT OF BEGINNING; thence run N 49° 44' 41" W, along said Northeasterly Right-of-Way line, a distance of 38.70'; thence N 40° 15' 19" E, perpendicular with said Right-of-Way line, a distance of 25.00'; thence S 49° 44' 41" E parallel with said Right-of-Way line and 19.0' Northeasterly therefrom, a distance of 38.36', to the intersection with the Easterly line of aforesaid certain parcel of land as described and recorded in Official records Book 1351, Page 1659; thence S 39° 28' 48" W, along said easterly line, 25.00', to the point of beginning; Being and lying in Section 14, Township 1 North, Range 1 West, Leon County, Florida.

Containing 963.2 Square Feet (0.02 Acre) more or less.



*W. Y. Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

10/28/10  
DATE

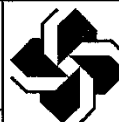
THIS IS NOT A SURVEY

Sketch of Description of:

Temporary Construction Easement  
Parcel 2114204380000

Project No.:	OLCP3-017A
Drawing Date:	07/06/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	10/28/10 INCREASED TO 25'

SHEET  
1  
OF  
1



**GENESIS**  
GROUP

Engineers • Landscape Architects • Planners • Surveyors

GGI, LLC, dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 709.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 709, attached hereto as "Composite Exhibit A," is reasonably necessary to construct and

harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as “Exhibit B.”

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 709 in “Composite Exhibit A” will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 709 in “Composite Exhibit A” is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 709 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as “Exhibit B.”
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 709 in “Composite Exhibit A.”
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

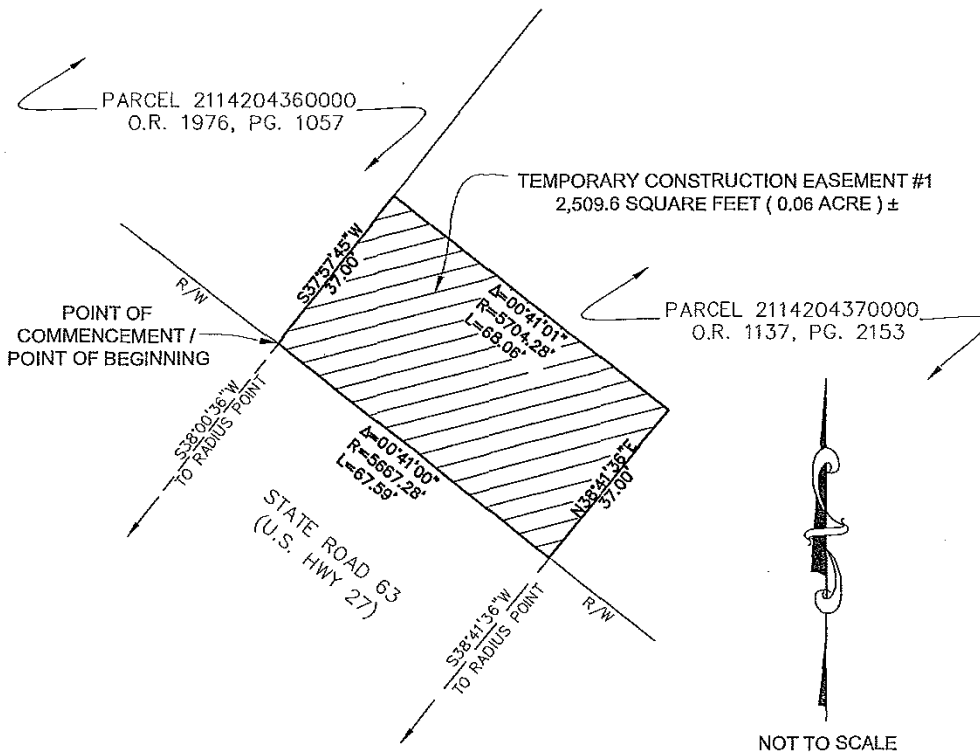
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION: Temporary Construction Easement #1**  
Parcel 2114204370000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 1137, Page 2153, Public Records of Leon County, Florida, for a POINT OF BEGINNING, said point lying on the Northeastly Right-of-Way line of State Road 63 (U.S. Highway 27) and the arc of a curve whose radius point lies S 38° 00' 36" W, 5667.28'; thence run Southeastly, along said Northeastly Right-of-Way line and the arc of said curve through a central angle of 00° 41' 00", a distance of 67.59'; thence N 38° 41' 36" E, radial with last described curve, a distance of 37.00', to a point on a curve concave to the Southwest, whose radius point lies S 38° 41' 36" W, 5704.28'; thence run Northwestly, along the arc of said curve parallel with said Right-of-Way line and 37.0' Northeastly therefrom, through a central angle of 00° 41' 01", a distance of 68.06', to the intersection with the Northwestly boundary line of aforesaid certain parcel of land; thence S 37° 57' 45" W, along said Northwestly boundary line, a distance of 37.00', to the point of beginning; Being and lying in Section 14, Township 1 North, Range 1 West, Leon County, Florida.

Containing 2,509.6 Square Feet (0.06 Acre) more or less.



*W. Lanier Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

9/16/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement #1  
Parcel 2114204370000

Project No.:	OLCP3-017A
Drawing Date:	08/30/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	

SHEET  
1  
OF  
1



**GENESIS**  
GROUP

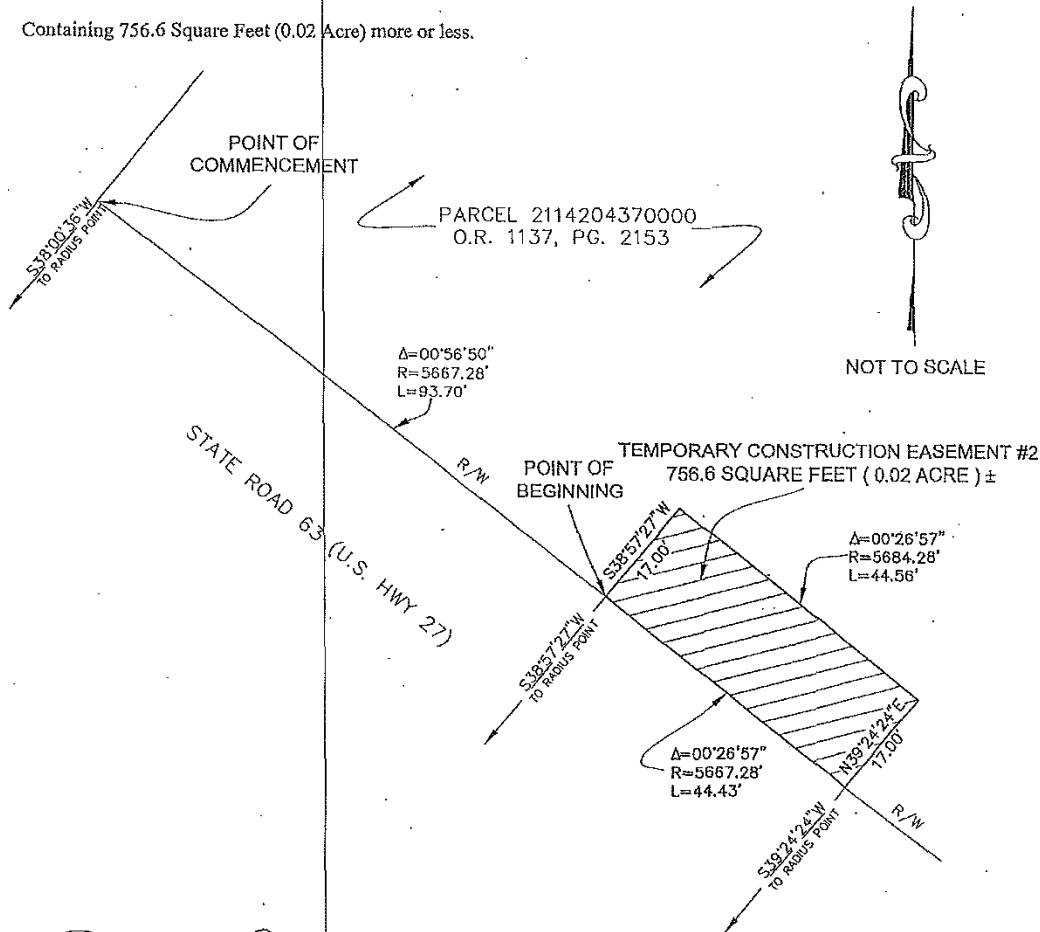
Engineers • Landscape Architects • Planners • Surveyors  
GGI, LLC dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**Composite Exhibit A**

**DESCRIPTION: Temporary Construction Easement #2**  
Parcel 2114204370000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 1137, Page 2153; Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27) and the arc of a curve whose radius point lies S 38° 00' 36" W, 5667.28'; thence run Southeasterly, along said Northeasterly Right-of-Way line and the arc of said curve through a central angle of 00° 56' 50", a distance of 93.70' for a POINT OF BEGINNING; thence continue Southeasterly, along said Right-of-Way line and the arc of said curve through a central angle of 00° 26' 57", a distance of 44.43'; thence N 39° 24' 24" E, radial with last described curve, a distance of 17.00', to a point on a curve concave to the Southwest, whose radius point lies S 39° 24' 24" W, 5684.28'; thence run Northwesterly, along the arc of said curve parallel with said Right-of-Way line and 17.0' Northeasterly therefrom, through a central angle of 00° 26' 57", a distance of 44.56'; thence S 38° 57' 27" W, radial with last described curve, 17.00', to the point of beginning; Being and lying in Section 14, Township 1 North, Range 1 West, Leon County, Florida.

Containing 756.6 Square Feet (0.02 Acre) more or less.



*W. Lanier Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

7/9/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:

Temporary Construction Easement #2  
Parcel 2114204370000

Project No.:	OLCP3-017A
Drawing Date:	07/08/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	

SHEET  
1  
OF  
1



**GENESIS**  
GROUP

Engineers • Landscape Architects • Planners • Surveyors

GGI, LLC, dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-8600 www.GenesisGroup.com  
Licensed Survey Business 0006816

Composite Exhibit A



**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 710.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and

**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 710, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 710 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 710 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 710 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 710 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

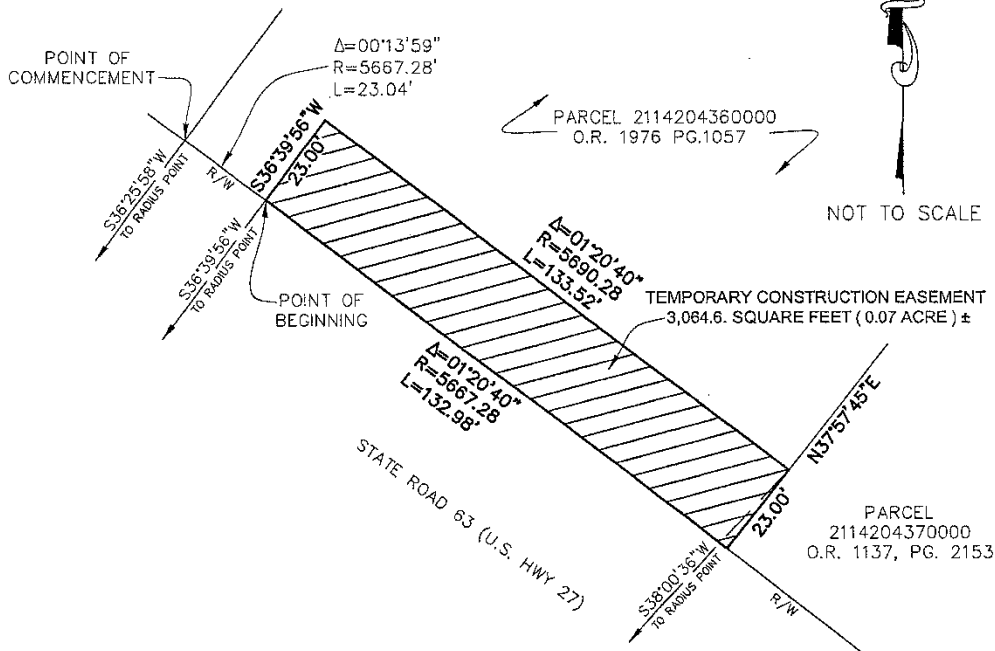
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION:** Temporary Construction Easement  
Parcel 2114204360000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 1976, Page 1057, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27) and the arc of a curve whose radius point lies S 36° 25' 58" W, 5667.28'; thence run Southeasterly, along said Northeasterly Right-of-Way line and the arc of said curve through a central angle of 00° 13' 59", a distance of 23.04' for a POINT OF BEGINNING; thence continue Southeasterly, along said Right-of-Way line and the arc of said curve through a central angle of 01° 20' 40", a distance of 132.98', to the intersection with the Southeasterly boundary line of aforesaid certain parcel; thence N 37° 57' 45" E, along said boundary line, a distance of 23.00', to a point on a curve concave to the Southwest, whose radius point lies S 38° 00' 36" W, 5690.28'; thence run Northwesterly, along the arc of said curve parallel with said Right-of-Way line and 23.0' Northeasterly therefrom, through a central angle of 01° 20' 40", a distance of 133.52'; thence S 36° 39' 56" W, radial with last described curve, 23.00', to the point of beginning; Being and lying in Section 14, Township 1 North, Range 1 West, Leon County, Florida.

Containing 3,064.6 Square Feet (0.07 Acre) more or less.



*[Signature]*  
W. LAMER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

9/16/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2114204360000

Project No.:	OLCP3-017A
Drawing Date:	08/30/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	
September 16, 2010 (09:55:58 EST) I:\SURVEY\WORKSPACE\TCE\DWG\WORKSPACE\TCE.DWG	

SHEET  
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OF  
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Engineers • Landscape Architects • Planners • Surveyors  
GGI, LLC, dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32303  
(850) 224-4400 Fax (850) 681-8600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**

A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. . Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

**LEON COUNTY RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE NORTH MONROE STREET (SR 63/US 27) NORTHBOUND THROUGH/TURN LANE PROJECT, WITH RESPECT TO PARCEL NO. 711.**

**WHEREAS**, Leon County, Florida (the "County") is a political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the County is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, it is proposed that a portion of North Monroe Street (from John Knox Road to Lakeshore Drive) will be reconstructed within existing right-of-way to provide a northbound through lane and shift two existing right turn lanes to the east in order to ease congestion along the corridor and to adequately accommodate expected future vehicular traffic; and

**WHEREAS**, it is in the public interest and for the public benefit to improve, expand and/or alter the flow of traffic on North Monroe Street; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate route, costs, environmental factors, long-range area planning, and safety considerations; and

**WHEREAS**, the County has insufficient interests in real property along North Monroe Street to provide harmonization of the driveways along North Monroe Street; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing and harmonizing the driveways of the adjacent properties; and



**WHEREAS**, a temporary construction easement interest in the real property identified as Parcel No. 711, attached hereto as "Exhibit A," is reasonably necessary to construct and harmonize the driveway(s) adjacent to North Monroe Street; and

**WHEREAS**, the County will utilize the temporary construction easement in accordance with the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."

**WHEREAS**, the County's consultants indicate it is reasonably probable that the County will obtain all necessary approvals for this project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County's consultants indicate that condemnation of a temporary construction easement in the real property identified as Parcel No. 711 in "Exhibit A" will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, as follows:

1. Acquiring a temporary construction easement interests in the real property identified as Parcel No. 711 in "Exhibit A" is reasonably necessary for the public purposes of constructing and harmonizing the driveway adjacent to North Monroe Street.
2. The temporary construction easement interest in the real property identified as Parcel No. 711 will be subject to the Temporary Construction Easement – Term Sheet attached hereto as "Exhibit B."
3. The County's attorneys are authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a temporary construction easement in the real property identified as Parcel No. 711 in "Exhibit A."
4. This Resolution shall become effective upon being adopted and executed.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BOARD OF COUNTY COMMISSIONERS  
OF LEON COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman

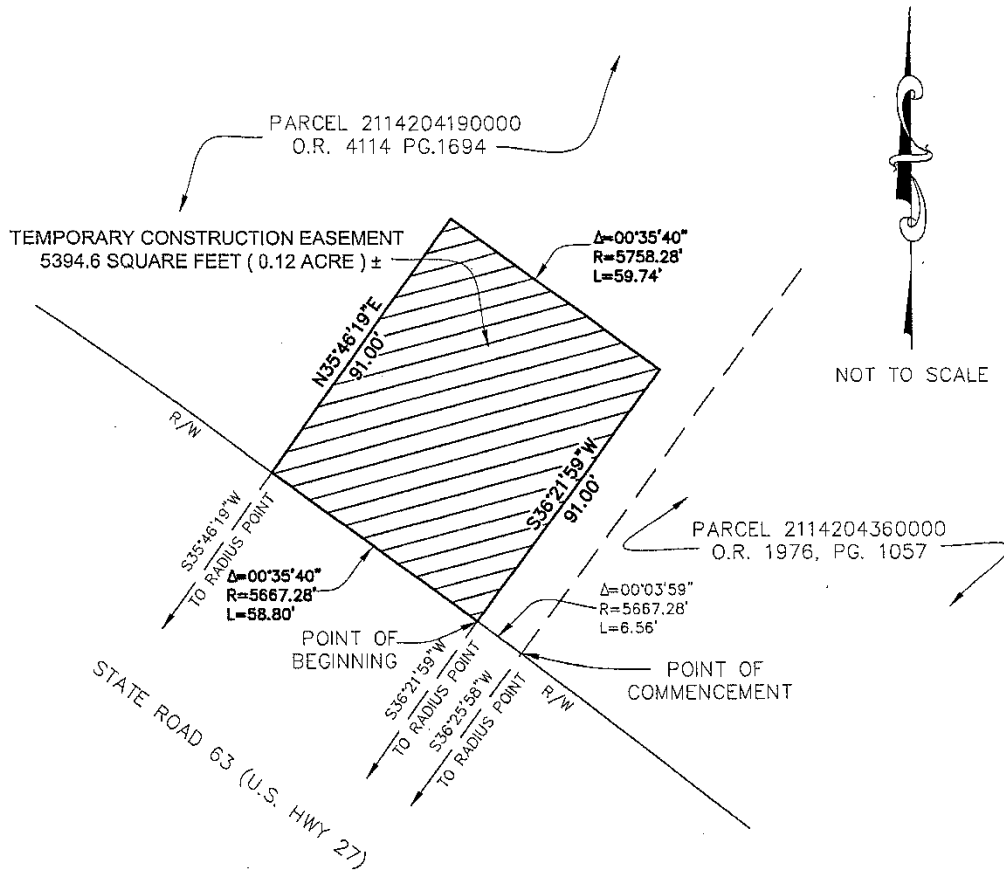
ATTEST: \_\_\_\_\_  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

**DESCRIPTION:** Temporary Construction Easement  
Parcel 2114204190000

Commence at the Southwest corner of that certain parcel of land as described and recorded in Official Records Book 1976, Page 1057, Public Records of Leon County, Florida, said point lying on the Northeasterly Right-of-Way line of State Road 63 (U.S. Highway 27) and the arc of a curve whose radius point lies S 36° 25' 58" W, 5667.28'; thence run Northwesterly, along said Northeasterly Right-of-Way line and the arc of said curve through a central angle of 00° 03' 59", a distance of 6.56', for a POINT OF BEGINNING; thence continue Northwesterly, along said Northeasterly Right-of-Way line and the arc of said curve through a central angle of 00° 35' 40", a distance of 58.80'; thence N 35° 46' 19" E, radial with last described curve, a distance of 91.00', to a point on a curve concave to the Southwest, whose radius point lies S 35° 46' 19" W, 5758.28'; thence run Southeasterly, along the arc of said curve parallel with aforesaid Right-of-Way line and 91.0' Northeasterly therefrom, through a central angle of 00° 35' 40", a distance of 59.74'; thence S 36° 21' 59" W, radial with last described curve, a distance of 91.00', to the point of beginning; Being and lying in Section 14, Township 1 North, Range 1 West, Leon County, Florida.

Containing 5,394.6 Square Feet (0.12 Acre) more or less.



*W. Lanier Mathews, II*  
W. LANIER MATHEWS, II  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 4783  
FOR THE FIRM GGI, LLC dba GENESIS GROUP (LB6816)

11/2/10  
DATE

THIS IS NOT A SURVEY

Sketch of Description of:  
Temporary Construction Easement  
Parcel 2114204190000

Project No.:	OLCP3-017A
Drawing Date:	8/30/10
Scale:	NONE
Drawn By:	S.G.
Field Book:	N/A
Revised:	11/02/10 Reduced Width

SHEET  
1  
OF  
1



**GENESIS**  
GROUP

Engineers • Landscape Architects • Planners • Surveyors

GGI, LLC dba Genesis Group  
2507 Callaway Road, Suite 100, Tallahassee, Florida 32309  
(850) 224-4400 Fax (850) 681-3600 www.GenesisGroup.com  
Licensed Survey Business 0006816

**TEMPORARY CONSTRUCTION EASEMENT – TERM SHEET**


A Temporary Construction Easement over the parcel of land described herein for the purpose of facilitating the harmonization of the subject property's driveway connection(s) to North Monroe Street (SR 63/US 27) as a part of Leon County's North Monroe Street Northbound Through/Turn Lane Project ("Project"), limited to the uses as follows, to wit:

- (a) Leon County and its contractors shall have the right to ingress, egress and use the above described lands to perform all work necessary for the purpose of tying in and harmonizing the remainder property and the improvements thereon to the improvements to be constructed in connection with the Project, including without limitation sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration, subject to subparagraph (d), below;
- (b) Following completion of construction, Leon County and/or its contractors shall remove its materials and equipment associated with said activities, and shall restore, repair or replace any pre-existing asphalt, curbing, and/or sod within the Temporary Construction Easement area disturbed by such activities. Pre-existing sod or landscaping, if any, within the Temporary Construction Easement disturbed by the construction shall be replaced with sod or plants of such comparable species and size, as are readily available;
- (c) Leon County and/or its contractors shall have the right to operate vehicles and equipment within the easement and to use said easement to park said vehicles and equipment and store materials, subject to subparagraph (d), below;
- (d) The Temporary Construction Easement shall be non-exclusive and Leon County and/or its contractor's use and enjoyment of the rights granted herein shall not interfere with reasonable vehicular or pedestrian access to the remaining property over the easement area;
- (e) The Temporary Construction Easement shall expire upon the final completion of the construction of the Project, but in no event later than five years from the date on which Leon County acquires title to the easement. Construction activities, excluding preparatory activities such as surveying, in the easement area shall be limited to no more than three hundred sixty-five (365) consecutive days.

Exhibit B

MEMORANDUM

To: Herbert W.A. Thiele, Esq.  
Leon County Attorney

From: Charles Wu, P.E.   
Chief of Engineering Design, Engineering Services Division  
Leon County Public Works Department

CC: File

Date: October 14, 2013

Subject: Necessity of Property to be Acquired for North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project (from north of John Knox Road to south of Lakeshore Drive)

I. INTRODUCTION

The following information is submitted for consideration by the Board of County Commissioners ("BOCC") in approving the Resolution of Necessity for the proposed property acquisition associated with the construction of roadway improvements along North Monroe Street ("SR 63/US 27") from north of John Knox Road to south of Lakeshore Drive (hereinafter referred to as the "Project" or the "North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane Project"). The analysis contained herein is more fully described in the Florida Department of Transportation ("FDOT") State Environmental Impact Report ("SEIR") dated September 2010. Due to the voluminous size of the SEIR, only the cover sheet of the SEIR has been attached to this Memorandum, but the entire SEIR is available for review at the Department of Public Works.

In my capacity as Project Manager, I have knowledge of the factors considered in recommending that the Board: (a) select the build alternative for the proposed improvements as set forth in the current construction plans for the project; and (b) authorize an eminent domain action to acquire the property interests necessary for the public purpose of constructing the Project.

II. PROJECT PURPOSE AND CHRONOLOGY

North Monroe Street (SR 63/US 27) is a principal arterial roadway that begins at the intersection of US 27 and Park Avenue in Tallahassee, Florida and proceeds north and then northwest across I-10 to Havana, Florida and the Georgia state line. The typical section for existing North Monroe Street (SR 63/US27) between John Knox Road and Lakeshore Drive maintains at least two 12-foot through lanes in each direction with a variable number of left turn lanes, some of which become through lanes for short distances. A sidewalk is provided on the east side of the roadway. The only designated bicycle lanes are on the northern end of the project near Lakeshore Drive. In 2007, the

FDOT completed improvements to the I-10 interchange at North Monroe Street, providing six through lanes on North Monroe Street, three in each direction, and adding double lane entrance/exit ramps. The Level of Service ("LOS") standard established for North Monroe Street in the Leon County Comprehensive Plan is LOS "D." North Monroe Street is currently operating at LOS "F" within the project area.

The proposed improvements to North Monroe Street consists of adding a continuous northbound 11-foot through lane and shifting two existing right turn lanes to the east of the through lane from north of John Knox Road to south of Lakeshore Drive, a distance of 0.729 miles. The width of the existing lanes will be reduced to 11 feet each. The purpose of the proposed improvement is to provide a typical section for the northbound lanes that matches the typical section of North Monroe Street through the I-10 interchange, thereby enhancing the roadway's Level of Service and traffic operations. Also, dedicated turn lanes would be provided at the following intersections along North Monroe Street: Allen Road, Sharer Road. Proposed improvements would also include the addition of a designated bike lane for the length of the project and the installation of stormwater collection facilities. The proposed drainage improvements will include the replacement of the ditch bottom inlets. These inlets will be replaced with curb inlets. The existing sidewalk would also be reestablished.

The proposed project will utilize existing Right of Way ("ROW") for the proposed improvements; however, temporary construction easements ("TCE") will need to be acquired for the purpose of harmonizing existing driveway connections with the modified grade of the roadway as a result of the project. One TCE will also need to be acquired for workspace in connection with the construction of a concrete gravity wall in the proximity of the North Monroe Street/Sharer Road intersection.

The proposed improvements would increase the maximum service volume and enhance the roadway's operation to LOS "D", the LOS standard established for North Monroe Street in the Leon County Comprehensive Plan.

The North Monroe Street Corridor Management Study Implementation Project, consisting of the design of the referenced turn lane, was submitted to the FDOT in September 2000 for consideration for FDOT's County Incentive Grant Program. The project was subsequently selected by FDOT for this program, and a County Incentive Program Agreement for design of the project was entered into with FDOT pursuant to the BOCC's February 2005 Resolution.

This project was originally submitted on behalf of the City of Tallahassee (the "City") for implementation by the City. As Leon County is the authorized recipient of the funds under this program, Leon County was simply providing the vehicle for the City's project. However, in the ensuing time period since the project was selected by FDOT, the City found that the project was not in line with their other project prioritizations. Accordingly, the City declined to pursue the project, but Leon County staff, determined that the project merited continuation as a County project.

Design has subsequently been completed with the assistance of the matching grant from FDOT.

On or about December 4, 2012, Leon County entered into a Joint Project Agreement with FDOT for the project pursuant to which FDOT will reimburse the County for up to \$1 Million in project costs if the project is completed by December, 2015.

### III. FIVE (5) NECESSITY FACTOR CONSIDERATIONS

#### A. AVAILABILITY OF AN ALTERNATE ROUTE/ALIGNMENTS

Given the purpose of the proposed project, namely, to add a northbound through lane and shift existing right turn lanes to tie into the typical section in the area of the I-10 interchange, alternate route/alignments were not available for consideration. The placement of the proposed lane was constrained by the location of the existing typical section to the north. The remaining necessity factors were evaluated in the context of the build/no build alternatives.

#### B. LONG-RANGE PLANNING

The LOS standard established for North Monroe Street in the Leon County Comprehensive Plan is LOS "D." The FDOT's SEIR assigned North Monroe Street a LOS service rating of "F" within the project area. The proposed improvements would increase the maximum service volume and enhance the roadway's operation to a LOS "D", which would be consistent with the Leon County Comprehensive Plan. The no-build alternative does not address current and future traffic conditions.

The project is included in the County's 2013–2017 Capital Improvement Program.

#### C. SAFETY CONSIDERATIONS

In addition to increasing safety by improving overall traffic circulation, the proposed improvements contribute to bicyclist safety by including a designated bike lane and sidewalk for the length of the project. Currently, there is only a designated bike lane at the northern end of the project in the area of Lakeshore Drive. A sidewalk currently exists in the project area but is not well-defined in some sections. As reflected in FDOT's SEIR, the build alternative improves bicyclist and pedestrian safety, while the no-build alternative does not.

The build alternative meets current FDOT and Leon County safety and design standards.

#### D. ENVIRONMENTAL IMPACTS

The build alternative will add approximately .5 acres of impervious surface in the project area. Stormwater runoff will continue to drain, as it does currently, to Meginnis Creek and ultimately Lake Jackson. FDOT's SEIR anticipates that the additional runoff caused by this project will result in minimal impact to Lake Jackson. (See, SEIR, p.C-1). All necessary environmental permits for the build alternative have been received or are reasonably expected.

The FDOT SEIR found no significant impacts from the build alternative to any state or federally listed species. (See, SEIR, p. C-5).

The FDOT SEIR identified three high risk and two medium risk potential contamination sites in the project area. The PD&E Soil Evaluation report dated September 2010 concluded that containment releases from these exposure sites do not pose an exposure or waste handling threat within the Project's work zone and construction activities are expected to remain outside the contamination zone.

Notwithstanding the (minimal) environmental impacts associated with the build alternative, the no-build alternative is not necessarily the superior alternative under the environmental impact factor, as the build alternative will improve traffic flow, in turn reducing fuel consumption and emissions.

#### E. COSTS

The least costly alternative as measured by near-term capital outlay is the no-build alternative. However, there are nonetheless costs associated with the no-build alternative. If the North Monroe Street project is not undertaken at this time it is anticipated that future traffic conditions will only increase the necessity for the proposed improvements. In the event the project does not move forward at this point, much of the work performed through the design phase at a cost of nearly \$2,000,000 may need to be revisited in light of future conditions when the project is taken up again. Also, the project is currently the subject of a Joint Project Agreement with the FDOT under which the FDOT will reimburse Leon County up to \$1,000,000 for project costs if the project is completed by December 2015. Were the County to choose not to go forward with the project at this time, it would forego this FDOT funding, since the funding is specific to the Project. The build alternative has total anticipated project costs of \$4,599,213 as reflected in the 2013-2017 Capital Improvement Program, which includes the nearly \$2,000,000 expended to date.

#### IV. RECOMMENDATION

In summary, Leon County staff considered and weighed many factors in developing the final recommendation. The build alternative addresses Leon County's Long-Range Planning needs by increasing North Monroe Street's Level of Service in the Project area from "F" to "D." The build alternative increases vehicular, bicyclist, and



pedestrian safety. The build alternative also has cost benefits by allowing Leon County to capitalize on funding from FDOT through a Joint Project Agreement. The build alternative has no significant environmental impacts and yields environmental benefits in the form of reduced fuel consumption and emissions from improved traffic flow.

Genesis Group has generated construction plans for the Project in accordance with the build alternative. The County's Public Works Department has reviewed the construction plans and will accept the plans after FDOT issues the Construction Permit.

For these reasons, it is recommended that the Leon County Board of County Commissioners approve the Resolution of Necessity authorizing the acquisition of the property needed for the public purpose of constructing the Project pursuant to the build alternative.

**ATTACHMENTS:**

1. Cover sheet to Florida Department of Transportation State Environmental Impact Report (SEIR") dated September 2010 (entire SEIR is available for review at the Department of Public Works).

395268v1

**Florida Department of Transportation  
STATE ENVIRONMENTAL IMPACT REPORT**

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**1. GENERAL INFORMATION:**

Project Name: North Monroe Street (SR 63/US 27) Northbound Through/Turn Lane

Project Limits: John Knox Road to Lakeshore Drive

Financial Project Number: 410409-1-28-01

ETDM Project Number: 12776

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**2. PROJECT DESCRIPTION:**

- a. **Existing:** North Monroe Street (SR 63/US 27) is a principal arterial roadway that begins at the intersection of US 27 and Thomasville Road (SR 61) in Tallahassee, Florida and proceeds north then northwest across I-10 to Havana, Florida and the Georgia state line. A regional map showing these roadways is shown on Figure 1.

The typical section for existing North Monroe Street (SR 63/US 27) between John Knox Road and Lakeshore Drive maintains at least two 12-foot through lanes in each direction with a variable number of left turn and right turn lanes, some of which become through lanes for short distances. A sidewalk is provided on the east side of the roadway and the only designated bicycle lanes are on the northern end of the project near Lakeshore Drive. In 2007, the Florida Department of Transportation (FDOT) completed improvements to the I-10 interchange at North Monroe Street (SR 63/US 27), providing six through lanes on North Monroe Street (SR 63/US 27), three in each direction, and adding double lane entrance/exit ramps. Most of those improvements are north of the limits of this study; however, the improvements from the 2007 interchange project do extend approximately 1,140 feet south of Lakeshore Drive.

The Level of Service (LOS) standard established for North Monroe Street (SR 63/US 27) in the Leon County Comprehensive Plan is LOS D. North Monroe Street (SR 63/US 27) is currently operating at LOS F within the project area.

- b. **Proposed Improvements:** The proposed improvements call for the modification of North Monroe Street (SR 63/US 27) by adding a continuous through/turn lane northbound from John Knox Road to Lakeshore Drive, a distance of 0.84 mile (see Figure 2). The purpose of the proposed improvement is to provide a typical section for the northbound lanes that matches the typical section of North Monroe Street (SR 63/US 27) through the I-10 interchange thereby enhancing the roadway's LOS and

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #13

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator  
Herbert W. A. Thiele, County Attorney

**Title:** Request to Schedule First and Only Public Hearing on a Proposed Ordinance to Relevy the Existing Six-Cent Local Option Fuel Tax

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W. A. Thiele, Esq., County Attorney
<b>Lead Staff/ Project Team:</b>	Patrick Kinni, Deputy County Attorney Alan Rosenzweig, Deputy County Administrator

**Fiscal Impact:**

This item does not have a fiscal impact.

**Staff Recommendation:**

Option #1: Schedule the first and only public hearing on a proposed Ordinance relevying the existing six-cent local option fuel tax for Tuesday, December 10, 2013 at 6:00 p.m. (Attachment #1).

## **Report and Discussion**

### **Background**

As part of the July 8, 2013 budget workshop, the Board approved a comprehensive agreement with the City of Tallahassee addressing transportation funding, a long-term commitment to address Fire and Emergency Medical Services (EMS) funding, and a three-year commitment to the funding of Palmer Munroe Teen Center (Attachment #2). Attachment #3 is the Interlocal Agreement effectuating the actions taken at the workshop. Specific actions are required by both the County and City to continue to implement the Agreement.

### **Analysis:**

This item is requesting the Board authorize the scheduling of a first and only public hearing to consider the relevying of the existing six-cent gas tax. The existing levy expires in August 2015. This tax is already levied and shared with the City of Tallahassee (53.33% City and 46.67% County); the extension will occur under the same allocation that currently exists.

### **Options:**

1. Schedule the first and only public hearing on a proposed Ordinance relevying the existing six-cent local option fuel tax for Tuesday, December 10, 2013 at 6:00 p.m.
2. Do not schedule the first and only public hearing on a proposed Ordinance relevying the existing six-cent local option fuel tax for Tuesday, December 10, 2013 at 6:00 p.m.
3. Board direction.

### **Recommendations:**

Option #1.

### **Attachments:**

1. Draft ordinance authorizing the relevying of the existing 6 cent local option fuel tax
2. July 8, 2013 Budget Discussion Item – Additional Information
3. Second Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services

ORDINANCE NO. 2013-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11, ARTICLE II OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, BY ADDING A NEW SECTION 11-33 ENTITLED “6<sup>TH</sup>-CENT LOCAL OPTION FUEL TAX”; RELEVYING A 6<sup>TH</sup>-CENT LOCAL OPTION FUEL TAX IN LEON COUNTY; PROVIDING FOR COLLECTION AND DISTRIBUTION OF THE PROCEEDS; PROVIDING A GENERAL DESCRIPTION OF THE USES OF THE TAX REVENUE; PROVIDING A DURATION OF THE RELEVY OF A 6<sup>TH</sup> CENT LOCAL OPTION FUEL TAX; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NOTIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 206.41(1)(e), Florida Statutes, provides for the reimposition of the 6<sup>th</sup>-cent local option fuel tax, on motor fuel by each county for a period not to exceed 30 years; and

WHEREAS, Section 336.025(1)(a), Florida Statutes, provides that there may be relevied a 6<sup>th</sup>-cent local option fuel tax upon every gallon of motor fuel sold in a county by a majority vote of the membership of a county’s governing body; and

WHEREAS, Section 336.025(1)(a)2., Florida Statutes, provides for limiting the use of the 6<sup>th</sup>-cent local option fuel tax revenue to transportation related expenditures; and

WHEREAS, the Board of County Commissioners has determined that there is a critical and immediate need for the revenue to be generated by the relevy of the 6<sup>th</sup>-cent local option fuel tax; and

WHEREAS, the Board of County Commissioners have voted by a majority vote of the membership of the Board to enact this ordinance, amending Chapter 11, Article II, Leon County Code of Laws, relating to the 6<sup>th</sup>-cent local option fuel tax;

BE IT ORDAINED by the Board of County Commissioners of the County of Leon, Florida, as follows, that:

**Section 1.** The Code of Laws of Leon County, Florida, is hereby amended by adding a section to be numbered 11-33, which section reads as follows:

**Sec. 11-33. 6<sup>th</sup> - Cent Local Option Fuel Tax.**

**(a) 6<sup>th</sup> - Cent Local Option Fuel Tax.**

There is hereby relevied, reimposed, and reset, pursuant to Section 206.41(1)(e) and Section 336.025(1)(a), Florida Statutes, an additional tax of six cents per net gallon, to be designated as the “6<sup>th</sup> - Cent Local Option Fuel Tax,” upon every gallon of motor fuel sold in Leon County for transportation expenditures.

**(b) Tax Collection.**

The 6<sup>th</sup> - Cent Local Option Fuel Tax shall be collected, administered, and enforced in accordance with Chapter 206, Florida Statutes. The proceeds of the 6<sup>th</sup> - Cent Local Option Fuel Tax shall be transferred to the Local Option Fuel Tax Trust Fund and distributed to Leon County and the City of Tallahassee by the State of Florida, Department of Revenue in accord with the provisions of the Second Addendum to the Agreement entered into by and between Leon County and the City of Tallahassee dated September 5, 2013.

**(c) Uses of 6<sup>th</sup> - Cent Local Option Fuel Tax.**

Leon County and the City of Tallahassee shall utilize monies received pursuant to this ordinance in accord with the Second Addendum to the Agreement entered into by and between Leon County and the City of Tallahassee dated September 5, 2013, for transportation expenditures consistent with the provisions of Section 336.025(1)(a)2 and (7), Florida Statutes, including but not limited to:

- (1) Public transportation operations and maintenance.
- (2) Roadway and right-of-way maintenance and equipment and structures used primarily for the storage and maintenance of such equipment.
- (3) Roadway and right-of-way drainage.
- (4) Street lighting installation, operation, maintenance, and repair.
- (5) Traffic signs, traffic engineering, signalization, and pavement markings, installation, operation, maintenance, and repair.
- (6) Bridge maintenance and operation.
- (7) Debt service and current expenditures for transportation capital projects in the foregoing program areas, including construction or reconstruction of roads and sidewalks.

**(d) Duration.**

The tax imposed hereby shall be for a period of 30 years commencing September 1, 2015.

**Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

**Section 3. Severability.** If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.



**Section 4. Notification.** By June 1, 2015, the Clerk of the Board of County Commissioners shall notify the Florida Department of Revenue of the rate of the taxes levied herein, and shall provide the Department of Revenue with a certified copy of this ordinance.

**Section 5. Effective Date.** This ordinance shall be effective upon becoming law, and in accordance with Section 336.025(1)(a)1., Florida Statutes, the 6<sup>th</sup> - Cent Local Option Fuel Tax hereby relevied, reimposed and reset shall be effective and commence September 1, 2015.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bob Inzer, Clerk of Court  
Leon County, Florida

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

# Leon County Board of County Commissioners

## Budget Discussion Items – Additional Information

July 8, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Additional Information for Budget Discussion Item 6: Discretionary Funding Levels of Outside Agencies and Item 15: Acceptance of Status Report Regarding Leon County EMS and Consideration of One Year Extension to Fire Services Agreement with the City of Tallahassee

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	N/A
<b>Lead Staff/ Project Team:</b>	Alan Rosenzweig, Deputy County Administrator

**Fiscal Impact:**

There is no direct fiscal impact for next year with regard to fire funding, as the proposal contemplates a one-year extension under the same terms and conditions of the existing agreement. Long term, the proposal does contemplate a new fire fee study; however, based on current projections it is anticipated that the initial fee increase would be no more than 15% and would remain flat thereafter for five years. (Note: the fee increase may actually be less than this amount). The proposal also includes the collection of the additional authorized five-cent gas tax that for next fiscal year would generate approximately \$2.0 million in revenue to the County.

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**Staff Recommendation:**

Option 1: Authorize the County Administrator and City Manager to finalize an extension to the fire services agreement based on the parameters noted in the analysis section of the item in a form approved by the County and City Attorney's and authorize execution.

Option 2: Authorize the City Manager and County Administrator to finalize the appropriate interlocal agreements related to the extension of the existing six cent gas tax under the current allocation and the imposition of the additional five cent gas under a 50/50 split in a form approved by the County and City Attorney's and authorize execution.

Option 3: Authorize the scheduling of a public hearing to levy the additional five-cent gas tax for September 17, 2013 at 6:00 p.m.

Option 4: Direct staff to prepare a future agenda item to address the allocation of the proposed additional gas tax revenue in support of the County's highest transportation priorities and/or to address the on-going general revenue subsidy to the transportation fund.

Option 5: Direct staff to include \$150,000 in funding for the Palmer Munroe Teen Center for an additional three-year term.

Title: Additional Information for Budget Discussion Item 6: Discretionary Funding Levels of Outside Agencies and Item 15: Acceptance of Status Report Regarding Leon County EMS and Consideration of One Year Extension to Fire Services Agreement with the City of Tallahassee  
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## Report and Discussion

### **Background:**

As discussed with the Board during Commissioner briefings, subsequent to the distribution of the budget workshop information, the County Administrator and staff have continued to work closely with the City Manager and her staff regarding the long-term provision of fire services to the unincorporated area.

### **Analysis:**

As reflected in the original budget discussion item, the City of Tallahassee has historically provided fire protection services to the unincorporated areas of Leon County. During the most recent discussions regarding the current fire services agreement, the County Administrator and City Manager have developed a series of recommendations that provides the basis to enter into a long-term extension to the current agreement. The major elements of the intended extension include the following:

1. A one-year extension to the current five-year agreement under the same Fire Fee rate structure. For the one year, the EMS ALS payment would increase by the inflationary rate consistent with the current agreement.
2. To ensure cost containment, the City will staff the new Station 16 from existing staff. Additionally, the construction of two other planned stations will be deferred.
3. The City and County will jointly enter into a new rate study funded through the existing fire fee. The general assumptions going in the rate study will be:
  - a. The overall term will be for 10 years. (Note: this is after the one-year extension of the existing agreement under the current rate structure.)
  - b. One approach to be evaluated will be an initial flat rate established for 5 years; based on current projected expenditures this should not be more than a 15% increase over the current rate. Note, this rate would then be held level for five years. *Counting the existing five years, this would be a total of 11 years with an increase in the fee of not more than 15%.*
  - c. For the second five-year period, the rate study would evaluate an annual inflationary (or an appropriate alternative index) annual increase.
  - d. Alternatively, the rate study could look at a ten-year period with annual increases based on an index.
  - e. Given the long-term nature of the agreement and some inherent uncertainty of forecasting into the future, at the end of the five-year period either party may evaluate re-opening the agreement for extraordinary circumstances that may have occurred that have effected the financial conditions utilized in developing the fee (i.e. inflation rate and/or fuel prices have increased extraordinarily, etc.).
4. To ensure additional cost containment, for the 10-year extension, the ALS payment from the County to the City will be capped at the lesser of CPI or property value growth (in either situation the payment will not increase by more than 5%).

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5. As presented in the original budget discussion item, EMS has continued to see significant growth in call volume without a corresponding increase in transport units and staffing (no new paramedics/EMTs since FY2008). Also, during the economic decline, the ad valorem tax collection associated with the EMS MSTU has correspondingly declined. In order to address these issues, the County needs to be in the position in the future to provide the additional resources necessary to continue to provide the highest quality of service for the residents of our community. The EMS MSTU millage is currently capped at 0.5 mills. According to Florida Statutes, MSTUs levied within a municipality need the concurrence of that municipality. As part of the on-going discussions with the City, the City will agree to allow an increase in the EMS MSTU by 0.25 mills from 0.5 mills to 0.75 mills. By agreeing to an increase in the maximum levy, this will allow the county the opportunity in the future to adjust the EMS MSTU when the Board deems necessary and appropriate.

#### Gas Taxes

In addition to the discussions related to Fire, the City has indicated a desire to enter into an interlocal agreement under the proposal originally offered by the County regarding the allocation of the existing six-cent gas tax and the additional five-cent gas tax. The terms of the agreements would be to authorize the extension of the existing six cents under the concurrent allocation and the additional five cents would be allocated on a fifty-fifty basis.

As reflected in budget balancing strategy 2, the budget is balanced at the current millage rate. The imposition of the additional gas tax will provide approximately \$2.0 million to the County next fiscal year and \$2.5 per year thereafter. Although there is a general revenue subsidy provided to the transportation fund included in the tentative budget, the Board may wish to allocate some or all of the additional gas tax revenues to other high priority transportation needs. Staff recommends maintaining the projected additional revenues in a reserve account and directing staff to provide a future agenda item for the Board to consider both the current general revenue subsidy as well as other transportation infrastructure priorities.

#### Palmer Munroe

During the recent discussions, the City has requested that the County continue to provide \$150,000 in on-going support for the Palmer Munroe Teen Center for an additional three-year commitment.

#### Conclusion

The current proposal addresses a number of long term financial and public safety issues for both the County and the City. As presented, the County continues to fulfill its fiduciary responsibility to ensure that the appropriate levels of service are being provided to our citizens at the most reasonable costs available. If approved by both the County and City Commissions, these agreements provide a strong basis for the on-going working relationship between the two local governments.

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**Options:**

1. Authorize the County Administrator and City Manager to finalize an extension to the fire services agreement based on the parameters noted in the analysis section of the item in a form approved by the County and City Attorney's and authorize execution.
2. Authorize the City Manager and County Administrator to finalize the appropriate interlocal agreements related to the extension of the existing six cent gas tax under the current allocation and the imposition of the additional five cent gas under a 50/50 split in a form approved by the County and City Attorney's and authorize execution.
3. Authorize the scheduling of a public hearing to levy the additional five-cent gas tax for September 17, 2013 at 6:00 p.m.
4. Direct staff to prepare a future agenda item to address the allocation of the proposed additional gas tax revenue in support of the County's highest transportation priorities and/or to address the on-going general revenue subsidy to the transportation fund.
5. Direct staff to include \$150,000 in funding for the Palmer Munroe Teen Center for an additional three-year term.
6. Board direction.

**Recommendation:**

Options #1 through #5

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT  
REGARDING THE PROVISION OF FIRE AND  
EMERGENCY MEDICAL SERVICES**

This Second Amendment to the Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services is made and entered into as of this 5th day of September, 2013, by and between Leon County, Florida, a charter county and political subdivision of the State of Florida (the “County”), and the City of Tallahassee, Florida, a Florida municipal corporation (the “City”), collectively the Parties.

**RECITALS**

**WHEREAS**, the Parties entered into an Interlocal Agreement Regarding the Provision of Fire and Emergency Medical Services, dated April 16, 2009, and a First Amendment to Interlocal Agreement, dated June 9, 2009 (collectively, the “Agreement”); and

**WHEREAS**, Section 4 of the Agreement provides that Exhibits A, B, C, D, and E are incorporated therein; and

**WHEREAS**, Exhibit E, Paragraph 6.A, to the Agreement provides that modifications to the Interlocal Agreement may be effectuated upon agreement of the Parties; and

**WHEREAS**, the Parties wish to further amend the Agreement to provide for a Second Term and to address certain long term financial and public safety related issues of both the County and the City; and

**WHEREAS**, the intent of the Parties is to ensure that appropriate levels of service for Fire and Emergency Medical Services are being provided to the citizens of Leon County and the City of Tallahassee at the most reasonable costs available; and

**WHEREAS**, to further ensure that all reasonable cost containment measures have been taken, the Parties intend that the new Fire Station 16, which is being designed and will be

constructed on Weems Road, will be staffed, during the remainder of the Initial Term, utilizing existing human resources, and that construction of two (2) other preliminarily planned fire stations will be deferred until further action of the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the Parties do hereby agree as follows:

- A.** That the Recitals set forth above are incorporated herein and by reference made a part hereof.
- B.** Exhibit E, Paragraph 1.A, to the Agreement is hereby amended in its entirety to read as follows:

This Agreement shall be effective on the Effective Date. The Initial Term shall commence on October 1, 2009 ("Commencement Date") and continue for a term of six (6) years or until terminated in accordance with this Exhibit. The Second Term shall commence on October 1, 2015 and continue for a term of ten (10) years or until terminated in accordance with this Exhibit.

- C.** Exhibit E, Paragraph 1.B, to the Agreement is hereby amended in its entirety to read as follows:

Should both Parties desire to terminate this Agreement before expiration of the Second Term, the Agreement shall be deemed terminated upon the effective date of such termination. Such termination and effective date shall be set forth in writing and signed by both Parties.

- D.** Section 2 of the Agreement is hereby amended in its entirety to read as follows:

Section 2. Provision of Services.



A. Emergency Medical Services. The City shall provide Advanced Life Support (ALS) services continuously within the Primary Response Area (PRA) of those fire stations as designated in Exhibit A. The County shall provide a Medical Director for ALS and Basic Life Support (BLS) services provided by the City to the County, who shall meet all requirements of, and perform the duties and obligations required of, a medical director under Chapter 401, Florida Statutes.

B. Fire Services. During the Initial Term, the City shall provide Fire Services continuously within the respective PRAs of all fifteen (15) fire stations, as identified in Exhibit B, and shall provide a level of services, and shall maintain both minimum staffing and apparatus, in accordance with a fire services five-year rate study (Rate Study), which upon adoption by the Parties will be made a part of this Agreement as Exhibit C. During the Second Term, the City shall provide Fire Services continuously within the respective PRAs of all sixteen (16) fire stations as designated in Exhibit G, and shall provide a level of services, and shall maintain both minimum staffing and apparatus, in accordance with a fire services rate study (Second Term Rate Study), to be performed in accordance with Section 3.A of this Agreement and which upon adoption by the Parties will be made a part of this Agreement as Exhibit F. Fire stations may change from time to time to meet changing needs, but in no event shall the location change nor the number of fire stations decrease without the prior approval of the County.

E. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

Section 3. Funding of and Payment for Services.

A. The Rate Study, Exhibit C, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the

Initial Term. Not later than January 1, 2015, the Parties shall authorize development of a Second Term Rate Study, subject to the provisions of Section 4. The Second Term Rate Study, the cost of which shall be paid from Fire Services funds, shall be made a part of this Agreement upon adoption by the Parties.

B. The Second Term Rate Study, Exhibit F, shall be utilized to determine the amount of a special assessment and fire services fee to be imposed by the Parties during the period of the Second Term. The Second Term Rate Study, Exhibit F, shall be developed utilizing one of the following structures, as mutually agreed by the Parties:

1. A flat initial five-year assessment/fee rate structure, based upon an assessment methodology utilizing 100% funding of the total assessable costs included in the five-year budget for Fire Services (Fiscal Years 2015 through 2019), but in no event shall any increase in the single family dwelling unit rate exceed 15% of the rate for same, as set forth in Table 16 of Exhibit C; followed by a variable second five-year assessment/fee rate structure utilizing an annual inflationary or appropriate alternative index adjustment; or
2. A variable ten-year assessment/fee rate structure, based upon an assessment methodology utilizing 100% funding of the total assessable costs for the fiscal year 2015 budget for Fire Services and incorporating an annual inflationary or appropriate alternative index adjustment; or
3. A combination of the foregoing structures or an alternate structure, as mutually agreed by the Parties.

C. The Parties may levy an annual fire services special assessment on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire

Services consistent with the Rate Study, Exhibit C, during the Initial Term and consistent with the Second Term Rate Study, Exhibit F, during the Second Term, and the City shall collect the same, including in the unincorporated area unless otherwise collected utilizing the provisions of §197.3632, Florida Statutes. The Parties shall levy and the City shall collect an annual fire services fee on each parcel or subdivided lot within the jurisdictional boundaries of the Parties for the provision of Fire Services consistent with the Rate Study, Exhibit C, during the Initial Term and consistent with the Second Term Rate Study, Exhibit F, during the Second Term, which are not otherwise assessed.

D. At the end of the first five-year period of the Second Term, either Party may, based upon extraordinary circumstances that may have occurred that have effected the financial conditions utilized in developing the annual fire services special assessment and fee (i.e. inflation rate and/or fuel prices have increased extraordinarily, etc.), request a new rate study be developed by the Parties; however, no new rate study shall be developed without mutual written agreement of the Parties.

E. The EMS MSTU Ordinance shall be revised or amended by the City so that the subject ordinance, which consents to the inclusion of the territorial boundaries of the City of Tallahassee into boundaries of the EMS MSTU, shall expire not earlier than the last day of the Second Term of this Agreement and so that the millage limitation shall be changed to  $\frac{3}{4}$  mills upon all real and personal property within the EMS MSTU.

F. Payment for services shall be made as provided in Exhibit D.

F. Section 4 of the Agreement is hereby amended in its entirety to read as follows:

Section 4. Exhibits and Supplemental Provisions.

Exhibits A through E, inclusive, which are attached hereto, and Exhibits F and G, when prepared and attached hereto, shall be deemed incorporated herein as if fully set forth below. The Parties shall comply with the provisions set forth in Exhibits D and E.

**G.** Exhibit D to the Agreement is hereby amended in its entirety to read as follows:

#### **EXHIBIT D**

##### **Payment of Service**

1. The City shall collect all fire services fees and assessments imposed by the Parties, in both the incorporated and unincorporated areas of Leon County, unless otherwise collected utilizing the provisions of section 197.3632, Florida Statutes. The City hereby acknowledges that its collection of any fire services fees and assessments imposed by the County shall constitute full payment by the County to the City for all Fire Services provided under the Agreement, subject to the provisions of paragraph 7. Revenues from the unincorporated area will be accounted for in a separate revenue line within the Fire Services Fund.

2. On a quarterly basis and at the end of each fiscal year, the City will provide the County reports identifying total fire services fee revenue collections in the unincorporated area.

3. On or before the 10th day of October of each fiscal year, the City will remit to the County the amount included in the Rate Study or Second Term Rate Study, as applicable, for that fiscal year for the support of Volunteer Fire Departments.

4. The County agrees to pay the City the following amounts for all ALS services, as follows:

On or before the 10<sup>th</sup> day of each quarter (October, January, April and July), the County shall pay the City the amount of \$675,503 for FY2010, \$690,364 for FY2011, \$705,552 for FY2012, \$721,074 for FY2013, \$736,938 for FY2014, and \$753,151 for FY2015. For the

Second Term, the ALS payment from the County to the City will be annually adjusted to reflect the lesser of (i) the increase in the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, All items (unadjusted) during the most recent twelve-month period for which such index is available at the time the adjustment is calculated, or (ii) the rate of property value growth in Leon County, as determined and reported by the Leon County Property Appraiser, but in no event shall the ALS payment increase by more than 5% annually.

5. Both the City and County recognize that fire services fee rates are based on average assessable costs as reflected in fiscal year(s) budgets. Possible surplus revenues collected in the early years are intended to offset probable increased costs in the latter years identified in the Rate Study and Second Term Rate Study. Any excess funds at the end of each fiscal year will be transferred into a Fire Services Reserve fund for future appropriation.

6. Increases in annual appropriations to the Fire Services Fund shall be restricted to the growth rates in expenditures as identified in the Rate Study or Second Term Rate Study, as applicable. Deviation from these growth rates will need to be approved by the AMC and ratified by the City Commission.

7. The County shall remit to the City all fire services assessment funds received by the County, less the costs of collections, if any, and not previously remitted to the City, at such time as may be agreed upon by the Parties. Within twelve months of the end of each fiscal year, both Parties shall make a financial determination as to the percentage of fire services fees and assessments collected in proportion to the amounts billed for Fire Services for that fiscal year. In the event the amount collected is less than 95% of the amount billed by or on behalf of that Party for such fiscal year, that Party shall be responsible for remitting, to the Fire Services Fund, funds necessary to equal 95% of the amount billed. If an annual shortfall occurs in the Fire Services

Fund the AMC shall determine whether Fire Services Reserve funds should be released to address the deficiency. If Fire Services Reserve funds are not adequate, the AMC may make a recommendation on how to address the shortfall to the Parties and may authorize a new rate study be undertaken.

**H.** Exhibit E, Paragraph 5, to the Agreement is hereby amended in its entirety to read as follows:

5. Conditions Precedent.

A. The following are conditions precedent to the effectiveness of this Second Amendment to the Agreement and to the obligations of the Parties to comply with the terms and conditions of this Second Amendment to the Agreement:

1. The Parties enter into an Interlocal Agreement providing for the distribution and use of the proceeds of the 5<sup>th</sup>-Cent Local Option Fuel Tax, not later than September 6, 2013;
2. The Parties enter into a Second Addendum to Agreement for Expenditure of Local Option Gas Tax Proceeds, related to the 6<sup>th</sup>-Cent Local Option Fuel Tax, not later than September 6, 2013;
3. The County adopts an Ordinance amending Chapter 11, Article XXII of The Code of Laws of Leon County, Florida, regarding the EMS MSTU, so that the millage limitation shall be changed to 0.75 mills upon all real and personal property within the boundaries of the EMS MSTU, not later than October 31, 2013;
4. The City adopts an Ordinance amending the EMS MSTU Ordinance consenting to the continued inclusion of the territorial boundaries of the City of Tallahassee into boundaries of the EMS MSTU, which shall expire not earlier than the last

day of the Second Term of this Agreement, and consenting to a change in the millage limitation to 0.75 mills upon all real and personal property within the EMS MSTU, not later than October 31, 2013;

5. The County adopts an Ordinance levying the 5<sup>th</sup>-Cent Local Option Fuel Tax in Leon County not later than September 30, 2013;
  6. The County adopts an Ordinance re-levying the 6<sup>th</sup>-Cent Local Option Fuel Tax in Leon County, not later than December 31, 2013;
  7. The County commits to providing on-going funding support for the Palmer Monroe Teen Center in the amount of \$150,000 for FY 2014-2016, inclusive; and
  8. The Parties approve the Second Term Rate Study, and by addendum incorporate same into this Agreement as Exhibit F, not later than March 1, 2015.
- B. The Parties shall use reasonable efforts to satisfy the conditions precedent that are their respective responsibility, to coordinate exchanges of information and documents relating thereto through their respective representatives, and to promptly notify the other Party upon satisfaction of each condition precedent.
- C. If any of the conditions precedent set forth in this Section 5 are not satisfied by the Party responsible therefor on or before the date specified for completion of such condition precedent, then either Party shall have the right to terminate this Second Amendment to the Agreement by notice to the other Party within thirty (30) days after the applicable deadline. Termination in accordance with this Section 8.C. shall not be an event of default under this Agreement, and the Parties shall have no further liability hereunder with respect to this Second Amendment to the Agreement.

I. All other provisions, sections, and requirements in the Agreement not otherwise in conflict with the provisions herein shall remain in full force and effect.

J. That this Second Amendment to the Agreement shall become effective upon full compliance with each condition precedent set forth in Section 8.A.1-8 herein above and full execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be executed by their duly authorized representatives this 5th day of September, 2013.

**CITY OF TALLAHASSEE**

By: Anita Favors Thompson  
Anita Favors Thompson  
City Manager

Attested by:

By: James O. Cooke, IV  
James O. Cooke, IV,  
City Treasurer-Clerk

Approved as to form:  
City Attorney's Office

By: Lewis E. Shelloy, Esq.  
Lewis E. Shelloy, Esq.  
City Attorney

**LEON COUNTY, FLORIDA**

By: Vincent S. Long  
Vincent S. Long  
County Administrator

Bob Inzer, Clerk of the Court  
Leon County, Florida

By: John Stott, Deputy Clerk

Approved as to form:  
County Attorney's Office

By: Herbert W.A. Thiele, Esq.  
Herbert W.A. Thiele, Esq.  
County Attorney



**Leon County  
Board of County Commissioners**

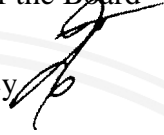
**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #14

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Acceptance of Status Report Regarding Firearm Regulations and Gun Shows

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County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	LaShawn D. Riggans, Assistant County Attorney

**Fiscal Impact:**

This item has no current fiscal impact. However, if the County were to enact an ordinance to require a criminal history records check and a three to five-day waiting period for the purchase of firearms conducted on property to which the public has the right of access, the fiscal impact to the County to enforce the ordinance would be the reoccurring expenditure for funding a new position with the Leon County Sheriff's Office.

**Staff Recommendation:**

Option #1: Accept the status report regarding firearm regulations and gun shows.

## **Report and Discussion**

### **Background:**

Gun shows provide a means and opportunity for firearms retailers to increase their business while providing gun purchasers opportunities to make purchases at discounted prices. Gun shows also allow private gun owners wishing to sell or trade a firearm access to large numbers of potential buyers and traders. The federal Bureau of Alcohol, Tobacco, Firearms and Explosives has estimated that 5,000 gun shows are held annually in the United States, attracting tens of thousands of attendees and resulting in the transfer of thousands of firearms.

In 33 states, private gun owners are not restricted from selling guns at gun shows. Buyers who purchase guns from individuals are not required to submit to the federal background checks as required when firearms are purchased from licensed dealers. Critics say that firearms can be obtained illegally as a result; this has become known as the "gun show loophole." Proponents of unregulated gun show sales say that there is no loophole; gun owners are simply selling or trading guns at the shows as they would do at their residence. In Florida, private firearms purchases are subject to background checks in some jurisdictions but not across the entire state.

Federal legislation has attempted to put an end to the so-called "loophole" by requiring all gun show transactions to take place through Federal Firearms License (FFL) dealers. In 2009, the Gun Show Loophole Closing Act of 2009 (H.R. 2324) was introduced in the U.S. House of Representatives. Similar legislation, the Gun Show Background Check Act of 2009 (S. 843), was introduced in the U.S. Senate. The bills attracted several co-sponsors in both the U.S. House of Representatives and the U.S. Senate. However, Congress ultimately failed to take up consideration of the legislation. Most recently, President Obama called for stronger gun control laws during his State of the Union address. One of the ideas discussed was closing the "gun show loophole."

In April of this year, Chairman Nick Maddox and Commissioner Bryan Desloge were contacted by attorney Roy Blondeau regarding Leon County drafting an ordinance to close the "gun show loophole." The County Attorney's Office had previously been contacted by Mr. Blondeau and was already in the process of researching the issue. Chairman Maddox requested we thoroughly research the matter and bring a status report back to the Board. Since that time we have been in contact with Mr. Blondeau. We have researched the issue, reviewed ordinances drafted by Mr. Blondeau and ordinances from other jurisdictions within the state. Additionally, we have contacted those same jurisdictions to discuss their ordinances and any issues they have had.

### **Analysis:**

In accordance with Section 125.01(1), Florida Statutes (2012), Leon County has the power to carry on county government to the extent not inconsistent with general or special law. Pursuant to Section 125.01(1)(w), Florida Statutes (2012), this includes the power to perform acts not inconsistent with law, which acts are in the common interest of the people of the county, and to exercise all powers and privileges not specifically prohibited by law. In addition, pursuant to Section 125.01(3)(b), Florida Statutes (2012), the provisions of Section 125.01 are to be liberally construed to carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the Florida Constitution.

In 1998, an amendment to the Florida Constitution, Article VIII, Section 5(b), was adopted which gave counties the authority to require a criminal history records check and a 3 to 5-day waiting period in connection with the sale of any firearm occurring within the county. The Florida Constitution allows counties to require background checks for sales "**on property to which the public has the right of access**," (emphasis added).

Florida Constitution says in pertinent part:

Each county shall have the authority to require a criminal history records check and a 3 to 5-day waiting period, excluding weekends and legal holidays, in connection with the sale of any firearm occurring within such county. For purposes of this subsection, the term "sale" means the transfer of money or other valuable consideration for any firearm when any part of the transaction is conducted on property to which the public has the right of access. Holders of a concealed weapons permit as prescribed by general law shall not be subject to the provisions of this subsection when purchasing a firearm.

As this is constitutional law, it should be noted that House Bill 45 has no impact on a county's ability to require a criminal history records check or waiting period in the sale of a firearm.

As you will recall, in 2011 the Florida Legislature passed House Bill 45, which became effective October 1, 2011, amending Section 790.33, Florida Statutes, by expanding the Legislature's preemption in the field of the regulation of firearms and ammunition, and by imposing penalties should an elected or appointed local government official enact, or cause to be enforced, an ordinance or regulation relating to firearms and ammunition. Subsequently, Leon County adopted five separate ordinances to repeal portions of the Leon County Code of Laws which were in potential conflict with the amendments, with an effective date of October 1, 2011.

The concept of private sellers doing a universal background check is not as simple as it may seem. Unlike licensed firearm dealers, the private sellers regulated by county gun laws have no direct access to buyers' criminal histories. Doing background checks on private gun buyers would involve several steps according to Florida Department of Law Enforcement (FDLE). The private seller must first sign the firearm over into the inventory of a licensed dealer. The dealer then conducts the background check. For a \$5 fee, FDLE checks the potential purchaser's name in a database that tracks nationwide criminal records, lists of people declared "mentally defective" in court and individuals subject to domestic violence restraining orders. If the buyer is not approved, the dealer must also perform a background check on the seller before returning the gun. If the seller is not approved, the dealer takes control of the weapon.

If the County were to enact an ordinance requiring a criminal history records check and a three to five-day waiting period in connection with the sale of any firearm occurring within the County on property to which the public has the right of access, it would need to be enforced by the Leon County Sheriff's Office (LCSO). To enforce this ordinance, the County would need the LCSO to have an officer or officers present at all gun shows held in Leon County. Their role would be to conduct regular checks on private sellers to verify they are complying with the ordinance, conduct regular inquiries of the FFL dealers to inquire if private sellers are in fact turning over firearms for them to have FDLE run background checks, and possibly to conduct undercover operations to buy from individuals to make sure they are in compliance. The LCSO would make arrests and/or issue Notice to Appear (NTAs) for those individuals not in compliance.

The County Attorney's Office has been in contact with the Sheriff's Office and, while the Sheriff wants to assist the Board in any effort, they do not have the manpower to devote to such an endeavor. It is the Sheriff's position that, in order to do a good job, the deputy should work in this specialized area most of the time in order to be familiar with the people who run the gun shows, etc. This would mean that the Sheriff's Office would have to pull a deputy from their regular duties and they assert they are currently under staffed as it is.

In conclusion, the County has the authority to enact an ordinance that would require a criminal history records check and a three to five-day waiting period for the purchase of firearms conducted on property to which the public has the right of access. At this time, the Sheriff's Office is without funding for a new position and does not have a position that could be reassigned to the enforcement of this proposed ordinance.

**Options:**

1. Accept the status report regarding firearm regulations and gun shows.
2. Do not accept the status report regarding firearm regulations and gun shows and direct the County Attorney's Office further.
3. Board direction.

**Recommendation:**

Option #1.


**Leon County  
Board of County Commissioners  
Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #15

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of the Leon County Board of County Commissioners' 2013 Reorganization Ceremony Agenda and Adoption of Proposed Revised Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners"

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Jon D. Brown, Director, Community and Media Relations

**Fiscal Impact:**

This item has a nominal fiscal impact and funds are available in the FY13/14 budget.

**Staff Recommendation:**

- Option #1: Approve the Leon County Board of County Commissioners' 2013 Reorganization Ceremony Agenda.
- Option #2: Adopt proposed revised Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners."

## **Report and Discussion**

### **Background:**

This agenda item requests the Board review and approve the agenda for the Leon County Board of County Commissioners' 2013 Reorganization Ceremony scheduled for Tuesday, November 19, 2013, in the Leon County Courthouse Commission Chambers (Attachment #1), and adoption of a revised Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners" (Attachment #2).

According to County Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners" (Attachment #2),

"Reorganization of the Board of County Commissioners shall be conducted during the last regularly scheduled Board meeting in November of each year to elect a chairman and vice-chairman."

Hence, the reorganization meeting will be held on Tuesday, November 19, 2013 at 3:00 p.m.

In addition, there is a need to revise Policy No. 98-7 to change the reference of "Public Information Officer" to "Director of Community and Media Relations."

### **Analysis:**

The outgoing Chairman, or his/her designee, is responsible for the coordination of the reorganization ceremony. In recent years, the County Administrator has designated the Director of Community and Media Relations (formerly the Public Information Officer) to coordinate Reorganization Ceremony activities, including the development and distribution of all promotional materials. The Director has developed an agenda, outlining the program activities for participants. Following the ceremony, there will be a small reception in the lobby outside of the Commission Chambers.

The Board's Policy No. 98-7 regarding reorganization references the "Public Information Officer." To update this reference, staff recommends revising Policy No. 98-7 with the following language:

#### **Public Information Office Community and Media Relations**

The ~~Public Information Officer~~ Director of Community and Media Relations shall maintain suggested procedures for such ceremonies and provide counsel to the Chairman/designee in coordinating the inaugural and reorganization ceremonies. In addition, the ~~Public Information Officer~~ Director of Community and Media Relations will ensure required and appropriate protocols and public notice of these ceremonies.



**Options:**

1. Approve the Leon County Board of County Commissioners' 2013 Reorganization Ceremony Agenda.
2. Adopt proposed revised Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners."
3. Do not approve the Leon County Board of County Commissioners' 2013 Reorganization Ceremony Agenda.
4. Do not adopt proposed revised Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners."
5. Board direction.

**Recommendation:**

Option #1 and #2.

**Attachments:**

1. Leon County Board of County Commissioners' 2013 Reorganization Ceremony Agenda
2. Proposed revised Leon County Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners"

VSL/AR/JDB

# Leon County Board of County Commissioners Reorganization Ceremony

Tuesday, November 19, 2013

3:00 p.m.

Commission Chambers

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*Commissioners seated at the dais.*

*Center of Chambers is cleared. Portable lectern with microphone is placed in the center section for swearing-in ceremony.*

1. From the dais, **Chairman Nick Maddox** calls the meeting to order and introduces the individual who will be delivering the opening prayer for the ceremony:
2. **Chairman Maddox** leads the Pledge of Allegiance.
3. **Chairman Maddox** recognizes **Clerk of the Court Bob Inzer** for the Reorganization of the Board ceremony.

*(Chairman passes gavel to Clerk Inzer to preside over the ceremony)*

## **Reorganization Ceremony**

**The Honorable Bob Inzer presiding:**

*(from the portable lectern in the center section of the Chambers; facing chamber audience)*

4. Brings greetings and welcome.
5. Recognizes other elected officials present, as well as former elected officials and current appointed officials that are visiting the Commission Chambers.
6. Introduces current Commissioners present:

**The Honorable Nick Maddox, Chairman**

**The Honorable Kristin Dozier, Vice-Chairman**

**The Honorable Bill Proctor**

**The Honorable Jane G. Sauls**

**The Honorable John E. Dailey**

**The Honorable Bryan Desloge**

**The Honorable Mary Ann Lindley**

7. Recognizes outgoing Chairman, **Nick Maddox**, to make outgoing remarks from the dais.
8. Outgoing Chairman **Nick Maddox** remains on the dais and presents outgoing remarks.
9. **Clerk Inzer** recognizes Vice-Chairman, **Kristin Dozier**, to make a presentation to the outgoing Chairman from the dais.
10. Vice-Chairman **Kristin Dozier** remains on the dais; makes remarks and a presentation to the outgoing Chairman, **Nick Maddox**.
11. From the dais, Commissioners and the County Administrator may take the opportunity to make remarks to the outgoing Chairman.

### **Conducting the Election**

*(Clerk Inzer moves to the stationary Chamber lectern; facing the dais)*

12. **Clerk Inzer** approaches the stationary Chamber lectern (facing the dais) to conduct the election for reorganization of the Board through elections for the 2013-14 Chairman and Vice-Chairman of the Leon County Board of County Commissioners.
  - **Clerk Inzer** calls for nominations for Chairman, second, and the vote.
  - **Clerk Inzer** calls for nominations for Vice-Chairman, second, and the vote.
13. From the stationary Chamber lectern, **Clerk Inzer** requests the new Chairman and his/her witness to approach, with him, the portable lectern (facing chamber audience) to assist in administering the oath of office.
14. **Clerk Inzer** administers the oath of office to the newly-elected Chairman at the portable lectern in the center section of the Chambers. He/she repeats the following:

#### **Oath:**

**“I, (*state your name*), do solemnly swear (or affirm) that I will well and faithfully execute the duties of the office of Chairman of the Leon County Board of County Commissioners to the best of my ability, so help me God.”**

15. Gavel presented to new Chairman.  
*(Commissioner Maddox moves to Vice-Chairman’s seat during applause.)*
16. **New Chairman from Chairman’s seat at dais.**
  - Presents remarks.

*(New Chairman sits in the seat the former Chairman vacated.)*

17. **New Chairman from Chairman's seat at dais.**
  - Introduces individual to deliver the closing prayer and benediction.
18. After the closing benediction, from seat at dais, Chairman announces the following:
  - There will be a small reception in the 5<sup>th</sup> floor reception area.
  - Invites all to reception.
  - Announces the time the Regular Meeting will reconvene; the Board reconvenes at **4:30 P.M.** for the regularly scheduled meeting.
  - Asks for motion to adjourn for reception.

Additionally, Chairman requests that the Board remain in the Chambers for their official photo.

19. Commission and Aides remain in Chambers for official photos.  
Photo Session – Immediately after benediction.
  - **I.** Commission standing in front of dais for formal photo
  - **II.** Commission standing in front of dais for holiday photo
  - **III.** Commission seated at dais
  - **IV.** Commission seated at dais with the Commission Aides standing behind each Commissioner
20. Board reconvenes at **4:30 P.M.** for the regularly scheduled meeting.

## **Board of County Commissioners Leon County, Florida**

### **Policy No. 98-7**

Title: Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners

Date Adopted: ~~October 27, 2009~~ October 29, 2013

Effective Date: ~~October 27, 2009~~ October 29, 2013

Reference: Ch. 100.041, F.S.; Article II, Sec. 5, Florida Constitution

Policy Superseded: Policy 96-10, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted 6/11/96; Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted October 13, 1998; Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted October 10, 2006; Policy No. 98-7, "Reorganization of the Board of County Commissioners and Installation of Newly Elected Commissioners," adopted October 27, 2009

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 98-7, "Reorganization of the Board of County Commissioners," adopted by the Board of County Commissioners on ~~October 10, 2006~~ October 27, 2009, is hereby repealed and superseded, and a revised policy is hereby adopted in its place, to wit:

#### *Reorganization of the Board of County Commissioners*

Reorganization of the Board of County Commissioners shall be conducted during the last regularly scheduled Board meeting in November of each year to elect a chairman and vice-chairman. However, during years when newly elected commissioners are installed, the reorganization of the board shall occur on the second Tuesday following the general election.

The reorganization shall be coordinated by the outgoing chairman and/or his or her designee. The outgoing chairman shall give a state-of-the-county address prior to turning the gavel over to the Chief Judge, Clerk of Court for the Second Judicial Circuit, or other official selected by the outgoing chairman, to preside over the election of the chairman and vice chairman. Following the election, the presiding official shall administer the following oath to the incoming chairman:

*I, (name), do solemnly swear (or affirm) that I will well and faithfully execute the duties of the office of Chairman of the Leon County Board of County Commissioners to the best of my ability, so help me God."*

Acceptance remarks by the newly sworn chairman, and recognitions, may be made prior to proceeding with the conduct of the regularly scheduled business of the Board.

**Reorganization of the Board of County Commissioners  
and Installation of Newly Elected Commissioners  
Policy No. 98-7**

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*Installation of Newly Elected Commissioners*

In accordance with Ch. 100.041, F.S., newly elected County Commissioners shall be installed the second Tuesday following the general election. Such installation shall take place during a specially called meeting of the Board for the sole purpose of swearing in the newly elected commissioners.

The installation of newly elected County Commissioners, and the coordination of a swearing-in ceremony, shall be the responsibility of the Chairman of the Board and/or his or her designee. The Chief Judge and/or the Clerk of Court for the Second Judicial Circuit may be invited to preside over the ceremony and to administer the oath of office as prescribed in the Constitution of the State of Florida, Article II, Section 5, "Public Officers". The oath prescribed is as follows:

*I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of County Commissioner on which I am now about to enter, so help me God.*

~~Public Information Officer~~ Community and Media Relations

The ~~Public Information Officer~~ Director of Community and Media Relations shall maintain suggested procedures for such ceremonies and provide counsel to the Chairman/designee in coordinating the inaugural and reorganization ceremonies. In addition, the ~~Public Information Officer~~ Director of Community and Media Relations will ensure required and appropriate protocols and public notice of these ceremonies.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #16

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Public/Private Partnership with Domi Education Inc. to Operate an Urban Business Incubator Program at the Old Elections Warehouse and Approval of Resolution of Intent to Lease Space to Domi Education Inc.

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/Project Team:</b>	Ken Morris, Director of Economic Development and Business Partnerships Josh Pascua, Management Analyst

### **Fiscal Impact:**

The Board previously dedicated up to \$250,000 for the renovation of the old elections warehouse into an urban business incubator as part of the FY 14 budget. Staff initially recommended a mixed-use community incubator model with a recurring annual operating cost estimated to be \$200,000 and sought financial and programmatic support from partner organizations. The recommendations provided herein are for a public/private partnership with Domi Education Inc. and do not have a fiscal impact to the County. Under the proposed partnership, Domi would pay the County an at-cost lease, or approximately \$3,850 annually, for the warehouse in return for a comprehensive technology driven business incubator program and services. Further, the Economic Development Council will provide training opportunities and help acclimate early-stage startups and entrepreneurs to the local business community at no additional cost to the County. The County would continue to proceed with its plans to utilize the \$250,000 allocated in the FY 14 budget for improvements to the warehouse.



Title: Approval of a Public/Private Partnership with Domi Education Inc. to Operate an Urban Business Incubator Program at the Old Elections Warehouse and Approval of Resolution of Intent to Lease Space to Domi Education Inc.

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**Staff Recommendations:**

- Option #1: Determine the proposed draft lease for Domi Education Inc. meets the Section 125.38 Florida Statutes Exemption and therefore does not require competitive bidding, by finding that:
- a. Domi Education Inc. is a nonprofit organization, which is organized for the purposes of promoting community interest and welfare;
  - b. The proposed use of the leased space by Domi Education Inc. is for a public or community interest and welfare;
  - c. The proposed space to be leased to Domi Education Inc. is required for the proposed use; and
  - d. The proposed space to be leased to Domi Education Inc. is not needed for any County purpose during the proposed lease term.
- Option #2: Approve the Resolution of Intent to Lease Space to Domi Education Inc., and authorize the Chairman to execute (Attachment #1).
- Option #3: Approve the public/private partnership with Domi Education Inc. to operate an urban business incubator program at the old elections warehouse and authorize the County Administrator, in a form to be approved by the County Attorney, to finalize and execute the terms of the Draft Lease Agreement (Attachment #2).
- Option #4: Direct staff to modify the FY 14 Agreement with the Economic Development Council to include the entrepreneurial support services contained herein, at no additional cost, in partnership with Domi Education Inc.

## **Report and Discussion**

### **Background:**

During the FY 14 Budget Workshop on July 8, 2013, staff presented a budget discussion item detailing the County's recent efforts to promote commercialization and technology transfer through stakeholder forums, the expansion of entrepreneur month activities for November 2013, and the Board's interest in converting the old elections warehouse on Railroad Avenue into an urban incubator (Attachment #3). The budget discussion item included an analysis on the findings of an incubator workgroup, comprised of local entrepreneurs and economic development partners, and a literature review conducted by staff on incubator models and services. The Board approved the staff recommendations to dedicate \$250,000 in the FY 14 budget for capital improvements to convert the warehouse into an urban incubator, finalize the mixed-use community incubator structure by securing formal commitments from partner organizations by the October 29<sup>th</sup> Commission meeting, and to continue engaging qualified private sector interests to evaluate alternative incubator management proposals.

Based on the Board's direction at the July 8<sup>th</sup> Budget Workshop, staff continued working with its local public and private partners to better define the roles and responsibilities of a mixed-use community incubator while also engaging private sector organizations that had expressed an interest in operating the incubator. Staff met with representatives of the Economic Development Council (EDC), Florida A&M University, the Small Business Development Center at FAMU, Florida State University, Innovation Park, City of Tallahassee, and Tallahassee Community College. In addition, the County Administrator organized a three-day – five-city incubator tour to further explore incubator models around the state.

In the July 8<sup>th</sup> budget discussion item, staff reiterated the recommendation to explore a mixed-used community incubator program “barring a strong proposal from the private sector” and its concerns for the annual operating costs associated with the incubator management and programming. The Board dedicated up to \$250,000 for the renovation of the old elections warehouse into an urban incubator but an ongoing funding commitment would be needed to operate the community incubator model by FY 15. The annual operating costs for this model is estimated to be \$200,000 should the universities provide most of the business training service needs. Both universities would be needed for the delivery of the vast array of services and expertise associated with a mixed-use community incubator. The ongoing discussions with local partners following the July 8<sup>th</sup> Budget Workshop did not alleviate the financial and programmatic concerns associated with operating a community mixed-use incubator.

Fortunately, an opportunity has presented itself to partner with the private sector at no cost to the County beyond the initial capital improvements already budgeted by the Board. The remainder of this analysis details staff's findings throughout this process, recommendations to address short and long-term business incubation service needs in the community, and a recommendation to partner with Domi Education Inc. to operate a business incubator at the old elections warehouse on Railroad Avenue.

**Analysis:**

A centralized urban incubator that offers an array of business training services and opportunities for local startup businesses without regard to institutional or organizational roots has long been a missing piece to the local startup ecosystem. Through the Board's Strategic Initiative process, staff engaged numerous stakeholders to identify the needs of the community and established an incubator workgroup to offer specific guidance on the conversion of the old elections warehouse into a business incubator. Further, staff conducted a literature review and analysis provided in the July 8<sup>th</sup> budget discussion item and set out on a tour of Florida business incubators following the Board's FY 14 Budget Workshop. The findings from the incubator tour are included in this analysis to illustrate the progress of other Florida communities and to demonstrate the short and long-term recommendations herein for business incubation services.

**Tour of Florida Business Incubators**

On August 21, 2013, the County Administrator led a three day – five-city business incubator tour to further explore incubator models around the state. Joining the County Administrator on the tour were:

- Alan Rosenzweig, Deputy County Administrator
- Ken Morris, Director of Economic Development and Business Partnerships
- Ben Pingree, Vice President of Business Retention/Expansion & Public Policy for the EDC

Staff intentionally selected five incubators that are very different in size, scope, model, and programming. The five sites visited on the tour were:

- The Florida Innovation Hub at the University of Florida in Gainesville
- The University of Central Florida's Business Incubator in Winter Springs
- The HuB in Sarasota
- FirstWaVE Venture Center in Tampa
- The SMARTstart Incubator in Pasco County (Dade City)

***The Florida Innovation Hub at UF***

The Florida Innovation Hub at the University of Florida (Innovation Hub at UF) is the result of an \$8.2 million federal grant from the Department of Commerce's Economic Development Administration and an additional \$5 million in funding from UF to incubate science and technology-based startup companies. Opened in October 2011 and situated between the UF campus and downtown Gainesville, this incubator is expected to lead to the creation of new high skill and high wage jobs that are vital to the prosperity of the Alachua County region. The Innovation Hub at UF is credited for creating 250 jobs and attracting more than \$10 million in private investment within its first 20 months of operation. This three-story, 48,000 square-foot incubator enables tenant-companies to devote their limited initial resources to the advancement of their technology and market strategies rather than traditional business operations by providing office space, 22 laboratories, conference rooms and other resources to improve the likelihood of success. The Innovation Hub at UF has some in-house amenities on the second and third floors such as private sector service providers in accounting, law, and venture capital finance which all provide a minimum number of pro bono hours to incubator tenants.

The Innovation Hub at UF is managed by the UF Office of Research and is one of the only incubators in the nation to house a leading university's technology-transfer office along with service providers, and other partner organizations such as the UF Tech Connection Program and the Florida Institute for the Commercialization of Public Research, each of which nurture high-tech companies. The success of the Innovation Hub at UF has attracted venture capitalists from across the country that seek access to resident entrepreneurs. There are a variety of sponsorship levels for interested venture capital groups including office space, recognition on a wall of sponsors, and access to organized social activities.

In its first year after opening, 25 companies were tenants of the Innovation Hub at UF, some of which have already graduated and moved into office space throughout Gainesville. This success has catalyzed the creation of a new 40-acre major development project, Innovation Square. Innovation Square seeks to foster collaboration among the university and high-tech businesses in downtown Gainesville. A live-work-play research community, Innovation Square has all the elements needed to empower companies and entrepreneurs to create, develop, and commercialize discoveries. It integrates business, science, and academia with residential amenities for a holistic lifestyle. At Innovation Square, amenities such as housing, retail, schools, and recreation all center on research facilities, providing everything residents need within an easy walking or biking distance.

The success of the Innovation Hub at UF is also catalyzing the development of other major buildings in Innovation Square, such as the Infusion Technology Center and INSPIREation Hall. The eight-story, 120,000 square foot Infusion Technology Center will act as a second-stage incubator to the Innovation Hub at UF by providing space for research, product development, and offices for companies that need larger spaces (2,000 to 10,000 square feet) to continue to grow. The \$35 million Infusion Technology Center will include lab space, office space, retail, and a direct pedestrian bridge connection to Innovation Hub at UF. In 2014, construction will begin on a 185-bed residence dormitory called INSPIREation Hall, designed to be an "entrepreneurial incubator" for undergraduates that would like to start their own businesses. The INSPIREation Hall will be the first housing development in the U.S. to be designed from the ground up as an entrepreneurial incubator.

Gayle Dykeman, who manages the Innovation Hub at UF and served as the tour guide for staff, emphasized the importance of culture and connectivity within the incubator from the organized social activities to the design of the building which leads to unplanned 'collisions.' These collisions are a central theme to the numerous common areas throughout the building to encourage interaction among incubator members, partner organizations, faculty and staff, etc. These examples of collision reinforced the County's vision for retrofitting the warehouse into a bustling urban incubator offering business services and activities geared toward entrepreneurs.

### *UCF Winter Springs*

Founded in 1999, the University of Central Florida's (UCF) Business Incubation Program has helped more than 130 emerging companies create over \$500 million in annual revenue and more than 1,600 new jobs with an average salary of \$59,000. The UCF Business Incubation Program's mission statement calls for the program to be, "A University-driven community partnership..." which has led UCF to essentially 'franchise' its incubator program and services throughout the greater Orlando metropolitan area to now include nine locations. Staff visited the UCF Incubator in Winter Springs (UCF Winter Springs) which is collocated with the local chamber of commerce in the suburb community of neighboring Seminole County approximately 13 miles north of the main campus. UCF Winter Springs opened in 2008 and features 10,800 square feet of space for its incubator program, just slightly larger than the 7,700 square feet of available space at the old elections warehouse.

Similar to the other 'franchised' locations in the Orlando area, UCF Winter Springs is financially supported by the host local governments but is programed, managed, and governed by UCF through its research foundation. Seminole County and City of Winter Springs invest a combined \$315,000 annually to UCF Winter Springs which operates as a mixed-use incubator that caters mostly to non-students. To mitigate the facility costs, clients are charged market rates for the traditional office space within the incubator. In turn, incubator clients are provided an array of business development services and resources orchestrated by UCF personnel. Graduation from the program is typically a three year process but varies based on client needs.

The UCF Winter Springs Incubator is much like the mixed-use community model proposed by staff in the July 8<sup>th</sup> budget discussion item except for the role of the local universities. In the model proposed by staff, the universities would provide the labor and expertise of its faculty but the incubator program itself would be managed by a third party organization selected by the County. This was due to a lack of interest by the universities to take the old warehouse and develop their own incubator program.

Despite a successful track record since the founding of the UCF Business Incubation Program in 1999, university officials shared their concerns with staff about the lack of venture capital in the greater Orlando market. In addition to trying to recruit venture capital firms to Orlando, UCF has marketed their incubator clients through a variety of promotional events and activities to attract investment but claims to have lost (gone out of business) great startup companies due to a lack of readily available funding.

### *The HuB in Sarasota*

The HuB in Sarasota (HuB Sarasota) was created in 2009 by Rich Swier, an entrepreneur with 20 years of experience in startup software companies. One of the distinguishing factors of the HuB Sarasota from the other incubators on the tour is that it does not receive any public funds. HuB Sarasota is a four-story building located just outside of downtown Sarasota but incubator members only inhabit two of the floors at this time, or approximately 10,000 square feet. HuB Sarasota specifically caters to artistic and creative types, many of whom are drawn from the nearby Ringling College of Art and Design. The HuB Sarasota is credited with having supported over 200 entrepreneurs and launching 20 startup businesses.

Mr. Swier gave staff a tour of the incubator facility and was very candid in responding to staff questions about the all-private model. Very small office spaces are offered at market rates but there is an abundance of co-working spaces and social events designed to attract interest to the incubator and its members. There is no formal training program, specific services, or anticipated graduation time for incubator members. As long as startup companies are in the technology, artistic, or creative realms, they are only required to pay rent on time each month. This is commonly referred to as the 'real estate model' whereby the membership fees are essentially designed to cover the real estate costs rather than subsidize programs and training. This also gives Mr. Swier the opportunity to seek an equity investment in select startup companies which naturally receive greater attention.

Of the five incubators visited by staff, the HuB Sarasota best exemplified the desired culture of an incubator facility with such a large portion of the space dedicated to co-working areas and social activities, displays of local art, and a full video production studio. The offices available for rent are approximately 10 feet by 10 feet, enhancing interaction by encouraging entrepreneurs to work in the common areas. The real estate model is often not palatable for incubators affiliated with local governments as it is void of programmatic goals and progression to ensure additional startup companies an entrance opportunity.

#### *FirstWaVE Venture Center in Tampa*

Tampa Bay WaVE started as a monthly meet-up group in 2008 for CEOs and founders of local web and mobile tech startups. By 2011 Tampa Bay WaVE formally incorporated as a non-profit and boasted over 80 members from the local business and technology communities. In 2012, Tampa Bay WaVE partnered with the University of South Florida to apply for a \$1 million i6 grant through the U.S. Department of Commerce's Economic Development Administration to create the FirstWaVE Venture Center in downtown Tampa. More than \$1 million in matching funds, comprised of cash and in-kind contributions, were raised through a combination of 40 strategic public and private partners. The FirstWaVE Venture Center was awarded the \$1 million i6 grant and partially opened a 16,000 square foot facility on March 15, 2013. Half of the space is devoted to startup companies and the other half is devoted to hosting events and co-working activities. Once the incubator is fully built out, it will accommodate 20 startup companies.

The First WaVE Venture Center is managed by the non-profit Tampa Bay WaVE and must meet stringent goals and reporting requirements for the first two years of the federal grant. The First WaVE Venture Center has also partnered with the Florida Next Foundation to host numerous events and functions at the incubator to stimulate the entrepreneurial environment. A small in-house staff is employed at First WaVE which offers, directly and indirectly, a variety of programming in an a la carte fashion by charging separately for space and training needs. The financial sustainability of this model is uncertain given that the facility, program, and operating costs of the incubator program are reliant on such a large federal grant and matching donations. Unlike the community model presented by staff in the July 8<sup>th</sup> budget discussion item which could employ a non-profit as the management entity for the incubator program, the First WaVE is managed by a non-profit without the security of a long-term funding commitment.

### *The SMARTstart Incubator in Pasco County*

Through the background research compiled for the incubator workgroup and conducting the literature review in preparation for the July 8<sup>th</sup> budget discussion item, staff came across the efforts of the Pasco Economic Development Council (Pasco EDC) to establish the first business incubator in Pasco County. Pasco County has a population of 470,000, is often considered a bedroom community of Tampa, and lacks the presence of a major state university but it is home to nearly 15,000 St. Leo University students. Officials with the Pasco EDC decided to create the County's first incubator within minutes of St. Leo University in Dade City. Incubator network partners include St. Leo University, the Pasco Enterprise Network, the Greater Dade City Chamber of Commerce, and the University of South Florida in Tampa which offered technology transfer assistance and training. Staff selected the SMARTstart incubator as part of the tour given that it was still in the development phase and would share similar governance and financial traits as the initially proposed mixed-use community model.

SMARTstart was about two weeks away from opening when staff met with Pasco EDC officials to discuss their incubator program, funding sources, partnerships, and early challenges. Dade City, the incubator host, matched the Pasco EDC's commitment of \$50,000 for the first year of operation. Pasco County made a two year commitment of \$100,000 with hopes of seeing the incubator program spread to other jurisdictions throughout the County. The SMARTstart Incubator is located in the Dade City Business Center with 2,500 square feet of office space to serve up to five startups at below-market rates. The Pasco EDC plans to soon make available the use of light manufacturing and warehouse space.

The Pasco EDC hired a Business Incubator Program Manager to market the SMARTstart Incubator, recruit tenants, and develop the curricula to grow and expand startup businesses. An advisory council of financial stakeholders and industry partners will evaluate incubator applications to determine entrance into the program. Most of the business training services would be derived from private sector volunteers, university personnel, and partner organizations similar to the community model proposed by staff. Standard incubator services, benchmarks, and graduation terms had been developed for the SMARTstart program.

### *Incubator Tour Conclusions*

These site visits provided further evidence that Leon County can no longer wait for the perfect formula of finances, space, partner commitments, etc. in order to proceed with establishing a business incubator. It may be too soon to adequately evaluate the new incubator programs in Tampa and Pasco County but it was clear that Leon County is well behind all five of these communities when it comes to business incubator services for startup companies. Each of the remaining three business incubators had unique and enviable characteristics observed by staff.

The sheer size and scale of the 48,000 square-foot Innovation Hub at UF providing a variety of office spaces, conference rooms, and laboratories would impress any observer. More importantly, the hosting of all vital university offices, resources, and partner organizations under one roof is what has helped make for such an effective incubator program. This consolidation of university and partner resources has not only attracted investment and participation from venture capital firms, but it has spun off a seismic 40-acre development to meet the growing entrepreneurial culture shift taking place in the small section of Gainesville between downtown and the UF campus.

The UCF Business Incubation Program is unique in that it takes the lead role in managing a mixed-use community model in cities and suburbs away from the main campus. As part of its mission to be, “A University-driven community partnership...” these UCF incubators cater to non-students throughout Central Florida with some financial support from host cities and counties. UCF’s engagement and acknowledgement of its role in its local economy has been a central theme for the incubator program since 1999. Leon County, the City of Tallahassee, and Tallahassee Community College have been fortunate in recent years to experience a cultural shift at both Florida State University and Florida A&M University recognizing the importance of collaboration and community partnerships. In fact, FSU President Eric Barron recently published a prospectus in September 2013 entitled; “A Comprehensive Plan for Job Creation and Student Career Success,” which is a seven-point comprehensive plan that emphasizes FSU’s increased engagement in local economic development issues including opportunities for business incubators (Attachment #4).

The HuB Sarasota was an impressive small to mid-size facility that did not receive any public funding but also lacked adequate programming to ensure that entrepreneurs were progressing through the early stages of development. The HuB Sarasota embraced artistic and creative culture through its membership, local art displays, video production studio, and various social events. In time, Leon County may have some privately run (no public funds) incubators for startups to choose from but the size and scope of such an operation is unlikely to satisfy the full range of needs of the local entrepreneurial community.

The three day – five city incubator tour provided great perspective on the current service gaps in our startup ecosystem, along with the short-term needs and the long-term goals for economic vitality. Given the size of our local universities and student population, the diversity of educational offerings and specialties, the recognition of FSU as a ‘preeminent university’ and its efforts to become a top 25 public university, it is clear that our long-term economic goals should include a business incubator program on par with the Innovation Hub at UF. College Town and the Madison Mile have reinvigorated and bridged residential development with an entertainment district between the campus and downtown much like how the Innovation Hub at UF, Innovation Square, the Infusion Technology Center, and INSPIREation Hall will do in Gainesville. These Gainesville redevelopment projects focusing on business incubation and entrepreneurs will be more economically sustainable over time than the projects currently taking place along Gaines Street so it is important to infuse this area with additional entrepreneurial opportunities.

A project of this size obviously requires a significant amount of financial resources. UF was successful in securing an \$8.2 million federal grant and contributed an additional \$5 million to construct the Innovation Hub. Aside from the current fundraising efforts of both FSU and FAMU, both universities are participating on the Imagine Tallahassee Steering Committee which will provide guidance to the Sales Tax Committee in December on how to invest the economic development portion of the sales tax. The dedication of long-term financial support for business incubator(s) and the entrepreneurial ecosystem through the sales tax would set our community apart from the rest of the state.



There may be an opportunity to replicate the Innovation Hub at UF without constructing a new building. During the tour in Gainesville, staff noted several similarities between the Innovation Hub at UF and the former Mary Brogan Museum. Both buildings share physical attributes such as oversized elevators for specialized equipment and/or art pieces, both have multiple 'collision points' to enhance interaction, and both are in proximate locations to downtown, university campuses, and residential housing. The ongoing Imagine Tallahassee initiative, as part of the sales tax extension, may be the perfect opportunity for TCC, FAMU, and FSU to explore utilizing the former Mary Brogan Museum space as a business incubator to meet the long-term community and universities' needs.

#### Urban Incubator on Railroad Avenue

To fill the immediate need, the County has a flexible space in an ideal location on Railroad Avenue that would attract tenants to an incubator program. The Board has dedicated up to \$250,000 for the renovation of the old elections warehouse into an urban incubator but a significant annual funding commitment would be needed to operate the community incubator model. Under this model, staff estimates an ongoing operating cost of approximately \$200,000 should the universities provide most of the business training service needs. All of the partner organizations engaged during this process have expressed their support of the County's efforts. Some were more forthcoming about their ability to provide training services while other organizations were not prepared to make commitments for a program scheduled to begin in FY 15.

These ongoing discussions did not alleviate the financial and programmatic concerns associated with operating a community mixed-use incubator. Fortunately, an opportunity has presented itself to partner with the private sector at no cost to the County beyond the initial capital improvements already budgeted by the Board. Given the County's financial constraints, the uncertainty of the role of partner organizations, and the inability to delay action until the renewal of the sales tax due to immediate incubator needs, staff recommends that the Board partner with Domi Education Inc. to operate a business incubator at the old elections warehouse on Railroad Avenue.

#### *Domi Ventures*

Staff was referred to Mr. John Vecchio in early June of 2013 through The Jim Moran Institute at FSU to provide a tour of the old elections warehouse and to discuss the County's plans for the proposed urban incubator. Mr. Vecchio is an alumnus of FSU and a serial entrepreneur with 29 years of experience in the software industry. He has co-founded three software companies and has risen over \$50M in venture capital. Mr. Vecchio is a Venture Partner at Mosley Ventures, a nationally recognized investment fund based out of Atlanta known for practicing a high-touch discipline to develop entrepreneurs. This high-touch reputation is often a result of having a significant presence in a university community. Led by Sig Mosley, who is considered to be the "godfather of Atlanta angel investing," Mosley Ventures is a \$25 million fund focusing on seed-and-early stage companies in the mobility, big data, green-tech, Internet security, and consumer Internet spaces.

During his visit to Tallahassee, Mr. Vecchio was encouraged by all of the activity along Gaines Street and began inquiring about local business incubators and startup technology companies. Upon referral from The Jim Moran Institute, County staff gave Mr. Vecchio a tour of the old elections warehouse, explained the County's interest in opening an urban incubator, and outlined the ongoing efforts to build up the local entrepreneurial ecosystem. Throughout the summer, staff regularly communicated with Mr. Vecchio who made several trips back to Tallahassee to further explore the area. By the end of July 2013, Mr. Vecchio indicated a serious interest in establishing a presence in Tallahassee, on behalf of Mosley Ventures, and operating out of the old elections warehouse. Shortly thereafter, Mr. Vecchio identified three local partners to properly facilitate an incubator program in Tallahassee by creating Domi Ventures LLC and Domi Education Inc. Domi Ventures LLC is the private, for-profit arm of this partnership while Domi Education Inc. is the not-for-profit arm focused on cultivating entrepreneurs and the startup ecosystem.

Like Mosley Ventures of Atlanta which has a foothold on the Georgia Tech University entrepreneurial community, Domi Ventures partnered with Mosley to do the same for FSU and FAMU which it considers an underserved market for early-stage funding opportunities, a sentiment echoed by both universities and the incubator workgroup. Without a dedicated facility to operate from, Domi quickly began organizing meet-up events to introduce themselves and engage the local startup scene. The three local Domi partners seeking to further develop the entrepreneurial ecosystem include (Attachment #5):

- David Lawson: Software and data entrepreneur with over 25 years of experience
- Jake Kiker: AV-rated Preeminent Shareholder Attorney at Williams Gautier and former adjunct faculty member at FSU
- Micah Widen: Social entrepreneur, real estate developer, and asset manager.

Domi Education Inc. is seeking a public/private partnership with the County to lease the old elections warehouse for the operation of a business incubator. Flexible co-working space would be provided to early-stage entrepreneurs in the technology field to curate their startup ideas, nurture support networks, and ignite the ecosystem for technology startups. Domi will work with companies to develop their concept, business model, technology, staffing model, investor pitch, organizational structure, sales strategy, and transition to the marketplace. Similar to the County's initial plans for a community incubator, Domi would leverage the available educational and training resources offered by the local economic development organizations and institutions of higher learning. In addition, an ongoing learning environment would be emphasized by offering a series of workshops, guest lecturers, events, and competitions through the business incubator.

County staff met with Domi representatives to discuss the potential of a public/private partnership to provide business incubation services at the old elections warehouse. The goals of both parties were made very clear. Domi sought below-market space in a centrally located area to house a traditional business incubator, provide mentoring to startup businesses, offer workshops and activities that cater to entrepreneurs, and help attract financial capital for viable businesses. Staff was willing to concede a below-market, or at-cost lease, in exchange for a multitude of services that not only benefit the Domi incubator tenants but extend beyond the incubator to the community at-large.

In turn, both parties agreed to some general terms regarding a public/private partnership to convert the old elections warehouse into an urban incubator, the needed community collaboration efforts with partner organizations, reporting requirements, and the overall benefits to the community. These terms can be found in the draft lease agreement, as prepared by the County Attorney's Office, for the use of the old warehouse as an urban business incubator. Provided below is a summary of the agreed upon terms:

1. Use of the County Warehouse Facility

- a. Five year lease to be provided at cost with a three year option at a renegotiated rate.
- b. The County would continue to proceed with its plans to utilize up to \$250,000 in improvements to the warehouse in consultation with Domi.
- c. Domi would have exclusive use of the eight parking spaces adjacent to the warehouse. All other parking spaces at the Leon County Amtrak Complex will be first come first served.
- d. The County Seal would be prominently displayed on the interior and exterior of the building to signify its role in this public/private partnership.
- e. The County may operate a community garden through its volunteer program directly behind the warehouse.

2. Incubator Program and Community Collaboration

- a. Domi would have full discretion with regard to all matters relating to incubator members including the selection of, investment in, and the graduation/removal of members.
- b. Domi would provide its members comprehensive incubator services including access to mentors, a continual learning environment through workshops and guest speakers, and guidance on product development to help secure private investment.
- c. Domi would utilize, coordinate, and partner with local economic development support organizations and institutions of higher learning including, but not limited to, the EDC, the FAMU Small Business Development Center, Innovation Park, Florida State University, Florida A&M University, Tallahassee Community College, and The Jim Moran Institute to fulfill its programming and community collaboration requirements.
- d. Domi would partner with the County and EDC to host two 'open house' events each year at the incubator to feature its members, their startup businesses, and the incubator partners.
- e. Domi would partner with the EDC to host and coordinate two private social activities on-site each year to help immerse the incubator members with local business leaders.
- f. Domi would partner with the EDC to offer, at minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with the Domi incubator program. Said training would be coordinated by the EDC in conjunction with Domi and may take place on-site or off-site.

- g. Domi would take the lead in developing two signature events each year (one in November as part of eMonth), with the County serving as a co-host, that are designed to attract, develop, and showcase the local technology workforce and community (i.e. Startup Weekend, Codefest, Hackathon, etc.). Said events should attract a diversity of participants that also help bridge both town and gown technology communities.
- h. With the support and assistance from the County and local economic development organizations, Domi would make all reasonable efforts to encourage successful startup businesses to grow their business in Leon County.

### 3. Reporting Requirements

- a. The County may require up to three oral reports/presentations each year to be delivered to the Board of County Commissioners and/or the EDC.
- b. A representative from Domi shall meet with the County's Economic Development Director once each quarter to discuss the progress of the incubator program, programming and space needs, event coordination, and other related matters.
- c. The County would require one written report annually, providing a summation of the incubator activities, programs, members, and businesses over the course of the County fiscal year to include the following information:
  - i. A profile of all incubator members that resided at the incubator during the fiscal year and a brief synopsis of their startup business.
    - 1. This would include a status report of members from prior years that received investments or had successfully moved beyond the incubator, or 'graduated,' from the incubator program, to the extent that such information is reasonably available.
    - 2. A brief explanation of successful members that relocated to another market, the reasons for their relocation, and the efforts made to retain those entrepreneurs, to the extent that such information is reasonably available.
    - 3. Beginning with the submission of the annual report on November 1, 2017, Domi shall include and track the number of jobs created by incubator members within the Tallahassee MSA. Where possible, this should include data on the businesses' valuation and median salary information.
  - ii. The cumulative amount of capital invested in incubator businesses including a listing of the funding sources and the total amount of funds secured from outside the Tallahassee MSA.
    - 1. Domi will not be required to disclose the specific amount of funds invested by each funding sources unless there happens to be a singular investor.
    - 2. Domi will not be required to disclose the names of individual investors or their specific amount of investment.
    - 3. Domi will not be required to disclose the amount of funds invested in to individual members.
  - iii. A summary of the membership levels and price structure.

- iv. A summary of the community and public events hosted, or participated in, by Domi including the purpose of the event, the number of participants, and other pertinent information.
- v. Prospective community and public events planned for the next fiscal year.
- vi. Recognition of community partners that supported (in-kind & financial) the incubator program and its members.

Staff gave careful consideration for its recommendation to abandon the mixed-use community incubator model, as there are inherent advantages and disadvantages with the proposed public/private partnership. The community incubator model would have been general purpose in nature providing an equal opportunity for startups and entrepreneurs from a variety of fields. As previously stated, this requires an abundance of resources to address the variety of tenant needs. On the other hand, Domi is specifically focused on incubating technology startups. While this public/private partnership would narrow the potential beneficiaries of the business incubator program to a specific field, the real limitation is set forth by the number of entrepreneurs that can locate or convene in the available space. Regardless of the focus of the program, only 7,700 square feet of space exists for startup businesses at the old warehouse so it is important to understand that no incubator model will meet all of the market needs from this single location (this reinforces the importance and urgency for a large-scale business incubator through the Imagine Tallahassee process). By entering into the proposed public/private partnership, the County's relationship with Domi will provide local entrepreneurs immediate access to a fully functional business incubator with the means to secure financial capital. Domi is confident that it can fill the warehouse and still offer support services to entrepreneurs that locate elsewhere in the community.

The proposed lease with Domi Education Inc. would be at-cost, or approximately \$3,850 per year, to cover insurance and common area maintenance. Domi would be responsible for all other costs (utilities, cleaning, security, etc.). Staff had anticipated the community model costing approximately \$200,000 annually assuming the universities could provide labor. Instead, the County would essentially procure at no cost many of the community collaboration support services desired by the incubator workgroup and local entrepreneurs such as continual learning opportunities, a place to regularly feature startup business through 'open houses' and social activities, large-scale events designed to showcase local startups, and training opportunities for entrepreneurs whom are not necessarily affiliated with the incubator program.

The entrepreneurs located at the incubator will receive all of the desired training and mentorship assistance previously sought with the community model including the development of their product concepts, business models, technology, staffing models, investor pitches, organizational structures, and sales strategies. Domi plans to charge membership rates to supplement its programming costs and has provided the County a breakdown of its membership fees (Attachment #6).

To fully engage the entrepreneurs that would be located in the urban incubator, particularly the student population that often leave town upon graduation, the EDC will partner with Domi on a number of events and training sessions to acclimate these startup businesses with the rest of the local business community. Active private sector engagement is critical to remain relevant in the business community and to develop local investment capital for entrepreneurial growth. The role of the EDC is included in the proposed lease and would be ratified in the renewal of the County's contract with the EDC later this year, at no additional cost, should the Board adopt the staff recommendations.

A clear benefit of a public/private partnership with Domi is the access to capital that has been lacking in the local startup ecosystem. The July 8<sup>th</sup> budget discussion item included the following diagram which illustrates the critical components for a successful startup ecosystem to cultivate an entrepreneurial community through local job creation efforts. At that time, staff suggested that the local ecosystem was ripe with three of these six components (Talent Feeder System, Business Training Services & Education, Private Sector Volunteers, and Mentors, & Professional Services) with the County proposing to offer two more components (Incubator & Accelerator Facility and Community Collaboration & Culture). The remaining component is the availability of funding which can be difficult to achieve in a community incubator. To indirectly enhance the availability of funding, the goal was to cultivate the entrepreneurs, help with product development, use the incubator as a platform to garner attention, and guide the entrepreneurs in their preparation to pitch to investors. The County's contribution of the warehouse at-cost, combined with Domi's development services, access to funding, and the provision of community collaboration and culture, fulfill the six critical components for a successful startup ecosystem and are a determining factor in recommending this partnership.



The recommendation to pursue a public/private partnership with Domi was further reinforced during the incubator tour at UCF Winter Springs, which operates as a university-run community incubator. Despite a successful track record since the founding of the UCF Business Incubation Program in 1999, university officials shared their concerns with staff about the lack of venture capital in the greater Orlando market. UCF urged staff to give the public/private partnership with Domi serious consideration given the opportunity to access readily available seed and early stage funding.

Domi Ventures LLC would provide seed funding for companies that have promising ideas and business models to develop prototypes in order to gain traction in the marketplace. However, membership in the proposed incubator would not require an equity investment by Domi. Beyond the initial seed round of funding, Domi would be able to draw down investments from Mosley Ventures LLC in Atlanta and work to establish local investment partnerships in Leon County and through the universities. The proposed urban incubator would be operated privately, but with strong public/private partnerships, to fully leverage the collaborative resources that exist within the community to help startup companies grow beyond the initial concept phase. For example, FSU has tentatively committed \$100,000 annually to partner with Domi for its faculty and students to develop their intellectual property at the proposed urban incubator. Further, both universities and TCC are expected to participate in community-wide program, events, and conferences organized by Domi.

Domi shares the County's vision to build a socially engaging urban incubator that encourages a creative culture with 'collision points' as emphasized at the Florida Innovation Hub at UF. To date, Domi has enjoyed great success and turnout to their public events to meet local entrepreneurs and assess the local startup scene. Many of the County's partner organizations that participated in prior deliberations about the mixed-use community incubator have been contacted by Domi and have expressed interest in supporting Domi in establishing a 'pipeline' for investment in the local community.

Should the Board support the staff recommendation to approve the proposed public/private partnership with Domi Education Inc., the Board must also approve a Resolution of Intent to Lease Space to award the lease outside of the competitive bidding process through an exemption under *Fla. Stat.* §125.38. The County Attorney's Office has advised that in order for the §125.38 exception to be applicable to the leasing of space to Domi Education Inc., thereby allowing their lease of the space without competitive bidding, the Board would need to find:

- a. Domi Education Inc. is a nonprofit organization, which is organized for the purposes of promoting community interest and welfare;
- b. The proposed use of the leased space is for a public or community interest and welfare;
- c. The leased space is required for the proposed use; and
- d. The leased space must not be needed for any County purpose.

Information relative to these criteria is contained in the Resolution for the Board's consideration relative to Domi Education Inc.'s exemption from competitive bidding. Should the Board approve the staff recommendations, improvements to the warehouse would immediately commence upon execution of the lease utilizing the \$250,000 approved by the Board as part of the FY 14 budget. Domi anticipates opening the doors for the urban incubator in early 2014.

Title: Approval of a Public/Private Partnership with Domi Education Inc. to Operate an Urban Business Incubator Program at the Old Elections Warehouse and Approval of Resolution of Intent to Lease Space to Domi Education Inc.

October 29, 2013

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**Options:**

1. Determine the proposed draft lease for Domi Education Inc. meets the Section 125.38 Florida Statutes Exemption and therefore does not require competitive bidding, by finding that:
  - a. Domi Education Inc. is a nonprofit organization, which is organized for the purposes of promoting community interest and welfare;
  - b. The proposed use of the leased space by Domi Education Inc. is for a public or community interest and welfare;
  - c. The proposed space to be leased to Domi Education Inc. is required for the proposed use; and
  - d. The proposed space to be leased to Domi Education Inc. is not needed for any County purpose during the proposed lease term.
2. Approve the Resolution of Intent to Lease Space to Domi Education Inc., and authorize the Chairman to execute (Attachment #1).
3. Approve the public/private partnership with Domi Education Inc. to operate an urban business incubator program at the old elections warehouse and authorize the County Administrator, in a form to be approved by the County Attorney, to finalize and execute the terms of the Draft Lease Agreement (Attachment #2).
4. Direct staff to modify the FY 14 Agreement with the Economic Development Council to include the entrepreneurial support services contained herein, at no additional cost, in partnership with Domi Education Inc.
5. Do not approve the public/private partnership with Domi Education Inc.
6. Board direction.

**Recommendation:**

Options #1, #2, #3, and #4.

**Attachments:**

1. Resolution of Intent to Lease Space
2. Draft Domi Lease Agreement for Business Incubator
3. July 8, 2013 Budget Discussion Item on Converting the Old Elections Warehouse in to an Urban Incubator
4. FSU Prospectus – “A Comprehensive Plan for Job Creation and Student Career Success”.
5. Domi Introductory Letter and Biographical Information
6. Domi Incubator Membership Rates



**RESOLUTION 13-\_\_\_\_\_**

**RESOLUTION OF INTENT TO LEASE SPACE FOR BUSINESS INCUBATOR AT  
LEON COUNTY AMTRAK COMPLEX, PURSUANT TO FLA. STAT. §125.38, TO  
DOMI EDUCATION, INC., A CORPORATION NOT FOR PROFIT**

WHEREAS, the Board of County Commissioners (the “Board”) of Leon County, Florida (the “County”) has determined that it is the County’s best interest to promote the establishment of a business support program that will accelerate the successful development of start-up companies by providing entrepreneurs with a selection of targeted resources and services, thereby producing successful companies that leave the program financially viable and freestanding, with the potential to create jobs, revitalize neighborhoods, commercialize new technologies, and strengthen the local economy (hereinafter such program is referred to as a “Business Incubator”), and that such provision of a Business Incubator represents a valid public purpose; and

WHEREAS, the Board recognizes that critical to the establishment and success of a Business Incubator is the provision of management guidance, technical assistance ,and consulting tailored to young growing companies, along with access to appropriate and affordable spaces in which to conduct business, shared basic business services and equipment, and technology support services and assistance in obtaining the financing necessary for company growth (hereinafter such services are referred to as “Incubation Management and Operation Services”); and

WHEREAS, in order to support the establishment of a new Business Incubator in the local community, the Board has determined that it is in the County’s best interest to designate its vacant warehouse building at the Amtrak Complex on Railroad Avenue (the “Amtrak Warehouse”) for use as a Business Incubator; and

WHEREAS, the Board has determined that it is in the County's best interest to enter into an agreement with a separate entity to exclusively provide Incubation Management and Operation Services for the Business Incubator at the Amtrak Warehouse; and

WHEREAS, the Domi Education, Inc. ("Domi Education") is organized as a Florida non-profit corporation, with its primary purpose to establish and operate Business Incubators, and seeks to provide such Incubation Management and Operation Services; and

WHEREAS, the County and Domi Education are desirous of setting forth their understandings in a written lease agreement ("Lease") regarding the use of the Amtrak Warehouse for a Business Incubator and for providing Incubation Management and Operation Services for such Business Incubator; and

WHEREAS, the Board has determined that the Lease of the Amtrak Warehouse for a Business Incubator is required for Domi Education to provide its Incubation Management and Operation Services, and that the Amtrak Warehouse is not needed for any other County purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 29th day of October, 2013, that, pursuant to Section 125.38, Florida Statutes (2013), Domi Education is a corporation not for profit within the meaning of such Statute, and that the Amtrak Warehouse comprising approximately 7,700 square feet of building floor space, located at the Amtrak Complex, 918 Railroad Avenue, Tallahassee, Florida, as depicted on Exhibit "A" attached hereto and made a part hereof (the "Premises"), shall be leased to Domi Education at a below-market annual base rent amount of One Dollar (\$1), plus an annual operating expenses amount based on an annual rate of fifty cents (\$0.50) per square foot, in consideration of Domi Education's covenant and agreement to use the Premises as a Business

Incubator and to provide Incubation Management and Operation Services for such Business Incubator.

The term of the Lease shall be for five (5) years and shall commence on the earlier of the date that (i) Domi Education takes possession of the Premises or (ii) 10 days after Domi Education's substantial completion of the improvements planned for the Premises. In each annual rental period after the initial annual rental period, the operating expenses amount shall be adjusted to reflect the actual operating expenses paid by the County in the previous annual rental period just ended.

In addition, the initial five-year term of the Lease may be continued at Domi Education's option for one (1) additional period of three (3) years (the "Continuation Period"). The base rent amount for the Continuation Period shall be increased to an amount no greater than twenty-five percent (25%) of market rental at the commencement of the Continuation Period, to be determined by the County and Domi Education through good-faith negotiation.

ADOPTED this 29th day of October, 2013.

LEON COUNTY, FLORIDA

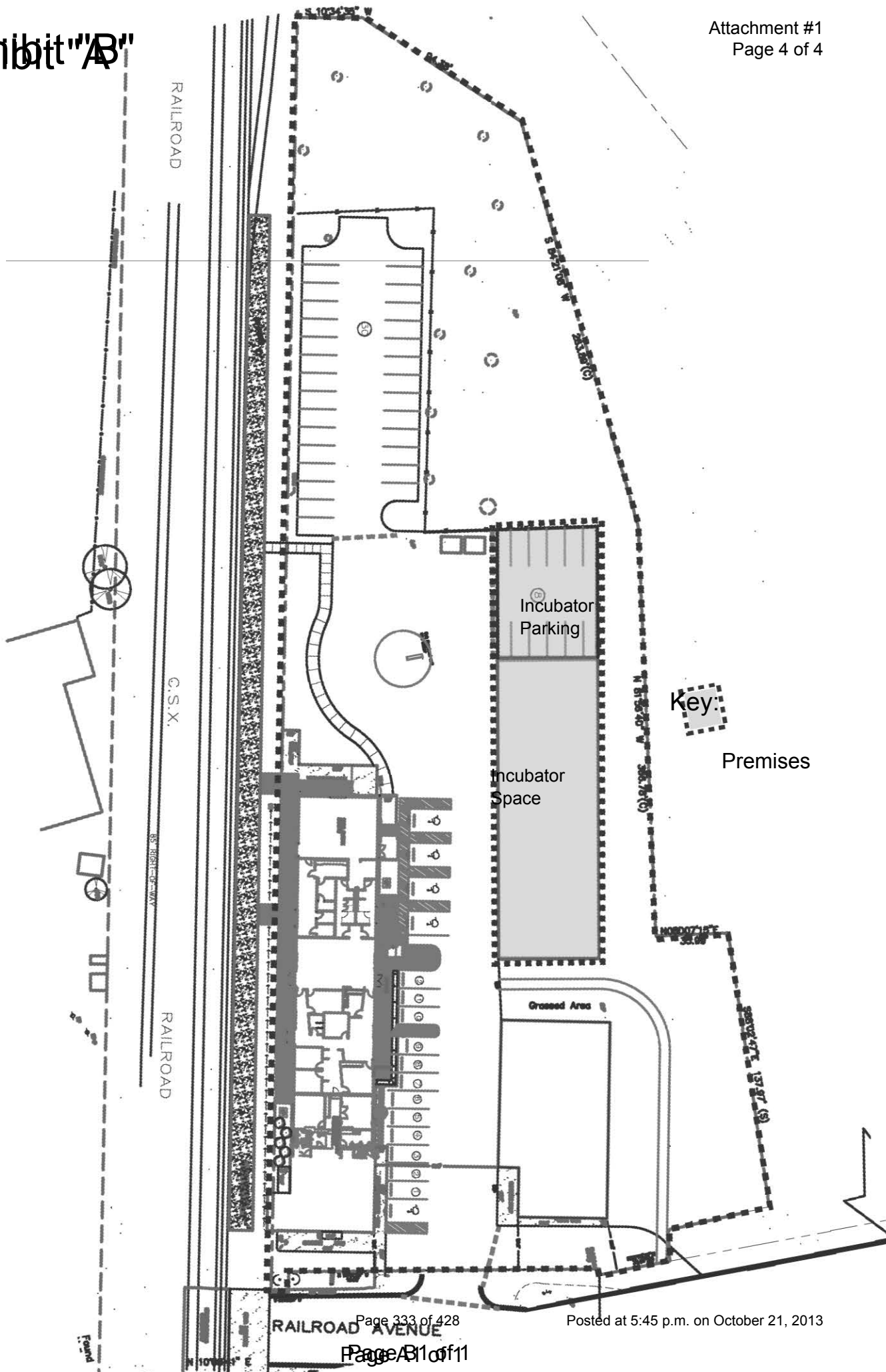
BY: \_\_\_\_\_  
Nicholas Madox, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney



**BUSINESS INCUBATOR FACILITY  
LEASE AGREEMENT  
(Amtrak Complex)**

THIS LEASE AGREEMENT ("Lease") is made as of the "Effective Date" (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (the "County" or "Landlord") and **DOMI EDUCATION, INC.**, a Florida nonprofit corporation ("Tenant"), whose mailing address is 1207 Terrace Street, Tallahassee, FL 32303 (hereinafter the County, as Landlord, and Tenant may be referred to as "Party" individually or "Parties" collectively).

WITNESSETH:

WHEREAS, the County's Board of County Commissioners (the "Board") has determined that it is in the County's best interest to promote the establishment of a business support program that will accelerate the successful development of start-up companies by providing entrepreneurs with a selection of targeted resources and services; and

WHEREAS, such resources and services are typically developed by establishing a Business Incubator (as that term is defined in Section 2.1.8 below) which produces successful companies that leave the program financially viable and freestanding, with the potential to create jobs, revitalize neighborhoods, commercialize new technologies, and strengthen the local economy; and

WHEREAS, the Board recognizes that critical to the establishment and success of a Business Incubator is the provision of management guidance, technical assistance, and consulting tailored to young growing companies, along with access to appropriate and affordable spaces in which to conduct business, shared basic business services and equipment, and technology support services and assistance in obtaining the financing necessary for company growth; and

WHEREAS, in order to support the establishment of a new Business Incubator in the local community, the Board has determined that it is in the County's best interest to designate a vacant County facility for use as a Business Incubator and to enter into an agreement to lease to Tenant the designated County facility at a below-market rental rate in exchange for Tenant providing Incubation Management and Operation Services (as that term is defined in Section 2.1.9 below) for the Business Incubator; and

WHEREAS, Tenant is a Florida nonprofit corporation that was formed for the purposes of providing such Incubation Management and Operation Services; and

WHEREAS, Tenant and the County, as Landlord, are desirous of setting forth their understandings in this written Lease Agreement regarding the use of the designated County facility for the management and operation of a Business Incubator;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

## **Article 1.**

### **Effective Date; Premises; Term**

1.1. RECITALS. The recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

1.2. EFFECTIVE DATE. The effective date of this Lease shall be the date upon which the last of the Parties executes the Lease (the "Effective Date").

1.3. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

1.3.1. "Amtrak Complex" means the 2.47-acre parcel, and the improvements contained thereon, located on the west side of Railroad Avenue and abutting the north boundary of the railroad right-of-way, identified by the Leon County Property Appraiser as Parcel ID 4101202050000, and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

1.3.2. "Premises" means collectively those portions of the Amtrak Complex occupied exclusively by Tenant and depicted on Exhibit "B" as the Incubator Space and Incubator Parking.

1.3.3. "Common Areas" means the areas on the Amtrak Complex designated by Landlord, from time to time, for use in common by all tenants and occupants of the Amtrak Complex including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

1.3.4. "Net Rentable Area" means the enclosed area within the Premises measured from the inside surface of the outer glass, finished column or exterior wall enclosing the Premises to the inside surface of the opposite outer glass, finished column or exterior wall.

1.4. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease to the contrary), shall be deemed to be comprised of Seven Thousand Seven Hundred (7,700) square feet of Net Rentable Area. Except in the event of an emergency, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

1.5. PROPERTY MANAGER. As of the Effective Date of this Lease, the management services for the Amtrak Complex are provided by the Leon County Facilities Management Division, 1907 South Monroe Street, Tallahassee, FL 32301 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

1.6. COMMON AREAS. Tenant, its employees, and the occupants and visitors of the Premises, shall have the nonexclusive right during the Term of this Lease to use the Common Areas. In addition, the Community Room located within the Amtrak Complex as depicted in Exhibit "B," is available for use by the Tenant in accordance with County policy as established

by the Board of County Commissioners. Such County policy may include a minimal charge for use of the Community Room during non-business hours and on weekends and Holidays.

1.7. **LEASE TERM.** The term of this Lease (the “Term”) shall be for five (5) years. The Term shall commence on the earlier of the date that (i) Tenant takes possession of the Premises or (ii) 10 days after the “substantial completion” of Tenant Improvements as that term is described in Section 5.9 below (the “Commencement Date”). Tenant shall have no right to possession of the Premises until Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease. Landlord and Tenant shall execute a Memorandum of Lease Commencement in an agreed upon form once the Commencement Date has been determined.

1.8. **EARLY TERMINATION OPTION.** Tenant shall have the option, with no penalty or fee, to reduce the length of the Term to no less than ninety (90) days (“Early Termination Option”) subject to the following conditions:

1.8.1. Tenant shall deliver to Landlord, no later than sixty (60) days prior to the proposed date of early termination (“Early Termination Date”), written notification of its intention to exercise its Early Termination Option and the date on which Tenant proposes as the Early Termination Date;

1.8.2. as of the date Tenant exercises its Early Termination Option, no event of default (beyond the expiration of any applicable notice and cure period) shall exist under the Lease and no event to which Tenant has notice shall be occurring which, with the passage of time or the giving of notice (or both), would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.8.3. any Rent collected in advance by Landlord for the Annual Rental Period in which Tenant exercises its Early Termination Option shall be retained by Landlord and become property of Landlord without credit to Tenant; and

1.8.4. upon Tenant’s surrender of the Premises on such Early Termination Date, any and all items of furniture, fixtures, or equipment, including any such items deemed to be Tenant’s Business Equipment (as that term is defined in Section 5.11.2 below), that was purchased with funds attributable to Landlord’s Contribution (as that term is defined in Section 5.2.1 below), shall remain upon and be surrendered with the Premises and become the property of Landlord without credit to Tenant.

1.9. **ACCEPTANCE OF PREMISES; DATE OF POSSESSION.** Upon taking possession of the Premises, Tenant shall have an opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant’s continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant’s acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased. Tenant further acknowledges that Landlord has made no warranties or representations as to either the condition or the suitability of the Premises in terms of the Required Use as specified in Section 4.1 below.

1.10. CONTINUATION OF TERM. The initial Term of this Lease may be continued at Tenant's option (hereinafter a "Continuation Period") for one (1) additional period of three (3) years (hereinafter the "Continuation Period"), subject to the following conditions:

1.10.1. Tenant shall deliver to Landlord, no later than one hundred twenty (120) days prior to the expiration of the initial Term written notification of its desire to continue the initial Term (the "Continuation Notice"); provided, however, in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

1.10.2. as of the date Tenant exercises the right to continue into the Continuation Period, no event of default (beyond the expiration of any applicable notice and cure period) exists under the Lease and no event to which Tenant has notice is occurring which with the passage of time or the giving of notice (or both) would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.10.3. the covenants and conditions of this Lease in force during the initial Term, as the same may be modified from time to time, shall continue to be in effect during the Continuation Period; and

1.10.4. the Base Rent Amount (as defined in Section 2.1.2 below) for the Continuation Period shall be increased to an amount as determined by the Parties through good-faith negotiation; provided, however, that such increased Base Rent Amount shall be no greater than twenty-five percent (25%) of "Market Rental" (as hereinafter defined) at the commencement of the Continuation Period. For purposes hereof, "Market Rental" shall mean the market rental rate for the time period such determination is being made for office-warehouse space in similar office-warehouse buildings in the Tallahassee area (the "Area") of comparable condition for space of equivalent quality, size, utility and location. Such determination shall take into account all relevant factors, including, without limitation, the following matters: the credit standing of Tenant; the length of the Continuation Period; operating expense requirements; the fact that Landlord will experience no vacancy period and that Tenant will not suffer the costs and business interruption associated with moving its offices and negotiating a new lease; construction allowances and other tenant concessions that would be available to tenants comparable to Tenant in the Area (such as moving expense allowance, free rent periods, and lease assumptions and takeover provisions, if any, but specifically excluding the value of improvements installed in the Premises at Tenant's cost), and whether adjustments are then being made in determining the rental rates for renewals in the Area because of concessions being offered by Landlord to Tenant (or the lack thereof for the Continuation Period in question).

1.10.4.1. No later than five (5) months prior to the commencement of the Continuation Period, Landlord shall set forth the Market Rental in a notice to



Tenant (hereinafter referred to as the "Market Rental Notice"). In the event that Tenant shall, in good faith, disagree with the Market Rental set forth in the Market Rental Notice established by Landlord for the Premises, Tenant shall, within thirty (30) days after receipt of the Market Rental Notice, furnish Landlord with a written explanation in reasonable detail of the basis for Tenant's good faith disagreement and the amount which, in Tenant's good faith opinion, is the Market Rental for the Continuation Period (hereinafter referred to as the "Tenant's Notice"). If Tenant's Notice is not received by Landlord within said thirty (30) day period, the Market Rental shall be the Market Rental set forth in the Market Rental Notice to Tenant. If Tenant's Notice is received by Landlord within said thirty (30) day period, the Market Rental for the Premises shall be established as follows:

1.10.4.1.1. No later than ten (10) days following Landlord's receipt of Tenant's Notice, Landlord shall furnish Tenant with a written explanation in reasonable detail of the basis for its determination of Market Rental for the Continuation Period. For a period of thirty (30) days following Landlord's receipt of Tenant's Notice, Landlord and Tenant shall negotiate in good faith in order to arrive at a Market Rental for the Continuation Period that is acceptable to both of them.

1.10.4.1.2. If Landlord and Tenant cannot agree in writing to a Market Rental within the 30-day period referenced in Section 1.10.4.1.1 above, then within ten (10) days after the expiration of said 30-day period, Landlord and Tenant shall identify to each other an impartial licensed real estate broker with at the least ten (10) years of substantial office leasing expertise in Tallahassee, Florida. The two (2) brokers selected by Landlord and Tenant shall in turn select an impartial third broker with similar qualifications. Within thirty (30) days after the selection of the third broker, a majority of the brokers shall determine Market Rental. If a majority of the brokers is unable to agree upon the Market Rental by such time, then the two (2) closest determinations of Market Rental by the brokers shall be averaged and the average shall be the Market Rental.

1.10.4.2. If the procedure set forth above in Sections 1.10.4.1.1 and 1.10.4.1.2 above is implemented, and if for any reason whatsoever (including, without limitation, the institution of any judicial or other legal proceedings), the Market Rental for the Continuation Period has not been finally determined prior to the first day of the Continuation Period, then the amount of the Market Rental set forth by Landlord in good faith in the Market Rental Notice shall be the Market Rental for all purposes under this Lease until such time as the Market Rental is finally determined as set forth above, and Landlord and Tenant shall, by appropriate payments to the other, correct any overpayment or underpayment which may have been made prior to such final determination.

1.10.4.3. If Landlord fails to identify a broker within the time specified in Section 1.10.4.1.2 above, then the Market Rental for the respective Continuation Period shall be the Market Rental set forth in Tenant's Notice.

1.10.4.4. If Tenant fails to identify a broker within the time specified in Section 1.10.4.1.2 above, then the Market Rental for the Continuation Period shall be the Market Rental set forth in the Market Rental Notice.

1.10.4.5. If the brokers selected by Landlord and Tenant fail to appoint the third broker within thirty (30) days after the identification of the brokers, then Landlord and/or Tenant shall promptly apply to the local office of the American Arbitration Association for the appointment of the third broker.

1.10.4.6. All fees, costs and expenses incurred in connection with obtaining the third broker and any arbitration or court procedure set forth in this section shall be shared equally by Landlord and Tenant; however, Landlord and Tenant shall each bear their own attorneys' fees incurred with respect to this procedure.

1.10.5. Upon the Parties' determination of the Base Rent Amount for the Continuation Period this Lease shall be amended to reflect such Base Rent Amount.

## **Article 2.**

### **Base-Plus Rent; Additional Rent.**

2.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

2.1.1. "Annual Rental Period" means a 12-month period proposed for occupancy of the Premises commencing on the Commencement Date and continuing thereafter on each anniversary of the Commencement Date.

2.1.2. "Base Rent Amount" means the rent amount payable per Annual Rental Period for the use of the Premises, exclusive of Operating Expenses (as defined in Section 3.2 below), Sales and Use Tax (as defined in Section 2.3 below), and Additional Rent (as defined in Section 2.4 below).

2.1.3. "Base-Plus Rent Amount" means the rent amount payable per Annual Rental Period for the use of the Premises comprising the sum of the Base Rent amount and the Operating Expenses amount, but exclusive of Sales and Use Tax and Additional Rent.

2.1.4. "Operating Expenses Amount" means the amount payable per Annual Rental Period for Operating Expenses (as defined in Section 3.2 below).

2.1.5. "Base Rental Rate" means the amount of Base Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.6. "Base-Plus Rental Rate" means the amount of Base-Plus Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.7. "Operating Expenses Rate" means the amount of Operating Expenses calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.8. “Business Incubator” means a business support program that will accelerate the successful development of start-up companies with a program that provides entrepreneurs with a selection of targeted resources and services designed to produce successful companies that leave the program financially viable and freestanding, with the potential to create jobs, revitalize neighborhoods, commercialize new technologies, and strengthen the local economy.

2.1.9. “Incubation Management and Operation Services” means the management and operation of a Business Incubator including, but not limited to, the provision of management guidance, technical assistance, and consulting tailored to young growing companies, along with access to appropriate and affordable spaces in which to conduct business, shared basic business services and equipment, and technology support services and assistance in obtaining the financing necessary for company growth. Incubation Management and Operation Services shall also include the satisfaction of the requirements as set forth in Section 4.1 below

2.1.10. “Building Standard” means the standard expected in good quality office-warehouse space in the local Tallahassee market.

2.1.11. “Building Standard Condition” means the condition of the Premises, less normal wear and tear, as good quality office-warehouse space within competing office-warehouse centers located in the Tallahassee area including, but not limited to, good quality tenant improvements including drywall and suspended acoustical ceilings, suspended acoustical ceiling light fixtures, ceiling supply and return air diffusers, gypsum drywall walls, upgraded carpet, wall finishes, solid core doors, door hardware, fire alarm system, heating, ventilation, and air conditioning system (“HV/AC”), electrical systems, and plumbing systems, in accordance with the architectural and engineering plans and specifications utilized to complete such tenant improvements.

2.1.12. “Business Day,” as it applies to a notice requirement or other such deadline in this Lease, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday (as hereinafter defined). Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant’s business hours.

2.1.13. “Holiday,” as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the County’s Board of County Commissioners close for business in observance of a holiday: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year’s Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year’s Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday. Notwithstanding anything herein to the

contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's business hours.

2.2. **BASE-PLUS RENT.** In consideration of Tenant's covenant to provide Incubation Management and Operation Services in accordance with Section 4.1 below, Tenant shall be entitled to the use of the Premises at a below-market Base-Plus Rent Amount, payable on the first (1st) day of each Annual Rental Period of the Term, except for extensions as provided herein, in accordance with the following schedule:

2.2.1. For the first Annual Rental Period of the initial Term, the Base-Plus Rent Amount shall be Three Thousand Eight Hundred Fifty-One and 00/100 Dollars (\$3,851.00) based on a Base-Plus Rental Rate of \$0.5001 per square foot which, Landlord and Tenant acknowledge and agree, comprises the following allocation:

2.2.1.1. A Base Rent Amount of \$1.00, which equates to a Base Rental Rate of \$0.0001 per square foot; and

2.2.1.2. An Operating Expenses Amount of \$3,850.00, which equates to an Operating Expenses Rate of \$0.50 per square foot.

2.2.2. For each successive Annual Rental Period of the initial Term after the first Annual Rental Period, the Base-Plus Rent Amount shall be based on the sum of the following amounts:

2.2.2.1. A Base Rent Amount of \$1.00, which equates to a Base Rental Rate of \$0.0001 per square foot; and

2.2.2.2. An Operating Expenses Amount equal to the actual Operating Expenses paid by Landlord in the previous Annual Rental Period just ended and attributable to the Premises.

2.2.3. Landlord shall, no later than five (5) Business Days after the commencement of each successive new Annual Rental Period after the first Annual Rental Period, notify Tenant in writing of the Base-Plus Rent Amount for such new Annual Rental Period. The due date for Tenant's installment of Rent in each successive new Annual Rental Period shall be extended by five (5) days in order to accommodate such notification by Landlord.

2.3. **SALES AND USE TAX.** Together with the Base-Plus Rent, Tenant agrees to pay any and all rental, sales, or use taxes levied by any governmental body for the use or occupancy of the Premises (hereinafter "Sales and Use Tax").

2.4. **ADDITIONAL RENT.** All charges, other than Base-Plus Rent and Sales and Use Tax, payable by Tenant under the terms of this Lease shall hereinafter be referred to as "Additional Rent". Unless this Lease provides otherwise, all Additional Rent shall be paid together with the Base-Plus Rent and Sales and Use Tax.

2.5. **PAYMENT OF RENT.** The terms Base-Plus Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent." Each annual installment of Rent shall be made payable to Landlord and be delivered on the first (1st) day of each Annual Rental Period of the Term, except for extensions as provided herein, without demand, set off or

deduction, on Landlord's behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing.

2.6. **LATE CHARGES.** If, within ten (10) days after its due date, any Base-Plus Rent Amount payment or other payment due under this Lease is not delivered to Landlord as provided in Section 2.5 above, Tenant shall pay, in addition to such payment, a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and 00/100 Dollars (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of twelve percent (12%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord ("Default Rate").

### **Article 3.**

#### **Operating Expenses; Base-Plus Lease.**

3.1. **BASE-PLUS LEASE.** This is a "Base-Plus Lease" which means that Base-Plus Rent includes, in addition to Tenant's right to the possession and use of the Premises, Landlord's payment of all Operating Expenses, to the extent provided in this Article 3, the services set forth in Article 14 below, and Landlord's obligations set forth in Article 9 below, and, as such, Tenant shall only be required to provide and pay for, in addition to Base-Plus Rent and Sales and Use Tax, any amounts due for Utilities pursuant to Section 9.4 below, and any amounts due as Additional Rent.. As such, Landlord shall be responsible for the payment of all Operating Expenses as provided in Section 3.2 below. Tenant shall also be responsible for paying as Additional Rent any amount of Property Taxes that may become due and payable as provided in Section 3.4 below.

3.2. **OPERATING EXPENSES.** Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement (if such replacement is generally regarded in the industry as increasing operating efficiency or is required under any Applicable Law that was not in effect or not applicable to the Amtrak Complex on the Commencement Date) and administration of the Premises and Common Areas, shall be considered "Operating Expenses" payable by Landlord including, without limitation, the following:

3.2.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises and Common Areas, the equipment and improvements owned by Landlord therein contained, including (i) all costs associated with the appeal of any such assessments and charges and (ii) any amounts assessed or charged in substitution for or in lieu of ad valorem taxes; and excluding (i) income or capital gains taxes imposed upon Landlord and (ii) any assessments and charges deemed to be a tax payable by Tenant pursuant to Section 3.4 below ;

3.2.2. insurance that Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance;

3.2.3. pest control for Common Areas only and landscaping;

3.2.4. a reasonable management fee;

3.2.5. the following utilities and services for Common Areas only: electricity, water, sewer, gas, window washing on exterior surfaces of windows, janitorial services, and trash and debris collection;

3.2.6. wages and benefits payable to employees of Landlord and Landlord's property manager whose duties are directly connected with the operation and maintenance of the Premises or Common Areas; and

3.2.7. dues and assessments under any applicable deed restrictions or declarations of covenants and restrictions.

3.3. UTILITIES DEEMED NOT TO BE OPERATING EXPENSES. Operating Expenses shall not include electricity, water, sewer, gas, window washing, janitorial services, trash and debris and other maintenance and utility charges required, used, or consumed in the Premises, which charges shall be paid by Tenant in accordance with Section 9.4 below.

3.4. PROPERTY TAXES. Landlord acknowledges and represents that Landlord is immune from taxation and, therefore, that the Amtrak Complex is currently not subject to any ad valorem taxes for real property and personal property ("Property Taxes"). In the future, if the law changes as to eliminate Landlord's immunity from taxation or if Landlord conveys the Amtrak Complex to an entity which is not immune or exempt from taxation and such Property Taxes are thereafter assessed against the Amtrak Complex, Tenant shall pay its proportionate share of such Property Taxes as Additional Rent no later than thirty (30) days after Landlord, or its successors and assigns, provides Tenant with an invoice therefor, provided Tenant shall have the right to examine the records and other such documentation that substantiates such Property Taxes and to contest such Property Taxes with the taxing authority.

#### **Article 4.**

##### **Use of Property; Required Use; Rules**

4.1. REQUIRED USE. Tenant shall be required throughout the Term to use the Premises for the management and operation of a Business Incubator (the "Required Use"), and that such Required Use shall be the sole use permitted in the Premises unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion. Furthermore, Landlord and Tenant acknowledge and agree that this Lease allows Tenant to have the exclusive use of the Premises for such Required Use at a below-market Base Rental Rate in consideration of Tenant's covenant to provide Incubation Management and Operation Services for the Business Incubator in accordance with the terms of this Lease. Tenant's provision of Incubation Management and Operation Services shall be subject to the satisfaction of the following requirements:

4.1.1. Occupancy of Program Participants by License Only. Any written agreement which gives permission to a participant of the Business Incubator program to occupy space within the Premises shall be in a form that clearly establishes that such permission to occupy space is by license only and shall be deemed not to be a sublease or other such conveyance of a leasehold interest in the Premises.

4.1.2. Programming and Community Collaboration. Tenant shall be required to provide the programs and community collaboration as set forth in **Exhibit "C."**

4.1.3. Reporting Requirements. Tenant shall be required to satisfy the reporting requirements as set forth in **Exhibit "D."**

#### 4.2. COMPLIANCE WITH LAWS.

4.2.1. APPLICABLE LAWS. For purposes of this Lease, the term "Applicable Laws" shall mean any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Amtrak Complex including, but not limited to, the U. S. Department of the Interior and the Florida Division of Historical Resources with regard to the Amtrak Complex being listed on the National Register of Historic Places, the Board of Fire Underwriters, and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA.

4.2.2. LANDLORD'S COMPLIANCE. During the Term, Landlord shall be responsible for making any modifications to the Amtrak Complex, excluding the Premises, or its appurtenances, excluding the Premises, but including the Common Areas, required pursuant to any Applicable Laws. Any modifications to the Amtrak Complex made by Landlord pursuant to the provisions of this paragraph shall be at Landlord's expense.

4.2.3. TENANT'S COMPLIANCE. Subject to Landlord's obligations set forth in Section 4.2.1 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, shall comply with all Applicable Laws. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises shall be in compliance with all Applicable Laws. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

4.3. SIGNS. Tenant shall not place any signs on the Premises or the Amtrak Complex except with the prior written consent of Landlord, including consent as to location and design. The design, installation, and removal of any signs to be placed on or about the Premises or the Amtrak Complex shall be subject to the satisfaction of the following requirements:

4.3.1. The signs shall be in compliance with all Applicable Laws.

4.3.2. The Leon County seal (the "County Seal") shall be prominently displayed on the interior and the exterior of the Premises. Notwithstanding its trademark protection, the appearance of the County Seal may be modified, upon the written approval of the

Leon County Administrator, to accommodate Tenant's aesthetic design and branding of the Premises.

4.3.3. The signs shall be installed and shall be maintained by Tenant, at its sole cost and expense. Tenant shall remove any and all of its signs prior to termination of the Lease and, upon such removal, to repair all damage incident to such removal. Notwithstanding anything to the contrary herein, Landlord, at its sole cost, shall be responsible for any costs associated with any removal and reinstallation of Tenant's signage necessitated by any repairs or modifications to the Amtrak Complex performed by Landlord or otherwise undertaken at Landlord's direction.

4.4. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Amtrak Complex, and, during the last ninety (90) days of the Term or any continuation thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises or the Amtrak Complex as Landlord deems necessary. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

4.5. QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.6. PARKING. Tenant shall have the exclusive use, as part of the Premises, of the eight parking spaces contained within the parking lot depicted on Exhibit "B" as Incubator Parking. In addition, Tenant shall have the right, in common with other tenants and occupants, to use the remaining parking spaces contained within the Amtrak Complex on a non-exclusive basis. Any and all motor vehicles (including all contents thereof) parked by Tenant, its employees, agents, invitees and licensees in any space contained within the Amtrak Complex, including the Incubator Parking, shall be parked in such spaces at such persons' sole risk, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.7. LANDLORD'S USE OF AMTRAK COMPLEX. Landlord and Tenant acknowledge and agree that Landlord is entitled to the exclusive use of those areas of the Amtrak Complex not lying within the Premises and the Common Areas, and that Tenant hereby consents to Landlord's exclusive use of such areas including, but not limited to, the use of the open area adjacent to the Premises for a community garden in accordance with the County Community Garden Policy.



4.8. **RULES AND REGULATIONS.** Except as otherwise provided in Article 14 below, Tenant shall observe all rules and regulations as may be established by Landlord from time to time for the Amtrak Complex. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as **Exhibit "E."** Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Amtrak Complex or the Premises. Tenant shall not be subject to any new rules and regulations or amendments to existing rules and regulations until fifteen (15) days after Tenant shall have been provided with a copy of such new rule and regulation or amendment to such existing rules and regulations. Landlord shall not unreasonably withhold, delay or condition its consent to any approval required by Tenant under the rules and regulations. In the event of any inconsistency between any provision of this Lease and the rules and regulations, the applicable Lease provision shall control.

## **Article 5.**

### **Tenant Improvements.**

5.1. **DEFINITIONS.** For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

5.1.1. "Tenant Improvements" means any construction work in the Premises under the coordination of Property Manager to be undertaken, either prior to or after the Commencement Date of this Lease, by Tenant's contractor and to be paid solely by Tenant, except as reimbursed by any Landlord's Contribution.

5.1.2. "Remodeling and Reconditioning" shall mean any Tenant Improvements project which does not require a building permit from the local jurisdiction. Remodeling and Reconditioning shall expressly not include any alterations, modifications, replacements, or installations involving any of the following systems or components of the Premises or the Amtrak Complex: (i) structural; (ii) electrical; (iii) plumbing; (iv) HV/AC; and (v) Telecommunications Equipment, as that term is defined in Section 12.1.2 below, other than for Telecommunications Equipment involving only wiring for workstation operations within the Premises.

5.1.3. "Landlord's Contribution" shall mean Landlord's contribution to the cost of any Tenant Improvements. Such contribution may be a cash reimbursement to Tenant or in the form of a contribution of labor or materials provided by Landlord.

5.2. **PAYMENT RESPONSIBILITY.** The payment of costs and expenses incurred in connection with any Tenant Improvements to the Premises, including those costs and expenses associated with the preparation of architectural and engineering plans, shall be the responsibility of Tenant; provided, however, that such payment responsibility of Tenant shall be subject to reimbursement by Landlord's Contribution.

5.2.1. Landlord's Contribution in Cash. Landlord shall make a Landlord's Contribution in cash in an amount up to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). Such Landlord's Contribution shall be a reimbursement to Tenant for completed Tenant Improvements, and shall be paid to Tenant no later than thirty (30) Business Days after Landlord's receipt of an invoice reflecting the cost of such completed Tenant Improvements. Upon approval by the County Administrator, or designee, and

subject to the County Board of County Commissioner purchasing policies and guidelines, Landlord's Contribution may be an advance payment to Tenant for the cost of future Tenant Improvements. For purposes of determining the extent of Landlord's Contribution, any furniture, fixtures, or equipment attributable to the operation of the Business Incubator in the Premises shall be deemed to be Tenant Improvements.

5.2.2. Landlord's Contribution in Labor. In order to further reduce Tenant's costs for Tenant Improvements, Landlord may, upon approval by the County Administrator or designee, provide an additional Landlord's Contribution amount in the form of labor provided by County employees. Such additional Landlord's Contribution shall be at the sole discretion of Landlord.

### 5.3. PRE-CONSTRUCTION OBLIGATIONS EXCEPT FOR REMODELING AND RECONDITIONING.

5.3.1. TENANT SPACE PLAN. If Tenant desires for Tenant Improvements other than for Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Tenant Improvements, a detailed space plan containing the information described as follows below, together with other relevant information and written instructions relating thereto (said space plan and other information and instructions being hereinafter referred to as the "Tenant Space Plan"). The Tenant Space Plan shall contain architectural, mechanical, electrical and plumbing plans prepared and stamped by a licensed architect or engineer, as the case may be, indicating the following information:

5.3.1.1. Location and type of all partitions.

5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.

5.3.1.3. Location and type of glass partitions, windows, doors and framing.

5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.

5.3.1.5. Critical dimensions necessary for construction.

5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.

5.3.1.7. Location and type of all lighting and access control systems.

5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.

5.3.1.9. A load analysis of all electrical devices.

5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.

5.3.1.11. Location, type and specifications of the HV/AC distribution systems and controls.

- 5.3.1.12. Requirements for special air conditioning or ventilation.
- 5.3.1.13. Type and color of floor covering.
- 5.3.1.14. Location, type and color of wall covering.
- 5.3.1.15. Location, type and color of paint and/or finishes.
- 5.3.1.16. Location and type of plumbing, including special sprinklering requirements.

5.3.1.17. Location and type of kitchen equipment.

5.3.1.18. Details showing the following:

5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.

5.3.1.18.2. Corridor entrances.

5.3.1.18.3. Bracing or support of special walls, glass partitions, etc., if desired. If not included with the Tenant Space Plan, the Building architect will design, at Tenant's expense, all support or bracing required.

5.3.2. **PROPERTY MANAGER REVIEW.** Property Manager shall review Tenant Space Plan to confirm that the Tenant Improvements contemplated thereby satisfies the following conditions:

5.3.2.1. conforms with or exceeds the standards of the Amtrak Complex and the requirements listed in Section 5.3.1 above; and

5.3.2.2. shall not impair the structural, mechanical, electrical or plumbing integrity of the Amtrak Complex.

5.3.3. **APPROVAL OF TENANT SPACE PLAN.** Property Manager shall either approve or disapprove Tenant Space Plan no later ten (10) days after the Property Manager receives Tenant Space Plan. If Property Manager does not approve Tenant Space Plan, Property Manager shall inform Tenant in writing of its objections and Tenant shall revise the same and deliver a corrected version to Property Manager for its approval no later than thirty (30) days after the date Tenant receives Property Manager's notice of disapproval. The approval and revision process for the revised Tenant Space Plan shall be the same as described for the originally submitted Tenant Space Plan.

5.3.4. **TENANT WORKING DRAWINGS.** After Tenant Space Plan has been approved by Property Manager, Tenant shall cause working drawings of the Tenant Improvements to be prepared (hereinafter referred to as the "Tenant Working Drawings") and shall deliver the same, no later than ten (10) days after the date of Property Manager's approval of Tenant Space Plans, to Property Manager for its approval subject to the following conditions:

5.3.4.1. Tenant Working Drawings shall consist of complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for Tenant Work.

5.3.4.2. Tenant Working Drawings shall be substantially consistent with Tenant Space Plan without any material changes.

5.3.4.3. Tenant Working Drawings shall be prepared at Tenant's expense by architects and engineers selected by Tenant and approved by Property Manager.

5.3.5. APPROVAL OF TENANT WORKING DRAWINGS. The approval process for Tenant Working Drawings shall be identical to the approval process for Tenant Space Plan described in Section 5.3.3 above.

5.3.6. REMODELING AND RECONDITIONING. If Tenant desires Remodeling and Reconditioning to be undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Remodeling and Reconditioning, a written description of such work to be undertaken in sufficient detail to allow Landlord to confirm that such work is deemed to be Remodeling and Reconditioning. Property Manager shall, no later than ten (10) Business Days after receipt of such written description, deliver to Tenant a written confirmation that such work is deemed to be Remodeling and Reconditioning after which Tenant may commence to undertake such work. Property Manager's failure to timely deliver such written confirmation to Tenant shall be construed as Property Manager's confirmation that such work is deemed to be Remodeling and Reconditioning.

5.4. SELECTION OF CONTRACTOR. For any Tenant Improvements, the contractor shall be selected by Tenant and shall undertake the construction work under the coordination of Property Manager in accordance with, and subject to, the following requirements and conditions:

5.4.1. Tenant's contractor shall conduct its work in such a manner so as not to unreasonably interfere with other tenants, the operations of the Amtrak Complex, or any other construction occurring on or in the Premises or the Amtrak Complex;

5.4.2. Tenant's contractor shall comply with all rules and regulations relating to construction activities in or on the Amtrak Complex, as may be reasonably promulgated from time to time and uniformly enforced by Landlord or Property Manager;

5.4.3. Tenant's contractor shall maintain such insurance and bonds in force and effect in accordance with Section 6.1 below and as may be required by applicable law; and

5.4.4. Tenant's contractor shall be responsible for reaching an agreement with Property Manager as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials, access to the Premises and to the Amtrak Complex.

5.4.5. The commencement of work by any subcontractors to be used by Tenant's contractor shall be subject to the approval by Landlord or Property Manager, which approval shall not be unreasonably withheld as long as such subcontractors satisfy the requirements of Section 5.3.

5.4.6. As a condition precedent to Property Manager permitting Tenant's contractor to commence the Tenant Alterations, Tenant and Tenant's contractor shall deliver to Property Manager such assurances or instruments as may be reasonably requested by Property Manager to evidence Tenant's contractor's and its subcontractor's compliance or agreement to comply with the provisions of Section 5.4.

5.4.7. Tenant's contractor and his sub-contractors shall be licensed to perform their trades and provide workmen that possess the appropriate licenses. All work performed by Tenant's contractor shall comply with all prevailing regulatory requirements.

5.5. TENANT'S CONTRACTOR; INDEMNITY BY TENANT. Tenant shall, in accordance with the provisions of Section 7.1 below, indemnify and hold harmless Landlord, its agents, contractors, and any mortgagee of Landlord from and against any and all losses, damages, costs, including costs of suit and attorneys' fees, liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the work done by Tenant's contractor, subcontractors, and sub-subcontractors under its contract with Tenant.

5.6. TENANT'S CONTRACTOR; MECHANIC'S AND MATERIALMEN'S LIENS. Tenant shall notify in writing all materialmen, contractors, artisans, mechanics, laborers and others hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises that they must look solely to Tenant for payment for same and shall simultaneously send copies of all such notifications to Landlord for its review. Should any mechanic's or other liens be filed against any portion of the Amtrak Complex, including the Premises, by reason of Tenant's or Tenant Contractor's acts or omissions or because of a claim against Tenant or Tenant Contractor, Tenant shall inform Property Manager of such lien immediately and cause the same to be cancelled or discharged of record by bond or otherwise within twenty (20) days after receipt of notice by Tenant. If Tenant fails to cancel or discharge the lien within said twenty (20) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all costs, including attorneys' fees, incurred in canceling or discharging such liens.

5.7. DEFAULT. The failure by Tenant to comply with the any of the provisions of this Article 5 shall constitute a default by Tenant under terms of Section 10.2 below and Landlord shall have the benefit of all remedies provided for in this Lease.

5.8. CHANGE ORDERS. Tenant may authorize changes in the Tenant Improvements; provided that any such changes must meet the criteria set forth in this Article 5. Tenant shall also be responsible for the costs of any delays or additional costs caused by such change orders.

5.9. SUBSTANTIAL COMPLETION OF TENANT IMPROVEMENTS. The construction of the Tenant Improvements shall be considered substantially complete when the following conditions have been satisfied:

5.9.1. that the only remaining construction work involves only minor or insubstantial details of construction, mechanical adjustment, or decoration, the non-performance of which do not materially interfere with Tenant's use of the Premises (hereinafter such items shall be referred to as "Punch List Items"). With regard to any Punch

List items, Tenant shall provide written notice to Property Manager no later than thirty (30) days after the Commencement Date specifying such Punch List Items with reasonable particularity. No later than sixty (60) days after receipt of such notice, Property Manager shall cause such Punch List Items to be completed;

5.9.2. that the Tenant Improvements, other than Punch List Items, have been constructed in a good and workmanlike manner; and

5.9.3. that the Tenant Improvements, other than Punch List Items, have been constructed substantially in accordance with the Working Drawings.

5.10. AS-BUILT PLANS. Upon completion of any Tenant Improvements, other than those deemed to be Remodeling and Reconditioning, Tenant shall deliver to Property Manager, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications for the Tenant Improvements. Upon receipt, Property Manager shall transfer such plans to Landlord's Master Plans at a cost to be borne by Tenant.

5.11. PROPERTY OF LANDLORD AT TERMINATION.

5.11.1. Landlord's Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from Tenant Improvements ("Changes to Premises") shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. Landlord shall reserve the right to waive its entitlement to such ownership of any Changes to Premises and alternatively require Tenant to remove any Changes to Premises and to restore the Premises to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant. In addition, any of Tenant's furniture, fixtures, or equipment purchased with funds attributable to Landlord's Contribution shall, upon Tenant's exercise of its Early Termination Option, remain upon and be surrendered with the Premises and become the property of Landlord without credit to Tenant in accordance with Section 1.8.4 above. Such items of Tenant's furniture, fixtures, and equipment may be labeled and inventoried at Landlord's discretion in accordance with the County's Board of County Commissioners standard business practices.

5.11.2. Not Landlord's Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.11.2.1 comprises the entirety of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant's business ("Tenant's Business Equipment"). Except as otherwise provided for in Section 1.8.4 above, Tenant's Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant's Business Equipment, Tenant shall restore the Premises to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant. Nothing herein, however, shall be deemed to be a waiver of Landlord's entitlement to a lien for rent, pursuant to Section 10.1 below, or a waiver of any of Landlord's other remedies provided in Article 10 below.

5.11.2.1. The following items comprise the entirety of Tenant's Business Equipment.

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5.11.2.2. In the event that additional equipment and trade fixtures are installed in the Premises after the Effective Date of this Lease, Tenant shall provide notice to Landlord of such installation and this Lease shall thereafter be amended to include such additional items in the list of Tenant's Business Equipment. In the absence of such notification by Tenant, the determination of such additional items as either Changes to Premises or Tenant's Business Equipment shall be at the sole discretion of Landlord.

5.12. ALTERATIONS BY LANDLORD. The Amtrak Complex and Common Areas are at all times subject to the exclusive control and management of Landlord. Without limiting the generality of the foregoing, Landlord has the right in its management and operation of the Amtrak Complex to do and perform such acts in and to the Amtrak Complex as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of the Amtrak Complex, including:

5.12.1. Obstruct or close off all or any part of the Amtrak Complex for the purpose of maintenance, repair or construction;

5.12.2. Use any part of the Common Area for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities;

5.12.3. Change area, level, location, arrangement or use of the Amtrak Complex or any part thereof;

5.12.4. Construct other buildings, structures or improvements in the Amtrak Complex and make alterations thereof, additions thereto, subtraction therefrom, or rearrangements thereof, build additional stories on any building, and construct additional buildings or facilities adjoining or proximate to the Amtrak Complex;

5.12.5. Construct multiple deck, elevated or underground parking facilities, and expand, reduce or alter same in any manner whatsoever;

5.12.6. Construct or otherwise install community gardens in accordance with the County Board of County Commissioner's Community Garden Policy.

Notwithstanding the above, Tenant and its customers and employees shall at all times during Landlord's construction be granted ingress and egress to the Premises and be able to continue its operations. If Landlord's construction alters Tenant's usual means of ingress and egress and/or impacts accessibility of views of the storefront, Landlord, at its sole cost, shall provide Tenant temporary signage indicating they are "open for business".

## **Article 6.**

### **Insurance.**

6.1. TENANT'S INSURANCE. Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease, in the minimum coverage and amounts as follows:

6.1.1. LIABILITY INSURANCE. Tenant shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.2. AUTOMOBILE LIABILITY. Tenant shall provide automobile liability insurance coverage with combined single limits for bodily injury and property damage of no less than \$1,000,000 per accident including for a non-owned, hired automobile. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.3. WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE. To the extent applicable by law, Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

6.1.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of Tenant's policies required under Section 6.1 above shall be declared to and approved by Landlord.

6.1.5. LANDLORD AS ADDITIONAL INSURED. Landlord, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies and any other policy types not listed in this Lease, that include coverage for the following:



6.1.5.1. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;

6.1.5.2. products and completed operations of Tenant;

6.1.5.3. premises owned, occupied, or used by Tenant; or

6.1.5.4. automobiles owned, leased, hired, or borrowed by Tenant.

6.1.6. TENANT'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Lease, Tenant's insurance coverage pursuant to Sections 6.1.1 and 6.1.2, shall be primary insurance with respect to Landlord, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Landlord with respect to losses payable under such insurance coverage.

6.1.7. CERTIFICATES OF INSURANCE. Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Landlord prior to the commencement of Tenant's occupancy under this Lease. Landlord reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be cancelled by either Party except after thirty (30) days prior written notice has been given to Landlord. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida (the "Insurance Criteria").

6.1.8. OTHER ENDORSEMENTS REQUIREMENTS FOR TENANT'S INSURANCE. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:

6.1.8.1. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought (provided this provisions shall not apply to Tenant's insurance policies maintained pursuant to Section 6.1.3 above); and

6.1.8.2. that the companies issuing the insurance policy(ies) shall have no recourse against Landlord for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.

6.2. BLANKET POLICIES. Any of the insurance required by Tenant pursuant to this Lease may be carried in the form of blanket policies covering other property owned or leased by Tenant as well as the Premises, provided that (i) the policies otherwise comply in all respects with the provisions of this Lease, and (ii) the policies allocate to the Premises not less than the specified

coverage required pursuant to this Lease, without possibility of reduction or co-insurance by reason of any damage to any other premises named therein, so that the protection afforded under any policy of blanket insurance shall be no less than that which would have been afforded under a separate policy or policies relating only to the Premises. If the insurance required pursuant to this Lease shall be effected by any such blanket policies, Tenant shall first furnish or cause to be furnished to Landlord certificates of insurance showing the amount of insurance afforded by such policies that is applicable to the Premises.

6.3. **LANDLORD'S INSURANCE.** Landlord also agrees to carry and maintain a broad form commercial general liability insurance (written on an occurrence basis and including contractual liability coverage endorsement covering Landlord's indemnity obligations under this Lease in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 6.1 above). In addition, Landlord agrees to carry and maintain property insurance (with replacement cost coverage) covering the Amtrak Complex in the amount of not less than the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements. The insurance policies maintained by Landlord shall satisfy the Insurance Criteria. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

6.4. **WAIVER OF SUBROGATION RIGHTS.** Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Premises or the Amtrak Complex, or any improvements thereto, or any personal property of such Party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Lease (or, if any such Party fails to maintain the insurances and coverages such Party is required to maintain under this Lease, would have been insured had the applicable Party maintained the insurances and coverages such Party is required to maintain under this Lease), regardless of cause or origin, including negligence of the other Party hereto, its agents, employees, officers, partners, servants or shareholders, and each Party covenants that no insurer shall hold any right of subrogation against such other Party.

## **Article 7.**

### **Indemnification of the Parties.**

7.1. **TENANT'S INDEMNITY.** Tenant shall indemnify and hold harmless Landlord and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any injury or loss of property, personal injury, or death occurring in, on or about the Premises or the Amtrak Complex caused by the negligent or wrongful act or omission of Tenant. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Landlord (or would have been covered had Landlord maintained the insurance policies Landlord is required to maintain pursuant to the terms of this Lease).

7.2. **LANDLORD'S INDEMNITY.** Without waiving its right to sovereign immunity, Landlord shall, to the extent allowed by law, indemnify, save harmless, and defend Tenant promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Premises or the Amtrak Complex caused by the negligent or wrongful act or omission of Landlord. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Tenant (or would have been covered had Tenant maintained the insurance policies Tenant is required to maintain pursuant to the terms of this Lease).

7.3. **NOTICE OF INDEMNIFICATION.** A Party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such Party of any suit or proceeding and upon the indemnifying Party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 7.4 below.

7.4. **THIRD PARTY CLAIM PROCEDURE.** If a third party (including, without limitation, a governmental organization) asserts a claim against a Party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 7 by such Party against another Party to this Lease, the Party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 Business Days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the Party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five Business Days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The Parties agree to cooperate in defending such third party claims and the defending Party shall have access to records, information and personnel in control of the other Party or Parties which are pertinent to the defense thereof.

7.5. **REMEDIES CUMULATIVE.** Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the Parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the Parties hereto to elect among remedies.

7.6. **SURVIVAL.** The provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

**Article 8.**  
**Damage, Destruction and Condemnation.**

**8.1. DAMAGE OR DESTRUCTION TO PREMISES.**

8.1.1. **DAMAGE FROM CERTAIN CAUSES.** Neither Landlord nor any mortgagee(s) shall be liable or responsible to Tenant, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any cause beyond Landlord's control or for any damage or inconvenience which may arise through repair or alteration of any part of the Amtrak Complex.

8.1.2. **REPAIR AND RESTORATION.** If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the Parties rights, duties, and obligations under this Lease shall proceed in accordance with the following procedure:

8.1.2.1. **NOTICE.** In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

8.1.2.2. **PARTIAL DESTRUCTION.** Except as otherwise provided in Section 8.1.2.5 below, if the Premises are partially destroyed by fire or other casualty so as to render the Premises untenantable in whole or in part, the Rent provided for herein shall abate thereafter as to the portion of the Premises rendered untenantable until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.3. **TOTAL DESTRUCTION.** Except as otherwise provided in Section 8.1.2.5 below, if (i) the Premises or the Amtrak Complex are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (ii) the Premises are rendered untenantable in whole or in substantial part as a result of a fire or other casualty, and/or so damaged as to materially and adversely affect Tenant's business that it cannot operate and repairs as reasonably estimated by Landlord will take one hundred twenty (120) days or longer from the date of the casualty to complete, then either Party may terminate this lease within thirty (30) days from the date of the casualty by providing written notice to the other Party and all Rent owed up to the time of such damage or destruction shall be paid by Tenant and thenceforth this Lease shall terminate. In the event this Lease is not terminated, Landlord shall diligently pursue the repairs and Rent as provided for herein shall abate until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgment.

8.1.2.4. **OBLIGATION TO REBUILD.** If Landlord decides to rebuild the Premises, then Landlord shall commence and prosecute any repair work promptly and with reasonable diligence but shall only be obligated to restore or rebuild the Premises to Building Standard Condition; provided, however, Tenant may cause Landlord to rebuild or restore the Premises to the condition it was in prior to such damage or destruction if Tenant bears the cost, including rentals which are lost due to

any excess construction time, of such restoration or rebuilding to the extent the same exceeds the costs Landlord would have incurred had only Building Standard improvements been constructed.

8.1.2.5. TENANT NEGLIGENCE. If the Premises or any other portion of the Amtrak Complex is damaged by fire or other casualty resulting from the fault or negligence of Tenant or its agents, contractors, customers, employees, invitees, licensees, servants or visitors, the Rent shall not abate as to the portion of the Premises rendered untenable and Tenant shall be liable to Landlord for the cost of repair and restoration of the Amtrak Complex to the extent such Rent and costs are not covered by insurance proceeds.

## 8.2. CONDEMNATION.

8.2.1. TOTAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, Tenant may deem that all of the Premises are taken), or such portion thereof as shall make the Premises unusable, as determined by either Party, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date.

8.2.2. PARTIAL TAKING. If less than the whole of the Premises, or less than such portion thereof as shall make the Premises unusable as of the Taking Date, is taken, Base-Plus Rent, Additional Rent, and any other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

8.2.3. FULL COMPENSATION AWARD. All compensation awarded or paid upon a total or partial taking of the Premises or the Amtrak Complex including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for business damages or damage to, or cost of, removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

## **Article 9.**

### **Maintenance and Repairs.**

9.1. **LANDLORD'S OBLIGATIONS.** Landlord's obligation to maintain, repair, and otherwise keep in good working order the various components of the Amtrak Complex shall be governed as follows:

9.1.1. Maintaining the Amtrak Complex in an attractive and fully operative condition.

9.1.2. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of the Amtrak Complex; the exterior windows, exterior doors, exterior plate glass, and exterior walls of the Amtrak Complex including those that are contained in the Premises; all plumbing and sewer lines including, but not limited to, the common lines and the interior lines in the Premises; the HV/AC equipment servicing the Premises regardless of its location; the electrical and lighting facilities and equipment within the Premises, except for the replacement of light bulbs within such fixtures; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

9.1.3. In addition, but subject nevertheless to any applicable waiver or subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 9.1.2 above which damage was caused by Tenant's acts or omissions.

9.1.4. Landlord shall not be obligated to maintain or repair the interior surfaces of the walls in the Premises nor any other interior component of the Premises, except as required to repair any damage caused by the malfunction or failure of equipment maintained by Landlord.

9.1.5. Landlord shall not be obligated to make any repairs under this Section 9.1 until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) business days.

9.2. **TENANT'S OBLIGATIONS.** Tenant, at its sole cost and expense, shall keep in good order, condition and repair those components within the Premises not included in the list of Landlord's obligations in Section 9.1 above. As such, Tenant's obligations include, but are not limited to, keeping in good order and repair the interior walls and interior surfaces of exterior walls, ceilings, windows, doors and plate glass located within or upon the Premises. All repairs made by Tenant shall be at least of the same quality, design and class as that of the original work.

If Tenant refuses or neglects to make repairs and/or to maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. Such work shall be paid for by Tenant, as Additional Rent, promptly upon receipt of a bill therefore.

9.3. CONDITION UPON TERMINATION. Landlord's and Tenant's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon the termination of this Lease shall be governed as follows:

9.3.1. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

9.3.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 9.1 above.

9.3.3. Tenant shall repair, at Tenant's expense, any damage to the Premises or the Amtrak Complex caused by the removal of any of Tenant's personal property including, but not limited to, Tenant's Business Equipment as defined in Section 5.11.2 above.

9.3.4. In no event, however, except as provided in Section 5.11.2 above, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

9.3.4.1. any power wiring or power panels; lighting or lighting fixtures;

9.3.4.2. any millwork and cabinetry;

9.3.4.3. any wall coverings; drapes, blinds or other window coverings;

9.3.4.4. any carpets or other floor coverings;

9.3.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or

9.3.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

9.4. UTILITIES. Tenant shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to, gas, water, (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services, or any similar service. In the event that any charge for any utility supplied to the Premises is not paid by Tenant to supplier when due, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord as Additional Rent promptly upon demand. Additionally, if Landlord shall elect to supply any utilities to the Premises, then Tenant shall pay to Landlord the cost of its utility consumption and the cost of supplying separate metering devices if necessary. Landlord agrees that the cost to Tenant of any utilities supplied by Landlord shall not exceed the amount Tenant would have paid if it independently obtained such service from the local utility supplier. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Amtrak Complex.

**Article 10.**  
**Default and Remedies; Landlord's Lien for Rent.**

10.1. LANDLORD'S LIEN FOR RENT. In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord, its successors, and assigns, a lien on all property of Tenant now or hereafter found upon or off the Premises, as provided in Chapter 83, Florida Statutes, as they may be amended from time to time, and as otherwise provided by law.

10.2. DEFAULT BY TENANT.

10.2.1. EVENTS OF DEFAULT. The occurrence of any of the following events, either by Tenant or by any guarantor of any of Tenant's obligations hereunder, shall be considered an event of default by Tenant under this Lease.

10.2.1.1. the failure by Tenant to pay any sum of money to be paid by Tenant under this Lease and such failure continues for five (5) days after receipt of written notice from Landlord;

10.2.1.2. the failure by Tenant to comply with or perform any of the other terms, provisions, covenants or conditions which Tenant is required to observe and to perform, and any of such failures or actions continue for a period of ten (10) days after notice thereof; provided, however, if the nature of the default is such that it cannot be cured with the exercise of Tenant's diligent efforts within the ten (10) day period, Tenant shall have up to thirty (30) days from the date of Landlord's notice to cure such default, provided Tenant undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using Tenant's best efforts;

10.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof, unless such vacation or abandonment is in accordance with the provisions of Section **Error! Reference source not found.**;

10.2.1.4. if Tenant is a corporation, if Tenant ceases to exist as a corporation in good standing in the state of its incorporation, or, if Tenant is a partnership or other entity, if Tenant is dissolved or otherwise liquidated;

10.2.1.5. a general assignment by Tenant for the benefit of creditors;

10.2.1.6. the filing of any voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged or unstayed for a period of sixty (60) days, provided, that in the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;



10.2.1.7. the admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed;

10.2.1.8. the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or the Premises; or

10.2.1.9. the employment of a receiver to take possession of substantially all of Tenant's assets or the Premises.

10.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver. Notwithstanding anything to the contrary contained herein, Landlord agrees to exercise commercially reasonable efforts to mitigate its damages.

10.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

10.2.2.2. Landlord may terminate Tenant's right of possession to the Premises without terminating this Lease.

10.2.3. SURRENDER OF POSSESSION. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord shall have full and free license to enter into and upon the Premises for the purpose of repossessing the Premises, expelling and removing Tenant and persons occupying the premises pursuant to law and removing any and all property therefrom and changing all the door locks of the Premises. Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Notwithstanding the foregoing, Landlord may not exercise self-help.

10.2.4. BENEFIT OF THE BARGAIN. If Landlord terminates this Lease pursuant to Section 10.2.2.1 above, Landlord shall have the right at any time, at its option, to require Tenant to pay to Landlord, on demand as liquidated and agreed final damages in lieu of Tenant's liability under any other provision of this Lease, an amount equal to the aggregate of the following:

10.2.4.1. the present value (determined using a discount rate equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the terms and provisions of this Lease had been fully complied with by Tenant. In addition, there shall be recoverable from Tenant:

10.2.4.2. the cost of restoring the Premises to Building Standard Condition, normal wear and tear excepted;

10.2.4.3. all accrued, unpaid sums, plus interest at the maximum rate allowed by law, for past due sums up to the date of termination;

10.2.4.4. Landlord's cost of recovering possession of the Premises; and

10.2.4.5. any other sum of money or damages owed by Tenant to Landlord.

#### 10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease pursuant to Section 10.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

10.2.5.1.1. the costs incurred by Landlord in reletting the Premises, including, without limitation, remodeling costs, brokerage fees, legal fees, advertising costs and the like;

10.2.5.1.2. the accrued sums, plus interest and late charges if in arrears, under the terms of this Lease;

10.2.5.1.3. Landlord's cost of recovering possession of the Premises; and

10.2.5.1.4. the cost of storing any of Tenant's property left on the Premises after reentry.

10.2.5.2. CONTINUING RIGHTS. Notwithstanding any such reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease and exercise its rights under Section 10.2.4 above for such previous breach; provided, however, that Tenant shall be credited for any rent received by Landlord from a new tenant, as provided in Section 10.2.5.1 above, in determining the amount of Landlord's damages. Notwithstanding any provision in this Section 10.2.5 to the contrary, upon the default of any substitute tenant or upon the expiration of the lease term of such substitute tenant before the expiration of the

Term, Landlord may, at Landlord's election, either relet to still another substitute tenant or terminate the Lease and exercise its rights under Section 10.2.4 above.

10.2.6. STORAGE OF PROPERTY. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises, other than any files and other documents which are subject to attorney-client privilege, shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

10.2.7. COSTS. Upon any default by Tenant and subject to Section 10.2.4 above, Landlord shall be entitled to receive from Tenant the payment of costs as follows:

10.2.7.1. Tenant shall pay to Landlord on demand all fees and costs, including reasonable attorneys' fees and costs, incurred by Landlord, whether incurred in preparation for or at trial, on appeal, or in bankruptcy, in enforcing any of the obligations of Tenant under this Lease;

10.2.7.2. Tenant shall pay to Landlord any reasonable expenses incurred by Landlord in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing); and

10.2.7.3. Tenant shall pay to Landlord any other expenses reasonably incurred by Landlord.

10.2.8. WAIVER. No delay or omission by Landlord in exercising a right or remedy as provided in this Section 10.2 shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

10.3. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.4. HOLDING OVER. If Tenant holds over after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for the Premises one hundred fifty percent (150%) of the amount of Monthly Base-Plus Rental then payable for the entire holdover period calculated and prorated on a daily basis. No holding over by Tenant after the Term shall be construed to extend the term of this Lease. In the event of any unauthorized holding over in excess

of sixty (60) days, Tenant shall indemnify Landlord in accordance with Article 7 above against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and for all other actual losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

10.5. **ATTORNEY'S FEES.** In addition to Landlord's entitlement to costs as provided in Section 10.2.7 above, if either Party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other Party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting Party prevail in such suit, the defaulting Party agrees to pay the other Party's reasonable attorneys' fees and costs.

## **Article 11.**

### **Protection of Lenders.**

11.1. **SUBORDINATION AND ATTORNMENT.** This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord, its successors, or assigns shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises or the Amtrak Complex, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement may provide, at the option of such mortgagee or ground lessor, that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises. If Landlord's interest in the Amtrak Complex, or that of its successors or assigns, is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Lease, Premises or the Amtrak Complex and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

11.1.1. Notwithstanding anything contained in this Lease to the contrary, any subordination and/or attornment set forth in Section 11.1 above shall be conditioned upon Landlord causing any future mortgagee or ground lessor to enter into an agreement confirming such subordination, attornment and non-disturbance in a commercially reasonable form.

11.1.2. No later than thirty (30) days after the Effective Date hereof, Landlord shall obtain for the benefit of Tenant from any current mortgagee or ground lessor a non-disturbance agreement in a commercially reasonable form.

11.2. ESTOPPEL CERTIFICATES AND SUBORDINATION AND NON-DISTURBANCE AGREEMENT. Within fifteen (15) days of receipt of written request from Landlord, any lender, or at the request of any purchaser of the Amtrak Complex, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, the following information. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord the following information:

11.2.1. a description of any renewal or expansion options, if any;

11.2.2. the amount of rent currently and actually paid by Tenant under this Lease;

11.2.3. that the Lease is in full force and effect as modified;

11.2.4. that Tenant is in possession of the Premises;

11.2.5. stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and

11.2.6. stating whether Tenant or Landlord has claims against the other Party and, if so, specifying with particularity the nature and amount of such claim.

## **Article 12.**

### **Telecommunications.**

12.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

12.1.1. "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, cable television service, data service, internet service, fiber optics service, annunciator service, and other similar services that may not exist as of the Effective Date of this Lease but are created thereafter.

12.1.2. "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

12.2. IN GENERAL. All Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring for workstation operations within the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely in the Premises and the telephone closet(s) designated to serve the Premises, in accordance with rules and regulations adopted by Landlord from time to time.

12.3. MAINTENANCE. Landlord shall have no responsibility for the maintenance of Tenant's Telecommunications Equipment or for any wiring or other infrastructure to which Tenant's Telecommunications Equipment may be connected.

12.4. INTERRUPTION OF SERVICE. Tenant agrees that, to the extent any of Tenant's Telecommunication Services are interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off Telecommunications Equipment at any time in the event of emergency and at any time other than during Tenant's business hours as necessary in connection with the operation of the Amtrak Complex or installation of Telecommunications Equipment for other tenants of the Amtrak Complex.

12.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed in the Premises or elsewhere in the Amtrak Complex by or on behalf of Tenant after the Effective Date of this Lease shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. With regard to installations of Telecommunications Equipment elsewhere outside the Premises, Tenant shall, at Tenant's expense, promptly remove any such Telecommunications Equipment in the event Tenant discontinues or otherwise abandons the use of such Telecommunications Equipment at any time during the Term of this Lease.

12.6. NEW PROVIDER SELECTION; INSTALLATION. In the event that Tenant wishes at any time to utilize the services of a Telecommunications Services provider whose equipment is not then servicing the Amtrak Complex, the installation of such Telecommunications Services provider's lines and other equipment, other than those involving only wiring for workstation operations within the Premises, shall not be permitted unless and until the following conditions are satisfied:

12.6.1. No Telecommunications Services provider shall be permitted to install its lines or other equipment within the Amtrak Complex without first securing the prior written approval of Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the Telecommunications Services provider.

12.6.2. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval:

12.6.2.1. Landlord shall incur no expense whatsoever with respect to any aspect of the Telecommunications Services provider's provision of its services, including without limitation, the costs of installation, materials and services;

12.6.2.2. prior to commencement of any work in or about the Amtrak Complex by the Telecommunications Services provider, the Telecommunications Services provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial

statements, and such other items as Landlord reasonably determines to be necessary to protect its financial interests and the interests of the Amtrak Complex relating to the proposed activities of the Telecommunications Services provider;

12.6.2.3. the Telecommunications Services provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Amtrak Complex, Tenants of the Amtrak Complex, and Landlord;

12.6.2.4. Landlord shall reasonably determine that there is sufficient space in the Amtrak Complex for the placement of all of the Telecommunications Services provider's equipment and materials;

12.6.2.5. the Telecommunications Services provider agrees to abide by Landlord's requirements, if any, that the Telecommunications Services provider use existing the Amtrak Complex conduits and pipes or use building contractors, or other contractors approved by Landlord;

12.6.2.6. Landlord receives from the Telecommunications Services provider such compensation as is reasonably determined by Landlord to compensate it for space used in the Amtrak Complex for the storage and maintenance of the Telecommunications Services provider's equipment, for the fair market value of a Telecommunications Services provider's access to the Amtrak Complex, and for the costs which may reasonably be expected to be incurred by Landlord;

12.6.2.7. the Telecommunications Services provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Telecommunications Services provider's equipment is complete; and

12.6.2.8. all of the foregoing matters are documented in a written license or other agreement between Landlord and the Telecommunications Services provider, the form and content of which is reasonably satisfactory to Landlord.

12.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective Telecommunications Services provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other third party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Lease.

12.7. WIRELESS TELECOMMUNICATIONS EQUIPMENT. Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on the Amtrak Complex, without

Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Amtrak Complex, and the other tenants therein, in a manner similar to the arrangements described in this Article 12.

12.8. INTERFERENCE WITH OTHERS. In the event that Telecommunications Equipment installed by or at the request of Tenant within the Premises after the Effective Date of this Lease, or elsewhere within the Amtrak Complex, causes interference to equipment used by Landlord or another occupant installed prior to the date of Tenant's installation, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and others, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative Telecommunications Equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such Telecommunications Equipment, and, at Landlord's discretion, remove such Telecommunications Equipment in accordance with Section 12.5 above.

### **Article 13.**

#### **Miscellaneous Provisions.**

13.1. LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the owner of the fee title to the Amtrak Complex or the leasehold estate under a ground lease of the Amtrak Complex at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

13.2. SECURITY DEPOSIT. Tenant shall not be required to pay a security deposit to Landlord.

13.3. INTERPRETATION. The captions of the Paragraphs of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, subcontractors, invitees, successors or others using the Premises or the Amtrak Complex with Tenant's expressed or implied permission. This Lease shall not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

13.4. INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease contains and embodies the entire agreement of the Parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment,



modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

13.5. NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows:

13.5.1. Any of the following forms of delivery are acceptable:

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

13.5.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease, with a copy to the following:

Attn: _____

With a copy delivered to:

Attn: _____

13.5.3. Notices to Landlord shall be delivered to:

Leon County Facilities Management Division  
1907 South Monroe Street  
Tallahassee, FL 32301

With a copy delivered to:  
Herbert W. A. Thiele, Esq.  
Leon County Attorney's Office  
301 S. Monroe Street, Suite 202  
Leon County Courthouse  
Tallahassee, FL 32301

13.5.4. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either Party may change its notice address upon written notice to the other Party, given in accordance herewith by an authorized officer, partner, or principal.

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

13.7. **WAIVERS.** All waivers must be in writing and signed by the waiving Party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

13.8. **NO RECORDATION.** Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

13.9. **JOINT AND SEVERAL LIABILITY.** All Parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

13.10. **FORCE MAJEURE.** The performance by either Party to this Lease of its obligations, except the payment of Rent or other sums of money, shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of the other Party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

13.11. **EXECUTION OF LEASE.** Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, or and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant is the first Party to execute this Lease, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any Party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the Parties in accordance with, but on and subject to, the terms and conditions of this Lease.

13.12. NO RIGHT OF FIRST REFUSAL. Other than as specifically provided in this Lease, in no event shall this Lease constitute a right of first refusal for Tenant to purchase or lease any other portion of the Premises or the Amtrak Complex.

13.13. AUTHORITY.

13.13.1. TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant and each Party, individually, executing this Lease on behalf of Tenant, intending that Landlord rely thereon, represents and warrants to Landlord as follows:

13.13.1.1. Tenant and the Party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

13.13.1.2. this Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

13.13.1.3. Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.1.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

13.13.2. LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

13.13.2.1. Landlord, and the Party executing on behalf of Landlord, are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

13.13.2.2. this Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

13.13.2.3. Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.2.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

13.14. FLORIDA LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

13.15. COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

13.16. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

13.17. APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Amtrak Complex or any of their respective agents, partners or employees that such plans and specifications are either (i) complete or suitable for their intended purpose, or (ii) in compliance with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Amtrak Complex nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

13.18. RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

13.19. BROKER'S FEE.

13.19.1. REPRESENTATION. Landlord and Tenant covenant, represent, and warrant to each other, with regard to any dealings or negotiations with any broker or agent in connection with the consummation of this Lease, that the only such dealings and negotiations have been with Graham Stewart, on behalf of Landlord (the "Landlord Broker"), and no one on behalf of Tenant ("Tenant's Broker").

13.19.2. COMMISSIONS. Landlord and Tenant acknowledge and agree that any and all commissions due to Landlord Broker and Tenant Broker shall be paid by Landlord through an agreement separate and apart from this Lease.

13.19.3. INDEMNITY. Tenant agrees to indemnify and hold harmless Landlord, in accordance with the procedure in Article 7 above, and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any

trial or appellate level or post judgment), in connection with any claims for fees or commissions from anyone other than the Tenant Broker with whom Tenant has dealt in connection with the lease of the Premises. Landlord agrees, without waiving its right to sovereign immunity and only to the extent allowed by law, to indemnify and hold harmless Tenant, in accordance with the procedure in Article 7 above, promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any claims for fees or commissions from anyone other than Landlord Broker with whom Landlord has dealt in connection with the lease of the Premises.

13.20. **WAIVER OF TRIAL BY JURY.** Landlord and Tenant each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease.

13.21. **RIDERS AND EXHIBITS.** All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part of this Lease and are hereby incorporated.

13.22. **TENANT ASSIGNMENT.** Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but with written prior notice to Landlord with such notice to include details regarding the transaction, purporting to comply with the terms of this Lease sublet all or any portion of the Premises or assign this Lease to (i) a parent, subsidiary, affiliate, division or entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation or other entity related to Tenant by merger, consolidation, reorganization or government action, (iii) an individual or entity that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

13.23. **LANDLORD ASSIGNMENT.** Subject to Section 13.1 above, Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

13.24. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease).

13.25. **HAZARDOUS MATERIAL.**

13.25.1. "Hazardous Material" shall mean any of the following:

13.25.1.1. oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Amtrak Complex or to persons on or about the Amtrak Complex or (ii) cause the Amtrak Complex to be in violation of any Hazardous Materials Laws (as defined below);

13.25.1.2. asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas;

13.25.1.3. chemical, material or substance defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous waste”, “restricted Hazardous waste”, or “toxic substances” or words of similar import under any applicable local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Federal Clean Air Act, 42 U.S.C. §7401, et seq.; the Federal Clean Water Act, 33 U.S.C. §1151, et seq.; the National Environmental Policy Act, 42 U.S.C. §1857, et seq.; the Regulations of the Environmental Protection Agency, 33 C.F.R. and 40 C.F.R.; Chapters 373, 376, 380 and 403 of the Florida Statutes and rules related thereto, including Chapters 17, 27 and 40 of the Florida Administrative Code; and all Leon County environmental protection ordinances or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect;

13.25.1.4. other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Amtrak Complex or the owners and/or occupants of property adjacent to or surrounding the Amtrak Complex, or any other person coming upon the Amtrak Complex or adjacent property; and

13.25.1.5. other chemicals, materials or substances which may or could pose a hazard to the environment.

13.25.2. “Hazardous Materials Claims” shall mean any enforcement, cleanup, removal, remedial or other governmental or regulatory actions, agreements or orders instituted pursuant to any Hazardous Materials Laws; and any claims made by any third party against Landlord, Tenant or the Amtrak Complex relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

13.25.3. “Hazardous Materials Laws” shall mean any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the

environmental conditions on, under or about the Amtrak Complex, including, without limitation, soil, groundwater and indoor and ambient air conditions.

13.25.4. Tenant shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the Premises, regardless of when they become effective, including, without limitation, all Hazardous Materials Laws (collectively, "Laws"). Landlord shall comply with all Hazardous Materials Laws with respect to common areas of the Amtrak Complex. Tenant shall promptly cure and satisfy all Hazardous Materials claims arising out of or by reason of the activities or businesses of Tenant, its sub-tenants, or the agent contractors, businesses or employees of Tenant or any sub-tenant. Nothing done by Tenant in its use of occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Amtrak Complex.

13.25.5. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is disreputable or productive of fire hazard, or permit anything to be done that would increase the rate of fire or other insurance coverage on the Amtrak Complex and/or its contents. If Tenant does or permits anything to be done that shall increase the cost of any insurance policy required to be carried hereunder, then Tenant shall reimburse Landlord, upon demand, for any such additional premiums. Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed. Nothing done by Tenant in its use or occupancy of the Premises shall create, require or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Amtrak Complex.

13.25.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises or the Amtrak Complex by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, other than drinking cups, office supplies and similar substances commonly found in commercial office buildings and in Tenant's business in quantities or concentrations that do not violate any Laws and (ii) any violation of the Laws. If Tenant breaches the obligations stated in the preceding sentence, or if contamination of the Premises by Hazardous Material occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, or if Tenant's activities or those of its contractors, agents, employees, businesses (or those of its subtenants) result in or cause a Hazardous Materials Claim, except if caused by Landlord's negligence or willful misconduct, then Tenant shall indemnify, defend, protect and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Amtrak Complex, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Amtrak Complex, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site

conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Amtrak Complex caused by Tenant and not by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

13.25.7. Incidents Triggering Landlord Requirements. In the event of the occurrence of any of the following incidents involving Hazardous Materials, Landlord shall, at its sole cost and expense, promptly take all action in response to such situation required by Hazardous Materials Laws. Landlord's responsibility shall extend only to incidents involving Hazardous Materials in the Amtrak Complex, exclusive of the Premises to the extent caused by Tenant, except if caused by Landlord's negligence or willful misconduct. The incidents giving rise to such requirements of Landlord include, but are not limited to, the following:

13.25.7.1. activity by Landlord giving rise to a release of Hazardous Materials in the Amtrak Complex, exclusive of the Premises, that is not in compliance with Hazardous Materials Laws or permits issued thereunder;

13.25.7.2. activity by Landlord giving rise to any claim or requiring a response under Hazardous Materials Laws or permits issued thereunder;

13.25.7.3. activity by Landlord causing a significant public health effect; or

13.25.7.4. activity by Landlord creating a nuisance.

13.25.8. Landlord Indemnification. Landlord agrees that Landlord's indemnity of Tenant as set forth in Section 7.2 above shall be applicable to any and all claims and demands in connection with the following activities of Landlord in the Amtrak Complex, exclusive of the Premises, which occur during the Term of this Lease and which arise from events or conditions that came into existence after the Commencement Date, except if caused by Tenant's negligence or willful misconduct:

13.25.8.1. any release, threatened release, or disposal of any Hazardous Materials at the Amtrak Complex by Landlord; or

13.25.8.2. Landlord's violation of any Hazardous Materials Laws at the Amtrak Complex, pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

Landlord's indemnification shall not be applicable to any claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) suffered or incurred by Tenant in or on the Premises except if caused by Landlord's negligent or wrongful act or omission.

#### **Article 14.**

##### **Services**

14.1. LANDLORD SERVICES TO TENANT. Throughout Term, Landlord agrees that, without charge (except as expressly set forth in Article 3 above), it will furnish to Tenant



the following services for the Common Areas in accordance with standards no less than Building Standard Condition:

14.1.1. Electricity for normal lighting purposes twenty-four (24) hours a day seven (7) days a week, in a manner consistent with in other office-warehouse centers of comparable quality in the Tallahassee Area and equivalent to the level of electrical service being provided by the Landlord in the Amtrak Complex on the Effective Date hereof;

14.1.2. Normal and usual cleaning services for the Common Areas to be provided as reasonably needed, but in no event less frequent than once per month for the parking areas and once per week for the other Common Areas;

14.1.3. All electric bulbs, ballasts and fluorescent tubes and replacements thereof in Building Standard light fixtures in the Common Areas;

14.1.4. Lamping of all Building Standard ceiling lighting fixtures in the Common Areas.

14.2. In the event of an interruption of services for the Common Areas, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

**DOMI EDUCATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

\_\_\_\_\_

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

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

(Corporate Seal)

**LEON COUNTY, FLORIDA**

\_\_\_\_\_

By: \_\_\_\_\_

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

Vincent S. Long  
Its County Administrator

\_\_\_\_\_

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

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

ATTEST:

Bob Inzer, Clerk of the Court,  
Leon County, Florida

Approved as to Form:  
Leon County Attorney's Office

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Herbert W. A. Thiele, Esq.

# Exhibit "A"

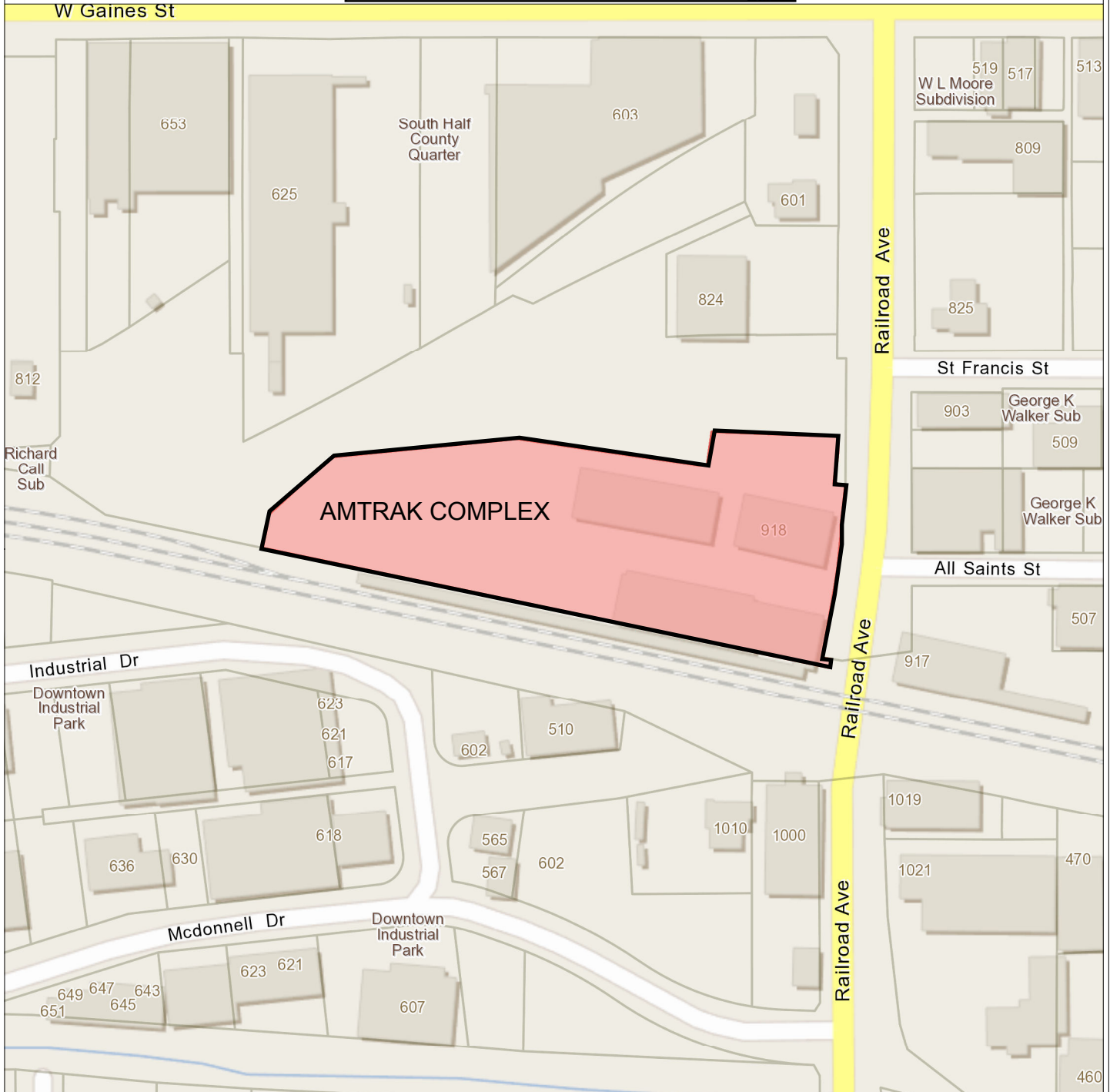
Attachment #2  
Page 47 of 53

315 S. Calhoun St  
Tallahassee, FL 32301

**Bert Hartsfield, CFA**  
Leon County Property Appraiser



Phone - (850) 606-6200  
www.leonpa.org



## Amtrak Complex

### Legend

- |           |                               |
|-----------|-------------------------------|
| Parcels   | Hospital                      |
| River     | Retail Center                 |
| Waterbody | Stadium                       |
| Buildings | School, College or University |
| Parks     | City                          |
|           | Unincorporated County         |

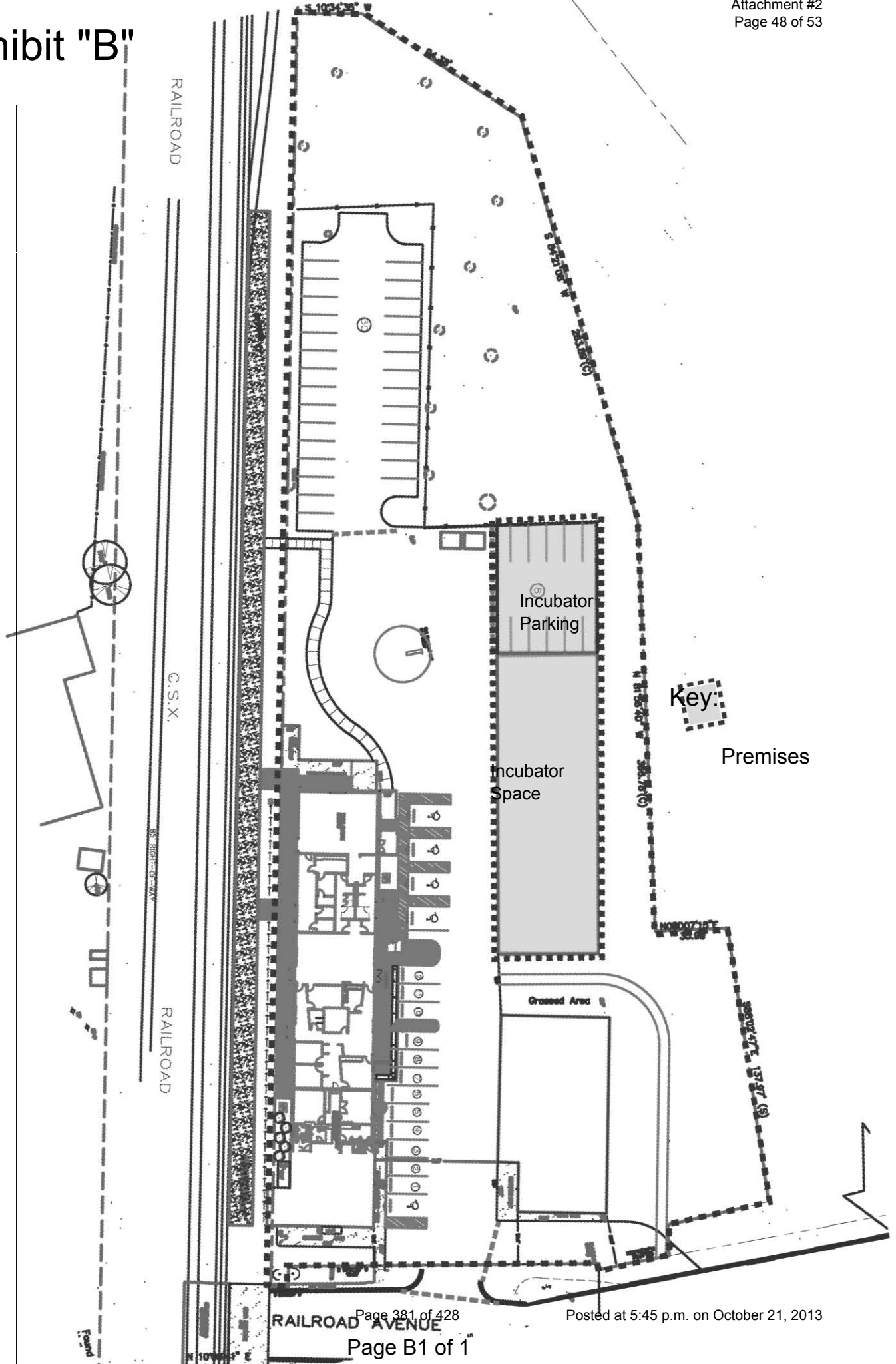
0 115 230 460 Feet

Date Drawn: Oct 16, 2013



**DISCLAIMER:** This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

# Exhibit "B"



## Exhibit “C”

### **PROGRAMMING AND COMMUNITY COLLABORATION REQUIREMENTS**

The terms used in this Exhibit “C” shall have the same meanings as ascribed to them in the Lease. Tenant’s provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall have full discretion with regard to all matters relating to members of the Business Incubator program (hereinafter referred to as “Members”) including, but not limited to, the selection of, investment in, and the graduation or removal of Members.
2. Tenant shall provide to Members comprehensive Business Incubator services including, but not limited to, access to mentors, a continual learning environment through workshops and guest speakers, and guidance on product development to help secure private investment.
3. When appropriate, Tenant shall utilize, coordinate, and partner with local economic development support organizations and institutions of higher learning including, but not limited to, the Economic Development Council (the “EDC”), the FAMU Small Business Development Center, Innovation Park, Florida State University, Florida A&M University, Tallahassee Community College, and The Jim Moran Institute to fulfill its programming and community collaboration requirements.
4. Tenant shall partner with the County and EDC to host two ‘open house’ events each year on the Premises to feature the Business Incubator and its Members, their startup businesses, and the Business Incubator partners.
5. Tenant shall partner with the EDC to host and coordinate two private social activities on the Premises each year to help immerse the Members with local business leaders. The use of the Premises for such collaborative activities shall be provided free of charge to the EDC who would be responsible for all other costs associated with the activities.
6. Tenant shall partner with the EDC to offer, at a minimum, quarterly training opportunities for local entrepreneurs that are not affiliated with Tenant’s Business Incubator program. Said training shall be coordinated by the EDC in conjunction with Tenant and may take place on the Premises or at another location as mutually agreed to by Tenant and the EDC.
7. Tenant shall take the lead in developing two signature events each year, with the County serving as a co-host, that are designed to attract, develop, and showcase the local technology workforce and community (for example, Startup Weekend, Codefest, Hackathon, etc.). Said events shall be designed to attract a diversity of participants that also help bridge both town and gown technology communities. One of the required events shall be held during National Entrepreneur Month in November of each year.
  - a. These signature events shall not conflict with a regularly scheduled meeting of the County’s Board of County Commissioners (the “BOCC”), the Blueprint 2000

Intergovernmental Agency (the "IA), or the EDC. For purposes of compliance with this requirement, Tenant hereby acknowledges that the BOCC regularly meets two times per month, and that the IA and the EDC regularly meet one time per month.

8. Tenant shall authorize the County, the EDC, and the local institutions of higher learning to promote Tenant's Business Incubator program and its Members, activities, and success stories in an effort to enhance the awareness of the Business Incubator program. Tenant may reserve the right to approve written promotional materials so that sensitive and/or other non-public information is not inadvertently published.
9. With the support and assistance from the County and local economic development organizations, Tenant shall make all reasonable efforts to encourage successful startup businesses to grow their business in Leon County.

## Exhibit “D”

### **REPORTING REQUIREMENTS**

The terms used in this Exhibit “D” shall have the same meanings as ascribed to them in the Lease. Tenant’s provision of Incubation Management and Operation Services shall require compliance with and satisfaction of the following guidelines and requirements:

1. Tenant shall maintain a website that offers a profile of members of the Business Incubator program (hereinafter referred to as “Members”) and links to Members’ individual company websites and website pages.
  - a. The County Seal shall be prominently displayed on Tenant’s Business Incubator home page under the section for sponsors and partners.
2. The County may require up to three oral reports or presentations each year to be delivered to the County’s Board of County Commissioners (the “BOCC”), the Economic Development Council (the “EDC”), or participation in economic development events as determined by the County.
3. A representative from Tenant shall meet with the County’s Director of Economic Development & Business Partnerships once each quarter to discuss the progress of Tenant’s Business Incubator program, programming and space needs, event coordination, and other related matters.
4. The County will require one written report annually by November 1<sup>st</sup> of each year, providing a summation of Tenant’s Business Incubator activities, programs, Members, and businesses over the course of the County fiscal year (October 1<sup>st</sup> – September 30<sup>th</sup>) to include the following information:
  - a. A profile of all Members that resided at Tenant’s Business Incubator during the fiscal year and a brief synopsis of their startup business.
    - i. This shall include a status report of Members from prior years that received investments or had successfully moved beyond Tenant’s Business Incubator, or ‘graduated’ from Tenant’s Business Incubator program, to the extent that such information is reasonably available.
    - ii. A brief explanation of successful Members that relocated to another market, the reasons for their relocation, and the efforts made to retain those Members, to the extent that such information is reasonably available.
    - iii. Beginning with the submission of the annual report on November 1, 2017, Tenant shall include and track the number of jobs created by Members within the Tallahassee MSA. Where possible, this should include data on the valuation of Members’ businesses and median salary information.

- b. The cumulative amount of capital invested in Members' businesses including a listing of the funding sources (for example, Mosley Ventures, FSU Angels, Vision 2020, In-Market Private Investor, Out-of-Market Private Investor) and the total amount of funds secured from outside the Tallahassee MSA.
  - i. Tenant will not be required to disclose the specific amount of funds invested by each such funding sources unless there happens to be a singular investor.
  - ii. Tenant will not be required to disclose the names of individual investors or their specific amount of investment.
  - iii. Tenant will not be required to disclose the amount of funds invested in to individual Members.
- c. A summary of the membership levels for Tenant's Business Incubator and the price structure for such membership levels.
- d. A summary of the community and public events hosted, or participated in, by Tenant including the purpose of the event, the number of participants, and other pertinent information.
- e. Prospective community and public events planned for the next fiscal year.
- f. Recognition of community partners that supported Tenant's Business Incubator and its Members with either financial contributions or in-kind contributions.



## **Exhibit “E”**

### **RULES AND REGULATIONS FOR AMTRAK COMPLEX**

Tenant shall observe the following rules and regulations for the Amtrak Complex.

**1. [TO BE PROVIDED AT LATER DATE]**

# Leon County

## Board of County Commissioners

### Budget Workshop Item #14

July 8, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** Acceptance of Staff Report to Convert the Old Elections Warehouse on Railroad Avenue in to an Urban Incubator; Approve \$250,000 for Capital Improvements, and; Direct Staff to Finalize Community Incubator Structure and Secure Formal Commitments from Partner Organizations

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director of the Office of Financial Resources Stewardship
<b>Lead Staff/ Project Team:</b>	Ken Morris, Director of Economic Development and Business Partnerships

**Fiscal Impact:**

This budget discussion item recommends converting the old elections warehouse in to an urban incubator at a capital cost of \$250,000 which is contemplated in the tentative FY 2014 budget. It also seeks Board approval to finalize the structure and formal commitments from partner organizations which will require future County operating funds at a level to be determined based on the participation level of partner organizations. Should the Board adopt the staff recommendations, an agenda item will be brought back for consideration prior to the expenditure of any funds.

**Staff Recommendation:**

- Option #1: Accept staff report on converting the old elections warehouse in to an urban incubator and approve \$250,000 for capital improvements (included in the FY 2014 preliminary budget).
- Option #2: Direct staff to finalize the community incubator structure and secure formal commitments from partner organizations for a mixed-use urban incubator by the October 29, 2013 Commission meeting.
- Option #3: Direct staff to continue engaging qualified private sector interests to evaluate alternative incubator management proposals.

# **A Comprehensive Plan for Job Creation and Student Career Success**

at  
**Florida State University**  
**September 2013**

## **Prospectus**

Florida State University is implementing a seven-point comprehensive plan to expand our current efforts to promote the career success of our students and to create jobs through economic development and innovation:

The implementation includes:

### **1. Creating a Culture of Entrepreneurship**

Florida State University is actively transforming its culture, becoming a truly entrepreneurial university by

- opening the College of Business to other majors,
- hiring faculty who are “professors” by virtue of practice and experience in developing products and building companies,
- creating successful partnerships between “inventors” and potential entrepreneurs,
- advancing competitions that support new licenses, new processes, and startup companies,
- creating a FSU-branded platform that attracts investors, and
- creating a student innovation foundation that enables student entrepreneurship.

Our objective is a culture change that promotes the transition from invention and creativity to the marketplace, while simultaneously ensuring student success.

### **2. Promoting patents, licensing, and startup companies**

Florida State University is enjoying record-breaking success in promoting patents, licensing and startup companies. However, new opportunities for public-private partnerships promise even greater success.

### **3. Investing in Innovation - promoting job creation and student experiences leading to career opportunities**

Universities have the difficult challenge of predicting market changes and student career opportunities four to five years into the future, but an analysis of available data suggests a two-fold approach to investment:

- a focus on increasing our quality and national ranking, which is correlated nationally with job success and higher starting salaries, and
- careful investment in areas that are sufficiently innovative that they will create market growth and career opportunities for our students.

4. Economic Development in the Tallahassee region

Florida State University is becoming increasingly engaged in the economic development in our region and the State. Our approach is three-fold:

- participate at a high level in economic development councils and chambers,
- incubate start-up companies based on FSU intellectual property, and
- help transform the region as a destination and as a community that attracts businesses.

5. Accessing the Power of a FSU, FAMU, TCC Partnership

Tallahassee has three unique higher education institutions within a 5-mile radius, which together offer an extraordinarily broad set of degree and associate degree opportunities. We have agreed to work together to promote economic development. Together, we are committed to providing the workforce needs of any company that locates within our region and we are ready to be at the table in recruiting new companies to Florida. The power of the three institutions in attracting new business opportunities to the region and to Florida has not been tapped, yet the potential is enormous.

6. Embedding Student Career Success in the Curriculum

Florida State University proposes to ensure that every student recognizes and understands the career opportunities, types of employers and salary potential of every major, that career success is embedded in our curricula, and that we provide the types of experiential learning that promote student success. We have the potential to help students make meaningful choices through a map of the knowledge, skills and abilities that occupations require, and to ensure that we align these with various degree programs.

7. Advancing Career Readiness through the Career Center

Florida State University has a highly regarded Career Center dedicated to ensuring career readiness and promoting career success. As student demand grows with the University's increased commitment to student career success, we propose to expand our programming and fully engage our alumni in promoting student success.

Some elements of this plan are focused largely on job creation while others are focused more on student career success. However, every effort to focus on job creation aids in student success, and our effort to promote student career success creates a focus that crosses the university. In concert, these seven areas of focus will have a transformative impact on the students at Florida State University and on the economic development of Florida and our region.

## 1. Creating a Culture of Entrepreneurship

**Florida State University is actively transforming its culture, becoming a truly entrepreneurial university by opening the College of Business to other majors, hiring faculty who are “professors” by virtue of practice and experience in developing products, new processes and building companies, creating successful partnerships between “inventors” and potential entrepreneurs, advancing competitions that support new licenses and startup companies, creating a FSU-branded platform that attracts investors, and by creating a student innovation foundation that enables student entrepreneurship. Our objective is a culture change that promotes the transition from invention and creativity to the marketplace, while simultaneously producing student success.**

The University is focused on six major objectives:

### 1.1 Open the College of Business to other majors

Business colleges across the country have large numbers of students and consequently very little incentive to open their doors to non-business majors. Yet, for nearly every major, a background in business would promote career success. For example, companies that hire engineers indicate that an engineering major combined with a business minor would create a stronger employee, because these employees would be more aware of corporate needs and objectives in the development of ideas and products. Even in fields such as music, an ability to market oneself and “fill the house” may make the difference between an avocation and a vocation, even for a gifted musician.

Many of FSU’s alumni have created companies that have little connection to their major, and they have done so the hard way - without the benefit of a foundation in business. It is time for higher education to enable students to gain business acumen, regardless of major. For this reason, Florida State is opening the doors of the College of Business to any major for a 12-credit course of study leading to a minor in Entrepreneurship. We have hired the first faculty members specifically for this purpose, and more faculty will be added as demand grows. This is a transformative step in the potential career success of our students.

### 1.2 Entrepreneurs-in-Residence

There is a considerable benefit to having our students learn from individuals who are “professors” by virtue of practice and experience. Consider again the example of the student seeking an engineering degree who now has the benefit

of having a faculty member who is an engineer but comes from the private sector – after creating patents, licensing products and building companies. These individuals have the capability to enhance the business education of the student, specifically using engineering-based experiences in the classroom, taking an active role in business plans, and enabling the student incubator. Florida State University is in the process of hiring such “entrepreneurs-in-residence” throughout our system of colleges. Every college has requested the ability to hire at least one entrepreneurs-in-residence. The Provost and Executive Vice President is working to promote coordination among all of the entrepreneurs-in-residence and College of Business programs such as the Jim Moran Institute.

The hiring of entrepreneurs-in-residence will have considerable benefit in terms of career success and career readiness. There will be an added benefit - our faculty and students will gain an in-house expert on taking ideas to the marketplace. The hiring of entrepreneurs-in-residence was specifically supported through Preeminence funding from the Legislature and the Governor for Florida State University.

### 1.3 Partnerships across colleges

Florida State University pioneered a concept called “chempreneurs,” which joins Chemistry graduate students (individuals with ideas and potential products but little business acumen) with Business undergraduates (individuals with a considerable interest in taking products to the marketplace but little insight into the potential innovations coming out of the field of chemistry). This partnership promotes entrepreneurship as well as career success at the graduate and undergraduate level. FSU intends to systematically fund this partnership in other areas based on the success of chempreneurs. As partnerships grow, the University will become more efficient in leveraging the expertise and talents from across the University.

### 1.4 Competitions

Financial rewards, that recognize success and enable the development of start-up companies or new licensing agreements, incentivize faculty and students to go beyond discovery and take an idea to the marketplace. The FSU Office of IP (Intellectual Property) Development and Commercialization has a GAP program (the “gap” between laboratory to the marketplace) that commits \$250,000 + a year to promote licensing and startup companies, and provides incubator space for promising start-ups. The number of entrepreneurial competitions is growing for our undergraduate population. For example, the College of Communication and Information is creating an IT incubator, and we have a new multidisciplinary DIGITECH week that promotes and rewards the development of digital technology applications, and a campus-based competitive fair *inNOLEvation*. The College of Business has also introduced a shark tank (a process of having young entrepreneurs pitch their ideas in front of potential investors). Although these programs are increasingly successful, Florida State University is seeking additional funding to broaden the opportunities for faculty

and students. A major objective is to access private philanthropy so we can incentivize entrepreneurship broadly across the campus.

### 1.5 Attracting Investors

Ultimately, the success of FSU-related start-ups will depend on the ability of our ideas and inventions to attract angel investors and venture capital. Florida State University intends to promote investment in our intellectual property created by faculty and students. We propose to build a FSU branded platform (using commercially available software or public-private partnerships) that provides both a format for proposals and access for potential investors. By creating a venue for ideas, FSU can open the door to investors in a systematic manner (e.g. to a Tallahassee region angel group, or to our 300,000+ alumni who register, or more broadly).

### 1.6 Student Innovation Foundation

As we challenge students to become entrepreneurial and to create business ventures, many will view their fellow students as a logical market for their ideas. Our experience indicates that these business proposals may intersect with other University contracts and agreements, laws that cover state agencies, or have legal ramifications (e.g. liability insurance) or even seek access to students where access is currently controlled (e.g. residence halls). The likelihood of a business proposal being blocked grows with the number of offices within the University that must approve a proposal. Every request outside of current policy adds to the workload, and bumps up against a resistance to set new precedents. For this reason, FSU has created an Innovation Foundation (not yet staffed) where students can take their ideas to a professional staff – go through an assessment – and then, if warranted, the student entrepreneurs can receive a green light for University for approval. The objective is to cut through red tape and create greater potential and opportunity for approval. The Innovation Foundation is designed to accept gifts that will promote student entrepreneurship, and has the potential to enable energetic students to launch successful careers.

In concert, the six areas of emphasis on entrepreneurship that are described above promote partnerships that join individuals with ideas with those who can take the ideas to the market place (“every great inventor needs a great entrepreneur”) and facilitate and incentivize entrepreneurship. They represent a true culture change on a university campus, and will have a substantial impact on the career success of our students, and on the potential of Florida State to create job growth.

## **2. Promoting patents, licensing, and startup companies**

**Florida State University is enjoying record-breaking success in promoting patents, licensing and startup companies. However,**

**new opportunities for public-private partnerships promise even greater success.**

Florida State University has a deliberate approach in translating intellectual property to the marketplace and it is clearly working. However, we are moving in several areas to accelerate the process. The FSU process begins with a large number of invention and creative work disclosures. This set of disclosures is the basis for filing of patent applications that result in new patents, which are then the basis for marketing new licenses and creating startup companies. Startup companies tend to be the riskiest. During the last three years, FSU had a higher disclosure rate than any prior three-year period (statistics compiled since FY 2000). The number of patents over the three-year period satisfied the 12<sup>th</sup> Preeminence metric for Florida State (the number of patents was the only Preeminence metric that FSU did not meet last year). We have a record number of 124 patent applications pending, we received a record number of patents (43) as well as a record number of new licenses (15; with five additional licenses in progress) and we initiated a record number of new startup companies (4).

FSU typically awards GAP funding in a competitive process to create startup companies, about a third of which occupy leased space enabled by the Office of Research. In addition, we seek licensing and option agreements with the private sector to assess intellectual property and take our inventions and creative works to the market. Despite record numbers, FSU is working to accelerate this process. We are working to create a unique public-private partnership through the formation of a LLC that will hire the expertise to attract investors and develop proposals for small business administration funding (SBIR and STTR) in order to advance our technology to the level of product delivery and to create additional royalty income for the university. This now creates three mechanisms for taking intellectual property to the market: (1) university incentivized startups, (2) direct partnership with companies, and (3) a private sector partnership designed to attract dollars for applied research and development leading to the delivery of a product. FSU is also active in promoting Florida's Institute for Commercialization of Public Research, which finances loans to startups as an additional acceleration mechanism. Like many universities, Florida State University also offers a Sneak Peek - an opportunity for investors to gain a first look at FSU creative works.

In addition, FSU is proposing to develop a team to study startup companies generated by universities since 1980, using 150 universities as the source of data for generation of startups, creation of jobs, and paths to the marketplace.

**3. Investing in Innovation - promoting job creation and student experiences leading to career opportunities**

**Universities have the difficult challenge of predicting market changes and student career opportunities four to five years into the future, but an analysis of available data suggests a two-fold**



**approach to investment: (1) a focus on increasing our quality and national ranking, which is correlated nationally with job success and higher starting salaries, and (2) careful investment in areas that are sufficiently innovative that they will actually create market growth and career opportunities for our students.**

The potential career opportunities for students are an important factor in determining the new areas for faculty and program investment. Most career opportunities reflect current U.S. and global economic conditions, and experience additional fluctuation based on demand in various market sectors. In contrast, University training is (at a minimum) a four-year endeavor. It is notoriously difficult to predict economic conditions and job demand by major or sector four years in advance. And, universities should focus on lifetime career goals. Still, several insights can be gained from an analysis of salary and unemployment data (e.g. Georgetown University Center on Education and the Workforce, [payscale.com](http://payscale.com), earning power and rankings reported by the *Wall Street Journal* or *Business Insider*, and Michigan State's "Collegiate Employment Research Institute"):

- Institutional rank matters, and consequently degrees in a major at a highly ranked university tend to yield higher salaries than the same degree at lower ranked universities.
- The subject you major in is well-correlated with starting salaries but, in many cases, has less correlation with long-term earning power. Several AA degrees have relatively high starting salaries, but then the salaries stagnate, while the earning power of university degrees continues to grow. In addition, there are differences in starting salaries based on gender and race, and economic background.
- The lowest starting salaries tend to be in agriculture, fine arts, education (including teaching and early childhood education), military service, counseling, library sciences, theology and religious studies. Many of these fields have historically low starting salaries, despite their value for quality of life (e.g. education, theology, and the fine arts), state economies (e.g. agriculture), or the national defense.
- Currently the highest paying starting salaries are in electrical engineering, materials sciences, mechanical engineering, military technologies (although this field has a high unemployment rate), petroleum and natural gas engineering (the highest starting salaries), nuclear engineering, and naval architecture and marine engineering. These areas tend to have high starting salaries but have lower long-term growth projections.
- An examination of the high-paying fields shows substantial variation through time as a result of market forces. For example, as nuclear power plant production declined, demand for graduates dropped precipitously, student interest waned in response to the market, and many universities then closed their programs. Renewed demand combined with low

student production numbers has yielded a much higher starting salary. Petroleum and natural gas engineering followed almost the identical path in relationship to the cost of oil and gas. During the period of low oil prices, almost every program in the U.S. was closed because of lack of employment as a result of stifled exploration. Students sought other majors. With the increase in oil prices, and resultant increase in exploration, undergraduates today receive a premium in salary. This premium will likely continue until universities have time to complete the education of more students or until market forces change.

- Small liberal arts colleges and major research universities are not necessarily distinguishable in terms of overall average job acquisition (i.e. both can be highly ranked), however the colleges and universities that are highly ranked in terms of average pay for their graduates also tend to be either less comprehensive or place a heavy emphasis on business, finance, engineering and other STEM fields). This is to be expected based on the large starting salary differences between majors (e.g. general agriculture - \$28,000; theology and religious studies - \$25,000; compared to petroleum engineering - \$83,000; materials sciences - \$65,000; finance - \$44,000).
- Studies for individual states are often misleading because the data sets are not national or international, disadvantaging large universities that place students in highly desirable, high-paying jobs at multi-national companies.

Given the difficulty of predicting market changes four to five years into the future, these data suggests three basic directions: (1) a focus on increasing our quality and national ranking, (2) careful investment in areas that are sufficiently innovative that they will actually create market growth and career opportunities for our students, and (3) a focus on curricular changes that ensure skill sets that promote long-term career success (this item is covered under “6. *Embedding Student Career Success in the Curriculum*”).

Study after study demonstrates that America’s research universities have been essential contributors to prosperity, and the source of thousands of ideas and inventions that have driven the economic success of the nation. The most powerful economic engines have a strong partnership between state financial support that ensures access to education, a federal government that supports fundamental and results-driven research, and universities that house students and scholars. The recession has significantly weakened the ability of U.S. universities to capitalize on opportunities and drive innovation. Universities are less nimble after years of budget cuts, and it is imperative that we invest wisely in areas that have the highest potential to drive innovation, create jobs and improve the quality of life.

Preeminence funding from the Legislature and Governor provides the opportunity to reinvest in Florida State University in a manner directed toward increasing our national ranking while increasing the potential of our students to have strong careers. Through this funding, FSU is concentrating on several areas

in STEM fields that have the highest potential for short-term and long-term innovation.

New materials, energy, defense, water, the environment, and human health are likely to remain as enduring challenges, for which the potential for innovation is high and the value to the State of Florida is significant. Consider just two examples:

Materials research was the lynchpin in the digital revolution and a pre-requisite for the explosive growth of Silicon Valley. Today, materials research is characterized by innovations that cross almost every sector of society from the artificial growth of human bone and targeted delivery of cancer-fighting drugs that are revolutionizing human health to placing high-powered computers in the palm of a hand. It is also the lynchpin for solving the problems that limit the use of renewable energies – energy storage and transmission. The marriage between materials and energy has high potential to be transformative and this plays to Florida State's strengths. Consequently, FSU is leveraging current capabilities to attract the best and brightest – crossing physics, chemistry and engineering to solve the problems that currently limit the use of renewable energies, as well as strengthen our role in innovation across a broad number of industries and products.

FSU is also focusing on successful longevity – physical and mental fitness as individuals age. Demographic studies and the rising cost of health care demonstrate the importance of addressing the problems associated with aging. For this reason, many believe that issues associated with successful aging will dominate the research and policy agenda of the United States for decades. Many institutions have centers for aging that focus on single attributes such as nutrition or exercise. Florida State has the full spectrum of the neurosciences, cognitive studies, nutrition, physical fitness, medicine, nursing, geriatric care, and policy to bring to bear on one of the most important problems facing Florida and the nation. Again, successful longevity plays to Florida State's strengths.

These two examples describe the value of Preeminence funding in transforming the ability of Florida State University to be innovative and to promote job creation. The number of such opportunities is significant.

#### **4. Economic Development in the Tallahassee region**

**Florida State University is becoming increasingly engaged in the economic development in our region and the State. Our approach is three-fold: (1) participate at a high level in economic development councils and chambers, (2) incubate start-up companies based on FSU intellectual property, and (3) help transform the region as a destination and as a community that attracts businesses.**

Florida State is focused on three areas of economic development:

- (1) FSU now participates in economic development councils at a high level. The President is a member of the steering committee of Imagine Tallahassee and is a member of the board of the Economic Development Council (EDC). FSU's Chief of Staff is a new member of the Executive Committee of the Tallahassee Chamber of Commerce. The Vice President for Research, Vice President for University Relations, and Dean of the College of Engineering are also actively involved in EDC efforts to promote economic opportunities generated through partnerships with the University.
- (2) Florida State is actively incubating companies based on University-wide and college-based efforts. At the University level, companies are incubated based on GAP funding and enabling the leasing of space in Tallahassee. In the College of Business, the *InNOLEvation Accelerator* – is a focal point for undergraduate business start-up activity providing student entrepreneurs with resources needed during start-up. A dedicated space with private offices supports as many as eight early stage ventures and offers common area for students to take time out to discuss their ideas in a relaxed but stimulating environment. Tallahassee is currently host to a variety of efforts to provide incubator space and expertise to developing companies. FSU is participating in multiple efforts to enhance these efforts to include provision of space, expertise, resources, and perhaps most important, the new ideas and technology that form the basis of a number of the start-ups populating these efforts. The University is also exploring additional partnerships, including with the City and County, to enable new companies to find their start in Tallahassee.
- (3) Florida State is in the midst of transforming, with the city and county, an aging warehouse district in Tallahassee. Beginning with a vision that incorporates a revitalized Civic Center, a new FSU-branded conference hotel with retail and restaurants and College Town (a mixed-use housing and retail development), combined with the city investment in Gaines Street, Tallahassee will have a major pedestrian-friendly "Madison Mile" that stretches from the Civic Center to the Doak Campbell Stadium, providing an outstanding venue for visitors and residents, particularly before and after major events at the Civic Center or at the Stadium. Our vision moves us from a dilapidated set of old warehouses to a stretch of retail and restaurants that match up with similar venues in Boulder, Colorado or Madison, Wisconsin. This new venue should help attract conferences, more visitors to our events, and help positively alter the perspectives of those who are considering a move to the region. The overall plan for the district is a full partnership between the community and Florida State University.

### **5. Accessing the Power of a FSU, FAMU, TCC Partnership**

**Tallahassee has three unique higher education institutions within a 5-mile radius, which together offer an extraordinarily broad set of degree and associate degree opportunities. We have agreed to work together to promote economic development. Together, we are committed to providing the workforce needs of any company that locates within our region and we are ready to be at the table in recruiting new companies to Florida. The power of the three institutions in attracting new business opportunities to the region and to Florida has not been tapped, yet the potential is enormous.**

To reach this potential, FSU, FAMU, and TCC are actively developing opportunities to collaborate.

First, FSU has partnered with TCC and FAMU to create a promise that the three institutions will work together to attract businesses to Tallahassee by ensuring that, between the three institutions, we can meet any and all regional workforce needs. We have indicated that we are willing to take an active role in recruiting new companies by directly working to address workforce needs. This promise is contained in a brochure "Educate your Business" which is being distributed through the local Chamber and the Economic Development Council (EDC). This is another example of FSU efforts to connect with businesses and to be a part of the team in attracting new businesses to the region, and doing so in a manner that helps guide students toward job opportunities. We are eager to be at the table in recruiting companies so that we can demonstrate our commitment to satisfy the workforce needs of any business.

Second, the three institutions have created a consortium to promote the success of our student veterans, by expanding their educational opportunities, creating a broader sense of community, and creating strong linkages to potential employers.

The success of this initiative will be measured by the outcomes of our collaboration. Our objective is straight-forward - to be a key player in economic development.

### **6. Embedding Student Career Success in the Curriculum**

**Florida State University proposes to ensure that every student recognizes and understands the career opportunities of every major, that career success is embedded in our curricula, and that we provide the types of experiential learning that promote student**

**success. We have the potential to help students make meaningful choices through a map of the knowledge, skills and abilities that occupations require, and to ensure that we align these with various degree programs.**

FSU is actively developing a comprehensive student career success initiative within our academic programs, through three areas of focus: improved career advising in the major, curriculum improvements, and internships. The responsibility for bringing together the broad spectrum of University personnel to ensure that the University has a comprehensive and integrated program rests at the highest levels of the University (Office of the Provost and Executive Vice President).

First, we will ensure that each student recognizes the types of career opportunities associated with each major. Currently, each undergraduate major includes a written academic program guide consisting of a Program Description, Academic Map (ensuring progress to timely degree completion), link to the department's web page, and Academic Learning Compact (listing course attributes and expected outcomes). The Program Description includes graduation expectations with a list of likely job titles and potential employers so that every student understands the career outcomes associated with each major. However, some majors are more explicit about levels of training required, career destinations of their of students, and breadth of communications on potential career opportunities. Some colleges track both internships and jobs, and are able to inform prospective students about the employment of their graduates. FSU intends to ensure that every major is explicit about career opportunities, that academic advisors are educated about opportunities, and that communication is not limited to Program Descriptions that are available online. Our objective is to ensure that students are making educated decisions about their choice of majors and careers.

Second, the faculty are actively working on experiential learning and practical applications within majors to better embed student career success within the curriculum. Many of our colleges and majors have highly successful programs, including considerable efforts to promote experiential learning, clinical placements, internships, and a host of other targeted programs. Although, many majors already do this well, our faculty are engaged in the expansion of current successes to a broader set of degrees. The newly proposed curriculum shifts from the old purely distributive model (take a little math, a little English, a little science and you are ready for life in the 21st century) and replaces it with competency-based distribution areas that are focused on *what we want FSU graduates to become*:

- Critical Analyzers of Quantitative and Logical Claims
- Clear, Creative, and Convincing Communicators; and Critical Readers
- Thoughtful Patrons of and Participants in Cultural Practices
- Critical Appraisers of Theories and the Facts that Support Them
- Culturally Conscious Participants in a Global Community
- Interdisciplinary and Flexible Thinkers

- Lifelong and Independent Learners

As the cornerstone of the new curricular plan are two FSU signature course series, which take advantage of the Preeminence Bill's provision that we might offer twelve hours of unique, un-exemptible coursework as part of our liberal studies curriculum: E-Series (engage, experiment, examine, experience) and Scholarship-in-Practice courses that yield scholarly or creative products. This new curriculum will focus on:

- Employer preferred skills, such as oral communication, teamwork, information fluency, and independent, critical, and creative thinking. These skills are essential to be upwardly mobile on a career ladder.
- Freshmen and sophomore internships and other "formative experiences" (FSU is working with the Career Center to collect the appropriate information about potential first and second-year internships so that they might be approved by a faculty committee for Liberal Studies credit).
- A new emphasis on Professional Writing and Ethics.
- The Scholarship-in-Practice category opens Liberal Studies to important courses in Colleges such as Business and Engineering.

The University team that is working on faculty efforts to enhance the curriculum is broadly based, including entrepreneurs-in-residence as well as members of the Career Center. Our efforts dovetail with a focused effort on extracurricular activities that enhance career success, ranging from international study to competitions such as Mock Trial.

In many ways, our professional schools of medicine and law are role models in career success (Medicine – 100% placement and Law- ranked 23<sup>rd</sup> nationally in job placement in the profession) through comprehensive integration of career readiness and the curriculum. The potential to expand this focus (i.e. a direct path for undergraduates into health professions) is significant.

In addition, FSU is working with a private contractor to create a survey that seeks to assess employer opinion on weaknesses in graduates or gaps in training that can be addressed in our curricula. This assessment provides an opportunity to steer changes in curriculum and training.

Third, the University team is assessing a much broader base of opportunities to better promote internships as learning experiences. Internships are frequently a path to permanent employment because of the value of networking and practical experience. In addition, employers have the opportunity to evaluate a potential employee before offering a permanent position. Some majors require internships, and some colleges are very deliberate in promoting internships and providing opportunities. Our Career Center provides internship information to students from many colleges that do not have internship requirements or internal offices that connect students to internship opportunities. Internships are also one of the five areas recognized as part of our engaged scholar society (Garnet and Gold Scholars). Garnet and Gold Scholars are recognized at

graduation and on their transcript. This scholar society was developed specifically to encourage students to participate in activities that lead to successful career outcomes.

Through these efforts, we have the potential to help students make meaningful choices through a map of the knowledge, skills and abilities that occupations require, and to ensure that we align these with various degree programs.

### **7. Advancing Career Readiness through the Career Center**

**Florida State University has a highly regarded Career Center dedicated to ensuring career readiness and promoting career success. As student demand grows with the University increased commitment to student career success, we propose to expand our programming and fully engage our alumni in promoting student success.**

The University has been investing significantly in enhanced career readiness programming and career success.

Florida State University already has a highly regarded Career Center within Student Affairs. The Career Center plays multiple roles, including:

- Promoting career preparedness through career advising, counseling, programming and instruction, and enhanced career readiness programming within colleges through liaisons (targeted employability skills workshops, e-newsletters, collaborative career events, social media);
- Expanding internships and experiential learning opportunities for students such as career shadowing and collaborative mentoring programs with colleges;
- Strengthening interaction with academic departments and with the local community organizations, and national corporations;
- Providing students a database of over 14,000 employers and 7000 internship and career opportunity listings per year;
- Enlisting alumni, parents, and friends of the university to provide career and industry information to students via ProfessioNole;
- Increasing employer opportunities through expanded partnerships with federal and state government, local and state chambers of commerce, Workforce Plus, and Florida and national employers;
- Showcasing students' skills that employers have reported are essential for job success via the on-line Career Portfolio;
- Hosting 11 career fairs, multiple networking events, and over 260 employer recruiting visits resulting in 4000 student interviews
- Developing employability skills, and
- Tracking plans of graduating students (Graduation surveys).



As the University adds even greater emphasis on student career success and career readiness, student demand is likely to result in a significant workload increase in the Career Center. We expect growing demand in areas associated with coordination between Center staff and career and employment activities within colleges, social media, employer development, internship development, and career advising, counseling and programming.

A focus on career readiness and success will have significant implications for resources. Consider just the implications of incorporating internships within the curriculum and the rapid growth of the Garnet and Gold Scholars program. The University must be ready to meet the growth in student demand for internships.

Our efforts are not limited to internal programs. The FSU Alumni Association is joining the University efforts by hiring staff specifically to focus on better connecting students with alumni. These efforts cross multiple areas from networking through our Professionole program, to advising and mentoring, to internships and career opportunities. In addition, many of our colleges focus on pipeline programs and fairs that help guide K-12 students into STEM fields.



DOMI VENTURES  
222 Oakland Ave, 32301  
domiventures.co

Colleagues,

We would like to introduce Domi Ventures ["Domi"], a new Tallahassee based company focused on the curation of early phase startup companies. A primary goal of the company is to grow the technology community in the Tallahassee area and leverage the largely untapped human and intellectual capital and resources from Florida State University, Florida A&M University, and Tallahassee Community College.

Domi will provide seed funding for companies that have promising ideas and business models. The Domi management team is well connected with local investors and venture capital firms across the nation. As of today, the Domi partners have raised \$50M in venture funding for successful technology startups. With this complete ecosystem, companies can grow from concept to M&A or IPO in the Tallahassee area.

Domi Ventures is partnered with Mosley Ventures of Atlanta, Georgia. Mosley can provide follow-on funding for companies working with Domi although any startup or early stage company may be eligible. They have completed over 120 angel investments in startups across the US with 83 liquidity events that have averaged a 6x return for investors. By bringing top-tier venture capital firms into their investments, Mosley is able to grow companies from startup to maturity and acquisition. Mosley has syndicated with 52 different investment firms across the US and now recognizes that Tallahassee has an underperforming market. They are very active in the Georgia Tech community and now plan to add Florida State and Florida A&M into their pipeline.

Currently, Domi is seeking early stage entrepreneurs. Please feel free to share this email with anyone interested in the services listed below. Additionally, Domi would like to include as many local investors in its activities as possible. Introductions with interested individuals would be welcome.

Services provided by Domi include:

**Mentoring** - Led by seasoned entrepreneurs and a full life cycle support staff, Domi will work with companies to develop their concept, business model, technology, staffing model, investor pitch, organizational structure, sales strategy and go to market model.

**Learning Environment** - Workshops, guest speakers, entrepreneurs, investors and educators will provide an ongoing learning environment to help provide the tools needed for success and growth.

**Seed Funding** - Promising early stage companies will be eligible for seed funding to develop prototypes and to begin to gain traction in the marketplace.

**Follow-on funding** - Beyond the seed round, Domi has well established connections with the local investment community. Local investors can become angels and/or co-invest with others across the nation. As companies advance, Domi can connect them with national venture firms that make multi-million dollar investments.

**Facilities** - Initially, Domi will work virtually with local companies until space has been secured. The space will be a hybrid incubation/co-working environment. Since Domi is not a traditional incubator, companies can continue to grow within the facility as required. Co-workers will be professionals related to technology industries as either consultants or service providers that can directly help curate startups.

Meetups - Inside the facility, virtually or at other locations Domi will connect entrepreneurs with each other to share experiences, knowledge, resources, etc. Technology appropriate meetups for individuals not housed within the space will be held there to further the interaction amongst the Tallahassee technical community. In addition, Hackathons, codefest, and MakerSpace meetings will be held at the space to further the connections amongst the technology community.

Staffing - Domi will connect entrepreneurs with potential partners and resources within the technical community.

#### Our Team (Bio's)

David Lawson - David brings more than 25 years of experience as an entrepreneur focused on providing technology, data, and services to the social sector. In 1997, he founded Prospect Information Network (PIN) which became the largest wealth screening company before being purchased by Kintera in 2004 (Now part of Blackbaud - BLKB). David served as a Senior Vice President of Kintera until 2008. David is also the Co-Founder of The New Science of Philanthropy and WorkingPhilanthropy.com, a Board Member of Call2Action, and Member of the Technical Advisory Board of Agile Equity.

John Vecchio - John is a serial entrepreneur that has co-founded three software companies and raised over \$50M in venture capital. N2 Broadband was sold for \$120M in 5 years. Currently Clearleap is the underlying multi-screen video streaming technology to customers including HBO, Verizon and Time Warner. John has worked on product strategy, software development & investor pitches with numerous startup companies in the Atlanta area. He has 29 years experience in the software industry and created timely innovative products along with scaling organizations at Cisco (Scientific Atlanta) & The Weather Channel. He received his BS in Mathematics from Florida State University and is a patent holder for a video transcoding and distribution algorithm. He and his team at N2 Broadband were awarded a Technical and Engineering Emmy for their Video on Demand system.

Jack "Jake" E. Kiker, III - Jake has previously served as an adjunct faculty member at Florida State University, and he regularly assists entrepreneurs and entities (both for-profit and non-profit) in corporate organization, transactional and governance matters, including business start-ups, finance (with an emphasis in U.S. Small Business Administration (SBA) loan programs) and sales/acquisitions. In addition to the tech sector, he has experience in business start-up/expansion in fields such as medical devices, microbreweries/brewpubs, real estate development, hospitality, and various small businesses/franchises. Jake is an AV-rated Preeminent® shareholder attorney/owner of WilliamsGautier, a member of Leadership Tallahassee Class 28, and was recognized as the top young professional under 40 in the field of Government Relations and Law in 2012 (NYP Golden A.C.E. Award).

Micah Widen - Micah is a social entrepreneur with over 10 years of experience in a vast array of industries. Most relevant as a partner and COO of Investors First Real Estate Co. providing investment, asset management and development of over 100 projects. Other successful ventures include: Brush Stroke Painting and Tutto Bene Wine Cafe & More. He has a demonstrated ability to drive revenue and perform strategic account planning. Micah has an unyielding passion for creating relationships that drive growth in communities and is currently serving as a business developer for a local design firm and board member for Capital City Youth Services.



## Membership Rates- Coworking Space

### Community Membership

#### Individual

- \$300/year
- Access to network of entrepreneurs, mentors, service providers and capital connections.
- Discounted meeting & event space
- Newsletter/updates
- Access to member only events

#### Small Business

- \$600/year
- Access to network of entrepreneurs, mentors, service providers and capital connections for up to 3 people.
- Discounted meeting & event space
- Newsletter/updates
- Access to member only events

### Coworking Membership

#### Night & Weekend

- \$125/mo
- All Community Membership benefits
- 10/hrs month of meeting space
- Key card access before 9am, after 5pm and over weekend
- Personalized mailbox
- Fax, copier, scanner & wifi

#### Access 25

- \$125/mo
- Community member benefits
- 25/hr month coworking, 5/hr month meeting space
- Receptionist, copier, fax, scanner, wifi, and personalized mailbox

### **Unlimited**

- \$300/mo
- Community member benefits
- 24/7 cowork access with key card
- Free beverages
- 15/hr month meeting space

### **Punch Card**

- Purchase coworking hours

## **Suite Membership**

### **Regular suite**

- Up to 4 ppl @ 950/mo
- 24/7 access with key card
- 6 or 12 month agreement required
- Parking
- Furnished suite
- 15/hr month of meeting space
- Community member and unlimited benefits

### **Large Suite**

- All member benefits
- Up to 5 ppl @ \$1200/mo

## **How are the funds used?**

### **Incubator**

- Sponsor companies in residence
- Educational materials/tools/resources
- Videos and material use for cowork members

### **Events**

- Hackathons
- Investor Pitch Days
- Entrepreneur Summit

### **Space operation costs**

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #17

October 29, 2013

**To:** Honorable Chairman and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Acceptance of a Status Report on the Transition of the Community Human Service Partnership Application Process to an Online Application System and Approval for United Way of the Big Bend to Lead the Procurement Process for the Creation and Management of an Online Application System

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Eryn D. Calabro, Financial Compliance Manager Tiffany Y. Harris, Human Services Analyst

### **Fiscal Impact:**

This item has no current fiscal impact. The United Way of the Big Bend has a budget of \$40,000 toward an online application system. However, should there be additional funding needed, staff will bring an agenda item to the Board for future consideration.

### **Staff Recommendation:**

Option #1: Accept the status report on the transition of the Community Human Service Partnership application process to an online application system.

Option #2: Approve the United Way of the Big Bend as the lead in the procurement process for the creation and management of an online application system.

## **Report and Discussion**

### **Background:**

During the September 10, 2013 regularly scheduled Board meeting, Commissioner Dozier requested, under her discussion time, that staff bring an agenda item to the Board on the development of an online application for the Community Human Service Partnerships (CHSP) application process. Commissioner Dozier specifically identified the FindLearnGive.org site as a potential resource to provide the foundation for an online mechanism for the CHSP application.

### **Analysis:**

The Community Human Service Partnership is an annual funding process that is a collaborative partnership between Leon County, the City of Tallahassee, and the United Way of the Big Bend. CHSP was first implemented in 1997. Through this collaborative effort, more than 120 applications are received for funding from local human services agencies/organizations each year. Through this process, the County has annually allocated \$825,000 to expand and ensure the provision of human services to Leon County citizens and the community. The CHSP program is administered through the County's Office of Human Services and Community Partnerships.

The CHSP application and funding process is a multi-tiered process that includes:

- a pre-application submittal training and introduction
- an application submittal
- a review and evaluation by staff
- site visits and applicant presentations
- a review and evaluation by volunteer Citizen Review Teams
- funding determinations by all three funding partners
- an appeals process
- contract development
- invoicing/reimbursement requests
- reporting and monitoring.

In a continuous effort to be transparent and provided uniformity, all three funding partners strive to have user-friendly access to the documentation. CHSP program information and documentation is housed in one place on the County's CHSP webpage. The funding partners' staff has created a uniform monitoring instrument to assess for program compliance. In addition, funding partners' staff has routinely responded to applicants needs by updating the volunteer assessment/evaluation forms and providing additional training to the applicant agencies.



The most efficient and time-saving measure has been the change to the application submittal process. The current submittal process has evolved from a cumbersome paper process, where as many as 18 unbound, collated, three-hole punched applications were required; now, it has been reduced to three copies and an electronic version submitted on jump drives. The three funding partners identified that an online application process would further the efficiency efforts and would be consistent with how other funding entities across the state and the country carry out their application cycle.

In seeking greater efficiency and uniformity, the funding partners' staff identified other areas in the application process that need to be automated. A preliminary scope of work was created in consultation with County MIS staff and all three funding partners (Attachment #1). This Scope of Work could be further refined and will be included in the procurement process. The United Way has taken the initial step of allocating \$40,000 of funding toward the creation of an online application system. The three funding partners (County, City and United Way) concur that the United Way should be the lead agency in procuring and managing the process and ultimate system implementation.

Staff reviewed FindLearnGive.org as a possible solution to the proposed on-line application system. During a meeting of the Joint Planning Board (JPB), of which Commissioner Dozier is Chairman, representatives from FindLearnGive.org provided a brief summary of the site. The Community Foundation of North Florida (CFNF) hosts findLearnGive.org.

Subsequent to the JPB meeting, CFNF and County staff met to further review the capabilities FindLearnGive.org. Currently, the Knight Foundation covers the annual license renewal fee of \$25,000. That fee is set to be reduced to \$15,000 - \$22,000, based on amount of funds managed by the individual community foundation. CFNF anticipates their costs to be \$15,000. The Knight Foundation will support the licensure through fiscal year 2014.

This site allows donors to identify and learn more about local nonprofits in which they may wish to donate. Through this site, individual nonprofit organizations are invited to complete a profile that provides an overview of their organization, including descriptions of their programming, management and governance structures, and financial documentation (IRS 990 tax forms, audits, and financial statements). The FindLearnGive.org site is an online inventory, where interested nonprofit groups could provide a level of transparency regarding their organization, and gain more visibility for their organization. Use of the site is strictly voluntary. The site could allow the opportunity to create reports by capturing and exporting to an excel spreadsheet data regarding the various numbers and types of nonprofits that are housed within the community.

A preliminary analysis of FindLearnGive.org by staff indicates that while it has capabilities to house important data and documentation needed in the submission of the CHSP application, at present it in the current manner in which it is navigated, it does not provide the database features and level of accountability needed to fulfill the requirements of the CHSP process. As reflected in Attachment #1 draft scope of work, although FindLearnGive.org does have the ability to meet some of the draft requirements, the site does not currently meet many of the needs as identified by the three partners.

All three funding partners agreed that, in further pursuing the streamlining of the CHSP process, it would be best to pursue a software solution that will encompass all of the automation needs for the entire process. Of course, as with any procurement process, CFNF will have the opportunity to respond to the procurement effort and identify how FindLearnGive.org could provide a solution. The United Way of the Big Bend (UWBB), as one of the three CHSP funding partners, will take the lead in the procurement process and has agreed to cover the cost of an independent software solution up to the cost of \$40,000 (Attachment #2). Should there be additional costs or if additional funding is needed, staff will bring an agenda to the Board for future consideration.

**Options:**

1. Accept the status report on the transition of the Community Human Service Partnership Application Process to an online application system.
2. Approve the United Way of the Big Bend as the lead in the procurement process for the creation and management of an online application system.
3. Do not accept the status report on the transition of the Community Human Service Partnership application process to an online application system and do not approve the United Way of the Big Bend as the lead in the procurement process for the creation and management of an online application system.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Scope of Work for CHSP Online Application System and Invoicing Solution
2. Letter of Commitment from Heather Mitchell, President and CEO of United Way of the Big Bend

## SCOPE OF WORK

Seeking a provider to work with funding partners to develop or provision an existing online application system for Non-Profit Organizations to apply for funding through the CHSP process and to invoice funding partners (Leon County, City of Tallahassee, and the United Way) for services rendered. The solution is to be cloud-based, using Microsoft SQL database, have a log-in process for users and administrative staff, and allows for users to use any web browser. Initial requirements are to be refined by the provider in concert with funding partners' staff. The system must be developed, tested, and deployed for the January 2015 application period.

- I. Refine and finalize requirements with staff of funding partners.
- II. Develop or provision an Online Application with Functional Requirements initially defined as:
  - A. Provides for entry of application data of six – ten forms.
    1. A variety of data fields including numerical, text, text boxes, currency, percentages
    2. Allow for spell checking in text boxes
  - B. Provides for uploading supporting documents including initially defined as:
    1. W-9 Forms
    2. Budget Worksheets
    3. Salary Information
    4. Verifying documents
    5. Audits
    6. Agency 990 form
  - C. Allows for multiple sessions to enter application data before final submission
  - D. Submission process validates all required documents and fields are provided before final acceptance of submission.
  - E. Creates a database for administrating staff to manage and access
  - F. Allows for five rolling years of history on applications.
  - G. Allows for printing or downloading to storage media of applications and supporting documents in PDF format for users and funding partners' administrative staff
  - H. Provides reporting based on user defined criteria (to be finalized)
  - I. Allow the Non-Profit Organization to submit an appeals letter that is sent via email
  - J. Allows the Non-Profit Organization to create an invoice and attach supporting documentation that is emailed to funding partners
- III. Provide Administrative Functions for Funding Partners
  - A. Set opening and closing of the application period for access to the
  - B. Store committee evaluation results
    - a. Funding Partner
    - b. Amount
    - c. Funding Source
    - d. Award letter to the applicant agency
  - C. Store Contract Information
    - a. Upload contract
    - b. Upload Budget sheet
    - c. Update changes in funding amount
- IV. Testing with Funding Partners Staff
- V. Training of Trainers
- VI. Deployment by January 2015

October 16, 2013

Candice Wilson  
Director, Office of Human Services & Community Partnerships  
Leon County  
301 S. Monroe Street  
Tallahassee, Florida 32301

Dear Candice,

Per our conversation, United Way of the Big Bend is happy to act as the lead agency in the procurement process for the creation and management of a database system that allows online submission of CHSP applications.

United Way will commit up to \$40,000 of funding for the system and understands that any additional funding required by the agreed-upon system will be taken back to the Board of County Commissioners for consideration.

If you need any further information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Mitchell", followed by a horizontal line.

Heather R. Mitchell  
President and CEO, United Way of the Big Bend  
heather@uwbb.org

**Leon County  
Board of County Commissioners  
Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #18

October 29, 2013

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney

Title: First and Only Public Hearing on a Proposed Ordinance Amending Chapter 11, Establishing a New Article XXIV, Entitled "Refueling Assistance for Persons with Disabilities"

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/Project Team:	LaShawn Riggins, Assistant County Attorney

### **Fiscal Impact:**

This item has a fiscal impact associated with staffing costs. Actual fiscal impact is unknown at this time.

### **Staff Recommendation:**

- Option #1: Conduct first and only public hearing and adopt proposed Ordinance amending Chapter 11, establishing a new Article XXIV, entitled "Refueling Assistance for Persons with Disabilities" (Attachment #1).
- Option #2: Direct staff to provide the Board of County Commissioners with a status report on the code compliance staffing impacts associated with the implementation and enforcement of the Ordinance within six months of the effective date of the Ordinance.

## **Report and Discussion**

### **Background:**

Many individuals with disabilities have found it difficult or impossible to obtain gas for their vehicles because they are unable to use the controls, hose, or nozzle of a self-serve gas pump thereby requiring assistance from the service stations/convenience store. The Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities.

Local governments in several states have adopted measures to further assist persons with disabilities in refueling their vehicles by adopting ordinances intended to make it easier for persons with disabilities to receive assistance. In the State of Florida, Hillsborough County and Pasco County have adopted ordinances to assist disabled persons with refueling their vehicles.

A proposed ordinance was initially brought before the Board at its regularly scheduled meeting on October 9, 2012; this ordinance required all gas stations to have a sticker on the front of each fueling position. The sticker had to contain a working local number for that gas station so a disabled person seeking assistance could call the attendant on duty directly to request service. Since that time, there have been multiple versions of the ordinance brought before the Board. The most recent version was on October 8, 2013 at a regularly scheduled Board meeting. At that time, the Board voted to schedule a public hearing for Tuesday, October 29, 2013 at 6:00 p.m. to consider the new proposed Ordinance (Attachment #1).

### **Analysis:**

The regulations implementing the ADA have been interpreted to require gas stations with more than one attendant on duty to provide refueling assistance upon the request of a customer with a disability and to post signs informing customers how to receive assistance. Typically, a driver will honk in an attempt to notify the attendants that he or she needs refueling assistance. However, there may be instances where the attendant is unfamiliar with this protocol, may not hear the honking, or is occupied and unable to provide such assistance.

In an effort to provide greater assistance to persons with disabilities in refueling their vehicles, staff has drafted a proposed Ordinance that will require the placement of a decal/sticker displaying the gas station/convenience store's telephone number on each fueling position so that customers with disabilities could call into the gas station/convenience store from their cellular phones to request refueling assistance. Additionally, all newly constructed gas stations, all remodeled gas stations, and existing gas station with 10 or more fueling positions (equivalent to five dispensing units/machines) are required to retrofit at least two of their fueling positions with the Fuel Call System™ or an equivalent system.

#### Tax Incentives for Business

Staff worked with a private accounting firm to determine the hypothetical tax implications associated with the Refueling Assistance Ordinance. In summary, each business will have unique circumstances and will need to make sure that their accountant provides the appropriate input into analyzing the tax implications. Two important considerations small businesses already in compliance with the ADA generally cannot claim the disabled access credit for upgrades or improved equipment and an eligible small business must have a physical structure where the public enters to meet the "place of public accommodation" requirements of the ADA. There is nothing in the Internal Revenue Code or Regulations that specifically state the payroll costs for an attendant would be eligible costs although expenses for qualified interpreters and qualified readers for the hearing and visually impaired individuals can qualify. The equipment upgrades for fueling to accommodate disabled individuals should qualify assuming all other criteria are met. Again, these are important issues that each taxpayer will need to consider in determining eligibility for the credit.

For illustrative purposes, if a small business was considered eligible, and it is assumed \$26,300 in eligible expenses are incurred (\$25,000 personnel, \$1,200 for system, \$100 for installation), then the business would be eligible for a \$5,000 credit. For any amount of qualified costs not recovered through the credit, a business expense deduction of up to \$15,000 may be taken. Costs in excess of both the credit and the deduction could be carried forward to subsequent tax years.

#### Code Compliance and Enforcement Issues

Enforcement, related to the Ordinance, will be reactive or complaint-driven, consistent with all other County enforcement activity. However, it is unclear how a citizen who may become aware of an alleged violation will be informed concerning the appropriate County entity to contact to report the alleged violation. It is suggested by Development Support and Environmental Management (DSEM) that the sections of the proposed Ordinance that address the content of the required sign, decal, or stickers be revised to require information regarding the office to contact in the event of an alleged violation of the Ordinance.

DSEM has reviewed the information in Leon County's GIS system and the Florida Department of Environmental Protection's emergency preparedness database, it is estimated that there are approximately 193 retail gas stations in Leon County. Fifty of these gas stations are located in the unincorporated area of Leon County and 143 gas stations are in the City of Tallahassee (COT). In addition, it is estimated that 80 of the 193 gas stations have nine fueling positions or fewer and would not be required to retrofit.

According to DSEM, the enforcement of the proposed Ordinance will have an impact on their code compliance staff. At this juncture, County staff is unable to determine or estimate the staffing impact associated with the enforcement of this Ordinance. Therefore, DSEM recommends that, if the Board adopts the proposed Ordinance, staff be directed to provide the Board with a status report on the code compliance staffing impacts associated with implementation and enforcement within six months of the effective date of the Ordinance.



The Ordinance does not duplicate federal or state regulations related to refueling assistance for the disabled. The United States Justice Department and Florida Department of Agriculture are responsible for enforcing the provisions of the ADA and applicable Florida Statutes. The purpose of this Ordinance is to provide for the regulation of gas stations to ensure that persons with disabilities are provided equal and dignified access in refueling their vehicles, supplemental to the ADA. The Ordinance would be enforced through the County's Code Compliance program and the Code Enforcement Board.

This public hearing has been properly noticed and a copy of the notice of publication is attached as Attachment #2.

**Options:**

1. Conduct first and only public hearing and adopt proposed Ordinance amending Chapter 11, establishing a new Article XXIV, entitled "Refueling Assistance for Persons with Disabilities" (Attachment #1).
2. Direct staff to provide the Board of County Commissioners with a status report on the code compliance staffing impacts associated with the implementation and enforcement of the Ordinance within six months of the effective date of the Ordinance.
3. Conduct first and only public hearing and do not adopt proposed Ordinance amending Chapter 11, establishing a new Article XXIV, entitled "Refueling Assistance for Persons with Disabilities."
4. Board direction.

**Recommendation:**

Option #1 and #2

**Attachments:**

1. Proposed Ordinance
2. Notice of publication

ORDINANCE NO. 13-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11 OF THE LEON COUNTY CODE OF LAWS, ESTABLISHING A NEW ARTICLE XXIV TO BE ENTITLED "REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES"; PROVIDING FOR DEFINITIONS, ACCESSIBILITY REQUIREMENTS, CALLING DEVICE REQUIREMENTS, AND ELIGIBILITY OF CUSTOMERS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR COMPLIANCE WITH STATE AND FEDERAL LAW; PROVIDING FOR CRIMINAL VIOLATIONS AND PENALTIES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and Chapter 125, Florida Statutes, authorize Leon County to adopt ordinances to provide for the health, safety and welfare of the citizens of Leon County; and

WHEREAS, the Americans with Disabilities Act (ADA) requires gas stations, including those offering self-service, to provide equal access for their customers with disabilities; and

WHEREAS, Sec. 526.141, Florida Statutes requires that full-service gas stations offering self-service at a lesser price cost to employ an attendant to dispense gasoline from the self-service portion of the station to any motor vehicle displaying permits or license plates approved by the State and indicating that the operator is physically disabled; and

WHEREAS, Sec. 526.141, Florida Statutes, is enforced by the Department of Agriculture and Consumer Services; and,

WHEREAS, the ADA further requires self-service gas stations to provide refueling assistance upon the request of the person with a disability if there is more than one attendant on duty at said station, to advise customers with disabilities that they can obtain this refueling

1 assistance by honking or otherwise signaling the attendant and that such refueling assistance is  
2 provided without any charge beyond the self-service price; and

3 WHEREAS, the Leon County Board of County Commissioners has become aware that  
4 persons with disabilities are still finding it difficult to obtain the gas refueling assistance they  
5 need; and

6 WHEREAS, the Leon County Board of County Commissioners recognizes the need to  
7 ensure that persons with disabilities are provided equal access in refueling their vehicles at self-  
8 services stations and finds that imposing local regulations on self-service gas stations is the best  
9 means of ensuring this equal access; and

10 WHEREAS, the Leon County Board of County Commissioners recognizes that the public  
11 health, safety and welfare of the residents of Leon County will best be served by enacting a  
12 Refueling Assistance for Persons with Disabilities ordinance that provides for the regulation of  
13 gas station to ensure that persons with disabilities are provided equal access in refueling their  
14 vehicles;

15 BE IT ORDAINED by the Board of County Commissioners of the County of Leon,  
16 Florida, as follows, that:

17 **Section 1.** Chapter 11 of the Leon County Code of Laws is hereby amended by  
18 enacting a New Article XXIV to be entitled "Refueling Assistance for Persons with Disabilities,"  
19 which shall read as follows:

20 **REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES**

21 **Sec. 11-826. Legislative Intent.**

22 The purpose of this article is to provide for the regulation of gas stations to ensure that persons  
23 with disabilities are provided equal and dignified access in refueling their vehicles.

1 **Sec. 11-827. Definitions.**

2 The following words, terms and phrases, when used in this section, shall have the following  
3 meanings, except where the context clearly indicates a different meaning:

4 *Altered, Expanded, or Remodeled Gas Station* shall mean an existing retail  
5 establishments open to the public that has been altered, expanded, or remodeled fifty  
6 percent (50%) or beyond at which motor fuels are sold and dispensed by the  
7 customer from fixed dispensing equipment into the fuel tanks of motor vehicles.

8 *Fueling Position* shall mean the actual number of motor vehicle refueling locations at a  
9 Gas Station that are available to the public to dispense motor vehicle fuel at the same  
10 time.

11 *Gas Station* shall mean retail establishments open to the public at which motor fuels are  
12 sold and dispensed by the customer from fixed dispensing equipment into the fuel tanks  
13 of motor vehicles.

14 *Gas Station Retailer* shall mean any self-service Gas Station operator or owner.

15 **Sec. 11-828. Accessibility Requirements.**

16 (a) Within ninety (90) days of the effective date of this ordinance, all Gas Stations in  
17 existence prior to the adoption of this ordinance, all newly constructed Gas Stations, and all  
18 Altered, Expanded, or Remodeled Gas Stations, shall be required to prominently display on the  
19 front of each Fueling Position a sign, decal, or sticker, no smaller than 15 square inches in size  
20 with at least a 28 point font printed on a blue background that clearly states:

21 (1) The telephone number for that Gas Station and the number must be operational.

22 (2) The international symbol of accessibility (ISA).

(3) Wording such as “Call for Assistance” or “Assistance Available Upon Request.”

(4) The day(s) and corresponding hours two attendants will be available to provide assistance at the Gas station.

(b) Gas Stations with ten (10) Fueling Positions or more:

Within ninety (90) days of the effective date of this ordinance, all Gas Stations in existence prior to the adoption of this ordinance with 10 Fueling Positions or more shall be required to provide a minimum of two (2) Fueling Positions with the FuelCall™ system or an equivalent system.

(c) New Gas Stations.

All Gas Stations constructed after the adoption of this ordinance and regardless of the number of Fueling Positions shall be required to provide a minimum of two (2) Fueling Positions with the FuelCall™ system or an equivalent system.

(d) Altered, Expanded, or Remodeled Gas Stations.

All Gas Stations Altered, Expanded, or Remodeled after the adoption of this ordinance and regardless of the number of Fueling Positions shall be required to provide a minimum of two (2) Fueling Positions with the FuelCall™ system or an equivalent system.

**Sec. 11-829. Calling Device Requirements.**

(a) All newly constructed Gas Stations, or Altered, Expanded, or Remodeled Gas Stations or Gas Stations with 10 Fueling Positions or more shall be required to provide a minimum of two (2) Fueling Positions with the FuelCall™ system or an equivalent system which allows the disabled operator of a motor vehicle to request refueling assistance.

(b) The calling device must meet the following minimum specifications:

- (1) Provide a recognizable signal inside the retail establishment that a driver needs assistance operating the Fueling Position;
- (2) Be able to be operated from the vehicle by a person with limited manual dexterity using only one hand without requiring tight, grasping or pinching;
- (3) Be mounted at a height 48 inches from the ground;
- (4) Be operable from the vehicle in accordance with all requirements of the Americans with Disabilities Act Accessibility Guidelines.
- (5) Each Station must also include prominently displayed signage indicating the existence of a calling device.

**Sec. 11-830. Eligibility of Customers.**

In order to receive refueling assistance, the vehicle operator must properly display state issued registration plates or a special decal issued to a physically disabled person and the person to whom the permit has been issued is the operator of the vehicle.

**Sec. 11-831. Prohibited Conduct.**

It shall be a violation of this article for a Gas Station Retailer or its employees to:

- (a) Fail or refuse to prominently display a sign, decal or sticker, as described in Sec. 11-828. Accessibility Requirements, each Fueling Position not complying with Sec. 11-828 shall constitute a separate violation; or
- (b) Fail to ensure the telephone number indicated on the sign, decal, or sticker, is operational during hours the Gas Station is open for business to the public; or.
- (c) Fail to ensure that two attendants will be available to provide assistance at the Gas Station during posted hours; or

(d) Fail or refuse to obtain and/or maintain a calling device, as described in Sec. 11-829.

Calling Device Requirements.

**Sec. 11-832. Filing of Complaints.**

(a) Any person who is subjected to an unlawful practice or conduct in violation of this Ordinance may file a complaint with the Code Compliance Office (CCO).

(b) The complainant must provide the following information:

(1) Name and address of the gas station retailer alleged to have committed the offense.

(2) Date and time of the alleged offense.

(3) General statement of the facts of the alleged offense.

(4) Such other information as required by the CCO.

(c) Any person who is subjected to a violation of the American Disabilities Act may file a complaint with United States Department of Justice Civil Rights Division. You can file an Americans with Disabilities Act complaint alleging disability discrimination by mail, fax, or email.

**Sec. 11-833. Notice of Violation.**

(a) Whenever a code inspector finds that a violation of this article has occurred, the code inspector may immediately issue written notice to the person in violation, identifying the nature and location of the violation and specifying that remedial action is necessary to bring the violation into compliance. For purposes of this section, the person in violation shall include the Owner of the site and any and all contractors, agents or other individuals actually violating any of the provisions of this article. The person in violation shall immediately commence remedial action and shall have seven calendar days after the receipt of the notice, or such longer time as

1 may be specified in the notice, to complete all remedial actions required to bring the gas station  
2 into compliance with this article..

3 (b) Multiple violations of this ordinance may be cited on a single Notice of Violation.

4 (c) A copy of any Notice of Violation issued pursuant to this ordinance shall be served upon  
5 the affected persons by certified mail, return receipt requested; by hand delivery by the sheriff or  
6 other law enforcement officer, code inspector, or other person designated by the local governing  
7 body. Notice may also be served by publication once during each week for four consecutive  
8 weeks (four publications being sufficient) in a newspaper of general circulation in Leon County,  
9 or by posting for at least ten days in at least two locations, one of which shall be the property  
10 upon which the violation is alleged to exist and the other of which shall be at the front door of  
11 the Leon County Courthouse. A Notice of Violation may be directed not only to the person  
12 owning the land upon which the noncompliance is occurring, but also to the operator of the gas  
13 station, or to any person actually physically committing the violation.

14 (d) Nothing in this section shall be deemed to require Leon County to issue a Notice of  
15 Violation prior to referring the matter to the appropriate federal or state agency for criminal  
16 prosecution or administrative action or filing such criminal or administrative complaints with  
17 state or federal agencies as may be required.

18 **Sec. 11-833. Enforcement by the Code Enforcement Board.**

19 If the property owner fails to complete the recommended remedial action within the time allowed  
20 after notice, a code inspector may initiate enforcement proceedings before the code enforcement  
21 board and obtain an order requiring compliance with this article, and/or may initiate proceedings  
22 in the circuit court as provided by general law. The code enforcement board is established in



Chapter 6 of the Leon County Code of Laws. The code enforcement board is specifically granted jurisdiction to enforce this Ordinance.

**Section 2.**      **Compliance with State and Federal Law.** Nothing in this ordinance shall be construed to exempt or limit compliance by any person with the State and Federal laws, rules and regulations related to persons with disabilities. Violation of such laws, rules and regulations may be prosecuted as applicable.

**Section 3.**      **Applicability.** It is hereby intended that this ordinance shall constitute a law applicable in all areas of Leon County, Florida.

**Section 4.**      **Severability.** If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 5.**      **Effective Date.** This Ordinance shall become effective ninety (90) days from the date of adoption by the Board of County Commissioners.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Nicholas Maddox, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

By: \_\_\_\_\_

1 Approved as to Form:  
2 Leon County Attorney's Office  
3

4 By: \_\_\_\_\_  
5 Herbert W. A. Thiele, Esq.  
6 County Attorney

DRAFT

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, October 29, 2013, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 11 OF THE LEON COUNTY CODE OF LAWS, ESTABLISHING A NEW ARTICLE XXIV TO BE ENTITLED "REFUELING ASSISTANCE FOR PERSONS WITH DISABILITIES"; PROVIDING FOR DEFINITIONS, ACCESSIBILITY REQUIREMENTS, CALLING DEVICE REQUIREMENTS, AND ELIGIBILITY OF CUSTOMERS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR COMPLIANCE WITH STATE AND FEDERAL LAW; PROVIDING FOR CRIMINAL VIOLATIONS AND PENALTIES; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 426  
Tallahassee, Florida 32301

Advertise: October 18, 2013