

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

REGULAR MEETING

**Tuesday, March 11, 2014
3:00 P.M.**

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

COUNTY COMMISSIONERS

Kristin Dozier, Chairman
District 5

Bill Proctor
District 1

Jane Sauls
District 2

John Dailey
District 3



Mary Ann Lindley, Vice Chair
At-Large

Bryan Desloge
District 4

Nick Maddox
At-Large

Vincent S. Long
County Administrator

Herbert W. A. Thiele
County Attorney

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. 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

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, March 11, 2014, 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Kristin Dozier

AWARDS AND PRESENTATIONS

- Proclamation Recognizing March 2014 as Purchasing Month
(Chairman Kristin Dozier)
- Presentation of Star Metro's FLEX Service Program
(Star Metro – Andrea Rosser, Community Transportation Coordinator)

CONSENT

1. Acceptance of the Minutes of the January 21, 2014 Regular Meeting
(Clerk of the Courts/Finance/Board Secretary)
2. Acceptance of the Annual Investment Report for Fiscal Year 2012-2013
(Clerk of the Court/Finance)
3. Acceptance of the FY 2012/2013 Annual Audit and Financial Report
(Clerk of the Court/Finance)
4. Approval of Payment of Bills and Vouchers Submitted for March 11, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of March 12 through April 7, 2014
(County Administrator/Financial Stewardship/Office of Management & Budget)
5. Approval of the Proposed Establishment of an OPS Records Technician Position at the Department of Development Support & Environmental Management
(County Administrator/Public Works & Community Development/DSEM)
6. Acceptance of Declaration of Covenants and Restrictions for Leon County Public Works for Miccosukee Community Park
(County Administrator/Public Works & Community Development/DSEM/Environmental Services)
7. Approval of the Young Men's Christian Association, Inc. Lease Modification
(County Administrator/Public Works & Community Development/Facilities Management/Real Estate)
8. Adoption of Proposed New Policy "Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Business Program" and Adoption of Proposed Revised Policy No. 03-07, "Transportation Corridor Study Public Participation (p2) Program
(County Administrator/Public Works & Community Development/Public Works)
9. Approval of the Plat of Timberlane Park Center Subdivision for Recording in the Public Records
(County Administrator/Public Works & Community Development/Public Works/Engineering)

10. Approval of the Plat of Sierra Woods Gardens, Unit III Subdivision for Recording in the Public Records
(County Administrator/Public Works & Community Development/Public Works/Engineering)
11. Approval of Construction Agreement with the Florida Department of Transportation for Leon County Facility Guide Sign Installation on State-Maintained Roads
(County Administrator/Public Works & Community Development/Public Works/Engineering)
12. Approval of Position Reclassification and Staffing Realignment within the Division of Operations
(County Administrator/Public Works & Community Development/Public Works/Operations)
13. Approval of Contract Amendment with Advon Corporation for the Construction of Miccosukee Park Improvements
(County Administrator/Public Works & Community Development/Public Works/Parks & Recreation)

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

14. Acceptance of 2013/2014 Ongoing Commissioner Discussion Items Status Report
(County Administrator/County Administration/Agenda Coordinator)
15. Accept the Affordable Housing Advisory Committee's 2014 Final Report of Recommendations
(County Administrator/Human Services & Community Partnerships/Housing Services)
16. Acceptance of Supervised Pretrial Release Division's Annual Report
(County Administrator/Intervention and Detention Alternatives/Pretrial Release)
17. Acceptance of a Status Report Regarding Strategic Initiatives Related to the Provision of Services for Leon County Seniors
(County Administrator/Public Works & Community Development/Public Works/Parks & Recreation)
18. Acceptance of a Status Update on the County Sustainability Program
(County Administrator/Resource Stewardship/Sustainability)

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

19. Authorization to Purchase a New Voting System from Dominion Voting Systems
(County Administrator/County Administration)
20. Consideration of a Welcome Reception for Incoming Florida A&M University President Elmira Mangum
(County Administrator/County Administration)

21. Establishment of the FY 2015 Maximum Discretionary Funding Levels for Outside Agencies
(County Administrator/Financial Stewardship/Office of Management & Budget)
22. Consideration of Participation in Florida Veterans Foundation's Homeless Veterans Stand Down
(County Administrator/Human Services & Community Partnerships/Veterans Services)
23. Consideration of Proposed Revised Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy" Amending the Standard Contract Clauses to Include a Provision that Prohibits the Display of Offensive Images on Contractor Vehicles, Equipment, and Uniforms
(County Attorney)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

24. Second and Final Public Hearing on the Submittal of a \$750,000 Community Development Block Grant Application in the Housing Revitalization Category to the Florida Department of Economic Opportunity
(County Administrator/Human Services & Community Partnerships/Housing Services)

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

- Leon County Research and Development Authority FY2012-13 Audited Financial Statements
- Capital Region Community Development District - January 14, 2014 Record of Proceedings

ADJOURN

*The next Regular Board of County Commissioners Meeting is scheduled for
Tuesday, April 8, 2014 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

2014

JANUARY

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PUBLIC NOTICE
2014 Tentative Schedule

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

All sessions are held in the Commission Chambers, 5th 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>
March 2014	<i>Saturday 1 – Wednesday 5</i>	<i>NACO Legislative Conference</i>	<i>Washington Hilton Washington, D.C.</i>
	Monday 10	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Meeting; City Commission Chambers
	Tuesday 11	1:30 – 3:00 p.m.	Workshop on Primary Healthcare
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second and Final Public Hearing on the Submittal of a FFY13 \$750,000 Community Development Block Grant Application in the Housing Revitalization Category to the Florida Department of Economic Opportunity
	Tuesday 25	No Meeting	NO MEETING
	Thursday 27	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
		<i>FAC Legislative Day</i>	FSU Turnbull Conference Center Tallahassee
April 2014	<i>Thursday 3</i>	<i>8:30 a.m. – 5:00 p.m.</i>	<i>NACo Community Dialogue to Improve Health Location to be determined</i>
	Tuesday 8	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Public Hearing on Cycle 2014-1 Comprehensive Plan Amendments
	Monday 14	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA) Retreat; <i>Location TBD</i>
	<i>Thursday 17 – Friday 18</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: UF Hilton, Gainesville; Alachua County</i>
	Tuesday 22	3:00 p.m.	Regular Meeting
	Thursday 24	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
May 2014	Tuesday 13	1:30 – 3:00 p.m.	Workshop on Primary Healthcare
		3:00 p.m.	Regular Meeting
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers
	Monday 26	Offices Closed	MEMORIAL DAY
	Tuesday 27	9:00 a.m. – 12:00 p.m.	FY 2014/2015 Budget Workshop
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Public Hearing on Cycle 2014-1 Comprehensive Plan Amendments
	Thursday 29	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
June 2014	Tuesday 10	3:00 p.m.	Regular Meeting
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
	<i>Tuesday 17- Friday 20</i>	<i>FAC Annual Conference</i>	<i>Hilton Bonnet Creek Orange County</i>
	Tuesday 24	3:00 p.m.	Regular Meeting
	Thursday 26	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	July 2014	Friday 4	Offices Closed
Monday 7		9:00 a.m. – 5:00 p.m.	FY 2014/15 Budget Workshop <u>Canceled</u>
Tuesday 8		9:00 a.m. – 3:00 p.m.	FY 2014/15 Budget Workshop
		3:00 p.m.	Regular Meeting
Wednesday 9		9:00 a.m. – 3:00 p.m.	FY 2014/15 Budget Workshop, <i>if necessary</i>
Thursday 10		9:30 a.m.	CRA Meeting; City Commission Chambers
<i>Friday 11– Monday 14</i>		<i>NACo Annual Conference</i>	<i>Morial Convention Center Orleans Parish/New Orleans, Louisiana</i>
Tuesday 22		No Meeting	BOARD RECESS
<i>TBD</i>		<i>National Urban League Annual Conference</i>	<i>Cincinnati, Ohio</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2014	<i>Friday 8 – Sunday 10</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Omni Amelia Island Plantation</i>
	Tuesday 12	No Meeting	BOARD RECESS
	Tuesday 26	3:00 p.m.	Regular Meeting <i>Canceled; Scheduled for September 2, 2014</i>
September 2014	Monday 1	Offices Closed	LABOR DAY HOLIDAY
	Tuesday 2	3:00 p.m.	Regular Meeting
	<i>Sunday 14– Wednesday 17</i>	<i>ICMA Annual Conference</i>	<i>Charlotte/Mecklenburg North Carolina</i>
	Monday 15	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		5:00 – 8:00 p.m. 5:30 p.m.	Intergovernmental Agency (IA) Meeting FY 2015 Budget Public Hearing City Commission Chambers
	Tuesday 16	6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2014/2015 *
	<i>Wednesday 17– Friday 19</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Sandestin Beach Resort Walton County</i>
	<i>Wednesday 17– Saturday 20</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Thursday 18	4:00 p.m.	CRA Meeting; City Commission Chambers
	Tuesday 23	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2014/2015*
October 2014	TBD	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 UF Hilton, Gainesville; Alachua County</i>
	Tuesday 14	3:00 p.m.	Regular Meeting
	Monday 20	9:00 a.m. – 1:00 p.m.	CRTPA Retreat (<i>Location TBD</i>)
	Thursday 23	9:30 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 28	3:00 p.m.	Regular Meeting

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2014	Monday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 17	1:00 p.m.	Capital Region Transportation Planning Agency (CRTPA); City Commission Chambers
	Tuesday 18	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	Thursday 20	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Thursday 27	Offices Closed	THANKSGIVING DAY
	Friday 28	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2014			
	<i>Wednesday – 3 Friday 5</i>	<i>FAC Legislative Conference</i>	<i>Sawgrass Marriot St. John's County</i>
	<i>Wednesday 3</i>	<i>New Commissioner Workshop</i>	<i>Sawgrass Marriot St. John's County</i>
	<i>Friday 5</i>	<i>FAC Workshop</i>	<i>Sawgrass Marriot St. John's County</i>
	Monday 8	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 9	3:00 p.m.	Regular Meeting
	Thursday 11	9:30 a.m.	Community Redevelopment Agency (CRA) City Commission Chambers
	Tuesday 23	No Meeting	BOARD RECESS
	Thursday 25	Offices Closed	CHRISTMAS DAY
	Friday 26	Offices Closed	FRIDAY AFTER CHRISTMAS DAY
January 2015			
	Thursday 1	Offices Closed	NEW YEAR'S DAY

Citizen Committees, Boards, and Authorities 2014 Expirations and Vacancies

www.leoncountyfl.gov/committees/expire.asp

VACANCIES

Affordable Housing Advisory Committee

Board of County Commissioners (3 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

Joint City/County/School Board Coordinating Committee

Board of County Commissioners (1 appointment)

EXPIRATIONS

MARCH 31, 2013

Contractors Licensing and Examination Board

Commissioner - District IV: Desloge, Bryan (1 appointment)

Commissioner - District V: Dozier, Kristin (1 appointment)

Science Advisory Committee

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District II: Sauls, Jane (1 appointment)

Commissioner - District III: Dailey, John (1 appointment)

Commissioner - District IV: Desloge, Bryan (1 appointment)

APRIL 30, 2014

Commission on the Status of Women and Girls

Board of County Commissioners (4 appointments)

Commissioner - District I: Proctor, Bill (1 appointments)

Commissioner - District III: Dailey, John (1 appointments)

Commissioner - District V: Dozier, Kristin (1 appointments)

Tallahassee City Commission (3 appointments)

Tallahassee Sports Council

Board of County Commissioners (2 appointments)

MAY 31, 2014

Minority, Women & Small Business Enterprise (M/WSBE) Committee

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)

JUNE 30, 2014

Adjustment and Appeals Board

Board of County Commissioners (2 appointments)
Tallahassee City Commission (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)
Tallahassee City Commission (1 appointment)
Leon County School Board (1 appointment)

Workforce Plus

Board of County Commissioners (4 appointments)

JULY 31, 2014

Big Bend Health Council, Inc.

Board of County Commissioners (4 appointments)

Educational Facilities Authority

Board of County Commissioners (2 appointments)

Enterprise Zone Agency Development (EZDA) Board of Commissioners

Board of County Commissioners (3 appointments)

Water Resources Committee

Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District IV: Desloge, Bryan (1 appointment)
Commissioner - District V: Dozier, Kristin (1 appointment)

AUGUST 31, 2014

Code Enforcement Board

Commissioner - At-large I: Lindley, Mary Ann (1 appointment)
Commissioner - At-large II: Maddox, Nick (1 appointment)
Commissioner - District II: Sauls, Jane (1 appointment)

SEPTEMBER 30, 2014

Health Coordinating Committee

Board of County Commissioners (5 appointments)

Council on Culture & Arts

Board of County Commissioners (1 appointment)

Research and Development Authority at Innovation Park

Board of County Commissioners (2 appointments)

OCTOBER 31, 2014

Audit Advisory Committee

Board of County Commissioners (2 appointments)

Clerk of the Courts (3 appointments)

Tourist Development Council

Board of County Commissioners (3 appointments)

Tallahassee City Commission (2 appointments)

DECEMBER 31, 2014

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)

Joint City/County Bicycle Working Group

Board of County Commissioners (2 appointments)

Tallahassee City Commission (4 appointments)

Library Advisory Board

Commissioner - At-large II: Maddox, Nick (1 appointment)

Commissioner - District I: Bill Proctor. (1 appointment)

Commissioner - District V: Kristin Dozier (1 appointment)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

March 11, 2014

To: Honorable Chairman and Members of the Board
From: Bob Inzer, Clerk of the Circuit Court and Comptroller
Title: Approval of Minutes: January 21, 2014 Regular Meeting

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the January 21, 2014 Regular Meeting.

Attachment:

1. January 21, 2014 Regular Meeting Minutes

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
January 21, 2014**

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

At the invitation of Commissioner Jane Sauls, Pastor Steven Wood provided the invocation. Commissioner Sauls then led the Pledge of Allegiance.

Awards and Presentations

- Chairman Kristin Dozier presented a Proclamation Designating January 2014 as “Radon Awareness Month”. Dr. Sharon Watkins, Bureau of Epidemiology, accepted the Proclamation on behalf of the Department of Health. She stated that the Department is currently undertaking a study to determine the prevalence of radon in Leon County homes and thanked the Board for its support.
 - Chairman Kristin Dozier presented a Proclamation Designating January 25, 2014 as “Arbor Day”. She announced that the County and City would again jointly conduct a community planting at the J.R. Alford Greenway on Saturday, January 25th. Representatives of Sustainable Tallahassee accepted the Proclamation and stated that over the course of the lives of the 110 live oaks that will be planted, 110 metric tons of carbon will be sequestered.
 - Wayne Tedder, Director, PLACE – Planning, Land Management & Community Enhancement, provided a video update on Cascades Park’s “Prime” amenity and the Interactive Fountain. He announced that the Grand Opening is on schedule.
1. Presentation and Acceptance of \$100,000 Donation from the Friends of the Library.

Cay Hohmeister introduced Susan Jefferson who presented a check for \$100,000 to Leon County on behalf of the Friends of the Library. The funds will be used to enhance library selections.

The Board approved Option 1, Accept the \$100,000 donation from the Friends of the Library, and approve the Resolution and associated Budget Amendment Request.

Consent:

Commissioner Sauls moved, duly seconded by Commissioner Desloge, to approve the Consent Agenda, with the exception of Items 14, 17 and 18, which were pulled for further discussion. Item 13 was removed from the agenda. The motion carried 7-0.

2. **Approval of Minutes: November 19, 2013 Workshop on Proposed Solutions to Promote Sustainable Growth Inside the Lake Protection Zone Workshop; November 19, 2013 Board Reorganization and Regular Meeting; December 10, 2013 Workshop on Consideration of Leon County Funding Participation in Support of the Comprehensive Emergency Services Center to Support the Homeless; December 10, 2013 Workshop on 2014 State and Federal Legislative Priorities; and, December 10, 2013 Regular Meeting**

The Board approved Option 1: Approve the minutes of the November 19, 2013 Workshop on Proposed Solutions to Promote Sustainable Growth Inside the Lake Protection Zone

Workshop; November 19, 2013 Board Reorganization and Regular Meeting; December 10, 2013 Workshop on Consideration of Leon County Funding Participation in Support of the Comprehensive Emergency Services Center to Support the Homeless; December 10, 2013 Workshop on 2014 State and Federal Legislative Priorities; and, December 10, 2013 Regular Meeting

3. Approval of First Extension of the Agreement for Auditing Services with Thomas Howell Ferguson P.A. and Law Redd Crona & Munroe P.A.

The Board approved Option 1: Approve the First Extension of the Agreement for Auditing Services with Thomas Howell Ferguson P.A. and Law Redd Crona & Munroe P.A.

4. Acceptance of an Update Regarding the Tourist Development Council Chairman Appointment

The Board approved Option 1: Accept the update regarding the Tourist Development Council Chairman appointment.

5. Ratification of Board Actions Taken at the December 20, 2013 Workshop on the 2014 State and Federal Legislative Priorities

The Board approved Option 1: Ratify the Board actions taken at the December 10, 2013 Workshop on the 2014 State and Federal Legislative Priorities.

6. Approval of Payment of Bills and Voucher Submitted for January 21, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of January 22, 2014 through February 10, 2014

The Board approved Option 1: Approve the payment of bills and vouchers submitted for January 21, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of January 22 through February 10, 2014.

7. Approval to Renew the Agreement Between Leon County and Tallahassee Community College for the Provision of Internships for Emergency Medical Services Technology Students

The Board approved Option 1: Approve the renewal of the Agreement between Leon County and Tallahassee Community College to provide internships for Emergency Medical Services Technology students.

8. Request to Schedule a Workshop on Fire Safety Infrastructure Needs in Unincorporated Leon County for Tuesday, February 25, 2014 at 12:00 – 1:30 p.m.

The Board approved Option 1: Schedule a Workshop on Fire Safety Infrastructure Needs in Unincorporated Leon County for Tuesday, February 25, 2014 at 12:00 – 1:30 p.m.

9. Approval to Waive the Street Renaming Application Fee for “Sgt. Dale Green Way”

The Board approved Option 1: Approve the request to waive the street renaming application fee for “Sgt. Dale Green Way.”

10. Approval of Contract Amendment #7 to the Stormwater Flow Monitoring Contract with the Northwest Florida Water Management District

The Board approved Option 1: Approve Amendment #7 to the Stormwater Flow Monitoring Contract with the Northwest Florida Water Management District, and authorize the County Administrator to execute.

11. Approval of the Plat of Pine Dove, Phase I Subdivision for Recording in the Public Records

The Board approved Option 1: Approve the plat of Pine Dove, Phase I subdivision for recording in the Public Records.

12. Adoption of Proposed Revised Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities"

The Board approved Option 1: Adopt the proposed revised Policy No. 06-1, "Use and Scheduling of Parks & Recreation Facilities" addressing the minimum lead time for securing reservations and the use of Community Centers for tutoring programs.

13. Approval to Name the Lake Jackson Community Center in Memory of Judith Anne Dougherty

REMOVED FROM THE AGENDA

14. Ratification of Waiving the Emergency Medical Services Fee for the Florida State University National Football Championship Community Celebration on January 18, 2014

Chairman Dozier requested the item be pulled for further discussion.

County Administrator Long introduced the item. He announced that the celebration had been postponed and requested that the Board approve the waiver for the date and time the celebration is rescheduled.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, to approve Option 1, as amended: ~~Ratify the waiving~~ Waive the Emergency Medical Services fee for the Florida State University national football championship community celebration scheduled for a future date.

15. Acceptance of Status Report on 2013 Transfers of Leon County Surplus Computing Equipment to Goodwill Industries

The Board approved Option 1: Accept the status report on 2013 transfers of Leon County surplus computing equipment to Goodwill Industries.

16. Acceptance of the 2013 Concurrency Annual Report

The Board approved Option 1: Accept the 2013 Concurrency Annual Report.

17. Acceptance of the Status Report on Minority and Women Business Enterprise Expenditure

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Proctor expressed concerns about the possible stagnation of the program, mentioning the lack of measurable progress in the number of MWBE vendors and in the allocation of funds to minority businesses.

County Administrator Long offered to bring back a more detailed report, should it be directed by the Board. Commissioner Proctor responded that more information is not needed, but rather a demonstration of marked improvement in the number of minority vendors doing business with the County. He suggested using information from the Commission on the Status of Women and Girls and believed that some of the 12% proposed appropriation set aside for economic development initiatives from future sales tax monies, could be used to support local minority businesses.

In response to Commissioner Lindley's request for additional information on partnerships and networking projects currently underway, Shanea Wilks, MWSBE Director, shared that the WMSBE Office, in conjunction with FAMU, will co-sponsor activities associated with Small Business Week and is involved with the Minority Enterprise Development Week (which specifically focuses on minorities and women). Ms. Wilks also mentioned that one of the MWSBEs goals for 2014 is to increase partnerships locally.

Chairman Dozier commented that she would prefer to wait on the next report from the Commission on the Status of Women and Girls, rather than acting prematurely. She reminded the Board of the tremendous amount of work focused on business development and entrepreneurship and suggested that a report be requested in a few months

Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Option 1: Accept the status report of Minority and Women-Owned Business Enterprise expenditures. The motion carried 7-0.

18. Acceptance of the Update on the December 5, 2013 Woodville Town Hall Meeting

Commissioner Proctor requested the item be pulled for further discussion.

County Administrator Long introduced the item.

Speaker:

- Curtis Baynes, 1323 E. Tennessee Street, asked that Board continue to be mindful that there are two distinct areas in the Primary Springs Protection Zone – Oakridge/Lake Munson and Woodville. He pointed out that Woodville is more rural and outside the Urban Services Area (USA), while Oakridge/Lake Munson is more heavily populated and within the USA.

Commissioner Proctor stated that he was pleased with staff's report. He referred to findings on pages 2-3 of the report and provided comment on a few issues. He pointed out citizens' concerns regarding the costs and affordability to connect to central sewer and their concerns with respect to diversifying Woodville population. Commissioner Proctor also commented that the County should not overlook the role of science and the detrimental effects to the aquifer resulting from the absence of central sewer to the area.

Commissioner Proctor moved, duly seconded by Commissioner Sauls, approval of Option 1: Accept the update on the December 5, 2013 Woodville Town Hall Meeting. The motion carried 7-0.

19. Acceptance of a Status Report on the Remedial Action Plan to Address Groundwater Issues at the Apalachee Solid Waste Management Facility

The Board approved Option 1: Accept the status report on the Remedial Action Plan to address groundwater issues at the Apalachee Solid Waste Management Facility.

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

- Chuck Mitchell, 3890 Tan Mouse Road, expressed concern about the broken HVAC system at the animal shelter. He relayed that no adoptions are being conducted at this time due to the cold. He urged the Board to assist in a long-term solution and support staff in their short-term solutions. He mentioned that he was representing the Tallahassee Memorial Healthcare Animal Therapy Program - a program that is comprised of 150 animals, most of which are shelter animals and spoke of the tremendous value the program provides to the community.
- Mahir Rutherford, 922 E. Lafayette St., co-owner of Kwik Kutz Barbershop, expressed concerns about the negative impact that construction along Lafayette Street has had on their business. He asserted that their business has been wronged and wanted justice. He mentioned that they have been made to endure certain situations they deemed insensitive, i.e., confederate flags on trucks, blockades, and traffic being rerouted away from their business.
- Shannon Booker, 922 E. Lafayette, co-owner of Kwik Kutz Barbershop, also spoke on the detrimental effects of the Lafayette Street construction on their business. He recalled that he spoke in December hoping for some resolution to this problem. He asserted that what they have endured over the last two years "is a shame" and appeared to bring more awareness to this problem. He stated that they feel neglected and opined that the County can find a way to mitigate real business damages.

General Business

20. Ratification of Board Actions Taken at the December 9, 2013 Board Retreat and Revised Strategic Plan.

County Administrator Long introduced the item.

Commissioner Desloge moved, duly seconded by Commissioner Proctor, approval of Option 1: Ratify the actions taken by the Board during its December 9, 2013 Annual Retreat, and approve the Leon County Board of County Commissioners Strategic Plan for FY 2012 through FY 2016, as amended. The motion carried 7-0.

21. Ratification of Board Actions Taken at the December 10, 2013 Workshop on the Consideration of Leon County Funding Participation in Support of the Comprehensive Emergency Services Center to Support the Homeless

County Administrator Long introduced the item. He shared that based on Board action at the December 10 workshop, the County has received a revised funding request, which is in compliance with the County's Discretionary Funding Ordinance. He mentioned that the same request has been made of the City and will be taken up at their January 22nd City Commission Meeting. Additionally, the request has been approved by the United Way.

Speakers:

- Fred Shelfer, 10939 Luna Point Drive, President of Goodwill Industries and President of the Dick Howser Center, stated that while he was not opposed to the Shelter's relocation, there are concerns about its proximity to the Dick Howser Center. He remarked that plans to expand the Center have been halted, as they did not believe the Center could survive adjacent to the Shelter. He submitted that the Center has been in its current location for 25 years and provides therapy and services to children with disabilities that are not provided anywhere else in the community. Mr. Shelter asserted that the Center is important and should be preserved, but has to be relocated. He would like to have future discussions with the Board regarding the relocation of the Center.
- Junelle Gallon, 4753 Hibiscus Avenue, appeared before the Board as a concerned parent of a three year old disabled child who attends the Center. She expressed a concern about mixing the children with the homeless population and about the possibility of non-registered sex offenders being in close proximity to the children. She urged the Board to take the concerns seriously.
- Claire Ancheta, 2418 Rosemary Terrace, spoke as a mother of a child who attends Dick Howser. She advocated for the relocation of the Center and asked the Board for assistance in moving to a new site.
- Calvin Melton, 451 Cedar Hill Road, former Chair of the Dick Howser Center, stated that there was great concerns about the homeless center being so close (just across a fence) to the Center. He asserted that parents are concerned and have indicated that they would not continue to send their children to the Center. He submitted that the only viable option is to move the Center and asked the Board in its consideration of funding for the Emergency Services Center to add additional funds to help make the Dick Howser center whole again.
- Shirley Bowne', 1429 Lucy Street, spoke to the negative impact the relocation of the homeless shelter would have on Dick Howser. She stated that it was a lack of due diligence that Goodwill Industries or Dick Howser was not notified of the proposed relocation and hoped that the County and City would assist Goodwill in relocation of the Center.
- Jon Bailey, 2213 Napoleon Bonaparte Dr., professor emeritus in psychology who works pro bono at the Dick Howser Center, shared that the children at Dick Howser are a vulnerable population. He opined that the Shelter would be a disincentive to the parents and the homeless population would frighten the children. He requested County support in the Center's relocation.
- Lynn Lanier, 2101 Pensacola Street, commented that she was a resident and a small business owner on Pensacola Street and felt she and other businesses would be affected by the relocation of the Center. She stated that residents and business owners were not notified of the rezoning request and by the time they were notified it was a "done deal". She does not believe that it is a good idea to have the Shelter close to Dick Howser and thinks the City and County should help fund a new Dick Howser Center.

Commissioner Dailey asked Mr. Shelfer to clarify the financial need for relocation. Mr. Shelter responded that Goodwill has identified a new site and negotiations are in process. He shared that Rick Kearney's foundation has offered assistance and Goodwill could contribute more. However, they would like support from the City, County, and possibly, United Way. Upon further questioning from Commissioner Dailey regarding the type of commitment that would be sought from the County, Mr. Shelfer responded that negotiations have not been completed; however, should the cost be split four or five ways the numbers would be workable. Mr. Shelfer proposed a three year commitment, upon which after that time Dick Howser would be self-sufficient.

Commissioner Dailey indicated that he was interested in a discussion to move forward with financial assistance to relocate the Dick Howser Center and believed that all partners involved have a responsibility in this matter. He suggested that the \$500,000 (for the Shelter) be increased to \$600,000; with the additional \$100,000 being dedicated to the relocation efforts of Dick Howser. He stated however, that no funds would be expended for the relocation until a specific financial request is received and that funding would be contingent on other partners' participation (in an equal amount). (He established with Chairman Dozier that funding for Dick Howser would be offered in a separate motion from the Shelter funding motion.)

Regarding funding support for the Comprehensive Services Emergency Center, Commissioner Dailey confirmed with County Administrator Long that the Board could give direction to include \$100,000 in the upcoming budget and express its commitment for the five-year arrangement and that an agenda item for a future Board meeting on this issue was unnecessary.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1 & 2, as amended: 1) Ratify the actions taken at the December 10, 2013 Workshop Considering Funding Participation in Support of the Comprehensive Emergency Services Center to Support the Homeless, and 2) Direct staff to ~~prepare an agenda item for a future Board meeting providing options for the Board to consider in support of the \$500,000 funding request including requirements associated with the County granting the funding~~ provide \$100,000 in funding as part of next year's budget process for FY 2014/15, indicate support for an additional \$400,000 to be allocated at \$100,000 per year in future budgets for a total commitment of \$500,000, and provide a proposed funding agreement for Board approval.

Commissioner Proctor, while professing his support for the Dick Howser Center, expressed a concern about designating funds for its relocation based on opinions of individuals who believe the Shelter would have a negative impact on the Center. He mentioned that there are a number of businesses that have been housed by the Shelter for years and received no financial assistance from the County or City. Commissioner Proctor urged the Board to exercise prudence before setting this type of precedence.

Commissioner Desloge reiterated the great service provided by the Dick Howser Center and established with Mr. Shelfer that no financial request was being made at this time. He echoed the concerns of Commissioner Proctor and suggested that Goodwill provide more specifics on costs to relocate and bring back to Board for consideration.

Commissioner Lindley submitted that there is a considerable difference between businesses being impacted by the location of a homeless shelter and a school for disabled children. She added that she would be interested in seeing how, at some point, the current Howser Center property could be part of the homeless shelter campus.

Commissioner Proctor asked County Attorney Thiele if it was fair to single out funding for the Dick Howser Center and would there need to be a public notice. County Attorney Thiele responded that the Board has the authority and ability to decide that the Howser Center was sufficiently unique to be chosen for funding (same as the homeless shelter). Mr. Thiele opined that funding for the Howser Center does not obligate the Board to provide monetary support to other businesses or organizations.

Chairman Dozier voiced her support for the relocation of the Homeless Shelter; however, reiterated her concerns regarding operation/maintenance funding for the Shelter in out years. She also recognizes the concerns about the Howser Center and supports separating the two issues. She too wants to see more specifics from Goodwill.

The motion carried 7-0.

22. Consideration of Scheduling Board Workshops on the Cultural Plan Update Committee Report and Recommendations and the Sales Tax Committee Final Report and Recommendations

County Administrator Long introduced the item. He offered February 10th or February 11th as potential dates for the Workshops.

Speaker:

- Curtis Baynes, 1323 E. Tennessee Street, mentioned that since public comment is typically not accepted during workshops, he urged the Board to not make decisions at the Sales Tax Workshop, which would subsequently be ratified, until the public has an opportunity to address the Board on this issue.

Commissioner Desloge agreed with Mr. Baynes on the need for public comment and asked when the public would have an opportunity to comment. County Administrator Long responded that the Workshop would be the first time coming before the Board, but there would be a series of meeting to receive public input.

Chairman Dozier stated that she was inclined to not take public input at the workshop and referenced three meetings in which public comment could be offered. She also suggested that a date certain be established for the Intergovernmental Agency (IA) meeting and final commission meeting to meet the schedule to place the initiative on the 2014 ballot, should the Board decide to do so.

Commissioner Proctor ascertained from County Administrator Long that the decision to place the referendum on the 2014 ballot would be at the discretion of the Board; however the Sales Tax Committee has made recommendation for the 2014 ballot. Commissioner Proctor also established with the County Administrator that the deadline for placing the issue on the ballot would be 90 days before the election.

Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1, 2 & 3: 1) Approve the timelines as presented here and provide any additional guidance the Board deems appropriate; 2) Schedule a Board workshop on the Cultural Plan Committee update report and recommendations for February 11, 2014 at 8:30 a.m. – 10:30 a.m., and 3) Schedule a Board workshop on Sales Tax Committee final report and recommendations for February 11, 2014 at 10:30 – 12:30 p.m. The motion carried 7-0.

23. Acceptance of the Status Report on Efforts to Mitigate the Impact of the Lafayette Street Construction Project on Local Businesses and Consideration of the Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Business Program

County Administrator Long introduced the item. He stated that the proposed Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program provides a set of services to businesses impacted by future County construction projects. He mentioned that specifics of the program are provided on page four of the agenda item. He referenced the construction along Lafayette Street and the agenda item also addressed the County's efforts to help mitigate the impact of construction to local businesses.

County Administrator Long conveyed that the OPEN program would have a fiscal impact of \$10,000 or ½ of one percent of a capital project,

Speakers:

- Mahir Rutherford, 922 E. Lafayette St., co-owner of Kwik Kutz, stated that he looks forward to working with the County on the OPEN program; however, the biggest issue is the past damages to businesses because of construction. He asserted that the law does allow for compensation when there are damages and added that Kwik Kutz does not have the capital to sustain the business. He thanked Chairman Dozier and County Administrator Long for their engagement of the situation.
- Shannon Booker, 922 E. Lafayette St., co-owner of Kwik Kutz, Booker, stated that he did not support the OPEN project as it does not address past damages. He urged the Board to do “what’s right”.

Commissioner Desloge received clarification on the fiscal impact of the proposed program.

Commissioner Proctor advocated on behalf of Kwik Kutz. He asked County Attorney Thiele to distinguish the difference between the County assisting in the relocation of the Shelter and singling out the Dick Howser Center for possible financial assistance and providing mitigating damages to Kwik Kutz. The County Attorney advised that the Shelter and the Dick Howser Center are not-for-profit social service agencies that provide services to the public, and as such distinguishes them from a private business. Commissioner Proctor stated that in his view what is happening to the Kwik Kutz business poses a unique situation.

Commissioner Proctor moved, duly seconded by Commissioner Dailey, approval of Options 1, 2, 3 & 4, and additional direction: 1) Accept the status report on efforts to mitigate the impact of the Lafayette Street Construction Project on local businesses; 2) Adopt the Resolution declaring a paramount public purpose regarding the expenditure of county funds for programs that assist private businesses to mitigate temporary adverse impacts resulting from county public works construction projects; 3) Direct staff to continue to implement the “Don’t Forget, Shop Lafayette” Marketing Plan, 4) Establish the Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program to provide a shelf-ready program that would mitigate the impact of county construction projects on businesses. And direct staff to determine the financial impact that has occurred in relationship to the construction activities on Lafayette Street that have uniquely impacted Kwik Kutz, taking into consideration the business earnings prior to construction versus their earnings during construction and prepare an agenda item which provides an amount of compensation that could be considered by the Board.

Commissioner Maddox asked if the Board takes up this motion, could it direct staff to look at a grant program and specify an amount to go to that program and could it be included in this fiscal budget. County Administrator Long commented that staff was not recommending a grant program; however, a turnaround for this fiscal budget could be accomplished.

Commissioner Dailey submitted that this was a unique situation and supported the motion to ascertain the fiscal impact to Kwik Kutz and have staff bring back a recommendation for Board consideration. He pointed out that this action does not commit the Board in any way. Commissioner Dailey expressed a desire to explore all options and suggested that the County’s insurance policy be reviewed to determine if it covers a unique situation such as business losses due to construction.

Commissioner Proctor clarified that his motion only applied to the unique situation being experienced by Kwik Kutz.

Chairman Dozier agreed that Kwik Kutz presented a unique situation; however, she was concerned about the “slippery slope” that would be created by offering mitigation. She voiced a need for structure and criteria and opined that the proposed OPEN program offered specific ways to assist businesses during County supported construction projects. She stated that she continues to be concerned about the notification process and suggested that door to door notification was more proper, as it seems that notices may have been mailed to landlords and not tenants along Lafayette Street. She concluded that while she could support exploring of a grant program, she could not support assistance to just one business.

Commissioner Lindley stated that she could support a grant program and was interested in learning the fiscal impact of construction incurred by Kwik Kutz.

The motion carried 7-0.

Chairman Dozier recessed the Board for its dinner break and announced it would reconvene at 6:00 p.m. to conduct the scheduled public hearings.

24. Consideration of Scheduling NACo Community Dialogue Meeting and Related Board Healthcare Workshop

County Administrator Long introduced the item. He shared that staff has identified March 11th as a potential date for the Board’s Healthcare Workshop, should it wish to have it prior to the National Association of Counties (NACo) Community dialogue meeting.

Commissioner Proctor stated that he would like to see Commissioner Desloge take a leadership role in the NACo Community Dialogue meeting, as he is a NACo representative and President of Florida Association of Counties (FAC).

Commissioner Desloge responded that he would be happy to facilitate the meeting in whatever capacity the Board decides. He recommended holding the County’s Healthcare workshop in advance of the Community Dialogue meeting so that there is an opportunity for discussion within the community. He added that it would also allow the Board to flush out the issues with Bond, Neighborhood, and other entities prior to the NACo meeting.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2, as amended: 1) Schedule the NACo Community Dialogue to Improve County Health for Thursday, April 3, 2014 at 8:30 – 5:00 p.m., and 2) Schedule the Board’s Workshop on County Healthcare for Tuesday, ~~May 27, 2014~~ March 11, 2014 at 12:00 – 3:00 p.m. The motion carried 7-0.

Commissioner Lindley agreed that there is a sense of urgency throughout the community to go forward with an overall look at the County health centers, i.e., Bond, Neighborhood, Health Department and even EMS. She opined that the NACo meeting would be more focused and meaningful if the Board held its meeting first.

Commissioner Proctor asked that the issue of Medicaid expansion be include in the Healthcare workshop for discussion.

Chairman Dozier stated that she anticipated all seven Commissioners would be in attendance at the NACo meeting. She mentioned that there may be a need for a second workshop after the Dialogue meeting to deal with possible budget implications.

The motion, as amended carried 7-0.

25. Acceptance of Status Report on the Proposed Broadcast Auto-Dialer Ordinance to Assist with Sign Code Enforcement Issues

County Attorney Thiele introduced the item and indicated that it responds to a request by Commissioner Desloge for further information on this topic. He stated that staff recommends that the Board not pursue the robo-calling concept at the present time, but rather do a set of sweeps for illegal signs by staff on a monthly basis.

Commissioner Sauls moved, duly seconded by Commissioner Dailey, approval of Options 1 & 2: 1) Accept the status report and take no further action in drafting a Broadcast Auto-dialer Ordinance, and 2) Direct staff to implement a monthly sign sweep of the County to remove illegal signs in the right-of-way and request assistance from the Leon County Sheriff's Office to issue citations to repeat or egregious violators.

Commissioner Dailey stated that he would support the motion and offered that the County needed to enforce the ordinance that is in place. He also suggested that should the problem continue, the Board may need to readdress its sign ordinance.

Commissioners Desloge and Dozier requested a status report in a year.

The motion carried 7-0.

26. Approval of Sidewalk Implementation Program for a Portion of the Local Option Fuel Tax and Submittal of Sidewalk List for Inclusion in the Regional Mobility Plan

County Administrator Long introduced the item. He recalled that the Board had directed that one-half of the County's revenues collected be used to reduce the current general revenue subsidy to the transportation program and the other half to be set aside for the highest priority transportation capital projects.

Speaker:

- Curtis Baynes, 1323 E. Tennessee St., commented that the Board had justified the increases in gas, stormwater and garbage fees to alleviate the general revenue subsidies for these programs. He voiced concern that the Board seems to now want to divert those funds to other areas.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the FY 14 and FY 15 Capital Program Schedules and direct staff to implement; and, approve the Resolution and associated budget Amendment Request, and 2) Approve the Sidewalk Segment list as Board priorities, and authorize staff to submit to the Capital Regional Transportation Agency for inclusion in the Regional Mobility Plan.

Commissioner Proctor spoke on the need for sidewalks along Magnolia Drive. He stated that he could not support the request and was disappointed that the study for Magnolia Drive did not include sidewalks all the way to Monroe Street (sidewalks proposed from Chowkeebin Nene to Jim Lee Road). He asserted that there was greater density from Jim Lee to Monroe than Chowkeebin to Jim Lee. He noted that the funds allocated for

FY 2014/15 are allocated to Bannerman and Fred George Roads and opined that there was not equal geographic disbursement.

Commissioner Proctor offered a substitute motion that the Board not accept the list and direct staff to include the part of Magnolia from Jim Lee to Monroe, which has the highest density, in its study and be more equitable in its allocation of funds for sidewalks throughout the County. The motion died for lack of a second.

Chairman Dozier agreed on the need for a sidewalks to Monroe; however, Magnolia is a complicated road and offered that this is a start. She added that the list does not reflect all that is being done.

County Administrator Long asked Katherine Burke, Chief Engineer, to speak to the issues raised by Commissioner Proctor. Ms. Burke submitted that the list reflects what is reasonable for the amount of money available for the project. She clarified the ranking of projects and stated that constructability was the reason for ending the sidewalk at Jim Lee Road.

Commissioner Proctor stated that staff's reasoning was not compelling and asked staff to do what would impact the greatest number of people (especially children); which is to start at Monroe and work back toward the Parkway. He suggested that the decision is racially motivated and asked that the decision be reconsidered.

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

27. Acceptance of a Status Report for Bannerman Road Transportation Improvements

County Administrator Long introduced the item. He stated that the County and City, through an interlocal agreement, have been collecting concurrency payments associated with specific significant benefit projects. He shared that Bannerman Road is in Significant Benefit Area 1 and is the tier 1 project for all concurrently dollars collected within this area. To date, the City has collected \$1.6 million and the County has collected approximately \$350,000 for the widening of Bannerman Road. He noted that the item appropriates these funds towards the project.

Commissioner Desloge voiced his support for the project and submitted that it would provide much needed relief along Bannerman.

Commissioner Desloge moved, duly seconded by Commissioner Lindley, approval of Options 1 & 2: 1) Accept the Bannerman Road Transportation Improvement Status Report, and 2) Approve the Resolution and associated Budget Amendment Request appropriating concurrency payments specifically collected for the widening of Bannerman Road.

Commissioner Proctor stated that he would not support the motion. He referenced the needed sidewalks along Magnolia Drive and could not support the expenditure of \$3 million for the widening of Bannerman.

Commissioner Dailey advised that he has a family member whose home backs up to Bannerman Road and could potentially be impacted. He established with County Attorney Thiele that he had no conflict of interest on this issue.

Chairman Dozier mentioned that this was a completely different funding source from those being used for sidewalk projects.

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

28. Consideration of Full Board Appointment of a Commissioner to the Educational Facilities Authority

County Administrator introduced the item. He relayed that Commissioner Desloge currently serves as the Board's liaison; however, is not interested in reappointment.

Commissioner Desloge moved, duly seconded by Commissioner Proctor, to appoint Commissioner Lindley as the Board's liaison to the Educational Facilities Authority. The motion carried 7-0.

Chairman Dozier reconvened the Board at 6:00 p.m. and conducted the following public hearings.

SCHEDULED PUBLIC HEARINGS

29. Second and Final Public Hearing of 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 the public hearing. He referenced staff's recommendation in the agenda item and asked that they be incorporated into the motion.

Speakers:

- Steve Greenwell, 7067 Standing Pines Lane, asked the Board to consider a roundabout at Tekesta and Bannerman Roads.
- Claude Walker 5428 Crofton Court, representing the developer, was joined by Tricia Searcy (Killearn Lakes Homeowners Association), and Judi Henderson and Fred Breeze (Lake McBride Homeowners Association). He commented on how all parties worked together to draft this Agreement and asked for the Board's support.
- The following individuals submitted speaker cards for questions only:
 - Debbie Dantin, Keith Dantin, and Tom O'Steen,

The Board commended everyone for their part in resolving the issues related to this project and coming to an agreement.

Commissioner Desloge stated that he would like to have a discussion on a roundabout at Tekesta and Bannerman.

Commissioner Dailey moved, duly seconded by Commissioner Desloge approval of Option 1: Conduct the second and final public hearing and approve the proposed Development Agreement between Leon County and Bannerman Forest, LLC, Bannerman Crossings V, LLC, Bannerman Crossings II, LLC, and Summit Holdings VIII, LLC.

The motion also included Staff's Recommendation, as follows:

- *The development authorized by the proposed Development Agreement will maximize the opportunity to address site access issues, such as vehicular movement and interconnectivity between Kinhega Drive and Bannerman Road, during the site plan review process; and*
- *The proposed Development Agreement furthers the Board's Strategic Priority of supporting business expansion and redevelopment opportunities.*

The motion carried. 7-0.

30. First and Only Public Hearing on a Proposed Ordinance Amending the Commercial Overlay Districts and the Commercial Center Future Development Concept Map of the Bradfordville Sector Plan, Amendments to the Official Zoning Map of Leon County and Corresponding Updates to the Applicable Provisions of Chapter 10 of the Leon County Code of Laws to Reflect the Board's Desire to Complete a Development Agreement

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

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance amending the Commercial Overlay Districts and the Commercial Center Future Development Concept Map of the Bradfordville Sector Plan, amendments to the Official Zoning Map of Leon County to change the Zoning Classification from the Residential Acre (RA), Bradfordville Commercial – Pedestrian Oriented (BC-2), and Bradfordville Office Residential (BOR) Zoning Districts to the Single and Two-Family Residential District (R-3) and Bradfordville Commercial – Auto Oriented (BC-1) Zoning District, as well as corresponding updates to the applicable provisions of Chapter 10 of the Leon County Code of Laws to reflect the Board's desire to complete a Development Agreement. The motion carried 7-0.

31. First and Only Public Hearing to Adopt a Proposed Ordinance Regarding a Small-Scale Comprehensive Plan Amendment to the 2030 Tallahassee-Leon County Comprehensive Plan for 224 East Sixth Avenue

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

Commissioner Dailey moved, duly seconded by Commissioner Sauls, approval of Option 1: Conduct the first and only public hearing and adopt an Ordinance regarding a small-scale Comprehensive Plan Amendment to the 2030 Tallahassee-Leon County Comprehensive Plan for 224 East Sixth Avenue. The motion carried 7-0.

GENERAL BUSINESS (These items will be taken up after public hearing)

32. Approval of the Proposed First Modification to 2002 Settlement Agreement Between Killearn Lakes Homeowners' Association, Inc. and Leon County

County Attorney Thiele introduced the item. He stated the action was needed to implement the Development Agreement approved in Item #29.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the proposed First Modification to 2002 Settlement Agreement between Killearn Lakes Homeowners' Association, Inc. and Leon County. The motion carried 7-0.

33. Approval of the Proposed Amended Settlement Agreement Between Lake McBride Property Owners Association and Leon County

County Attorney Thiele introduced the item. He stated that the action was needed to implement the Development Agreement approved in Item #29.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the proposed Amended and Restated Settlement Agreement between Lake McBride Property Owners Association and Leon County and approve the proposed Second Amended Declaration of Covenants, Conditions, and Restrictions. 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.)

- Mahir Rutherford, 922 E. Lafayette Street, co-owner of Kwik Kutz, reiterated the need for the County to mitigate damages to their business due to the County's construction project. He expressed an expectancy that the Board right the wrong.
- Shannon Booker, 922 E. Lafayette Street, co-owner of Kwik Kutz, spoke of his frustration and the need for justice and asked the Board what it would do if in his position.
- Scott Henderson, 599 Tung Hill Dr., spoke of his difficulty in getting answers to questions regarding the Bannerman Road/Thomasville Road development. He also disagreed with the credits being given to the developer by the County.
- Liz Olsen, 2017 Lewiswood Lane, spoke on the Lewis Property zoning in Woodville and stated that the zoning should be returned to Rural designation. She would like to take the full package, do declaration of unity title, and work with the County on what needs to be done to return to official zoning designation.
- Keith Lewis, 2922 Lewiswood Lane, asserted that the County hasn't done anything to put the land back to original designation of Rural.

Comments/Discussion Items

County Attorney Thiele:

- Referenced a memorandum he sent to the Board regarding the reappointment of Darryl Jones to the Planning Commission. He stated that the Board had, in 2009, appointed Mr. Jones to the Tallahassee-Leon County Planning Commission; however, subsequent to the Board's appointment, the City Commission also appointed Mr. Jones to the City Housing Finance Authority (HFA); thus creating a "dual office" holding, which is prohibited under the Florida Constitution. Mr. Jones has resigned from the HFA and wishes to be reappointed as a Planning Commissioner for the remainder of his term. County Attorney Thiele requested a motion be made to reappoint Darryl Jones to the Planning Commission retroactive to the date of his initial appointment.
 - *Commissioner Maddox moved, duly seconded by Commissioner Proctor, to reappoint Darryl Jones to the Planning Commission for the remainder of his term. The motion carried 7-0.*
- Advised that another settlement offer has been received from Johnny Petrandis that is distinctly familiar to the one rejected by the Board previously. He stated that the settlement offer has no merit given the amount of money owed to the County and recommended the Board reject the settlement offer.
 - *Commissioner Desloge moved, duly seconded by Commissioner Lindley, to reject the settlement proposal offered by Johnny Petrandis.*
 - *Commissioner Proctor stated that he was not prepared to vote on an issue that has not been agendaed. He asked the County Attorney to reconsider his request for Board action at this time and indicated that he would be more comfortable if the proposed agreement came back as an agenda item and an opportunity offered to Mr. Petrandis to address the Board.*
 - *The motion carried 6-1 (Commissioner Proctor in opposition).*

County Administrator Long:

- No issues

Commissioner Discussion Items

Commissioner Proctor:

- Offered a motion for the Board to request the County's Legislative Delegation to make Medicaid expansion legislation a priority and to adopt a Resolution urging the Governor to support the expansion of Medicaid. The motion died for lack of a second.
- Expressed concern that contractors in the community very boldly display the Confederate Flag and various other paraphernalia on equipment used on projects funded by Leon County taxpayers.
 - Commissioner Proctor moved, duly seconded by Commissioner Dailey, to direct staff to develop a policy that prohibits contractors from displaying offensive language on equipment being used on County-funded projects and to make it a part of the County's business practices.
 - Commissioner Dailey initiated discussion with the County Attorney on what latitude the County might have in situations such as these.
 - County Attorney Thiele responded that a provision could be added to the standard form contract that prohibits vehicles owned by contractors or subcontractors from displaying items with offensive or harmful language or symbols during the course of the activities of the contract. He submitted however, that enforcement would be an problem.
 - Commissioner Desloge asked "where do you draw the line", the term offensive is hard to define. He stated that his support of the motion was not indicative of his support going forward.
 - Commissioner Maddox discussed with County Attorney Thiele how enforcement would be handled.
 - Chairman Dozier voiced some concern and caution with the proposed action. She commented that she had spent over 11 years on job sites and found that it was personal vehicles, not company vehicles, which would contain potentially offensive signs. County Attorney Thiele conveyed that any proposed prohibition could not be applied to personal vehicles or items of clothing, only those vehicles or equipment that was utilized, rented or owned by the contractor.
 - The motion carried 7-0.
- Commissioner Proctor moved, duly seconded by Commissioner Lindley, to present a Proclamation to Ms. Mattie Mobley in celebration of her 100th birthday at an upcoming. The motion carried 7-0.
- Suggested that Commissioner Maddox be allowed to represent the County in presentation of a Proclamation at the FSU national championship celebration.
 - Commissioner Maddox thanked Commissioner Proctor. He stated that he requested two Proclamations at the December meeting; however, he would leave it up to the discretion of the Chair, since the Chair was the one designated to be on the stage and present the Proclamation.

Commissioner Dailey:

- Stated that he was concerned about the broken HVAC system at the Animal Shelter and questioned the relationship between the City and County regarding a solution to the problem. He asked the County Administrator to keep the Board updated throughout the week, via emails, on the City's plans (in anticipation of a hard cold front expected this week-end) regarding the Shelter situation. He also asked to be kept abreast of long-term plans.

Commissioner Sauls:

- No issues.

Commissioner Maddox:

- Expressed his pride in FSU's National Championship.
- Commended Commissioner Lindley on her concern and interest in the welfare of the animals of the shelter as evidenced by her recent visit to the Shelter and providing needed blankets for the animals.

Commissioner Desloge:

- Announced the first Community Legislative Dialogue meeting would be held on February 4th at 7:30 a.m. in the Commission Chambers and invited the public to attend.
- Announced that he and Commissioner Dozier would be participating in the Readers Theater performance of "Avarice in Ambrosia", to be held on February 8th, 6:00 – 10:00 p.m. at the Women's Club of Tallahassee, Los Robles.

Vice-Chairman Lindley:

- Commented on her recent visit to the Animal Shelter and stated that the City and County are working to get the HVAC system repaired.
- As Chairman of the Transportation Disadvantaged Committee, she mentioned that the Lake Jackson FLEX Service Program tailor-made bus route is coming along and there is hope of expanding the program to other unincorporated areas.
 - Requested that Andrea Rossier and Ivan Maldonado from StarMetro be invited to the March 11th meeting to provide information on the FLEX Service Program.
Approved without Objection.

Chairman Dozier:

- Echoed previous comments about the Animal Shelter's HVAC and hoped for quick resolution.
- Invited all to attend the Readers Theatre Performance on February 8th.
- Shared that Elder Care Services, Inc. has requested that the Board add to its legislative priorities support for their legislative request for a "Senior Portal". She voiced her support for the request.
 - On behalf of Chairman Dozier: *Commissioner Desloge moved, duly seconded by Commissioner Lindley, direction to staff to add Elder Care Services "Senior Portal" to the list of Leon County legislative priorities.*
 - Commissioner Maddox recalled the Board's decision at the Legislative Priorities Workshop to not include in its list of priorities a request he made regarding a Visitors' Center at Maclay Gardens and SSTRIDE Funding for the FSU Medical School. He mentioned that while these requests were not specifically related to Leon County, they were of benefit to the County as a whole. He reminded the Board that it voted to send a letter of support for these initiatives and, to be consistent; he suggested that a letter of support be provided to the Department of Elder Affairs. He noted however, that he was in support of the Elder Care initiative.
 - The motion carried 7-0.

Receipt and File:

- Capital Region Community Development District Record of Proceedings for the October 13, 2013 Meeting
- Northwest Florida Water Management District 2014 Schedule of Meetings

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 7:50 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

BY: _____
Bob Inzer
Clerk of the Circuit Court & Comptroller

DRAFT

**Leon County
Board of County Commissioners**

Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Bob Inzer, Clerk of the Circuit Court and Comptroller

Title: Acceptance of the Annual Investment Report for Fiscal Year 2012-2013

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Betsy Coxen, Finance Director, Clerk of the Court
Lead Staff/ Project Team:	Norma Parrish, Treasury Manager

Fiscal Impact:

This item has no fiscal impact to the County. The report details the investment income earned of approximately \$1.8 million for the Fiscal Year ending September 30, 2013.

Staff Recommendation:

Option #1: Adopt the Annual Investment Report for Fiscal Year 2012-2013 (Attachment #1).

Report and Discussion

Background:

Surplus Funds Investment Ordinance 93-3 established the Investment Oversight Committee (IOC) to monitor the investments and established specific authority for the investment of surplus funds as required by state statutes. Additionally, the Ordinance states that the IOC will provide the Board of County Commissioners an annual report on the performance and conditions of the County's investments.

The IOC was established to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County's portfolio. The IOC consists of the Clerk of the Circuit Court, the County Administrator's designee (Deputy County Administrator) and three qualified individuals with financial or investment expertise, who are independent of employment and business relationships with Leon County.

Surplus funds of the County are invested through a variety of investment instruments. Maintaining a core level of assets with the government pools such as the Treasury Special Purpose Investment Account (SPIA) or other short-term entities is viewed as the best way of maintaining secure asset values with sound investment practices. Cutwater Asset Management was chosen through a competitive selection process to invest the intermediate term investments. Overnight investments and liquidity is maintained through the County's banking contract.

Analysis:

The Clerk of Court staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the investment activities of Leon County (Attachment #1). This report was presented to the IOC at its quarterly meeting on January 22, 2014. The IOC reviewed and approved the report, and authorized it be forwarded to the Leon County Board of County Commissioners. The Clerk and IOC are pleased to report that the investment of all funds this year was consistent with the Ordinance 93-3.

The total income earned of \$1,986,638 provided an effective rate of return of 1% on an average daily balance of \$197,568,730 in fiscal year 2013. The average daily balance of investable cash was about 6% lower than the prior year due to expenditure of funds for capital construction projects as well as 2.5% reduction in revenues. The low interest rate environment coupled with the smaller portfolio balance resulted in less investment income than the prior year.

Options:

1. Accept the Annual Investment Report for Fiscal Year 2012-2013.
2. Do not adopt the Annual Investment Report for Fiscal Year 20112-2013.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Annual Investment Report for Fiscal Year 2012-2013

ANNUAL INVESTMENT REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2013

PREPARED BY
BOB INZER
CLERK OF COURTS

LEON COUNTY, FLORIDA

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

EXECUTIVE SUMMARY

The Commission approved Investment Policy provides for a very conservatively managed portfolio. The County's Investment Portfolio continued to perform as expected. Policy controls related to portfolio duration, credit quality, liquidity and instrument selection are established to reduce volatility with respect to investment returns. **The portfolio earned \$1,843,498 of interest and realized gains of \$143,141 for a total income of \$1,986,638 for the fiscal year ended September 30, 2013.** This total income provided an effective rate of return of 1% on an average daily balance of \$197,568,730 in fiscal year 2013. For comparison, the portfolio earned \$3,203,367 of interest and realized gains of \$237,428 for a total income of \$3,440,796 for the fiscal year ended September 30, 2012. This total income provided an effective rate of return of 1.64% on an average daily balance of \$209,733,879 in fiscal year 2012.

The average daily balance of investable cash was about 6% lower due to expenditure of funds for capital construction projects as well as 2.5% reduction in revenues year over year. The low interest rate environment coupled with the smaller portfolio balance resulted in less investment income than the prior year. This was driven by a rise in yields in the Treasury yield curve and bond price decline for maturities beyond 1.5 years, which reduced the income return over the period. Uncertainty surrounding the Federal Reserve's exit strategy from their bond purchase program (QE3) was the market focus during May through September, and the impetus for the rise in Interest rates. The opposite occurred in the prior fiscal year period where interest rates fell across the yield curve, generating a rise in bond prices which increased the income return. Section 218.415 (15), Florida Statutes, requires Leon County Clerk of Courts to provide an annual report to the Board of County Commissioners of the securities in the portfolio by investment type, book value, market value and income earned. This information included below in Table I is as of September 30, 2013.

Investment Type	Amortized Book Value	FY 2013 Market Value	Total Income
Cutwater Asset Mgmt.	76,488,496	76,747,406	875,977
FL Municipal Investmt Trust 0-2	49,853	49,853	-44
FL Municipal Investmt Trust 1-3	7,654,997	7,654,997	18,821
FL Local Gov. Investmt Trust	10,567,455	10,567,455	67,801
FL State Treasury SPIA	7,775,823	7,762,612	956,903
FL Prime	50,017,001	50,017,001	17,001
Wells Fargo Cash Pool	18,051,157	18,051,157	50,179
Total	170,604,781	170,850,481	1,986,638

Investment Type	FY 2012 Ave Daily Bal	Total Return	FY 2013 Ave Daily Bal	Total Return
Cutwater Asset Mgmt.	75,766,692	1.89%	76,613,180	0.44%
FL Municipal Investmt Trust 0-2	49,803	0.28%	49,853	0.16%
FL Municipal Investmt Trust 1-3	33,736,990	0.92%	16,641,475	0.20%
FL Local Gov. Investmt Trust	24,578,789	2.07%	13,738,766	0.36%
FL State Treasury SPIA	66,365,387	2.20%	65,894,545	1.36%
FL Prime			9,425,544	0.18%
Wells Fargo Cash Pool	9,236,218	0.30%	15,205,367	0.30%
Total Daily Average	209,733,879		197,568,730	

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

Investment Oversight Committee

The Board of County Commissioners in their Investment Policy provides for an Investment Oversight Committee to work with the Clerk of the Court in the investment of the portfolio. The Committee meets quarterly unless interim issues require more frequent meetings. Meetings are noticed; open to the public and the minutes of each meeting recorded. The IOC consists of the Clerk; the County Administrator Designee, Deputy County Administrator Alan Rosenzweig; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. They are Stan Barnes, Managing Partner, Allen Mooney & Barnes Investment Advisors, LLC, Marvin M. Garland, EVP and COO of the LSCU Service Corporation, and Michael Kramer, COO of Desloge Home Oxygen.

During the fiscal year ending September 30, 2013, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception. On July 31, 2013, a review of suggested changes to the Asset-Backed Securities portion of the Investment Policy was offered by the external manager. The IOC endorsed the recommended changes and decided to submit the changes to the Board at a future meeting. In addition, the IOC elected Michael Kramer as Chairman of IOC.

Economy

The global economy in 2014 is expected to achieve 3.6 percent growth according to the International Monetary Fund. The United States estimated growth rate is 2.6 percent for the same period. This outlook is generally constructive for risk-based investments.

Investment Managers

The investment portfolio end of month balances ranged from \$170.8 million to \$ \$229 million during the fiscal year, with higher balances during the winter as taxes are received from the Leon County Tax Collector. The portfolio was allocated among the following government pools: Florida Prime, Florida Local Government Investment Trust (FLGIT) and the Florida Municipal Investment Trust (FMIvT). The external manager from Cutwater Asset Management (Cutwater) invested an average of 39% of the portfolio in slightly longer term investments.

Currently, Cutwater manages approximately \$76.8 million. Intermediate fixed income portfolios have durations of 1.5-1.8 years. The established benchmark for Cutwater is the Bank of America/Merrill Lynch 1-3 Year Government Index.

The Clerk completed bidding out its banking relationships pursuant to a competitive selection process and entered into a new contract April 1, 2012, with Wells Fargo Bank. The current earnings credit earned on balances is 30 basis points.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

TABLE OF CONTENTS

<u>Section</u>	<u>Section Title</u>	<u>Page</u>
I.	Investment Policy.....	1
II.	Investment Oversight Committee	1
III.	Activities of the Investment Oversight Committee.....	1
IV.	Investment Objectives.....	1
V.	Portfolio Performance	2
VI.	Permitted Investments and Allowable Maturities	7
VII.	Liquidity Requirements	11
VIII.	Investment Operations	11
IX.	Conclusion	14

<u>Table</u>	<u>Table Title</u>	
1	Permitted Investments	7
2	Portfolio Composition.....	12
3	Average Term by Investment Type.....	13
4	Budget and Actual Interest Earnings.....	13

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

I. INVESTMENT POLICY

Section 218.415, Florida Statutes provides units of local government the ability to adopt a written investment plan to govern the investment of their investment portfolio. The Leon County Board of County Commissioners on September 17, 2002 adopted an investment policy. It provides for among other things, an annual report to be presented to the Board of County Commissioners. The portfolio has been managed within the guidelines and limitations of the Investment Oversight Committee recommendations and Commission approved policy without exception. On October 11, 2011, the Board adopted revisions to the Policy to provide the flexibility to manage the portfolio in the volatile market environment.

The Florida Constitution provides that the Clerk of the Court will be responsible for the investment of County funds and this report is being submitted by the Clerk as provided by the Board's Investment Policy. All investment activity is conducted in accordance with written procedures and internal controls.

II. INVESTMENT OVERSIGHT COMMITTEE

The Leon County Clerk of Courts (Clerk) to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County's portfolio, established the Investment Oversight Committee (IOC). The IOC consists of the Clerk; the County Administrator Designee, Deputy County Administrator Alan Rosenzweig; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members are Stan Barnes, Managing Partner, Allen Mooney & Barnes Investment Advisors, LLC, Marvin M. Garland, EVP and COO Leverage, the LSCU Service Corporation, and Michael Kramer, COO of Desloge Home Oxygen.

III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE

The Investment Oversight Committee (IOC) scheduled periodic meetings to discuss issues relating to the investments of the County. On July 31, 2013, a review of suggested changes to the Asset-Backed Securities portion of the Investment Policy was offered by the external manager. The IOC endorsed the recommended changes and decided to submit the changes to the Board at a future meeting. In addition, the IOC elected Michael Kramer as Chairman of IOC.

IV. INVESTMENT OBJECTIVES

The Policy states that the primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity and finally, return maximization.

Safety of principal is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults, or erosion of market value. This is best insured by establishing minimum acceptable credit ratings, limiting the portfolio's overall duration, setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.

The second objective is the provision of sufficient liquidity. A portion of the County's overall portfolio should be maintained liquid in order to meet operating, payroll and ongoing capital requirements. Maintaining a core level of assets with the government pools such as the Treasury Special Purpose Investment Account (SPIA), Florida Prime, or other short-term entities is viewed as the best way of maintaining secure asset values with sound investment practices. The remainder of the overall

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

portfolio should be managed in such a manner that funds can be liquidated in a reasonable amount of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this policy.

Maximizing yield on the portfolio is of least importance compared to the safety and liquidity objectives above. Return maximization is guided by the predefined and acceptable levels of risk as defined in this policy.

IV. PORTFOLIO PERFORMANCE

Acceptable portfolio performance is the result of balancing the rewards of investing, or the income earned, with the risks associated with those investments. Factors influencing the portfolio's performance are the types of permitted investments and allowable maturities, liquidity requirements, overall interest rate environment, cash flows, and the investment manager's performance.

The portfolio earned \$1,843,498 of interest and realized gains of \$143,141 for a total income of \$1,986,638 for the fiscal year ended September 30, 2013. This total income provided an effective rate of return of 1% on an average daily balance of \$197,568,730 in fiscal year 2013. For comparison, the portfolio earned \$3,203,367 of interest and realized gains of \$237,428 for a total income of \$3,440,796 for the fiscal year ended September 30, 2012. This total income provided an effective rate of return of 1.64% on an average daily balance of \$209,733,879 in fiscal year 2012.

The average daily balance of investable cash was about 6% lower due to expenditure of funds for capital construction projects as well as 2.5% reduction in revenues year over year. The low interest rate environment coupled with the smaller portfolio balance resulted in less income than in prior year.

The Following is an Overall Market and Portfolio Specific Commentary Provided by the County's Investment Advisor Cutwater Asset Management, Inc.

Cutwater Fourth Quarter 2013 Review

Leon County's investment portfolio managed by Cutwater outperformed its comparative benchmark, the Merrill Lynch 1-3 Year Government Index, for the fiscal year ending September 30, 2013. The external portfolio produced a total return, net of fees, of 0.38% compared to the Index return of 0.37%, which includes no fee charges.

Calendar year 2013 benefited investors who diversified beyond traditional government-related fixed income securities. U.S. equities were the clearest winner among broad asset classes, reflected by a total return of over 32 percent for the S&P 500. U.S. Treasuries and the government-focused Barclays Aggregate index, on the other hand, lost 2.75 percent and 2.02 percent respectively. This was the first negative total return for the Barclays Aggregate index since 1999 and only the third negative calendar year since 1990.

The improving performance of the U.S. and global economies, coupled with active central bank policy, greatly influenced these market returns. Beginning in Asia, China continued its transition from a manufacturing economy to a balanced consumption-driven economy. While its economy has slowed from the lofty 10 percent annual expansions observed as recently as 2010, China's 7.6 percent growth expectation for 2013 has at least stabilized; which is still immensely influential, considering that China is the second largest economy in the world. Japan, now the third largest economy, is emerging from a decades-long deflationary slump. Prime Minister Shinzo Abe's economic reform includes a central bank asset purchase program more than two times the size of

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

Ben Bernanke's quantitative easing. Japan's economy is accelerating from a 0.2 percent growth rate in 2012 up to 1.4 percent and 1.9 percent growth expectations for 2013 and 2014, respectively.

Traveling west, stability in Europe was of great concern at the outset of 2013. Ten-year bond yields in Spain and Italy indicated market angst, with those countries borrowing at 5.2 percent and 4.4 percent respectively. A comprehensive banking union still needed to be formed among European Monetary Union (EMU) members and Chancellor Angela Merkel's election loomed, causing the fate of Germany's commitment to the EMU to hang in the balance. As 2013 closed, ten-year bond yields for Spain and Italy are below four percent and European growth recovered from a 0.3 percent contraction in 2012 to slightly positive expectations in 2013. In a further boon to confidence, Germany's Chancellor Merkel won reelection. Although comprehensive banking reform remains elusive and there are certainly some risks in 2014, time is healing Europe's wounds.

Growth in the United States exceeded expectations in 2013; although investors appeared more focused on monetary policy than on the real economy. Indeed, the unemployment rate has declined to 7.0 percent, as of November, and even state and local governments are becoming additive to the gross domestic product growth equation. Yet the milestone event for the markets was the May "taper tantrum" where intermediate-term Treasury yields rose by 60 basis points and the S&P 500 lost nearly 2.5% over the six weeks ending June 30.

Market participants seemed to fear not so much tapering itself, but instead feared that rising policy rates or "tightening" will follow close behind the reduction in monthly asset purchases. The Fed embarked on a communications campaign to change this market perception, delayed tapering at the September meeting despite a market consensus expecting its arrival and introduced strong "forward guidance" at the December meeting once tapering had been finally announced. Critical to the December statement was the Fed's insistence that rate hikes would not necessarily follow on the heels of economic indicator improvement:

- " ... it likely will be appropriate to maintain the current target range for the federal funds rate well past the time that the unemployment rate declines below 6.5 percent, especially if projected inflation continues to run below the Committee's 2 percent longer-run goal."¹

The Fed bolstered this dovish statement by lowering its inflation forecasts for 2014 to a range of 1.3 to 1.8 from the original forecast 1.4 to 2.0, which is well below the Fed's long-term target.

Following the December FOMC statement, we believe it is clear that policy rates have now effectively decoupled from tapering, meaning that the Fed will not be compelled to raise rates as quantitative easing winds down. Evidence of this decoupling is seen through performance in equity prices that have risen over 2 percent since the December 18th announcement that asset purchases would be reduced, beginning in January 2014. Over 2013, investment grade and high yield corporate credit achieved 2.26 percent and 9.23 percent in excess returns relative to Treasury securities, with the majority of these excess returns occurring during the fourth quarter. Even the agency residential (+0.57%) and private commercial mortgage backed (+0.85%) index sectors, which are sensitive to rising interest rates, bested their matched duration Treasuries for the quarter. Treasury securities, however, end 2013 at their 52-week peak yields and present a risk to Cutwater's 2014 growth forecast and investment thesis.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

2014 and Beyond

Improving indicators suggest that 2014 will be the year that the global economy maintains its growth momentum and the U.S. economy proves that it can grow without extraordinary policy intervention. Corporate balance sheets have benefitted from low rates and many companies have pushed their debt refinancing needs to 2015 and beyond. As such, these fundamentals suggest maintaining overweight allocations to the credit sectors that offer incremental spread over Treasuries. Investment grade corporate yield spreads close 2013 with 1.14 percent additional yield according to Barclays. This spread compensation ranged between only 0.8 percent and 0.9 percent for the two years leading up to the financial crisis, so further spread tightening and price appreciation is possible. Overall portfolio duration relative to benchmark indices should remain underweight as well in our opinion.

Figure 1. Investment Grade Corporate Spreads Can Tighten Further.²



¹ Source: Federal Reserve Official Statement, December 18, 2013

² Source: Barclays

Two risks to our thesis emerge when considering this 2014 growth-oriented forecast: (1) Will rising Treasury yields and an appreciating dollar stress foreign obligors that have issued in U.S. dollar? (2) Will robust economic growth pull-forward Fed policy tightening? Cutwater expects Treasury yields to migrate higher and the U.S. dollar to appreciate versus other currencies as the economy grows and the Fed slows its accommodation. Most other central banks are expected to remain accommodative with the United Kingdom being a notable exception. As such, countries that have been managing current account deficits, such as Turkey, India and Indonesia, will face the challenge of refinancing debt issued in U.S. dollars. Rising U.S. Treasury yields have also slowed foreign investors who borrowed in U.S. dollar to purchase financial assets denominated in other currencies. It is probable that these countries remain stressed in 2014 and it is unknown what contagion effects will occur if one meaningfully teeters.

The second risk to Cutwater's thesis may surprise you. If the U.S. economy grows faster than current expectations, inflation may show its head and rates could rise more quickly. Central to the Fed's forward guidance is the likelihood that inflation remains contained in 2014. Stronger economic growth introduces the possibility of growing wages, real disposable income, and bank lending—all of which increases the velocity of money. These inflationary signals will possibly pressure the Fed to act sooner than their 2015 and 2016 targets currently suggest. Although it has

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

been quiescent thus far, the market may anticipate these signals sooner than the Federal Reserve can act.

Market Performance

Not surprisingly, fixed income prices rallied sharply following the Federal Reserve's decision. Ten-year note yields dipped from 2.85 percent to 2.63 percent between the September meeting and quarter end. Although yields were up slightly over the quarter, the recovery in the other major fixed income sectors such as corporate and agency mortgage-backed bonds enabled the broad market indexes to achieve positive total returns. Investment grade corporate bonds achieved 81 basis points of incremental return versus similar duration Treasuries. Agency mortgage-backed investments similarly returned 95 basis points.¹ In both instances, the Treasury rate-sensitive subsectors led the way. Metals and mining and other corporate sectors tied to emerging markets recovered smartly. Lower coupon agency mortgages that had already extended to maximum anticipated maturities rallied in concert with falling Treasury yields. The Barclay's Aggregate index returned 0.57 percent for the quarter.

Outlook

Cutwater's broad thesis remains that the U.S. economy is capable of self-sustaining growth during and after the removal of ultra-accommodative monetary policy. By delaying the decision to taper, the Fed will have caused the market and the economy to similarly delay the productive use of capital. The ultimate confidence generator will be realized economic growth both during and after removal of the extraordinary monetary supports. Incentives for constructive risk-taking behavior under this current monetary policy have been exhausted.

As evidence, compare the trends in initial jobless claims (Figure 1) to new hires (Figure 2). The five-year 30-day average of weekly initial claims has declined to 339,000 and has recently set a new recent low of 294,000 to begin September. Conversely, job additions reported by the nonfarm payroll report has stagnated to less than 200,000 jobs added in each of the last six months through August. Most firms are not firing workers, but they are not hiring either.

¹ Barclays Plc.

ANNUAL INVESTMENT REPORT

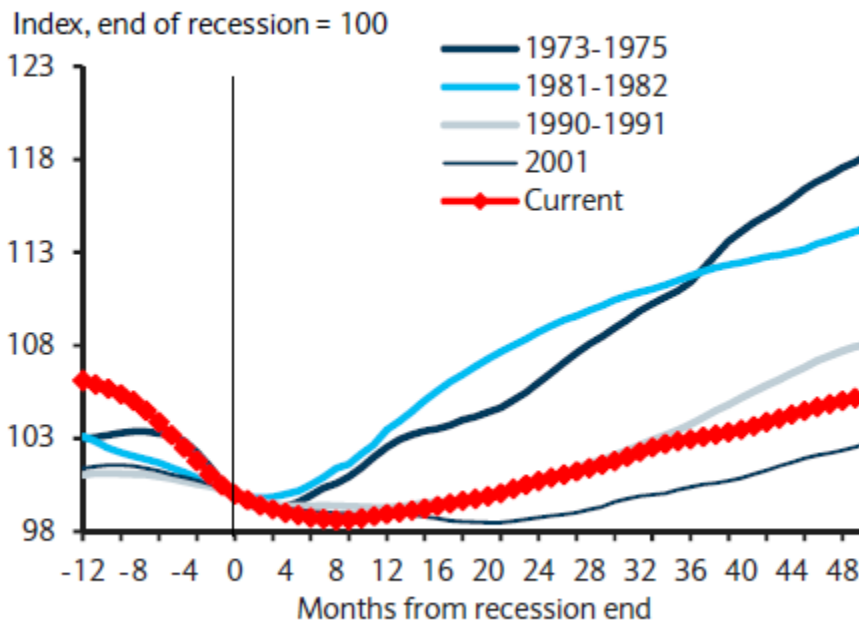
Fiscal Year Ended September 30, 2013
Leon County, Florida

Figure 1. Continued Decline in Initial Claims Indicates Stability.



Figure 2. Stagnation in New Employment Indicates Unwillingness to Innovate.

Private nonfarm payrolls



Source: BLS, Haver Analytics

Our long-term fixed income conclusions, therefore, still emphasize allocations to the credit sectors with defensiveness to rising interest rates. With the change in Fed policy, however, near-term portfolio positioning should prepare for likely volatility. In our view, Fed policy will likely remain unchanged at the October and December meetings. Interest rates and credit spreads should retrace to lower yields, possibly as low as 2.0 percent on 10-year notes by the end of this year.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

Complacency will have set in by the time tapering actually begins because so many now believe that the Federal Reserve is on hold for the foreseeable future. By the time the taper decision comes, new underweights to duration and trimming of credit positions should be set. As outlined above, the exact timing of the next taper announcement will ultimately surprise the market and the correlation between Treasury yields and credit spreads may be similar to the May and June negative return experience. Following the eventual shock, as the market corrects, we expect our long-term thesis to be vindicated: corporate credit should outperform in a self-sustaining economy.

V. PERMITTED INVESTMENTS AND ALLOWABLE MATURITIES

Table 1 summarizes the permitted investments, composition limits, and maximum allowable maturities. The County's available funds are invested according to Leon County Investment Policy Section XIV, which authorizes the County to invest in specific permitted investment types. The permitted investments are restricted by the Policy in their composition limits and maximum allowable maturities. The portfolio was in compliance with all policy guidelines. The Policy permits maturities of the operating portfolio establishing a range of 60 days to 10 years. The actual portfolio will have a range of 0.5 years to 2.5 years, with an average duration of 1.5 years. Table 1 gives a brief description of each investment type. It is generally regarded that the following investment types are safe investments and meet the Policy's first objective: safety.

Table 1 – Permitted Investments

<u>Investment Type</u>	<u>Composition Limit</u>	<u>Max Maturity/ WAL Limit</u>
Repurchase Agreements	15%, 5% any one issuer	60 Days
Bankers' Acceptances	15%, 5% any one issuer	270 Days
Commercial Paper	20%, 5% any one issuer	270 Days
CDs (Financial Deposit Instruments insured by FDIC)	30%	2-Year, 1-Year Avg
Agencies	100%, 20% any one issuer	5-Year
Instrumentalities	45%, 15% any one issuer	5-Year
Corporate Debt	25%, 3% any one issuer	5-Year
Municipal Bonds	35%, 3% any one issuer	5-Year
Mortgage Backed Securities	35%, 5% any one issuer	5-Year WAL
Asset Backed Securities	10%, 1.5% any one issuer	5-Year WAL
Commercial Mortgage Backed Securities	8% , 3% any one issuer	5-Year WAL
Treasuries	100%	10-Year
FLGIT, FMIT 0-2, and FMIT 1-3	15% each	NA
SBA. SPIA	50%	NA
Money Markets	100%	NA

A. U.S. Government Securities (Treasuries)

The securities comprising Treasuries are direct obligations of the U.S. Government. The securities are designated by maturity. Treasury bills have maturities of one year or less, Treasury notes have maturities of two to ten years, and Treasury bonds have maturities of more than ten years. The longer maturities share some market risk in that their prices may be more volatile due to interest rate

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

fluctuations. Treasury yields are typically lower than yields of other U.S. Government securities. The investment policy allows the County to invest up to 100% of the portfolio in these investments.

B. Federal Agency Securities (Agencies)

Agencies are securities issued by agencies of, and are guaranteed directly by, the U.S. Government. The Policy limits Agency investments to bonds, debentures or notes issued or guaranteed by United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities are limited to the following: Small Business Administration, United States Department of Agriculture, United States Export-Import Bank, direct obligations or fully guaranteed certificates of beneficial ownership, Farms Home Administration, Federal Financing Bank, Federal Housing Administration Debentures, General Services Administration Participation Certificates, United States Maritime Administration Guaranteed, Title XI Financing, New Communities Debentures, United States Government guaranteed debentures, U. S. Public Housing Notes and Bonds, U.S. Government guaranteed public housing notes and bonds, U. S. Department of Housing and Urban Development Project notes and local authority bonds. Agencies are typically longer term and not frequently traded, creating some liquidity risk. Agency yields are generally greater than Treasury yields of similar maturities. A maximum of 20% of the portfolio may be invested in any one agency and an aggregate of up to 100%.

C. Federal Agency Securities (Instrumentalities)

Instrumentalities are also securities issued by agencies, which are sponsored by the U.S. Government. The Policy allows purchases of bonds, debentures or notes issued or guaranteed by United States Government sponsored agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following: Federal Farm Credit Bank (FFCB), Federal Home Loan Bank or its district banks (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC) including participation certificates, Tennessee Valley Authority (TVA). Yields on Instrumentalities are typically greater than Treasury yields of similar maturities. The Policy further restricts investments in any one agency to 15% of the portfolio and an aggregate of 45% of the portfolio.

D. Financial Deposit Instruments Insured by FDIC (Certificates of Deposit)

Investments may be made in Financial Deposit Instruments Insured by FDIC in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes and provided that the bank is not listed with any recognized credit watch information service. A maximum of 30% of the portfolio may be invested in Financial Deposit Instruments insured by FDIC.

E. Repurchase Agreements (Repos)

A repurchase agreement is a financial transaction in which Leon County exchanges cash for ownership of specific securities with a simultaneous agreement to sell back the securities. Overnight repos mature in one day. Other repos are written to mature in specific multi-day periods and are known as term repurchase agreements. Other repos are written as open transactions with indefinite terms subject to liquidation by either party. Yields tend to run close to the federal funds rate. The Policy calls for the specific securities to be only those Treasuries or Instrumentalities allowed by the Policy with maturities. The collateral held pursuant to a repurchase agreement shall have a maturity under five years and having a market value of 102% during the term. Leon County will enter into a

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

repo transaction only with qualified financial institutions, which have executed a Master Repurchase Agreement with the Clerk's Office. The Policy further restricts transactions with any one financial institution to 5% of the portfolio, except for one-business day repos, with total repos to a maximum investment of 15%.

F. Bankers' Acceptances (BAs)

Bankers' Acceptances are generally bearer form securities comprised of underlying letters of credit used to finance international trade. A bankers' acceptance is created from a letter of credit issued by an importer's bank to pay a foreign exporter for goods expected to be received. The exporter will normally present this letter of credit to its bank for a discounted payment. The exporter's bank then presents the letter of credit to an U.S. correspondent bank for payment at which time it is marked "Accepted". Upon acceptance, the BA becomes an irrevocable and unconditional obligation of the accepting bank and it is also an obligation of the importer and any endorser thereof. BAs typically have maturities of 180 days or less. Yields are generally greater than Treasuries and Instrumentalities of similar maturity. The Policy requires bankers' acceptances which are inventory based and issued by a bank, which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's. The Policy further restricts the investment with any one financial institution to 5% of the portfolio and an aggregate of 15% of the portfolio.

G. Commercial Paper (CP)

Commercial paper is unsecured short-term debt issued primarily by corporations to finance receivables and other short-term needs. CP has a maximum maturity of 270 days or less. Yields are typically greater than Treasuries and Instrumentalities of similar maturity. The Policy requires the issuer to be rated Prime-1 by Moody's Investor's Service and A-1 by Standard & Poor's, and, if backed by a letter of credit, the credit provider must be ranked in the top fifty U.S. banks by the American Banker's yearly report. The Policy further restricts the investment with any one financial institution to 5% of the portfolio and an aggregate of 20% of the portfolio.

H. Municipal Obligations (Munis)

Investments may be made in notes or bonds issued by governmental entities or territorial boundaries of the United States, provided that such instrument is rated A or better by at least one NRSRO. The Policy further restricts the investment with any one issuer to 3% and an aggregate of 35% of the portfolio.

I. Constant Net Asset Value Money Market Mutual Funds

Money markets are pools of securities providing income and liquidity. The Policy enables the Clerk to invest in SEC qualified constant net asset value fixed income money market mutual funds rated AAAM or AAAG comprised of only those investment instruments as authorized in this Section XIV, Portfolio Composition, provided that such funds do not allow derivatives. The average maturity of the underlying investments may not exceed one year. A maximum of 100% of the portfolio may be invested in money markets.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

J. A. Florida Local Government Surplus Funds Trust Fund, also known as Florida PRIME

Florida PRIME is administered by the Florida State Board of Administration (SBA) for the purpose of pooling investment funds of local governments in an investment portfolio of money market instruments that provide liquidity while preserving capital. On February 13, 2008, the Trustees of the SBA hired Federated Investors to manage Florida PRIME, effective on March 1, 2008. As of October 1, 1997, the SBA had converted Florida PRIME to a "2a-7 like" investment pool (SEC Rule 2a-7 of the Investment Company Act of 1940). The SBA generally intends to maintain a weighted average maturity of 60 days or less, to invest at least 50% of the pooled assets in securities rated A-1+ or deemed of comparable quality, and to have no more than 25% of assets in a single industry sector, except the financial services industry. On September 30, 2013, Florida PRIME was invested in fixed rate and floating rate bank instruments, repurchase agreements, fixed rate and floating rate corporate commercial paper, floating rate corporate notes, money market mutual funds and asset backed commercial paper. A maximum of 50% of the portfolio may be invested in Florida PRIME.

K. The Florida Local Government Investment Trust Government Fund (FLGIT)

The FLGIT is a local government investment pool created by the Florida Association of Court Clerks and Controller, and the Florida Association of Counties for the purpose of providing public entities with an investment program that focuses on longer term securities with the highest credit ratings. The effective maturity of the underlying investments is five years or less. At year end, the FLGIT was invested in money markets, Treasury Notes, asset-backed securities, and Federal agency obligations. This investment type is subject to some market risk due to fluctuating prices and liquidity risk due to advance redemption notification requirements. However, it has a professional investment advisor and an investment advisory board, and provides diversity in the Fund's portfolio. The FLGIT maintains a credit rating of AAA by Standard & Poor's. Investments in this pool are limited to a maximum of 15% of the portfolio.

L. First Municipal Investment Trust (FMIT) 1- 3 Year High Quality Bond Fund.

The FMIT is a similar investment pool operated by the Florida League of Cities. Its rating, investment parameters and liquidity generally mirror those of the FLGIT. The 1 to 3 Year High Quality Bond Fund is designed to provide an investment pool alternative to those Members that have excess funds and that have an investment horizon greater than that of money market instruments. The investment objective is: 1) to preserve capital; 2) achieve a total rate of return that exceeds the return of T-Bills by 1% per year over rolling three-year periods; and 3) exceed the return of the Merrill Lynch One-to Three-year Government Index over three-year periods. The Portfolio will generally invest in securities with greater potential returns and risk than those offered by money market type instruments. Due to the fact that the Portfolio will be investing in securities with an average maturity of approximately two years, increases in interest rates will cause declines in the net asset value of the Portfolio. Therefore, the Portfolio may be an inappropriate investment for funds required to meet short-term needs. Investments in this government pool are limited to a maximum of 15% of the portfolio.

M. First Municipal Investment Trust (FMIT) 0 - 2 Year High Quality Bond Fund

The County allocates a portion of investments in this Bond Fund also operated by the Florida League of Cities. This Fund which was established in April 2009 invests in Government and high quality securities while maintaining an average maturity of approximately one year. The performance of the portfolio is measured against the Merrill Lynch 1 Year Treasury Note Index. The portfolio is managed

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

by Atlanta Capital Management. Investments in this government pool are limited to a maximum of 15% of the portfolio.

N. Special Purpose Investment Trust (SPIA)

Effective July 1, 2004, Section 17.61(1), Florida Statutes was amended to permit organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool "Special Purpose Investment Account (SPIA)." Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The Board of County Commissioners approved revisions to the County's Investment Policy effective October 11, 2011, to permit up to 50% of the County portfolio to be invested with the Treasury Special Purpose Investment Account (SPIA). The financial details and disclosures for the Treasury Investment Pool are made in Note 2 to the State of Florida Comprehensive Annual Financial Report (CAFR).

The Treasury Investment Pool (Pool) earned \$14,893,824.58 in September 2013. For the month of September, these earnings resulted in a gross effective interest rate (annualized) of 0.8893 %. The Pool's fair value factor was .9983 for September. A factor less than 1.0000 provides that the market value of the Pool's investments is less than the funds invested in the Pool. For more information relating to the Treasury Investment Pool, please visit the website at www.fltreasury.org.

VI. LIQUIDITY REQUIREMENTS

The second objective in managing the County's investments is the provision of sufficient liquidity. On a regular basis, the County's receipts and disbursements are analyzed to determine trends in cash inflow and outflow. Cash inflows are invested immediately upon receipt and become part of the portfolio. The portfolio provides cash for weekly payment of operating and capital expenditures, biweekly payment of payroll expenditures, and semiannual debt service payments. Debt service payments are funded through sinking funds held by the County.

VII. INVESTMENT OPERATIONS

Investing activities are conducted by the investment advisor and qualified professionals in the Clerk's Office in accordance with Florida Statutes, County Ordinances, and written policies and procedures. Periodic reports of investment activity and positions are prepared and distributed to management of the Clerk's Office, management of the BCC and the Investment Oversight Committee. Regular meetings of the IOC are held to monitor the portfolio, evaluate investment performance and discuss investment strategies.

The investment advisor and Clerk staff use sophisticated techniques in carrying out its investment activities including the use of electronic bank and trust account systems; electronic funds transfer; on-line, real-time monitoring of U.S. securities markets; and electronic trading. Bank account balances, cash requirements, investment positions and trust account activity are determined daily. Current conditions and evaluations of national economic activity are considered in making asset allocation decisions.

A. Portfolio Balances

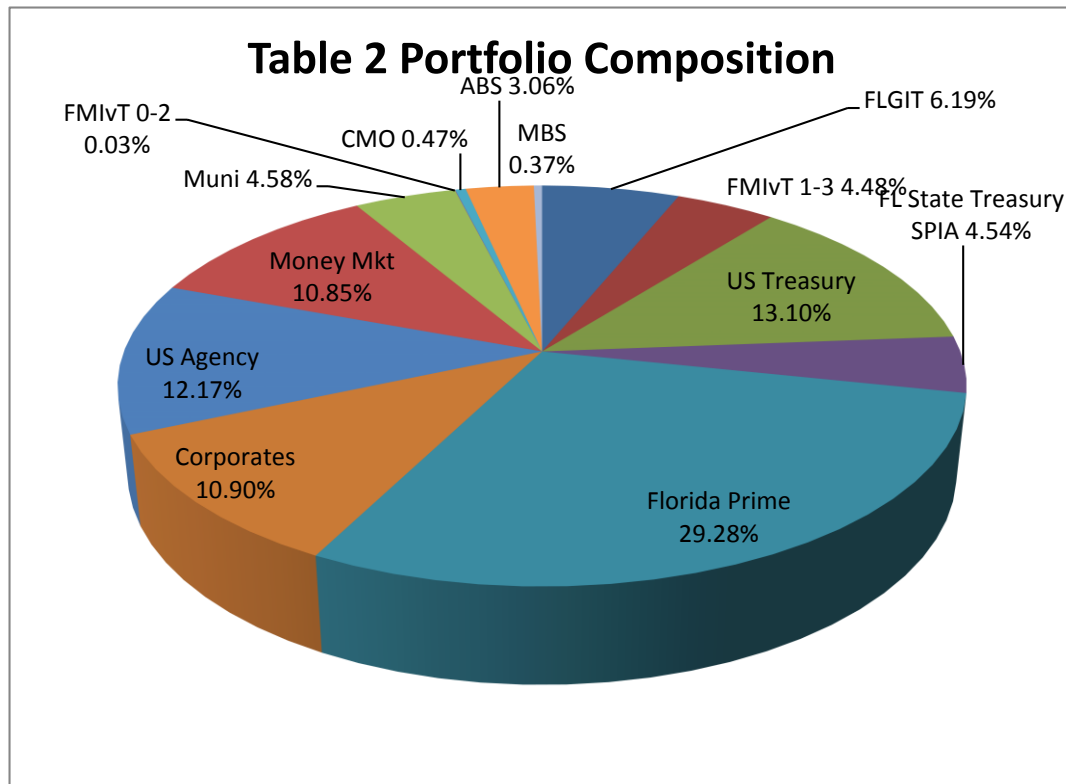
The portfolio's ending balance for fiscal year 2013 was \$170,850,481 while the ending balance for 2012 was \$185,467,301 a decrease of \$14,616,820. The decrease in year-end balances from

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

fiscal year 2013 to 2012 is attributable primarily to the expenditure of funds for capital construction projects and a 2.5% reduction in revenues.

B. Portfolio Composition

During the fiscal year ending September 30, 2013, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception. The Clerk or the Clerk’s designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting. The portfolio was managed in compliance with the Policy which requires the portfolio to be diversified by investment type as shown in the following Table 2.



C. Portfolio Maturities

Portfolio management was also accomplished in compliance with the Policy that requires ensuring sufficient liquidity as well as diversity in maturities. Shown in Table 3 are the average terms of each investment type acquired in fiscal years 2013 and 2012. Average term is the average number of days from purchase to maturity of the investment. Average terms greater than one year represent investments of non-current funds, including the non-current operating portfolio, and investments of bond proceeds and debt service reserve funds. The externally managed portfolio was invested for a weighted average term of approximately 854 days in fiscal year 2013, as compared with a weighted average term of 770 days in fiscal year 2012.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

Table 3 – Average Term by Investment Type

Investment Type	FY 2013	FY 2012
Mortgages	2,845	523 days
Treasuries	747	770 days
Cml/Multi	538	290 days
Corporates	1138	779 days
ABS	772	575 days
Financial Deposit Instrument (CDs)	N/A	90 days
Agencies	771	810 days
Taxable Munis	722	845 days
Florida Municipal Inv. Trust	NA	NA
FI Local Govt. Inv. Trust	NA	NA
Fl. Special Purpose Inv. Acct	NA	NA
Florida Prime	NA	NA
Money Markets	NA	NA

D. Earnings and Yields

The portfolio earned \$1,843,498 of interest and realized gains of \$143,141 for a total income of \$1,986,638 for the fiscal year ended September 30, 2013. This total income provided an effective rate of return of 1% on an average daily balance of \$197,568,730 in fiscal year 2013. For comparison, the portfolio earned \$3,203,367 of interest and realized gains of \$237,428 for a total income of \$3,440,796 for the fiscal year ended September 30, 2012. This total income provided an effective rate of return of 1.64% on an average daily balance of \$209,733,879 in fiscal year 2012.

The average daily balance of investable cash was about 6% lower due to expenditure of funds for capital construction projects and a 2.5% reduction in revenues. The low interest rate environment coupled with the smaller portfolio balance resulted in less investment income than in prior year.

The dollar amount of earnings is used in historical and budgetary comparisons, and in cash flow analysis. Actual interest earnings totaled \$1,843,498 in fiscal year 2013 and \$3,203,367 in fiscal year 2012. Actual earnings were less than the budget in fiscal year 2013 by \$441,263 and in fiscal year 2012 exceeded the budget by \$933,349 as shown in Table 4.

Table 4 - Budget and Actual Income

	<u>FY 2013</u>	<u>FY 2012</u>
Actual	1,843,498	3,203,367
Budget	2,284,761	2,270,018
Variance	(\$441,263)	\$933,349

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2013
Leon County, Florida

IX. CONCLUSION

In conclusion, the results outlined in the Annual Investment Report are as follows:

- The Investment Portfolio is in full compliance with the Investment Policy.
- Total income was below that of the prior fiscal year due to the low interest rate environment coupled with the smaller portfolio balance..
- The economic environment continued to be highly volatile.

Investment Oversight Committee

The IOC met quarterly to oversee the performance of the external manager. The investment policy requires staff to notify the IOC at any time holdings drop below the minimum credit ratings required by the policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments.

On January 22, 2013, the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:

Michael Kramer, Chairman
Investment Oversight Committee

Bob Inzer, Clerk of the Circuit Court and Comptroller
Leon County, Florida

**Leon County
Board of County Commissioners**

Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Bob Inzer, Clerk of the Circuit Court and Comptroller

Title: Acceptance of the FY 2012/2013 Annual Audit and Financial Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Lead Staff/Project Team:	Betsy Coxen, Finance Director

Fiscal Impact:

This item has no current fiscal impact; however, an annual audit is required by state statute, and if it were not completed, it would jeopardize federal, state, and local revenues.

Staff Recommendation:

Option #1: Accept the FY 2012/13 Annual Audit and Financial Report (Attachment #1), and authorize the Chairman to sign letter transmitting the report to the Auditor General (Attachment #3).

Report and Discussion

Background:

Florida Statutes, Section 11.45, requires the Board to obtain an independent audit of the County's financial statements on annual basis. The Board contracted for an independent audit with Thomas Howell Ferguson P.A., and Law, Redd, Crona, & Munroe P.A., Certified Public Accountants. The audit is complete and the audit and financial report are provided to the Board for review under the Clerk's transmittal memorandum (Attachment #1).

Analysis:

The internal control compliance and Management Letter from the Board's auditors are attached (Attachment #2). There were no findings or recommendations. The letter transmitting the Management Letter is Attachment #3 and will be forwarded to the Auditor General.

Options:

1. Accept the FY 2012/2013 Annual Audit and Financial Report (Attachment #1), and authorize the Chairman to sign the letter transmitting the report to the Auditor General (Attachment #3).
2. Do not accept the FY 2012/2013 Annual Audit and Financial Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Transmittal memorandum from the Clerk of the Circuit Court & Comptroller and the Annual Audit and Financial Report for FY 2012/2013
2. Board's Management Letter from external auditors
3. Draft Response transmitting the report to the Auditor General



Bob Inzer

Clerk of the Circuit Court and Comptroller

Clerk of Courts ▪ Clerk of County Commission ▪ Auditor ▪ Treasurer ▪ Recorder ▪ Custodian of County Funds

To: Board of County Commissioners

From: Bob Inzer, Clerk of Circuit Court

Subject: Audit Report for Fiscal Year 2012-2013

Date: February 18, 2014

I am pleased to forward to you the County's annual audit report, financial statements and management letter for the fiscal year ended September 30, 2013. This report reflects an unqualified auditor's opinion on our financial statements. Leon County has received an unqualified audit opinion for 32 consecutive years.

The auditors' report on internal control structure and their management letter in that regard are found on pages 46 through 49 in the Board's financial report. This document basically covers areas relating to financial procedures. There were no findings related to internal controls, nor were there any management letter recommendations.

The County's external audit committee members in attendance were the Director of Financial Stewardship, the Deputy County Administrator and the Finance Director. The committee met and reviewed the report with staff and recommends acceptance of the report and response to the State Auditor General.

Your acceptance of the report and approval of the letter transmitting the report will be placed on the March 11 agenda. As mentioned, Florida law requires that a letter of response be made to the State Auditor General on the auditor's comments. There were no findings by the auditors. I believe this is reflective of the hard work of the Board's staff, the Clerk's staff, and a reflection of their team effort in this process.

Audit reports such as this one, along with the Comprehensive Annual Financial Report (CAFR), having won the Certificate of Achievement for Excellence in Financial Reporting, are providing greater accountability to you and our citizens. Should you have questions or comments on the audit, please let me know.

cc: Mr. Vince Long, County Administrator
Mr. Alan Rosenzweig, Deputy County Administrator
Mrs. Betsy Coxen, Director, Finance Department

Special-Purpose Financial Statements

Board of County Commissioners
Leon County, Florida

*Year Ended September 30, 2013
with Independent Auditors' Report*

Thomas Howell Ferguson P.A.
and
Law, Redd, Crona & Munroe, P.A.

Board of County Commissioners
Leon County, Florida
Special-Purpose Financial Statements
Year ended September 30, 2013

Board of County Commissioners

Kristen Dozier, Chairman.....	District 5
Mary Ann Lindley, Vice Chairman.....	At Large
Bill Proctor.....	District 1
Jane G. Sauls.....	District 2
John E. Dailey.....	District 3
Bryan Desloge.....	District 4
Nick Maddox.....	At-Large

COUNTY ADMINISTRATOR

Vincent S. Long

CLERK OF THE CIRCUIT COURT

AND

COMPTROLLER

Bob Inzer

Board of County Commissioners
Leon County, Florida

Special-Purpose Financial Statements

Year Ended September 30, 2013

CONTENTS

Independent Auditors' Report	1
Audited Special-Purpose Financial Statements	
Balance Sheet - Governmental Funds	4
Statement of Revenues, Expenditures, and Changes in Fund	
Balances - Governmental Funds.....	6
Statement of Net Position - Proprietary Funds.....	8
Statement of Revenues, Expenses, and Changes in	
Fund Net Position - Proprietary Funds.....	9
Statement of Cash Flows - Proprietary Funds.....	10
Statement of Revenues, Expenditures, and Changes in Fund	
Balance - Budget and Actual - General Fund.....	12
Statement of Revenues, Expenditures, and Changes in Fund	
Balance - Budget and Actual - Fine & Forfeiture Fund.....	13
Statement of Revenues, Expenditures, and Changes in Fund	
Balance - Budget and Actual - Grants Fund.....	14
Statement of Revenues, Expenditures, and Changes in Fund	
Balance - Budget and Actual - Special Assessment Paving Fund.....	15
Statement of Fiduciary Assets and Liabilities - Agency Fund.....	16
Notes to Special-Purpose Financial Statements	17
Independent Auditors' Report on Internal Control Over Financial Reporting and on	
Compliance and Other Matters Based on an Audit of Special-Purpose Financial	
Statements Performed in Accordance with <i>Government Auditing Standards</i>.....	
	47
Management Letter.....	49

Board of County Commissioners
Leon County, Florida
Balance Sheet - Governmental Funds
September 30, 2013

	<u>General Fund</u>	<u>Fine & Forfeiture Fund</u>	<u>Grants Fund</u>	<u>Special Assessment Paving Fund</u>
Assets				
Cash	\$ 439,287	\$ 379,244	\$ 74,135	\$ 0
Investments	42,105,118	0	4,593,704	1,156,461
Receivables (net of allowances for uncollectibles):				
Accounts	185,705	5,339	6,571	33,657
Special assessments	0	0	0	2,035,881
Due from other governments	1,985,080	2,284	2,636,227	0
Due from other funds	1,519	0	0	0
Due from other county units	950,710	1,082,786	16,601	979
Inventories	239,197	0	0	0
Other assets	4,568	0	0	0
Total assets	<u>\$ 45,911,184</u>	<u>\$ 1,469,653</u>	<u>\$ 7,327,238</u>	<u>\$ 3,226,978</u>
Liabilities and fund balances				
Liabilities:				
Accounts payable	\$ 1,548,650	\$ 23,065	\$ 1,042,091	\$ 0
Accrued liabilities	249,579	0	3,314	0
Due to other governments	11,458	0	0	0
Due to other county units	51,274	27,000	0	0
Deposits	44,510	347,530	0	0
Deferred revenue	0	0	4,546,163	2,035,881
Total liabilities	<u>1,905,471</u>	<u>397,595</u>	<u>5,591,568</u>	<u>2,035,881</u>
Fund balances:				
Nonspendable	387,264	0	0	32,398
Restricted	0	0	1,337,637	0
Committed	1,986,530	127,305	73,054	1,158,699
Assigned	7,287,788	944,753	324,979	0
Unassigned	34,344,131	0	0	0
Total fund balances	<u>44,005,713</u>	<u>1,072,058</u>	<u>1,735,670</u>	<u>1,191,097</u>
Total liabilities and fund balances	<u>\$ 45,911,184</u>	<u>\$ 1,469,653</u>	<u>\$ 7,327,238</u>	<u>\$ 3,226,978</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Capital Improvement Fund	Local Option Sales Tax Fund	Nonmajor Governmental Funds	Component Unit - Housing Finance Authority of Leon County	Total Governmental Funds
\$ 10,000,001 20,666,929	\$ 915,199 17,335,003	\$ 3,422,614 46,802,390	\$ 740,527 0	\$ 15,971,007 132,659,605
246,610	19,401	4,093,445	788	4,591,516
0	0	0	207	2,036,088
0	0	1,433,712	0	6,057,303
0	0	0	0	1,519
0	0	504,698	0	2,555,774
0	0	0	0	239,197
0	0	18,000	0	22,568
<u>\$ 30,913,540</u>	<u>\$ 18,269,603</u>	<u>\$ 56,274,859</u>	<u>\$ 741,522</u>	<u>\$ 164,134,577</u>
\$ 614,155	\$ 661,360	\$ 4,948,603	\$ 3,003	\$ 8,840,927
0	0	377,219	0	630,112
0	0	126,813	0	138,271
0	0	0	0	78,274
149,925	0	116,310	0	658,275
0	0	214,302	0	6,796,346
<u>764,080</u>	<u>661,360</u>	<u>5,783,247</u>	<u>3,003</u>	<u>17,142,205</u>
216,385	0	4,041,595	0	4,677,642
5,275,557	0	13,983,452	738,519	21,335,165
2,517,290	108,442	9,690,034	0	15,661,354
22,140,228	17,499,801	22,777,744	0	70,975,293
0	0	(1,213)	0	34,342,918
<u>30,149,460</u>	<u>17,608,243</u>	<u>50,491,612</u>	<u>738,519</u>	<u>146,992,372</u>
<u>\$ 30,913,540</u>	<u>\$ 18,269,603</u>	<u>\$ 56,274,859</u>	<u>\$ 741,522</u>	<u>\$ 164,134,577</u>

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds
Year Ended September 30, 2013

	General Fund	Fine & Forfeiture Fund	Grants Fund	Special Assessment Paving Fund	Capital Improvement Fund
Revenues					
Taxes	\$ 47,180,157	\$ 64,456,115	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0	0
Intergovernmental	18,016,576	17,592	6,944,442	0	0
Charges for services	2,478,719	795,006	152,358	0	0
Fines and forfeitures	0	106,938	0	0	0
Interest	348,547	139,902	60,337	72,961	351,972
Net decrease in fair value of investments	(302,579)	(15,012)	(26,758)	(9,431)	(410,763)
Miscellaneous	380,378	0	79,651	319,766	0
Total revenues	<u>68,101,798</u>	<u>65,500,541</u>	<u>7,210,030</u>	<u>383,296</u>	<u>(58,791)</u>
Expenditures					
Current:					
General government	13,564,085	0	0	0	2,374,429
Public safety	1,243,485	0	3,550,333	0	8,300,585
Physical environment	2,274,521	0	3,275,125	0	645,333
Transportation	0	0	104,179	0	939,455
Economic environment	1,857,497	0	56,970	0	0
Human services	7,118,057	115,543	61,570	0	104,630
Culture and recreation	6,384,080	0	185,769	0	2,805,448
Judicial	2,403,838	1,697,003	63,591	0	219,941
Debt Service:					
Principal retirement	0	0	0	0	0
Interest and fiscal charges	0	0	0	0	0
Other debt service costs	0	0	0	0	0
Total expenditures	<u>34,845,563</u>	<u>1,812,546</u>	<u>7,297,537</u>	<u>0</u>	<u>15,389,821</u>
Excess (deficiency) of revenues over (under) expenditures	<u>33,256,235</u>	<u>63,687,995</u>	<u>(87,507)</u>	<u>383,296</u>	<u>(15,448,612)</u>
Other financing sources (uses):					
Transfers in	6,300,635	980,789	200,883	0	720,368
Refunding bonds issued	0	0	0	0	0
Payment to refunding bond escrow agent	0	0	0	0	0
Transfers out	(31,880,639)	(66,367,971)	(144,073)	(332,460)	(74,395)
Total other financing sources (uses)	<u>(25,580,004)</u>	<u>(65,387,182)</u>	<u>56,810</u>	<u>(332,460)</u>	<u>645,973</u>
Net change in fund balances	7,676,231	(1,699,187)	(30,697)	50,836	(14,802,639)
Fund balances at beginning of year	<u>36,329,482</u>	<u>2,771,245</u>	<u>1,766,367</u>	<u>1,140,261</u>	<u>44,952,099</u>
Fund balances at end of year	<u>\$ 44,005,713</u>	<u>\$ 1,072,058</u>	<u>\$ 1,735,670</u>	<u>\$ 1,191,097</u>	<u>\$ 30,149,460</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Local Option Sales Tax Fund	Nonmajor Governmental Funds	Component Unit - Housing Finance Authority of Leon County	Total Governmental Funds
\$ 0	\$ 26,420,026	\$ 0	\$ 138,056,298
0	2,173,034	0	2,173,034
0	6,089,984	0	31,068,594
0	18,703,404	0	22,129,487
0	360,228	0	467,166
210,028	471,838	8,515	1,664,100
(216,788)	(326,708)	(7,905)	(1,315,944)
0	2,188,795	0	2,968,590
<u>(6,760)</u>	<u>56,080,601</u>	<u>610</u>	<u>197,211,325</u>
0	3,381,379	0	19,319,893
365,158	26,725,066	0	40,184,627
0	7,556,541	0	13,751,520
6,507,336	12,075,248	0	19,626,218
0	3,572,365	158,920	5,645,752
0	2,195,327	0	9,595,127
0	4,364,385	0	13,739,682
0	302,727	0	4,687,100
0	6,286,526	0	6,286,526
0	2,673,783	0	2,673,783
0	76,043	0	76,043
<u>6,872,494</u>	<u>69,209,390</u>	<u>158,920</u>	<u>135,586,271</u>
<u>(6,879,254)</u>	<u>(13,128,789)</u>	<u>(158,310)</u>	<u>61,625,054</u>
0	24,125,287	0	32,327,962
0	21,223,000	0	21,223,000
0	(21,145,823)	0	(21,145,823)
0	(8,621,256)	0	(107,420,794)
<u>0</u>	<u>15,581,208</u>	<u>0</u>	<u>(75,015,655)</u>
(6,879,254)	2,452,419	(158,310)	(13,390,601)
<u>24,487,497</u>	<u>48,039,193</u>	<u>896,829</u>	<u>160,382,973</u>
<u>\$ 17,608,243</u>	<u>\$ 50,491,612</u>	<u>\$ 738,519</u>	<u>\$ 146,992,372</u>

Board of County Commissioners
Leon County, Florida
Statement of Net Position - Proprietary Funds
September 30, 2013

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Assets		
Current assets:		
Cash	\$ 361	\$ 92,346
Cash with fiscal agent	0	39,708
Investments	8,112,861	4,619,846
Accounts	1,335,139	72,200
Due from other governments	0	23,808
Due from other county units	339	0
Inventories	9,990	71,406
Total current assets	9,458,690	4,919,314
Noncurrent assets:		
Restricted cash and investments	7,232,318	0
Capital assets:		
Land nondepreciable	1,809,844	0
Depreciable (net)	11,673,427	0
Total noncurrent assets	20,715,589	0
Total assets	\$ 30,174,279	\$ 4,919,314
Liabilities		
Current liabilities:		
Accounts payable	\$ 158,481	\$ 282,636
Accrued liabilities	163,308	34,989
Due to other funds	0	1,519
Other current liabilities	0	2,766,726
Total current liabilities	321,789	3,085,870
Noncurrent liabilities:		
Liability for closure costs/maintenance	11,520,360	0
Accrued liabilities	110,251	0
Total noncurrent liabilities	11,630,611	0
Total liabilities	11,952,400	3,085,870
Net position		
Invested in capital assets, net of related debt	13,499,972	0
Unrestricted	4,721,907	1,833,444
Total net position	18,221,879	1,833,444
Total liabilities and net position	\$ 30,174,279	\$ 4,919,314

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Revenues, Expenses, and Changes in
Fund Net Position - Proprietary Funds
Year Ended September 30, 2013

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Operating revenues		
Charges for services	\$ 7,411,262	\$ 5,923,282
Total operating revenues	7,411,262	5,923,282
Operating expenses		
Personnel services	2,072,687	623,963
Contractual services	5,988,363	94,352
Supplies	376,685	1,609,182
Communications services	20,986	352,863
Insurance	25,657	2,877,011
Utility services	329,824	34,011
Depreciation	671,216	0
Other services and charges	926,497	805,274
Total operating expenses	10,411,915	6,396,656
Operating loss	(3,000,653)	(473,374)
Nonoperating revenues:		
Taxes	1,469,257	344
Interest	186,608	44,556
Net decrease in fair value of investments	(226,090)	(41,623)
Miscellaneous	130,525	0
Total nonoperating revenues	1,560,300	3,277
Loss before contributions and transfers	(1,440,353)	(470,097)
Transfers in	689,699	0
Transfers out	(29,373)	0
Change in net position	(780,027)	(470,097)
Net position at beginning of year	19,001,906	2,303,541
Net position at end of year	\$ 18,221,879	\$ 1,833,444

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Cash Flows - Proprietary Funds
Year Ended September 30, 2013

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Cash flows from operating activities		
Receipts from customers	\$ 7,501,031	\$ 284,422
Payments to suppliers	(7,792,248)	(4,196,533)
Payments to employees	(2,067,023)	(627,924)
Internal activity - payments to other funds	(25,657)	0
Internal activity - cash received from other funds	0	5,597,397
Claims paid	0	(1,403,380)
Net cash used in operating activities	(2,383,897)	(346,018)
Cash flows from noncapital financing activities		
Tax proceeds	1,469,257	344
Repayments on interfund loans	542	0
Transfers from other funds	689,699	0
Transfers to other funds	(29,373)	0
Net cash provided by noncapital financing activities	2,130,125	344
Cash flows from capital and related financing activities		
Sale of property	393,872	0
Acquisition and/or construction of capital assets	(1,352,876)	0
Net cash used in capital and related financing activities	(959,004)	0
Cash flows from investing activities		
Proceeds from sales and maturities of investments	5,085,677	2,484,109
Purchases of investments	(3,857,359)	(2,251,891)
Interest and dividends received	(226,090)	(41,623)
Increase (decrease) in fair value of investments	210,609	45,580
Net cash provided by investing activities	1,212,837	236,175
Net increase (decrease) increase in cash	61	(109,499)
Cash at beginning of year	300	241,553
Cash at end of year	\$ 361	\$ 132,054

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Cash Flows - Proprietary Funds (continued)
Year Ended September 30, 2013

	Business-type Activities - Landfill Fund	Governmental Activities - Internal Service Funds
Reconciliation of operating loss income to net cash used in operating activities		
Operating loss:	\$ (3,000,653)	\$ (473,374)
Adjustment to reconcile operating loss to net cash used in operating activities:		
Depreciation expense	492,043	0
Change in assets and liabilities:		
Accounts and intergovernmental receivables	(102,804)	(41,463)
Inventories	1,153	7,147
Accounts payable and other liabilities	28,127	165,633
Accrued expenses	5,664	(3,961)
Estimated liability for closure costs/maintenance	192,573	0
Net cash used in operating activities	\$ (2,383,897)	\$ (346,018)

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2013

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 45,411,680	\$ 45,411,680	\$ 47,180,157	\$ 1,768,477
Intergovernmental	16,803,664	16,803,664	18,016,576	1,212,912
Charges for services	2,273,041	2,273,041	2,478,719	205,678
Interest	288,420	288,420	348,547	60,127
Net decrease in fair value of investments	0	0	(302,579)	(302,579)
Miscellaneous	193,800	193,800	380,378	186,578
Total revenues	<u>64,970,605</u>	<u>64,970,605</u>	<u>68,101,798</u>	<u>3,131,193</u>
Expenditures				
General government	16,939,273	19,821,591	13,564,085	6,257,506
Public safety	1,952,205	1,952,205	1,243,485	708,720
Physical environment	2,344,035	2,350,385	2,274,521	75,864
Economic environment	1,940,388	1,965,388	1,857,497	107,891
Human services	8,747,197	8,884,197	7,118,057	1,766,140
Culture and recreation	6,698,891	6,628,943	6,384,080	244,863
Judicial	300,709	300,709	2,403,838	(2,103,129)
Total expenditures	<u>38,922,698</u>	<u>41,903,418</u>	<u>34,845,563</u>	<u>7,057,855</u>
Excess of revenues over expenditures	26,047,907	23,067,187	33,256,235	10,189,048
Other financing sources (uses):				
Transfers in	3,240,859	7,840,859	6,300,635	(1,540,224)
Transfers out	(34,250,681)	(38,807,256)	(31,880,639)	6,926,617
Total other financing sources (uses)	<u>(31,009,822)</u>	<u>(30,966,397)</u>	<u>(25,580,004)</u>	<u>5,386,393</u>
Net change in fund balance	(4,961,915)	(7,899,210)	7,676,231	15,575,441
Fund balance at beginning of year	<u>36,329,482</u>	<u>36,329,482</u>	<u>36,329,482</u>	<u>0</u>
Fund balance at end of year	<u>\$ 31,367,567</u>	<u>\$ 28,430,272</u>	<u>\$ 44,005,713</u>	<u>\$ 15,575,441</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Fine & Forfeiture Fund

Year Ended September 30, 2013

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 62,475,740	\$ 62,475,740	\$ 64,456,115	\$ 1,980,375
Intergovernmental	22,040	22,040	17,592	(4,448)
Charges for services	1,108,800	1,108,800	795,006	(313,794)
Fines and forfeitures	101,650	101,650	106,938	5,288
Interest	293,930	293,930	139,902	(154,028)
Net decrease in fair value of investments	0	0	(15,012)	(15,012)
Total revenues	<u>64,002,160</u>	<u>64,002,160</u>	<u>65,500,541</u>	<u>1,498,381</u>
Expenditures				
Human services	100,000	155,000	115,543	39,457
Judicial	<u>2,519,170</u>	<u>2,519,170</u>	<u>1,697,003</u>	<u>822,167</u>
Total expenditures	<u>2,619,170</u>	<u>2,674,170</u>	<u>1,812,546</u>	<u>861,624</u>
Excess of revenues over expenditures	<u>61,382,990</u>	<u>61,327,990</u>	<u>63,687,995</u>	<u>2,360,005</u>
Other financing sources (uses):				
Transfers in	0	0	980,789	980,789
Transfers out	<u>(61,382,990)</u>	<u>(66,027,990)</u>	<u>(66,367,971)</u>	<u>(339,981)</u>
Total other financing sources (uses)	<u>(61,382,990)</u>	<u>(66,027,990)</u>	<u>(65,387,182)</u>	<u>640,808</u>
Net change in fund balance	0	(4,700,000)	(1,699,187)	3,000,813
Fund balance at beginning of year	<u>2,771,245</u>	<u>2,771,245</u>	<u>2,771,245</u>	<u>0</u>
Fund balance at end of year	<u>\$ 2,771,245</u>	<u>\$ (1,928,755)</u>	<u>\$ 1,072,058</u>	<u>\$ 3,000,813</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Grants Fund
Year Ended September 30, 2013

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental	\$ 335,692	\$ 18,020,648	\$ 6,944,442	\$(11,076,206)
Charges for services	95,855	306,608	152,358	(154,250)
Interest	0	3,031	60,337	57,306
Net decrease in fair value of investments	0	0	(26,758)	(26,758)
Miscellaneous	0	1,875,083	79,651	(1,795,432)
Total revenues	<u>431,547</u>	<u>20,205,370</u>	<u>7,210,030</u>	<u>(12,995,340)</u>
Expenditures				
General government	0	18,586	0	18,586
Public safety	550,705	3,852,967	3,550,333	302,634
Physical environment	0	9,534,592	3,275,125	6,259,467
Transportation	0	3,825,812	104,179	3,721,633
Economic environment	0	174,814	56,970	117,844
Human services	18,500	439,643	61,570	378,073
Culture and recreation	15,000	2,057,331	185,769	1,871,562
Judicial	2,338	104,776	63,591	41,185
Total expenditures	<u>586,543</u>	<u>20,008,521</u>	<u>7,297,537</u>	<u>12,710,984</u>
(Deficiency) excess of revenue (under) over expenditures	<u>(154,996)</u>	<u>196,849</u>	<u>(87,507)</u>	<u>(284,356)</u>
Other financing sources (uses):				
Transfers in	244,996	327,578	200,883	(126,695)
Transfers out	<u>(90,000)</u>	<u>(885,640)</u>	<u>(144,073)</u>	<u>741,567</u>
Total other financing sources (uses)	<u>154,996</u>	<u>(558,062)</u>	<u>56,810</u>	<u>614,872</u>
Net change in fund balance	0	(361,213)	(30,697)	330,516
Fund balance at beginning of year	<u>1,766,367</u>	<u>1,766,367</u>	<u>1,766,367</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,766,367</u>	<u>\$ 1,405,154</u>	<u>\$ 1,735,670</u>	<u>\$ 330,516</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Special Assessment Paving Fund

Year Ended September 30, 2013

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Interest	\$ 94,872	\$ 94,872	\$ 72,961	\$ (21,911)
Net decrease in fair value of investments	0	0	(9,431)	(9,431)
Miscellaneous	237,588	237,588	319,766	82,178
Total revenues	<u>332,460</u>	<u>332,460</u>	<u>383,296</u>	<u>50,836</u>
Other financing sources uses:				
Transfers out	<u>(332,460)</u>	<u>(332,460)</u>	<u>(332,460)</u>	<u>0</u>
Total other financing uses	<u>(332,460)</u>	<u>(332,460)</u>	<u>(332,460)</u>	<u>0</u>
Net change in fund balance	0	0	50,836	50,836
Fund balance at beginning of year	<u>1,140,261</u>	<u>1,140,261</u>	<u>1,140,261</u>	<u>0</u>
Fund balance at end of year	<u>\$ 1,140,261</u>	<u>\$ 1,140,261</u>	<u>\$ 1,191,097</u>	<u>\$ 50,836</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Statement of Fiduciary Assets and Liabilities - Agency Fund
September 30, 2013

Assets

Cash	\$ 251,348
Accounts receivable	884,908
Total assets	<u>\$ 1,136,256</u>

Liabilities

Accounts payable	\$ 401,218
Accrued liabilities	735,038
Total liabilities	<u>\$ 1,136,256</u>

The accompanying notes are an integral part of these special-purpose financial statements.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies

Reporting Entity

Leon County is a political subdivision of the state of Florida and provides services to its residents in many areas, including public safety, transportation, recreation, and human services. It is governed by an elected Board of County Commissioners (seven members). In addition to the members of the Board of County Commissioners, there are five elected Constitutional Officers: Clerk of the Circuit Court, Sheriff, Tax Collector, Property Appraiser, and Supervisor of Elections. The Constitutional Officers maintain separate accounting records and budgets. Effective for the 2003 fiscal year, the citizens of Leon County passed a voter referendum to make Leon County a charter county. The charter is a simple charter which allows for the same powers and duties as provided in the Constitution of the State of Florida and *Florida Statutes*. However, in certain instances, the charter either alters or expands the powers of the elected officials via voter referendum. The accounting policies of Leon County, Florida conform to generally accepted accounting principles as applicable to governments. The more significant accounting policies of Leon County Board of County Commissioners (the Board) are described below.

Component Units

The component unit discussed below is included in the Board's reporting entity either because of the significance of the operational relationship or the Board is financially accountable for the component unit. The Board is financially accountable for an organization when the Board appoints a voting majority of the organization's governing body and is able to impose its will on the organization; there is a potential for the organization to provide a financial benefit or impose a financial burden on the Board; or the organization is fiscally dependent on the Board.

Specific criteria used to determine financial accountability are:

- Selection of a voting majority of the governing body.
- Imposition of Will: Ability to remove appointed members at will; ability to approve or modify rate charges affecting revenue; ability to appoint, hire or dismiss management.
- Financial Benefit or Burden Relationship: The Board is legally entitled to or can otherwise access the organization's resources; the Board is legally obligated or has otherwise assumed the obligation to finance the deficits of or provide support to the organization; or the Board is obligated in some manner for the debt of the organization.
- Fiscal Dependency: Ability to approve or modify the organization's budget or rate charges; ability to approve debt issuances and/or tax levies.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Component Units (continued)

Financial statements of component units are included in the financial reporting entity either as a blended component unit or as a discretely presented component unit in accordance with governmental accounting standards. At September 30, 2013, the only component unit of the Board is The Housing Finance Authority of Leon County (the Authority) which is discretely presented in a separate column on the Board's financial statements.

The Authority was created as a Florida public corporation in accordance with the Florida Housing Finance Authority Law, Part IV of Chapter 159, *Florida Statutes* (1979), following the adoption of an approving ordinance (#80-39) by the Board of County Commissioners of Leon County, Florida. The Authority is a Dependent Special District as defined in Section 189.4041, *Florida Statutes*.

The Authority's governing board is appointed by the Board; the budget is approved by the Board; all bonds issued and contracts entered into must be approved by the Board; the Board may, at its sole discretion, and at anytime, alter or change the structure, organization, programs or activities of the Authority, including the power to terminate the Authority; and the Board maintains the books and records of the Authority. This component unit is reported in a separate column to emphasize that it is legally separate from the Board. Separate financial information for the Housing Finance Authority is available at 918 Railroad Avenue, Tallahassee, Florida 32310 (Note 12).

Excluded from the Reporting Entity:

The Leon County Health Facilities Authority, Leon County Research and Development Authority, Leon County Education Facilities Authority, and Community Redevelopment Agency have been established under *Florida Statutes*, Chapter 159, Part V, Chapter 154, Part III, Chapter 243, and Chapter 163, Part III, respectively. Operations of the above authorities are not included in this report because they do not meet the criteria for inclusion in the reporting entity as set forth in GASB Statement No. 39.

Other public entities located within Leon County and not included in the financial statements of the Board include municipalities and the following independent taxing districts authorized and established by the Laws of Florida:

Leon County School Board District
Leon County Health Department
Tallahassee - Leon County Civic Center Authority
Fallschase Special Taxing District
Northwest Florida Water Management District
Piney Z Community Development District

These potential component units have been excluded because they do not meet the criteria for inclusion in the reporting entity.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Basis of Presentation

The special-purpose fund financial statements are fund financial statements that have been prepared in conformity with the accounting principles and reporting guidelines established by the Governmental Accounting Standards Board (GASB) and accounting practices prescribed by the State of Florida, Office of the Auditor General.

Description of Funds

Governmental Major Funds:

The Board reports the following major funds in the governmental fund financial statements:

General Fund – The General Fund is the general operating fund of the Board. This fund is used to account for all financial transactions not required to be accounted for in another fund.

Fine & Forfeiture Fund – This fund was established to account for revenues collected pursuant to the provisions of Section 142.01, *Florida Statutes*. It also accounts for expenditures related to the costs of criminal prosecutions and for the proceeds of certain court fines and costs as well as accounting for ad valorem tax revenues collected and used to support the Sheriff's Department.

Grants Fund – This fund is used to account for the revenues and expenses of federal, state, and local grants awarded to the county. This fund also includes the corresponding county matching funds for the various grants.

Special Assessment Paving – This fund accounts for the repayment of special assessments associated with the county's paving program. Repayments are collected as a non-ad valorem special assessment on the annual tax bill. The revenues are repaying the county for the costs to construct the paving projects.

Capital Improvement Fund – This fund is used to account for the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by proprietary funds.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Description of Funds (continued)

Governmental Major Funds: (continued)

Local Option Sales Tax Fund – The Local Option Sales Tax Fund accounts for revenues generated by the local option one-cent sales tax. This tax, which was approved by the voters of Leon County in a referendum election held on November 4, 1989, provides for the levy of a one percent sales tax on every taxable item sold in the County and taxed pursuant to the provisions of Chapter 206, *Florida Statutes*. The statutory authority to collect these revenues expired October 31, 2004. Utilization of the proceeds of this tax is limited to the costs of acquisition, construction, reconstruction, and maintenance of roads and streets; and the costs of establishing, operating, and maintaining a transportation system and related facilities.

Proprietary Major Fund:

Landfill Fund – The Landfill Fund accounts for the revenues, expenses, assets and liabilities associated with the County landfill and transfer station.

Other Fund Types:

Internal Service Funds – These funds account for goods or services provided by various departments to other departments of the Board on a cost-reimbursement basis.

Agency Funds – These funds account for assets held by the Board as an agent for individuals, private organizations, and/or other governmental units. These are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the fund financial statements and relates to the timing of the measurements made.

The accompanying special-purpose financial statements have been prepared using the current financial resources measurement focus and the modified accrual basis of accounting for all Governmental Funds. Accordingly, revenues are recognized when measurable and available to pay liabilities of the current period and expenditures are generally recorded when the liability is incurred and/or will be paid from expendable available financial resources.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Basis of Accounting (continued)

The Board considers receivables collected within 60 days after year-end to be available and susceptible to accrual as revenues of the current year. The following revenues are considered to be susceptible to accrual: taxes, charges for services, interest, state revenue sharing, federal forestry revenue, insurance agents' revenue, various other gas taxes, gas tax pourover trust, federal and state grants, planning and zoning revenue, municipal service franchise fees, and special assessments.

Expenditures are generally recorded when the related fund liability is incurred. An exception to this general rule is principal and interest on general long-term debt which is recorded when due.

The financial statements of the Proprietary Funds and Fiduciary Funds (Agency Funds) are prepared on the economic resources measurement focus and the accrual basis of accounting. Their revenues are recognized when earned and their expenses are recognized when incurred. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies, taxes, and investment earnings, result from nonexchange transactions or ancillary activities. The Proprietary Funds do not apply all FASB accounting standards issued after November 30, 1989.

Budgets and Budgetary Accounting

Florida Statutes, Section 129.01 (2) (b), requires that "...the receipts division of the budget shall include ninety-five percent of all receipts reasonably expected to be anticipated from all sources, including taxes to be levied, and one hundred percent of the amount of the balances, both of cash and liquid securities, estimated to be brought forward at the beginning of the fiscal year." The Board has complied with the provisions of the above *Florida Statutes*.

Annual budgets for the governmental fund types and the Housing Finance Authority of Leon County are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Budgets are not adopted for the fiduciary funds. The legal level of budgetary control is at the fund level; however, budgets are monitored at varying levels of detail.

All annual appropriations lapse at fiscal year end, although the Board expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

The budget information, as amended, presented in the financial statements was prepared on the modified accrual basis of accounting. All Board authorized amendments to the applicable budget originally approved have been incorporated into the data reflected in the special-purpose financial statements. The Board made several supplemental budgetary appropriations throughout the year.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Budgets and Budgetary Accounting (continued)

The Board uses the following procedures in establishing the budgetary data reflected in the financial statements:

1. On or before May 1 of each year, the designated budget officer submits to the Board a tentative budget for the ensuing fiscal year. The tentative budget includes proposed expenditures and funding sources.
2. The Board requires such changes to be made as it shall deem necessary, provided the budget remains in balance and subject to the notice and hearing requirements of Section 200.065, *Florida Statutes* and the budget preparation and adoption procedures, as defined in Section 129.03, *Florida Statutes*. The legal level of budgetary control is at the fund level.
3. Public hearings are held pursuant to Section 200.065, *Florida Statutes* in order for the Board to adopt the tentative and final budgets.
4. Prior to October 1, the budget is legally enacted through passage of a resolution.
5. All changes to the final budget must be approved by the Board in accordance with Section 129.06, *Florida Statutes*.
6. Formal budgetary integration is used as a management control device during the year for all governmental funds of the Board.
7. Budgets for the governmental fund types are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

Applicable budgets of Constitutional Officers are controlled by appropriations in accordance with budgetary requirements set forth in the *Florida Statutes*.

Cash and Investments

Cash includes amounts in demand deposits. The Board's investments consist of U.S. Government obligations, money market funds, municipal bonds, and commercial paper of prime quality and are reported at fair value.

In accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, investments of the Board are reported at amortized cost, which approximates fair value.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Cash and Investments (continued)

During the 2012-2013 fiscal year, the Board invested in four different investment pools: the Special Purpose Investment Account (SPIA) within the Florida Treasury Investment Pool (the Pool) administered by the Florida Department of Financial Services, as authorized by Section 17.61(1), *Florida Statutes*; The Florida Local Government Investment Trust (FLGIT), a local government investment pool developed through the joint efforts of the Florida Association of Court Clerks (FACC) and the Florida Association of Counties (FAC); The Florida Municipal Investment Trust (FMIVT), administered by the Florida League of Cities, Inc. The FMIVT is an Authorized Investment under Section 163.01, *Florida Statutes*; and the Local Government Surplus Funds Trust Fund (LGSF), administered by the Florida State Board of Administration (SBA) as authorized by Section 218.415 (17), *Florida Statutes*.

The Board liquidates and reallocates investments throughout the year depending on whether the external pools authorized by *Florida Statutes* or the interest bearing accounts with approved public depositories provide the most favorable interest rates.

Receivables

Receivables are shown net of an allowance for uncollectibles. The emergency medical services allowance is equal to 64% of outstanding charges at September 30, 2013.

Short-Term Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for services rendered or goods provided resulting in receivables and payables that are classified as “due from other funds” or “due to other funds” on the balance sheet.

Inventories

Inventories in the General Fund and Internal Service Funds consist of expendable office supplies. The office supplies are valued at the average unit cost and are accounted for under the consumption method whereby the cost is recorded as an expenditure at the time of issuance to the user department.

Restricted Assets

Investments that are held in escrow in accordance with the Florida Administrative Code requirement for landfill closure and post-closure costs are shown as restricted in the Enterprise Fund.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Capital Assets

Capital assets purchased in the governmental fund types are recorded as expenditures (capital outlay) at the time of purchase. Such assets are reported as capital assets in the Statement of Net Position as part of the county-wide basic financial statements. The Board does not record depreciation of these assets on its governmental fund financial statements, although depreciation is recorded for such assets in the county-wide financial statements. Donated assets are recorded at fair market value at the date of donation. Accounting policies for capitalization and depreciation of infrastructure assets including roads, bridges, curbs, gutters, and sidewalks are described in the county-wide financial statements. A summary of capital assets purchased by the Board's governmental funds is provided in Note 4.

Fixed Assets

Fixed assets acquired in the Proprietary Funds are capitalized at cost. Gifts or contributions are recorded at fair market value at the time received. Depreciation on property and equipment in the Proprietary Funds is computed using the straight-line method over the estimated useful lives. The Board follows the policy of capitalizing interest as a component of the cost of proprietary fund type fixed assets constructed for its own use.

The general fixed assets used in the operations of the Board, Property Appraiser, Tax Collector, Clerk of the Circuit Court, and Supervisor of Elections, and the real property used by the Sheriff are accounted for by the Board, as the Board holds legal title and is accountable for them under Florida law.

Liability for Compensated Absences

The Board accrues a liability for employees' rights to receive compensation for future absences when certain conditions are met. The Board does not, nor is it legally required to accumulate expendable available financial resources to liquidate this obligation. Accordingly, the liability for the compensated absences is not reported in the governmental funds. However, the current and long-term portion of the liability for compensated absences is reported on the county-wide Statement of Net Position for Leon County, Florida.

Other Postemployment Benefits

The Board, through Leon County, offers retiree medical and life insurance benefits for qualifying Board employees that have retired from a Florida Retirement System (FRS) pension plan.

Executive Service Plan

Executive service and senior management employees of the Board are entitled to severance pay if terminated from employment. If there is a contract or employment agreement, severance pay may not exceed an amount greater than twenty weeks of compensation. If there is no contract, severance pay is limited to six weeks.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Net Position and Fund Balances

Net Position is the difference between fund assets and liabilities on the government-wide, proprietary, and fiduciary fund statements. Fund Balance is the difference between assets and liabilities on the governmental fund statements.

In order to implement GASB 54, a County financial policy was written to define the different fund balance classifications for governmental funds and the order that the resources are used. There are five classifications of fund balance for governmental funds.

Nonspendable Fund Balance - Balances are comprised of funds that cannot be spent because they are either not spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance - Balances are comprised of funds that have legally enforceable constraints placed on their use or those funds that have externally-imposed restrictions by resource providers or creditors, grantors, contributors, voters, or interlocal agreement, or enabling legislation.

Committed Fund Balance - Balances are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action such as ordinances, resolutions, or legislation of Leon County and that remain binding unless removed by a majority vote of the Board of County Commissioners.

Assigned Fund Balance - Balances are comprised of unrestricted funds informally constrained by a majority vote of the Board of County Commissioners, or by a designated county officer, in a manner that reflects the County's use of those resources such as appropriations of fund balance at year end or at the beginning of the new fiscal year.

Unassigned Fund Balance - Balances are comprised of the residual of the unrestricted funds in the General Fund and are not nonspendable, restricted, committed, or assigned. Other fund types can only report a negative unassigned residual amount.

The County's policy is that available resources will be spent in the following order: restricted, committed, assigned, and unassigned.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 1. Accounting Policies (continued)

Common Expenses

Certain expenses that are common to the Board and all Constitutional Officers are reported as expenditures of the Board and, therefore, are not budgeted by or allocated to the other Constitutional Officers. These are:

- Occupancy costs
- Property insurance
- Utilities (except telephone), and
- Janitorial service

Operating Transfers

The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers. The payments by the Board to fund the operations of the Constitutional Officers are recorded as operating transfers out on the financial statements of the Board and as operating transfers in on the financial statements of the Constitutional Officers. Repayments to the Board are recorded as operating transfers out on the financial statements of the Constitutional Officers and as operating transfers in on the financial statements of the Board.

Use of Estimates

The preparation of the special-purpose financial statements is in conformity with accounting practices prescribed by the State of Florida, Office of the Auditor General, and requires management to make use of estimates that affect the reported amounts in the special-purpose financial statements. Actual results could differ from estimates.

Note 2. Property Taxes

Under Florida Law, the assessment of all properties and the collection of all county, municipal, special taxing districts, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of Florida regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit counties to levy property taxes at a rate of up to 10 mills. The tax levy of Leon County is established by the Board prior to October 1 of each year. The millage rate collected by the Board during the current fiscal year was 8.314 mills. County citizens were also assessed for emergency medical services through a Municipal Services Taxing Unit at a millage rate of 0.5000 mills. For County citizens charged a special assessment, the required annual payment is included on their tax bill.

All property is reassessed according to its fair market value as of January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of *Florida Statutes*.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 2. Property Taxes (continued)

All taxes are due and payable on November 1 of each year, or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount. No accrual for the property tax levy becoming due in September 30, 2013 is included in the accompanying financial statements, since such taxes are collected to finance expenditures of the subsequent period.

On or prior to June 1, following the tax year, tax certificates are sold for all delinquent taxes on real property in accordance with the laws of Florida. After sale, tax certificates bear interest of 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years.

Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the seven-year statute of limitations. Since tax certificates were sold for substantially all current year delinquent property taxes, there were no material property taxes receivable at September 30, 2013.

Note 3. Cash and Investments

As of September 30, 2013, the value of the Board's deposits and investments, with their respective credit ratings, was as follows:

	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Duration</u>
Deposits in Qualified Public Depositories	\$ 16,311,963	N/A	N/A
External Investment in Government Pools:			
Florida State Treasury Special Purpose Investment Account (SPIA)	7,757,709	A+f	2.55
Florida Local Government Investment Trust Government Fund (FLGIT)	10,567,455	AAAf/S1	1.54
Florida Municipal Investment Trust (FMIVT) 1-3 Year High Quality Bond Fund	7,654,997	AAA/V2	1.5
Florida Municipal Investment Trust (FMIVT) 0-2 Year High Quality Bond Fund	49,853	AAAf/S1	.70

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 3. Cash and Investments (continued)

	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Duration</u>
Florida PRIME Investment Pool	50,017,001	AAAm	.12
Externally Managed Portfolio:			
Money Market	\$ 482,724	AAA	0.00
U.S. Treasuries	22,373,855	AA+	2.02
Government Sponsored Agencies:			
Fannie Mae	9,422,775	AA+	2.09
Federal Home Loan Mortgage Corp	2,208,929	AA+	3.10
Other Government Sponsored Agencies	8,689,554	AA+	0.80
Temporary Liquidity Guarantee	475,141	AA+	1.68
Collateralized Mortgage Obligations	801,751	AA+	1.33
Commercial Paper	631,776	AA+	1.93
Corporate Bonds	8,826,549	AA	1.75
Corporate Bonds	9,788,525	A	1.54
Municipal Bonds	2,909,004	AAA	3.00
Municipal Bonds	4,408,598	AA	1.17
Municipal Bonds	505,977	A-	2.28
Asset-backed Securities	4,770,561	AAA	0.41
Asset-backed Securities	<u>452,409</u>	AA+	1.83
Total Cash and Investments	<u>\$ 169,107,106</u>		

The amounts above exclude cash on hand and amounts held by third parties in trust for the Board.

Credit Risk

The County Investment Policy provides a structure for the portfolio that is designed to minimize credit risk. The majority of the securities held will be those of the highest available credit quality ratings. Staff will notify the Investment Oversight Committee (IOC) at any time holdings drop below the minimum credit ratings specified in the policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments. To further limit the County's risk against possible credit losses, a maximum of 3% of the total portfolio managed by the County's external manager may be held at any one time in all securities of any corporate entity, inclusive of commercial paper, medium term notes, or corporate notes and bonds. The Policy provides that 45% of the external portfolio may be invested in Federal instrumentalities, with a limit of 15% of the portfolio in any one issuer.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 3. Cash and Investments (continued)

Credit Risk (continued)

Section 218.415(16), *Florida Statutes*, stipulates the state-approved investment policy for all governmental entities and includes the following investments:

1. The Local Government Surplus Funds Trust Fund or any authorized intergovernmental investment pool.
2. Securities and Exchange Commission (SEC) registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories.
4. Direct obligations of the U.S. Treasury.
5. Federal agencies and instrumentalities.
6. Securities of, or other interests in, any management type investment company or trust registered under the Investment Company Act of 1940, where the investment portfolio is limited to United States Government Obligations.
7. Other investments authorized by law or by ordinance for a county or a municipality.

In addition, Section 17.61(1), *Florida Statutes* permits organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool “Special Purpose Investment Account (SPIA).”

The County’s Investment Policy limits credit risk by restricting authorized investments to the following: Local Government Surplus Funds Trust Fund, State of Florida Special Purpose Investment Account, direct obligations of the United States or its agencies and instrumentalities, direct obligations of states and municipalities, repurchase agreements, commercial paper, bankers’ acceptances, money market mutual funds, the Florida Local Government Investment Trust (FLGIT), and the Florida Municipal Investment Trust (FMIVT).

The Chief Financial Officer for the State of Florida (formerly the State Treasurer) has been investing state revenues, excess revenues of state universities and community colleges and certain other public agencies in a commingled investment portfolio for several years. This program is authorized under Section 17.61(1), *Florida Statutes* and is called the Treasury Special Purpose Investment Account (SPIA).

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 3. Cash and Investments (continued)

Credit Risk (continued)

Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The financial details and disclosures for the Treasury Investment Pool are made in Note 2 to the State of Florida Comprehensive Annual Financial Report (CAFR). The Florida Treasury Investment Pool is rated by Standard and Poor's. The rating as of September 30, 2013 was A+f. Investments in this pool are limited to a maximum of 50% of the portfolio. A copy of SPIA's most recent financial statements can be found at http://www.fltreasury.org/fs_01.html.

The FLGIT is a local government investment pool created by the Florida Association of Court Clerks and the Florida Association of Counties for the purpose of providing public entities with an investment program that focuses on longer term securities with the highest credit ratings. The effective maturity of the underlying investments is five years or less. At year end, the FLGIT was invested in money markets, treasury notes, asset-backed securities, and Federal agency obligations. This investment type is subject to some market risk due to fluctuating prices and liquidity risk due to advance redemption notification requirements. However, it has a professional investment advisor and an investment advisory board, and provides diversity in the Fund's portfolio. The FLGIT maintains a credit rating of AA+ by Standard & Poor's. Investments in this pool are limited to a maximum of 15% of the portfolio. A copy of FLGIT's most recent financial statements can be found at <http://www.floridatrusionline.com/about>

The FMIVT is a similar investment pool operated by the Florida League of Cities. Its rating, investment parameters, and liquidity generally mirror those of the FLGIT. The 1 to 3 Year High Quality Bond Fund is designed to provide an investment pool alternative to those Members that have excess funds and that have an investment horizon greater than that of money market instruments. The investment objective is: 1) to preserve capital; 2) achieve a total rate of return that exceeds the return of T-Bills by 1% per year over rolling three-year periods; and 3) exceed the return of the Merrill Lynch One-to-Three-year Government Index over three-year periods. The Portfolio will generally invest in securities with greater potential returns and risk than those offered by money market type instruments. Due to the fact that the Portfolio will be investing in securities with an average maturity of approximately two years, increases in interest rates will cause declines in the net asset value of the Portfolio. Therefore, the Portfolio may be an inappropriate investment for funds required to meet short-term needs. The portfolio is managed by Atlanta Capital Management and maintains a AAA/V2 rating from Fitch. Investments in this pool are limited to a maximum of 15% of the portfolio.

The FMIVT 0 to 2 Year High Quality Bond Fund is also operated by the Florida League of Cities. This Fund, which was established in April 2009, invests in government and high quality securities while maintaining an average maturity of approximately one year. The performance of the portfolio is measured against the Merrill Lynch One Year Treasury Note Index. The portfolio is managed by Atlanta Capital Management. Investments in this pool are limited to a maximum of 15% of the portfolio. A copy of FMIVT's most recent financial statements can be found at <http://www.floridaleagueofcities.com/Default.aspx>.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 3. Cash and Investments (continued)

Credit Risk (continued)

The Florida PRIME is an external investment pool that is administered by the Florida State Board of Administration (SBA). Florida PRIME is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for the SEC Rule 2a-7 fund. Florida PRIME is governed by Chapter 19-7 of the Florida Administrative Code, which identifies the Rules of the SBA. These rules provide guidance and establish the general operating procedures for the administration of Florida PRIME. Additionally, the State of Florida, Office of the Auditor General performs the operational audit of the activities and investments of the SBA. Throughout the year and as of September 30, 2013, Florida PRIME contained certain floating rate and adjustable rate securities that were indexed based on the prime rate and/or one and three-month LIBOR rates. These floating rate and adjustable rate securities are used to hedge against interest risk and provide diversification to the portfolio. Exposure to a single issuer is limited to 5% of the portfolio's amortized cost. The current rating for the Florida PRIME is AAAM by Standard and Poors. A copy of Florida PRIME's most recent financial statements can be found at <http://www.sbafla.com/prime/Audits/tabid/582/Default.aspx>.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a bank failure or the failure of the counterparty, the government's deposits may not be returned to it, or may not be able to recover the value of its investments that are in the possession of an outside party.

Qualified public depositories of public funds are required to provide collateral each month pursuant to Section 280.04, *Florida Statutes*. The collateral is held by the Florida Division of Treasury or other custodian with full legal rights maintained by the Florida Division of Treasury to transfer ownership. Any loss not covered by the pledged securities and deposit insurance would be assessed by the Florida Division of Treasury and paid by the other public depositories. The County's deposits are therefore considered fully insured or collateralized. Bank balances at September 30, 2013, were \$18,128,179.

Due to the nature of the County's cash and investments, management believes there is no exposure to custodial credit risk and concentration of credit risk.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of investments. The county manages interest rate risk by setting the range of duration for the county's portfolio as 0.5 years to 2.5 years, with a five-year average of 1.5 years. The effective duration of investments is listed in the preceding table.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 3. Cash and Investments (continued)

Interest Rate Risk (continued)

The externally managed portfolio totaled \$76,748,128 at September 30, 2013, and was invested for a weighted average term of 854 days. The County requires a minimum balance of short term investments. The portfolio shall maintain in liquid investments (defined as repurchase agreements purchased under the terms of the County's depository contract, open repurchase agreements, negotiable certificates of deposit, banker's acceptance, commercial paper, U.S. Treasury direct and agency obligations, money market funds, all having a maturity of 90 days or less, and SPIA) a minimum balance equal to one-twelfth of the current fiscal year's budgeted operating expenditures. The Board was in compliance with this requirement.

Foreign Currency Risk

The County contributes to the Florida Retirement System (FRS), the investments of which are administered by the State Board of Administration. The FRS's investment policy and exposure to foreign currency risk is disclosed in Note 2 of the State of Florida Comprehensive Annual Financial Report. A copy of this report is available at http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm.

Note 4. Fixed Assets

A summary of changes in fixed assets and depreciation for the year ended September 30, 2013, follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>(Reductions)</u>	<u>Ending Balance</u>
Governmental activities:				
Land	\$ 20,208,716	\$ 338,000	\$ 0	\$ 20,546,716
Improvements other than buildings	14,626,843	6,628,370	(7,990)	21,247,223
Buildings and improvements	165,865,125	11,486,395	0	177,351,520
Equipment	52,393,081	4,676,118	(2,151,298)	54,917,901
Construction in progress	49,096,615	20,829,894	(23,507,606)	46,418,903
Totals at historical cost	<u>\$ 302,190,380</u>	<u>\$ 43,958,777</u>	<u>\$(25,666,894)</u>	<u>\$ 320,482,263</u>

Depreciation on capital assets used in governmental activities is recorded in the county-wide financial statements of Leon County.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 4. Fixed Assets (continued)

	<u>Beginning Balance</u>	<u>Additions</u>	<u>(Reductions)</u>	<u>Ending Balance</u>
Business type activities:				
Land	\$ 1,809,844	\$ 0	\$ 0	\$ 1,809,844
Buildings, improvements, and construction in progress	19,428,232	8,887,600	(7,854,736)	20,461,096
Equipment	<u>5,425,737</u>	<u>463,899</u>	<u>(407,234)</u>	<u>5,482,402</u>
Totals at historical cost	<u>26,663,813</u>	<u>9,351,499</u>	<u>(8,261,970)</u>	<u>27,753,342</u>
Less accumulated depreciation for:				
Buildings and improvements	(11,152,096)	(294,332)	0	(11,446,428)
Equipment	<u>(2,625,931)</u>	<u>(376,883)</u>	<u>179,173</u>	<u>(2,823,641)</u>
Total accumulated depreciation	<u>(13,778,027)</u>	<u>(671,215)</u>	<u>179,173</u>	<u>(14,270,069)</u>
	<u>\$ 12,885,786</u>	<u>\$ 8,680,284</u>	<u>\$ (8,082,797)</u>	<u>\$ 13,483,273</u>

Note 5. Long-Term Debt

A. A summary of changes in the long-term debt of the Board follows:

	<u>Balance October 1, 2012</u>	<u>Additions</u>	<u>(Reductions)</u>	<u>Balance September 30, 2013</u>	<u>Due Within One Year</u>
Long-Term Debt					
Special revenue debt:					
Capital Improvement Revenue Bonds, Series 2003A	\$ 7,965,000	\$ 0	\$ (7,965,000)	\$ 0	\$ 0
Capital Improvement Revenue Bonds, Series 2012A	0	8,267,000	0	8,267,000	0
Taxable Capital Improvement Revenue Bonds, Series 2003B	12,465,000	0	(12,465,000)	0	0
Taxable Capital Improvement Revenue Bonds, Series 2012B	0	12,956,000	(119,000)	12,837,000	158,000
Capital Improvement Revenue Refunding Bonds, Series 2005	44,505,000	0	(3,090,000)	41,415,000	6,090,000
Capital Improvement Revenue Refunding Bonds, Series 2011	<u>2,686,070</u>	<u>0</u>	<u>(2,686,070)</u>	<u>0</u>	<u>0</u>
Total special revenue debt	<u>67,621,070</u>	<u>21,223,000</u>	<u>(26,325,070)</u>	<u>62,519,000</u>	<u>6,248,000</u>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 5. Long-Term Debt (continued)

	<u>Balance October 1, 2012</u>	<u>Additions</u>	<u>(Reductions)</u>	<u>Balance September 30, 2013</u>	<u>Due Within One Year</u>
Note payable	2,493,500	0	(391,456)	2,102,044	406,251
Liability for compensated absences	4,351,358	1,964,534	(2,006,005)	4,309,887	1,373,444
Other postemployment benefits	1,844,070	517,892	(54,901)	2,307,061	452,294
Arbitrage rebate liability	25,000	0	0	25,000	0
	<u>\$ 76,334,998</u>	<u>\$23,705,426</u>	<u>\$(28,777,432)</u>	<u>\$ 71,262,992</u>	<u>\$ 8,479,989</u>

Total interest costs incurred for general long-term debt by the Board, including amortization of bond refunding costs, for the year ended September 30, 2013, was 2,673,783.

B. A summary of each special revenue debt obligation outstanding at September 30, 2013 is as follows:

	<u>Outstanding at September 30, 2013</u>
\$8,267,000, Capital Improvement Revenue Bonds, Series 2012A, (i) to refund the County's Capital Improvement Revenue Bonds, Series 2003A of which \$7,965,000 was outstanding and maturing in the years 2018 through 2020, and (ii) to pay a portion of the costs of the acquisition of the Bank of America Building, and (iii) the construction of improvements to the Bank of America Building, and (iv) to finance improvements to the County's courthouse and parking garage. The economic gain resulting from the refunding was \$1,279,488. The bonds dated December 20, 2012, bear interest of 1.65% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2013. The bond principal matures serially on October 1 of each year for two years beginning October 1, 2019.	\$ 8,267,000
\$12,956,000, Taxable Capital Improvement Revenue Bonds, Series 2012B, to, (i) refund the Capital Improvement Revenue Bonds, Series 2003B of which \$12,465,000 was currently outstanding and maturing in the years 2018 through 2019, and (ii) pay a portion of the costs of the acquisition of the Bank of America Building, and (iii) pay capitalized interest and issuance costs on the Series 2012B bonds, and (iii) pay bond issuance costs. The economic gain resulting from the refunding was \$1,405,034. The bonds dated December 20, 2012 and bear interest of 2.22% per annum. The interest on the bonds is payable on April 1 and October 1, beginning April 1, 2013. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2019.	12,837,000

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 5. Long-Term Debt (continued)

**Outstanding at
September 30,
2013**

\$54,695,000, Capital Improvement Revenue Refunding Bonds, Series 2005, (i) to finance a portion of the cost of the Series 2005 Project, (ii) to refund the County's Capital Improvement Revenue Bonds, Series 1997, maturing in the years 2008 through 2017, (iii) to refund the County's Capital Improvement Revenue Bonds, Series 1998A, maturing in the years 2014 through 2017, (iv) to refund the County's Capital Improvement Revenue Bonds, Series 1999, maturing in the years 2010 through 2017, (v) to pay capitalized interest on a portion of the Series 2005 Bonds, and (vi) to pay the costs of issuance of the 2005 Bonds, including the premiums in respect of a financial guaranty insurance policy and the surety bond to be deposited into the Reserve Fund. The bonds dated March 30, 2005, are in denominations of \$5,000 each and bear interest from 3% to 5% per annum. The interest on the bonds is payable on April 1, and October 1, beginning October 1, 2006. The bond principal matures serially on October 1 of each year beginning October 1, 2006.

41,415,000

The Capital Improvement Revenue Bonds, Series 2012A, the Capital Improvement Refunding Revenue Bonds, Series 2005, and Taxable Capital Improvement Revenue Bonds, Series 2012B are parity bonds payable from and secured by a lien upon certain non-ad valorem revenue. The pledged revenues include the Local Government Half-Cent Sales Tax, Guaranteed Entitlement, Second Guaranteed Entitlement, and additional State Reserve Sharing Funds (less the Guaranteed Entitlement and the Second Guaranteed Entitlement).

Total Special Revenue Debt

\$ 62,519,000

The Board's note payable at September 30, 2013 is as follows:

**Outstanding at
September 30,
2013**

SunTrust Equipment Finance & Leasing Corp

On November 18, 2005, the Board borrowed \$4,466,238, (including \$3,986,522 tax exempt, and \$479,686 taxable), under provision of Section 489.145 Florida Statutes. Interest rates are 3.74% and 5.85% for the tax exempt and taxable portion, respectively. The proceeds were used to purchase energy savings equipment. The taxable portion matured on May 18, 2008, and the tax-exempt portion matures on May 18, 2018.

\$ 2,102,044

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 5. Long-Term Debt (continued)

C. A Schedule of Debt Service Requirements, including principal and interest, is as follows:

	<u>Year ending September 30,</u>				
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Improvement Revenue					
Refunding Bonds, Series 2005	\$ 7,969,406	\$ 7,976,381	\$ 7,970,781	\$ 7,973,181	\$ 729,831
Capital Improvement Revenue					
Bonds, Series 2012A	136,406	136,406	136,406	136,406	136,406
Taxable Capital Improvement					
Revenue Bonds, Series 2012B	442,981	443,474	443,877	443,192	6,938,440
Note payable	484,513	484,514	484,514	484,514	484,513
Total Debt Service	<u>\$ 9,033,306</u>	<u>\$ 9,040,775</u>	<u>\$ 9,035,578</u>	<u>\$ 9,037,293</u>	<u>\$ 8,289,190</u>
			Total	Less	Principal
	<u>2019-2023</u>	<u>2024-2026</u>	<u>Payments</u>	<u>Interest</u>	<u>Principal</u>
Capital Improvement Revenue					
Refunding Bonds, Series 2005	\$ 11,978,975	\$ 7,012,551	\$ 51,611,106	\$ 10,196,106	\$ 41,415,000
Capital Improvement Revenue					
Bonds, Series 2012A	8,518,276	0	9,200,306	933,306	8,267,000
Taxable Capital Improvement					
Revenue Bonds, Series 2012B	5,636,412	0	14,348,376	1,511,376	12,837,000
Note payable	0	0	2,422,568	320,524	2,102,044
Total Debt Service	<u>\$ 26,133,663</u>	<u>\$ 7,012,551</u>	<u>\$ 77,582,356</u>	<u>\$ 12,961,312</u>	<u>\$ 64,621,044</u>

Note 6. Employees' Retirement Plan

All full-time employees of the Board are eligible to participate in the Florida Retirement System (FRS). The FRS includes various plans and programs, including a defined benefit pension plan (Pension Plan), which is primarily a cost-sharing, multiple-employer defined benefit public-employee pension plan. Information as to benefits, contribution rates, and vesting requirements by membership category is provided in the county-wide financial statements of Leon County, Florida. Contributions and benefits are established in Section 121.71, *Florida Statutes*.

Participating employer contributions are based upon actuarially determined blended rates established by the State Legislature that are expressed as percentages of annual covered payroll and are adequate to accumulate sufficient assets to pay benefits when due. Prior to July 1, 2011, the FRS was employee noncontributory. Beginning July 1, 2011, employees who are not participating in the Deferred Retirement Option Plan are required to contribute 3% of their salary to the FRS.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 6. Employees' Retirement Plan (continued)

The Board also participates in the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, *Florida Statutes*. The benefit is a monthly cash payment to assist retirees of state-administered retirement systems in paying their health insurance costs. Additional information regarding benefits is provided in the county-wide financial statements of Leon County, Florida.

The HIS Program is funded by required contributions from FRS participating employers as set by the State Legislature. Employer contributions are a percentage of gross compensation for all active FRS employees and are reported by employers with monthly payroll reports and included with the amount submitted for retirement contributions. For the fiscal year ended September 30, 2013, the contribution rate was 1.20% of payroll pursuant to Section 112.363, *Florida Statutes*.

The total employer retirement contributions for the fiscal years ended September 30, 2013, 2012, and 2011 were \$2,540,719, \$2,106,821, and \$3,698,159, respectively, which is equal to the required contribution for each year.

The Pension Plan and the HIS Program are administered by the State of Florida Department of Management Services, Division of Retirement. The Division of Retirement issues a publicly available FRS Annual Report that includes financial statements and required supplementary information for the Pension Plan and HIS Program. That report may be obtained by writing to the Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by calling 850-488-5706.

Note 7. Other Postemployment Benefits

Plan Description

The Board participates in an agent multiple-employer plan administered by Leon County, Florida (the County) under which qualified retired employees are permitted to participate in the health and life insurance benefits program (the Program). The health insurance benefits portion of the Program is considered by the County's insurance provider to be community-rated and the Program may be amended by the Board. A stand alone financial report is not issued for the Program.

Funding Policy

Retired employees and their spouses for their lifetime are eligible for continuation of the benefits offered to active employees and are responsible for paying the required premium contributions.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 7. Other Postemployment Benefits (continued)

Annual OPEB Cost and Net OPEB Obligation

As described in Note 1, the Board consists of elected Constitutional Officers of the County. The annual Other Postemployment Benefit (OPEB) obligation of Constitutional Officers is recognized in the county-wide financial statements of the County and the obligation associated with each Constitutional Officer is disclosed within the notes of their respective financial statements. The County's OPEB obligation is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the guidance provided by Governmental Accounting Standards Number 45, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions." The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The following table shows the Board's share of the County's annual OPEB cost, its actual contributions and changes in the Board's share of the County's net OPEB obligation:

Normal cost (service cost for one year)	\$ 273,658
Amortization of unfunded actuarial accrued liability	251,986
Interest on normal cost and amortization	<u>21,026</u>
Annual required contribution	546,670
Interest on net OPEB obligation	73,763
Adjustment to annual required contribution	<u>(102,541)</u>
Annual OPEB cost	517,892
Contributions made	<u>(54,901)</u>
Increase in net OPEB obligation	462,991
Net OPEB obligation at beginning of year	<u>1,844,070</u>
Net OPEB obligation at end of year	<u><u>\$ 2,307,061</u></u>

The Board's share of the County's OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal year 2013 and the preceding two years is as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Amount Contributed</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
September 30, 2013	\$ 517,892	\$ 54,901	11%	\$ 2,307,061
September 30, 2012	\$ 447,351	\$ 51,614	12%	\$ 1,844,070
September 30, 2011	\$ 454,650	\$ 45,236	10%	\$ 1,448,333

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 7. Other Postemployment Benefits (continued)

Funded Status and Funding Progress

As of September 30, 2013, the Board's share of the actuarial accrued liability for benefits recognized in the County's financial statements was \$4,531,646, all of which was unfunded. The Board's covered payroll (annual payroll of active employees covered by the plan) was \$33,100,521. The ratio of the Board's actuarial accrued liability to the Board's covered payroll was 14% at September 30, 2013.

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Actuarial Methods and Assumptions

Projection of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of the valuation. The actuarial calculations reflect a long-term perspective and the actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

For the October 1, 2012 actuarial valuation, the projected unit credit method of funding was used. The objective under that method is to fund each participant's benefits under the plan as they would accrue, taking into consideration the plan's benefit allocation formula. Thus, the total benefit value each participant is expected to become entitled to is broken down into units, each associated with a year of past or future credited service. The actuarial assumptions included a 4% rate of return based on the estimated long-term investments that are expected to be used to finance the payment of the benefits. In addition, the actuarial assumptions included a 3% salary growth rate. The unfunded actuarial liability is being amortized as a level of percentage of projected payroll on an open basis. The remaining amortization period at September 30, 2013, was 30 years.

Note 8. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; error and omissions; injuries to employees; and natural disasters. The following is a summary of the County's coverage and exposure relating to the various risks of loss retained as of September 30, 2013.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 8. Risk Management (continued)

General Liability

Effective December 15, 2012, the Board purchased commercial insurance for general liabilities from OneBeacon. From October 1, 2009 through December 15, 2012, the Board maintained commercial insurance for general liabilities from Travelers. The Board maintained a \$10,000 deductible with each insurance carrier.

The actuarially determined liability determined below reflects open claims associated with these carriers.

Changes in the Board's claim liability amount were as follows:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claims Payments	Balance at Fiscal Year End
September 30, 2013	\$ 62,998	\$ (47,033)	\$ 0	\$ 15,965
September 30, 2012	\$ 97,000	\$ 34,002	\$ 0	\$ 62,998

The claims liability of \$15,965 includes an actuarial valuation for incurred but not reported claims of \$15,000.

Workers' Compensation

The Board maintains a self-insurance Internal Service Fund (the Fund) to account for insurance activities relating to workers' compensation, which is administered by a third-party administrator, Preferred Governmental Claims Solutions. Under this program, the Board absorbs losses up to a maximum of \$350,000 for each claim. At September 30, 2013, the Board had \$40,000 deposited with the third-party administrator for use against future claims. The Board purchases commercial insurance for claims in excess of coverage provided by the Fund. Settled claims have not exceeded the retention level for this commercial coverage in the current year and any of the past five years.

All funds of the Board participate in this program and make payments to the Insurance Service Fund based on payroll exposure in the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. Net position of the Self Insurance Fund is reserved for anticipated future catastrophic losses pursuant to County policy and GASB Statement No. 10.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 8. Risk Management (continued)

Workers' Compensation (continued)

The actuarially-determined claims liability for workers' compensation of \$2,714,523, which includes incurred but not reported claims of \$1,313,201, reported in the Fund at September 30, 2013 is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated. Changes in the Fund's claims liability amount were as follows:

	<u>Beginning of Fiscal Year Liability</u>	<u>Current Year Claims and Changes in Estimates</u>	<u>Claims Payments</u>	<u>Balance at Fiscal Year End</u>
September 30, 2013	\$ 2,531,277	\$ 930,246	\$ 747,000	\$ 2,714,523
September 30, 2012	\$ 2,870,000	\$ (458,723)	\$ (120,000)	\$ 2,531,277

Automobile Liability

The Board purchases commercial coverage for automobile liability insurance through the same provider of its general liability insurance. In addition the Board maintains physical damage coverage to vehicles valued at \$25,000 or greater.

All funds of the Board participate in this program and pay premiums to the Insurance Service Fund based on the vehicles used by their personnel. Changes in the Fund's claims liability were as follows:

	<u>Beginning of Fiscal Year Liability</u>	<u>Current Year Claims and Changes in Estimates</u>	<u>Claims Payments</u>	<u>Balance at Fiscal Year End</u>
September 30, 2013	\$ 5,321	\$ 30,917	\$ 0	\$ 36,238
September 30, 2012	\$ 5,000	\$ 321	\$ 0	\$ 5,321

The claims liability of \$36,238 includes an actuarial valuation for incurred but not reported claims of \$5,000.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 9. Leases

In June 2003, the Board purchased the Bank of America building. There are several noncancellable operating lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates. Minimum future rentals to be collected under the terms of the lease agreements as of September 30, 2013, are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2014	\$ 1,529,967
2015	1,503,256
2016	1,015,439
2017	543,478
2018	220,476
Thereafter	<u>874,996</u>
	<u>\$ 5,687,612</u>

In October 2009, the Board purchased the Lake Jackson Oaks Hunington Property. There are several noncancellable operating lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates. Minimum future rentals to be collected under the terms of the lease agreements as of September 30, 2013, are as follows:

<u>Year ending September 30,</u>	<u>Amount</u>
2014	\$ 241,824
2015	217,681
2016	137,249
2017	<u>4,408</u>
	<u>\$ 601,162</u>

Note 10. Other Required Individual Fund Disclosures

Interfund balances in the Governmental Funds primarily represent repayments due from other funds responsible for particular expenditures to the funds that initially paid for them. Interfund balances are due and payable within one year.

Interfund receivable and payable balances at September 30, 2013, are as follows:

<u>Fund</u>	<u>Interfund Receivable</u>	<u>Interfund Payable</u>
General Fund	\$ 1,519	\$ 0
Internal Service Funds	<u>0</u>	<u>1,519</u>
	<u>\$ 1,519</u>	<u>\$ 1,519</u>

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 10. Other Required Individual Fund Disclosures (continued)

Interfund Transfers for the year ended September 30, 2013, consisted of the following:

Transfers to the General Fund from:	
Grants Funds	\$ 22,918
Fine & Forfeiture Fund	4,600,000
Nonmajor Governmental Funds	804,484
Total Transfers to the General Fund	<u>5,427,402</u>
Transfers to the Grants Fund from:	
General Fund	121,155
Capital Projects Fund	74,395
Nonmajor Governmental Funds	5,333
Total Transfers to the Grants Fund	<u>200,883</u>
Transfers to the Capital Improvement Fund from:	
Nonmajor Governmental Funds	<u>720,368</u>
Transfers to the Nonmajor Governmental Funds:	
General Fund	17,916,082
Fine & Forfeiture Fund	45,000
Other Nonmajor Funds	6,146,556
Total Transfers to the Nonmajor Governmental Funds	<u>24,107,638</u>
Total Transfers to Governmental Funds	<u>30,456,291</u>
Transfers to the Enterprise Fund from:	
General Fund	<u>689,699</u>
Total Transfers to Enterprise Funds	<u>689,699</u>
Total Interfund Transfers	<u>\$ 31,145,990</u>

Note 11. Closure and Post-closure Care Cost

State and federal laws and regulations require the Board to place a final cover on each of its landfill cells when it stops accepting waste and to perform certain maintenance and monitoring functions on each cell for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Board reports a portion of these costs as an operating expense in each period based on

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 11. Closure and Post-closure Care Cost (continued)

landfill capacity used as of each balance sheet date. The \$11,520,360 reported as landfill closure and post-closure care liability at September 30, 2013, represents the cumulative amount reported to date based on the use of 100% of the estimated capacity of the landfill cells placed in use. These amounts are based on what it would cost to perform closure and post-closure care in 2013 on those cells placed in use. Actual costs may be higher due to inflation, changes in technology, or changes in regulations. The landfill is no longer accepting Class I waste, however it is still accepting residuals from a Class III materials recovery facility and recovered screened materials. Since the landfill is permitted as a single permit, until the entire landfill is closed the Board cannot begin to perform closure and post-closure care.

The Board is required by state and federal laws to make annual contributions to an escrow account to finance a minimum of all closure costs. The Board is in compliance with those minimum requirements, and at September 30, 2013, held investments in the amount of \$7,232,318 for these purposes that are reported as restricted assets on the balance sheet. The Board expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined; these costs may need to be covered by charges to future landfill users or from future tax revenue.

Net income of the landfill fund is accumulated in a reserve for rate stabilization. The fund reported a reserve balance of \$4,721,907 at September 30, 2013. The intent of this reserve is to allow for consistent usage fee charges, construction or acquisition of landfill assets and accumulation of closure and post-closure costs. Because funding for closure and post-closure costs associated with unused capacity of landfill cells is to be derived from future usage fees, the rate stabilization reserve does not represent liquid assets available for that purpose.

Note 12. Component Unit - Housing Finance Authority of Leon County

The Authority had the following bonds outstanding at September 30, 2013, pursuant to its authorization:

	<u>Amount Outstanding</u>
Single Family Mortgage Revenue and Refunding Bonds: Series 1995 A	<u>\$ 215,000</u> <u>\$ 215,000</u>

The principal and interest thereon is payable solely from revenues and other amounts derived from the mortgage loans purchased with bond proceeds and certain reserve funds, all of which are administered by trustees. The Authority is not directly or indirectly liable for the collection of the mortgage loans. The principal and interest on the bonds do not constitute an indebtedness, liability, general obligation or pledge of the faith or credit of the Authority, Leon County, the state of Florida, or any municipality or political subdivision thereof.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 13. Commitments and Contingencies

A. Contract commitments:

Grants

The Board is currently receiving, and has received in the past, grants which are subject to special compliance audits by the grantor agency that may result in disallowed expense amounts. Such amounts, if any, constitute a contingent liability of the Board. Accordingly, such liabilities are not reflected within the financial statements.

Long-Term Construction Projects

The Board is committed to various material long-term construction projects at September 30, 2013. These commitments have been included in the 2012-2013 fiscal year budget and the five-year Capital Improvement Program and certain amounts have been reserved in the capital projects fund. Current contracts outstanding as of the report date approximate \$2.8 million.

B. Potential liabilities resulting from litigation:

The Board is a defendant in various lawsuits arising from the normal course of operations. The outcome of these lawsuits is not presently determinable.

C. Encumbrances:

Encumbrances represent commitments related to unperformed contracts for goods or services. They do not constitute expenditures or liabilities. The commitments will be honored in the subsequent year. The Board had \$3,891,590 reserved for encumbrances as of September 30, 2013.

Note 14. Excess of Expenditures Over Appropriations

The Family Law Legal Services Fund shows an excess of expenditures over appropriations. This excess is due to the appropriation and use of fund balance during the fiscal year.

Note 15. Consolidated Dispatch Agency

In May 2012, the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff's Office entered into an inter-local agreement authorized by Section 163.01, *Florida Statutes*. This agreement created a Consolidated Dispatch Agency (CDA) for the purpose of dispatching law enforcement, fire and emergency medical services personnel. The term of this agreement is for a period of 10 years, commencing April 1, 2013, and will renew automatically thereafter. The CDA will govern and manage the provision of public safety consolidated dispatch services on a county-wide basis.

Board of County Commissioners
Leon County, Florida
Notes to Special-Purpose Financial Statements
Year Ended September 30, 2013

Note 15. Consolidated Dispatch Agency (continued)

The governing body of the CDA consists of the City of Tallahassee City Manager, the Leon County Administrator and the Leon County Sheriff, hereinafter called the Council. The City and Sheriff shall fund the CDA budget proportionately based upon the per capita population within the corporate limits of the City of Tallahassee for the city, and the per capita population within the unincorporated area of Leon County for the Sheriff, and a service cost allocation shall be included in the CDA's annual budget.

Note 16. Subsequent Event

The County has evaluated subsequent events through February XX, 2014, the date of the financial statements were available to be issued.

Internal Control and Compliance Section

Independent Auditors' Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Special-Purpose Financial
Statements Performed in Accordance with *Government Auditing Standards*

September 30, 2013

Management Letter
September 30, 2013

Management Letter

To the Honorable Board of County Commissioners
Leon County, Florida

We have audited the special-purpose financial statements of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2013, and have issued our report thereon dated February 19, 2014.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have issued our Report on Internal Control Over Financial Reporting and Compliance and Other Matters based on our audit of the financial statements performed in accordance with *Government Auditing Standards*. Disclosures in that report, which is dated February 19, 2014, should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, *Rules of the Auditor General*, which govern the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included on the aforementioned auditors' report

The *Rules of the Auditor General* (Section 10.554(1)(i)1.) require that we determine, whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial report.

The *Rules of the Auditor General* (Section 10.554(1)(i)2.), require our audit to include a review of the provisions of Section 218.415, *Florida Statutes*, regarding the investment of public funds. In connection with our audit, we determined that the Board complied with Section 218.415, *Florida Statutes*.

The *Rules of the Auditor General* (Section 10.554(1)(i)3.) require that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

The *Rules of the Auditor General* (Section 10.554(1)(i)4.) require that we address violations of provisions of contracts or grant agreements or abuse that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Page Two

The *Rules of the Auditor General* (Section 10.554(1)(i)5.), require that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the special-purpose financial statements. The name or official title and legal authority for the primary government and each component unit of the reporting entity are disclosed in Note 1 of the Notes to the Special-Purpose Financial Statements. The Leon County Housing Finance Authority, a component unit of Leon County, was authorized pursuant to Chapter 159, Part IV, of the *Florida Statutes* and was created by Leon County Ordinance 80-39.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Thomas Howell Ferguson P.A.

Law, Redd, Crona & Monroe P.A.



Tallahassee, Florida
February 19, 2014

Tallahassee, Florida

Management Letter

To the Honorable Board of County Commissioners
Leon County, Florida

We have audited the special-purpose financial statements of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2013, and have issued our report thereon dated February 19, 2014.

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Thomas Howell Ferguson P.A.

Law, Redd, Crona & Monroe P.A.



Tallahassee, Florida
February 19, 2014

Tallahassee, Florida

DRAFT

March 12, 2014

Mr. David W. Martin, CPA
Auditor General
State of Florida
111 West Madison Street
Room G74
Tallahassee, Florida 32399-1450

Dear Mr. Martin:

On March 11, 2014 the county received its audited financial statements for the year ended September 30, 2013. Along with the report, the county received the Management Letter. There were no findings by the auditors in the Management Letter.

Pursuant to Florida Statutes, Section 11.45, enclosed please find the submittal of the County's Management Letter from the external auditors.

Leon County, as always, will continue to focus on efforts to improve the financial management of its system.

Sincerely,

Kristin Dozier,
Chairman

NJM/BC/bc

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Payment of Bills and Vouchers Submitted for March 11, 2014 and Pre-Approval of Payment of Bills and Vouchers for the Period of March 12 through April 7, 2014

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. 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 March 11, 2014, and pre-approve the payment of bills and vouchers for the period of March 12 through April 7, 2014.

Title: Approval of Payment of Bills and Vouchers Submitted for March 11, 2014, and Pre-Approval of Payment of Bills and Vouchers for the Period of March 12 through April 7, 2014

March 11, 2014

Page 2

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval March 11, 2014 and pre-approval of payment of bills and vouchers for the period of March 12 through April 7, 2014. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the March 11, 2014 meeting, the morning of Monday, March 10, 2014. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding regular meetings the third and fourth Tuesday in March and the first Tuesday in April, it is advisable for the Board to pre-approve payment of the County's bills for March 12 through April 7, 2014, 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 March 11, 2014, and pre-approve the payment of bills and vouchers for the period of March 12 through April 7, 2014.
2. Do not approve the payment of bills and vouchers submitted for March 11, 2014, and do not pre-approve the payment of bills and vouchers for the period of March 12 through April 7, 2014.
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

March 11, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Proposed Establishment of an OPS Records Technician Position at the Department of Development Support and Environmental Management

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Pam Scott, Sr. Administrative Associate II

Fiscal Impact:

This item has a fiscal impact. The proposed OPS Records Technician position salary of \$12.67 per hour would be fully funded by the Department's Building Plans Review and Inspection Division for the remainder of FY14, which is anticipated to total approximately \$20,820. The funds required to support the proposed OPS position are available as a result of the increase in the Division's fee revenues from increased permitting activity. A Resolution and Budget Amendment Request provides for this budget increase.

Staff Recommendation:

Option #1: Approve the proposed establishment of an OPS Records Technician position at the Department of Development Support and Environmental Management, and approve the Resolution and associated Budget Amendment Request (Attachment #1).

Report and Discussion

Background:

Due to the downturn in the land development and building construction-related industries over the past several years, staffing levels at the Department of Development Support and Environmental Management (DSEM) have been significantly reduced. Throughout the implementation of this staff downsizing, it was noted that when development and construction-related activities increased, together with an increase in the collection of associated application review fees, staffing enhancements would be proposed to ensure the maintenance of the level of customer service anticipated by the public that utilize the various services provided by DSEM.

Analysis:

The Department's Building Plans Review and Inspection Division is an enterprise operation funded through the collection of building permit application review and associated inspection fees. The Division's operating budget during the economic downturn was maintained as an enterprise account through the elimination of positions and the utilization of the Division's unappropriated fund balance that had been accumulated prior to the downturn.

Within the past year, the workload for the department has leveled off and returned to historical levels. Additionally, during this time, the department expanded the ProjectDox electronic submittal process to include single-family building plan applications with plans to phase in the ability to accept electronic submittals for all types of building permitting applications. During the LEADS Listening Sessions recently completed by the department's four divisions, a common recommendation was noted by the participants during the sessions: the Department should explore every opportunity to enhance its online presence, and accelerate the implementation of electronic submittals utilizing ProjectDox to include all types of building permit applications.

To fully recognize this customer service enhancement afforded through the electronic application submittal process, the Records Manager, as a service to the customer, coordinates the scanning of all oversized paper building plans submitted for review. It is anticipated this service will be required until applicants become familiar with the electronic submittal process. Furthermore, with the planned accelerated implementation of electronic submittals to include all types of building permit applications, the demand for document scanning is expected to substantially increase. However, it is anticipated customer service demand will level off and potentially decrease over time as applicants become familiar with ProjectDox and choose to remotely scan and upload their applications and supporting documents. In addition to day-to-day records management responsibilities and document scanning associated with ProjectDox implementation, the Records Manager also coordinates and maintains the uploading of electronically submitted files to AppXtender, the County's cloud-based records retrieval database.

Therefore, due to the increase in workload as a result of an upturn in the development and construction industries, and the desire to accelerate the implementation of ProjectDox to all types of building permit applications, an OPS Records Technician position is requested for the remainder of the current fiscal year. The limited time OPS position will primarily assist with the increase in customer service demands anticipated from the expansion of electronically submitted applications to include all types of building permit applications. The requested position would be fully funded for the remainder of the current fiscal year from the associated increase in building permit fee revenue without the use of current fund balance or general revenue funds.

While the recently implemented electronic submittal of single-family building permit applications has resulted in an increase in the Records Manager position job duties requiring the need for additional staff in that work area, associated cost savings have been realized by this expansion of the electronic submittal process. Electronically submitted plans will not require folders and associated labels, which in turn will reduce the staff demand associated with prepping folders to be scanned for uploading to AppXtender. The reduction in project folders will reduce the need for off-site storage, which will result in long-term cost savings to the County. In addition, electronically submitted files will expedite the public records request process by allowing the Records Manager to download the requested materials/files and either email or, if too large, save to the County's cloud-based records retrieval database for customer access. This will also result in a long-term cost savings to the County.

Therefore, based on the department's current workload levels, the associated increase in fee collections, and to fully implement the ProjectDox electronic submittal and review process for building permit applications, staff is requesting Board approval to establish an OPS Records Technician position for the remainder of the current fiscal year. If approved, the position would be funded entirely by the Building Plans Review and Inspection fee revenue and would not impact the County's general revenue funds. The Office of Management and Budget has prepared a proposed Budget Amendment Request.

Options:

1. Approve the proposed establishment of an OPS Records Technician position at the Department of Development Support and Environmental Management for the remainder of the fiscal year, and approve the Resolution and associated Budget Amendment Request (Attachment #1).
2. Do not approve the proposed establishment of an OPS Records Technician position at the Department of Development Support and Environmental Management for the remainder of the fiscal year.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Resolution and Budget Amendment Request

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 11th day of March, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court and Comptroller
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: BAB14018
Date: 2/25/2014

Agenda Item No: _____
Agenda Item Date: 3/11/2014

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
120	000	322000	000	Building Permits	1,188,450	20,820	1,209,270
Subtotal:						20,820	-

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
120	220	51250	524	Other Personnel Services Salaries	-	12,163	12,163
120	220	52100	524	FICA Taxes	59,350	931	60,281
120	220	52200	524	Retirement Contribution	52,336	845	53,181
120	220	52300	524	Life & Health Insurance	133,652	6,827	140,479
120	220	52400	524	Workers Compensation	8,799	54	8,853
Subtotal:						20,820	

Purpose of Request:

This budget amendment appropriates \$20,820 from the Building Plans Review and Inspection fee revenue to support an OPS Records Technician position at the Department of Development Support and Environmental Management for the remainder of FY14. This need is due to increased department workload levels and demands to fully implement the ProjectDox electronic submittal and review process for building permit applications.

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 #6

Leon County Board of County Commissioners

Cover Sheet for Agenda #6

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Declaration of Covenants and Restrictions from Leon County Public Works for Miccosukee Community Park Project for Recording in the Public Records

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development David McDevitt, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E. Environmental Services Director Michael Hogan, Senior Stormwater Design Analyst

Fiscal Impact:

This item does have a minimal fiscal impact to the County and would be dealt with in the Parks and Recreation operating budget. The County will be responsible for long-term management of the conservation area, consistent with the management plan and the environmental management permit. The management is primarily for control of invasive exotic plants.

Staff Recommendation:

Option #1: Approve and accept for recording the Declaration of Covenants and Restrictions from Leon County Public Works for Miccosukee Community Park Project (Attachment #1).

Report and Discussion

Background:

Public Works is in the process of adding a baseball field and providing other improvements within the Miccosukee Community Park. The property is leased from the Leon County School Board (LCSB), and the LCSB would not agree to grant a conservation easement for the required natural area. Adjacent property, owned by the County, had to be used for the required area. The grantor is preserving natural areas consistent with requirements and conditions of the Environmental Management Act. The conservation area is required as part of the Environmental Management Permit process.

The area to be designated on the site plan and construction plans as conservation area will be preserved through the Declaration of Covenants and Restrictions. Miccosukee Community Park is located on Cromartie Road, near the intersection of Veterans Memorial Drive and Cromartie Road (Attachment #2). The area preserved totals 2.42 acres.

Analysis:

The proposed Declaration of Covenants and Restrictions places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Declaration of Covenants and Restrictions will require County approval. The proposed Declaration does require the County to maintain the conservation area, in accordance with the environmental management permit and conservation area management plan. Control of invasive exotic plants is required to be compliant with current management plan requirements.

Options:

1. Approve and accept for recording the Declaration of Covenants and Restrictions from Leon County Public Works for the Miccosukee Community Park project (Attachment #1).
2. Do not approve and do not accept for recording the Declaration of Covenants and Restrictions from Leon County Public Works for the Miccosukee Community Park project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Declaration of Covenants and Restrictions
2. Location Map

This document was prepared by:
Herbert W.A. Thiele, County Attorney
Leon County Attorney's Office
301 South Monroe Street, Room 202
Tallahassee, Florida 32301

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made and executed on this _____ day of _____, 20____, by Leon County, Florida, a political subdivision of the State of Florida, whose address is 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS the Declarant is developing a parcel of property adjacent to the property described in Exhibit A, attached hereto (the "Property"); and,

WHEREAS, the Declarant desires to establish a conservation area on the Property, as indicated on Exhibit A; and

WHEREAS, the Declarant desires to impose upon the conservation area certain covenants and restrictions.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions which shall run with the Property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

Declarant hereby establishes a perpetual Conservation Area, which shall be maintained in like fashion to conservation easements in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A," which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this conservation area:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation, except for invasive exotic vegetation.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit "B", which also addresses other conditions of this easement. Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

It is understood that Leon County shall be entitled to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this declaration.

IN WITNESS WHEREOF, Leon County, Florida, 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.

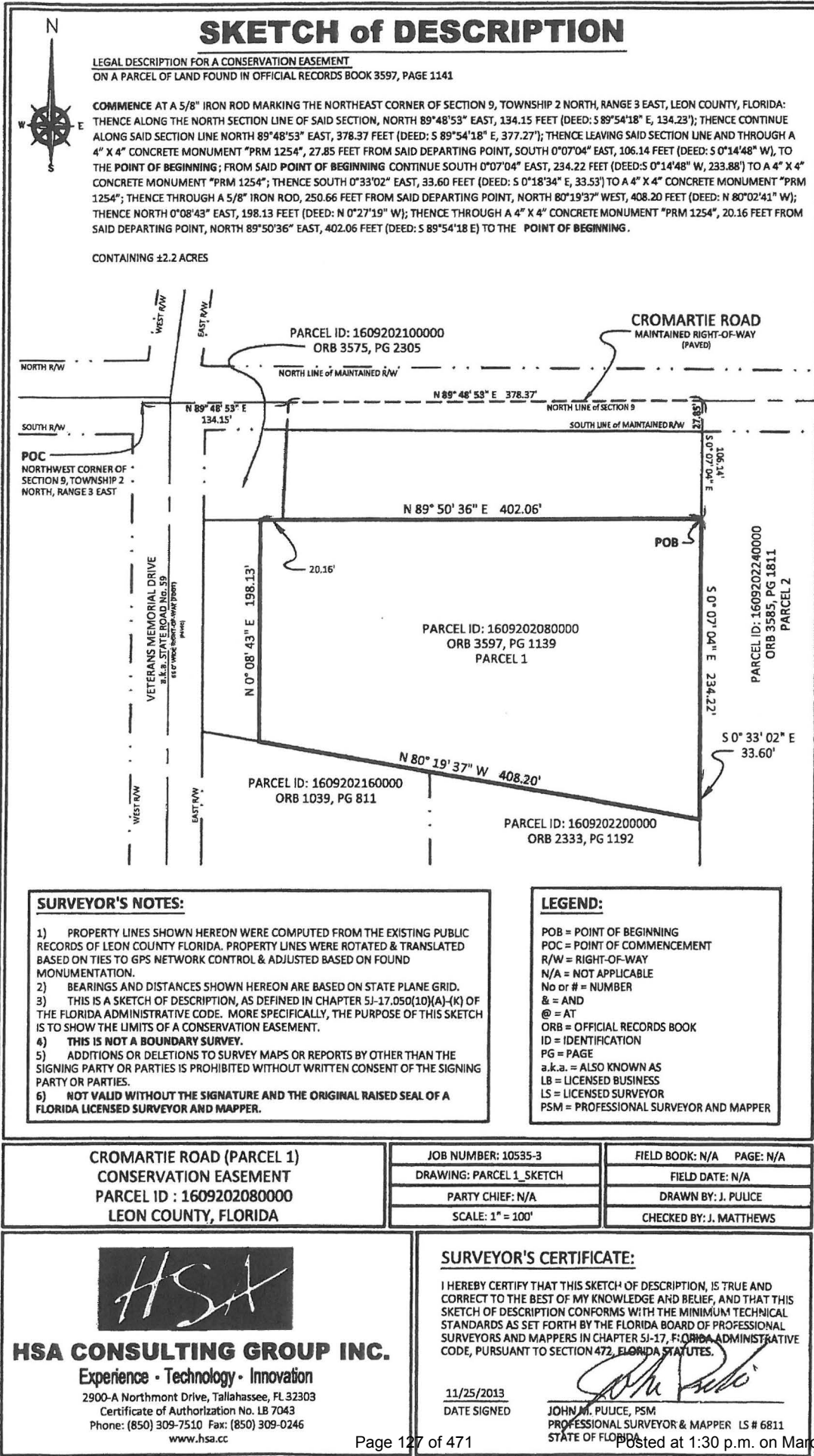
LEON COUNTY, FLORIDA

BY: _____
KRISTIN DOZIER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST: BOB INZER, CLERK
LEON COUNTY, FLORIDA

BY: _____
CLERK
APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY



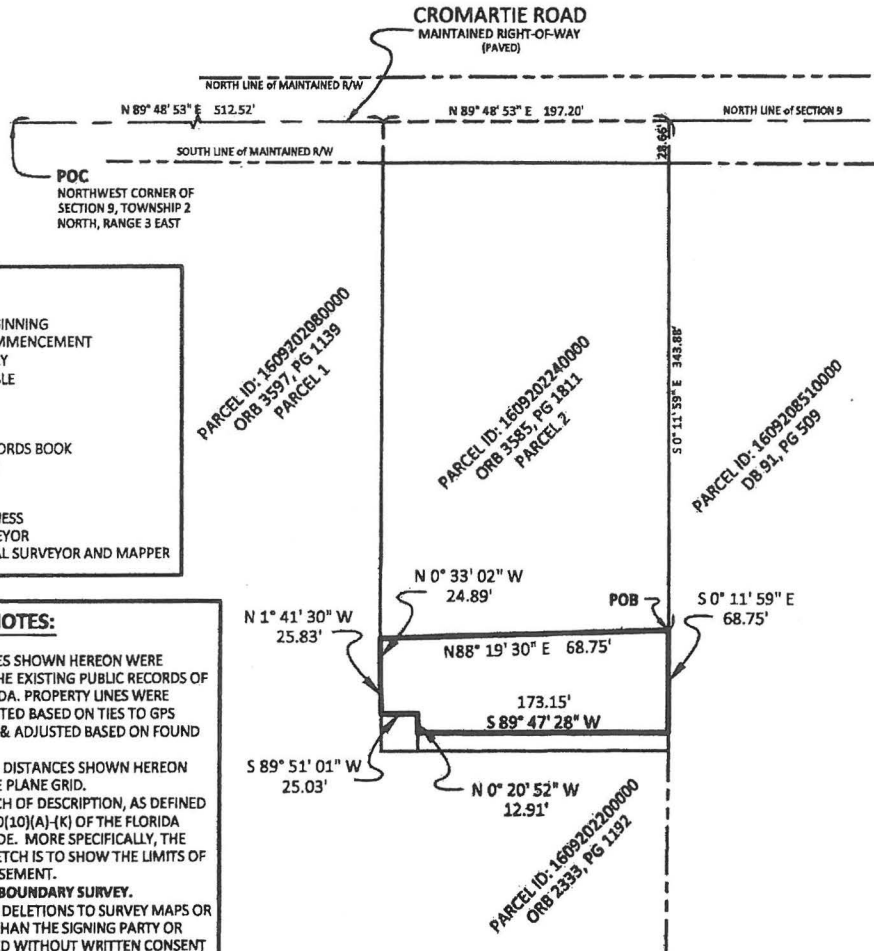
SKETCH of DESCRIPTION

LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT
ON A PARCEL OF LAND FOUND IN OFFICIAL RECORDS BOOK 3585, PAGE 1811



COMMENCE AT A 5/8" IRON ROD MARKING THE NORTH EAST CORNER OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 3 EAST, LEON COUNTY, FLORIDA; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION, NORTH 89°48'53" EAST, 512.52 FEET (DEED: EAST, 7 CHAINS, 3 RODS); THENCE CONTINUE ALONG SAID SECTION LINE NORTH 89°48'53" EAST, 197.20 FEET (DEED: EAST, 3 CHAINS); THENCE LEAVING SAID SECTION LINE AND THROUGH A 5/8" IRON ROD AND CAP "LB 7043", 28.66 FEET FROM SAID DEPARTING POINT, SOUTH 0°11'59" EAST, 343.88 FEET (DEED: SOUTH, 5 CHAINS, 20.65 LINKS), TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE SOUTH 0°11'59" EAST, 68.75 FEET (DEED: SOUTH, 1 CHAIN, 4.17 LINKS) TO A 5/8" IRON ROD AND CAP "LB 7043"; THENCE SOUTH 89°47'28" WEST, 173.15 FEET (DEED: WEST, 2 CHAINS, 2 RODS 12.12 LINKS) TO A 5/8" IRON ROD AND CAP "LB 7043"; THENCE NORTH 0°20'52" WEST, 12.91 FEET (DEED: NORTH, 13.00 FEET) TO A 5/8" IRON ROD AND CAP "LEON COUNTY"; THENCE SOUTH 89°51'00" WEST, 25.03 FEET (DEED: WEST, 25.00 FEET) TO A 5/8" IRON ROD AND CAP "LEON COUNTY"; THENCE NORTH 1°41'30" WEST, 25.83 FEET (DEED: NORTH, 1 ROD, 14.14 LINKS) TO 4" X 4" CONCRETE MONUMENT "PRM 1254"; THENCE NORTH 0°33'02" WEST, 24.89 FEET (DEED: NORTH, 1 ROD, 12.71 LINKS) TO A POINT; THENCE NORTH 88°19'30" EAST, 199.10 FEET (DEED: EAST, 3 CHAINS) TO THE POINT OF BEGINNING.

CONTAINING ±0.3 ACRES



LEGEND:

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- N/A = NOT APPLICABLE
- No or # = NUMBER
- & = AND
- @ = AT
- ORB = OFFICIAL RECORDS BOOK
- ID = IDENTIFICATION
- PG = PAGE
- DB = DEED BOOK
- LB = LICENSED BUSINESS
- LS = LICENSED SURVEYOR
- PSM = PROFESSIONAL SURVEYOR AND MAPPER

SURVEYOR'S NOTES:

- 1) PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF LEON COUNTY FLORIDA. PROPERTY LINES WERE ROTATED & TRANSLATED BASED ON TIES TO GPS NETWORK CONTROL & ADJUSTED BASED ON FOUND MONUMENTATION.
- 2) BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON STATE PLANE GRID.
- 3) THIS IS A SKETCH OF DESCRIPTION, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE. MORE SPECIFICALLY, THE PURPOSE OF THIS SKETCH IS TO SHOW THE LIMITS OF A CONSERVATION EASEMENT.
- 4) **THIS IS NOT A BOUNDARY SURVEY.**
- 5) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6) **NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.**

CROMARTIE ROAD (PARCEL 2)
CONSERVATION EASEMENT
PARCEL ID : 1609202240000
LEON COUNTY, FLORIDA

JOB NUMBER: 10535-3

FIELD BOOK: N/A PAGE: N/A

DRAWING: PARCEL 2_SKETCH

FIELD DATE: N/A

PARTY CHIEF: N/A

DRAWN BY: J. POLICE

SCALE: 1" = 100'

CHECKED BY: J. MATTHEWS



HSA CONSULTING GROUP INC.

Experience · Technology · Innovation

2900-A Northmont Drive, Tallahassee, FL 32303

Certificate of Authorization No. LB 7043

Phone: (850) 309-7510 Fax: (850) 309-0246

www.hsa.cc

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SKETCH OF DESCRIPTION CONFORMS WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

11/22/2013

DATE SIGNED

JOHN M. POLICE, PSM
PROFESSIONAL SURVEYOR & MAPPER LS # 6811
STATE OF FLORIDA

EXHIBIT "B"

CONSERVATION AREA MANAGEMENT PLAN For the Miccosukee Community Park Parcel ID# 16-09-20-208-000-0 and 16-09-20-224-000-0 LEM 13-00079

The purpose of this plan is to provide techniques and guidelines for controlling invasive exotic plants in the Conservation Area, while maintaining and allowing establishment of additional native vegetation. The goal is to reduce the cover of invasive exotic plants to 1% or less. Invasive exotic species are those which are identified on Leon County's List of Invasive Exotic Plants. Other techniques or variations of those described below may be used effectively; however, they must first be approved by the Leon County Department of Development Support and Environmental Management (DSEM).

The site is currently (December 2013) forested with an open canopy of sweetgum (*Liquidambar styraciflua*), water oak (*Quercus nigra*), southern magnolia (*Magnolia grandifolia*), and camphor tree (*Cinnamomum camphora*) with an understory of cherry laurel (*Prunus caroliniana*), elderberry (*Sambucus nigra* subs. *canadensis*), and beautyberry (*Callicarpa americana*). Invasive exotics present include coral ardisia (*Ardisia crenata*), Chinese privet (*Ligustrum sinense*), and golden bamboo (*Phyllostachys aurea*).

Control of Invasive Exotic Plant Species

- 1) Small plants may be pulled from the ground by hand, and to prevent reestablishment must be securely bagged and properly disposed of as yard waste.
- 2) For larger plants that aren't easily pulled by hand or for extensive infestations, all fruiting parts may be clipped from the plants until the entire plant can be controlled at a later date. To prevent further spread the clipped materials must be securely bagged and properly disposed of as yard waste
- 3) Remaining invasive plants may be cut/dug out of the ground using hand tools (shovel, weed wrench, etc.), being sure to remove all or most of the roots. Soils disturbed by digging must be leveled with hand tools and covered with mulch. Dug plant materials must be securely bagged and properly disposed of as yard waste.
- 4) Invasive plants which are difficult to control/remove using the methods described above may be treated with an herbicide designed for such purposes and must be used in accordance with the manufacturer's directions. Leon County IFAS Extension should be contacted with questions regarding the specific types of herbicides to use and appropriate methods of treatment.
- 5) Invasive exotic plant control takes repeated efforts due to remaining root fragments, seeds present in the soil, etc. Additionally, new invasive species may occur on the site, particularly during the period between invasive species control and establishment of native species. Frequent monitoring and repeated control efforts over several years may be necessary to reach the goal specified above.

Nuisance Vegetation

Other nuisance vegetation may be controlled with hand tools, or treated if necessary with an appropriate herbicide after approval by DSEM. Nuisance species are recognized as catbriar (*Smilax* spp.), grapevine (*Vitis* spp.), blackberry (*Rubus* spp.), Virginia creeper (*Parthenocissus quinquefolia*), trumpet vine (*Campsis radicans*), and poison ivy (*Toxicodendron* spp.). Nuisance species are those which significantly affect the growth of other native vegetation, or prevent low-impact passive recreational use of the Conservation Area such as hiking and nature study.

Special Activities

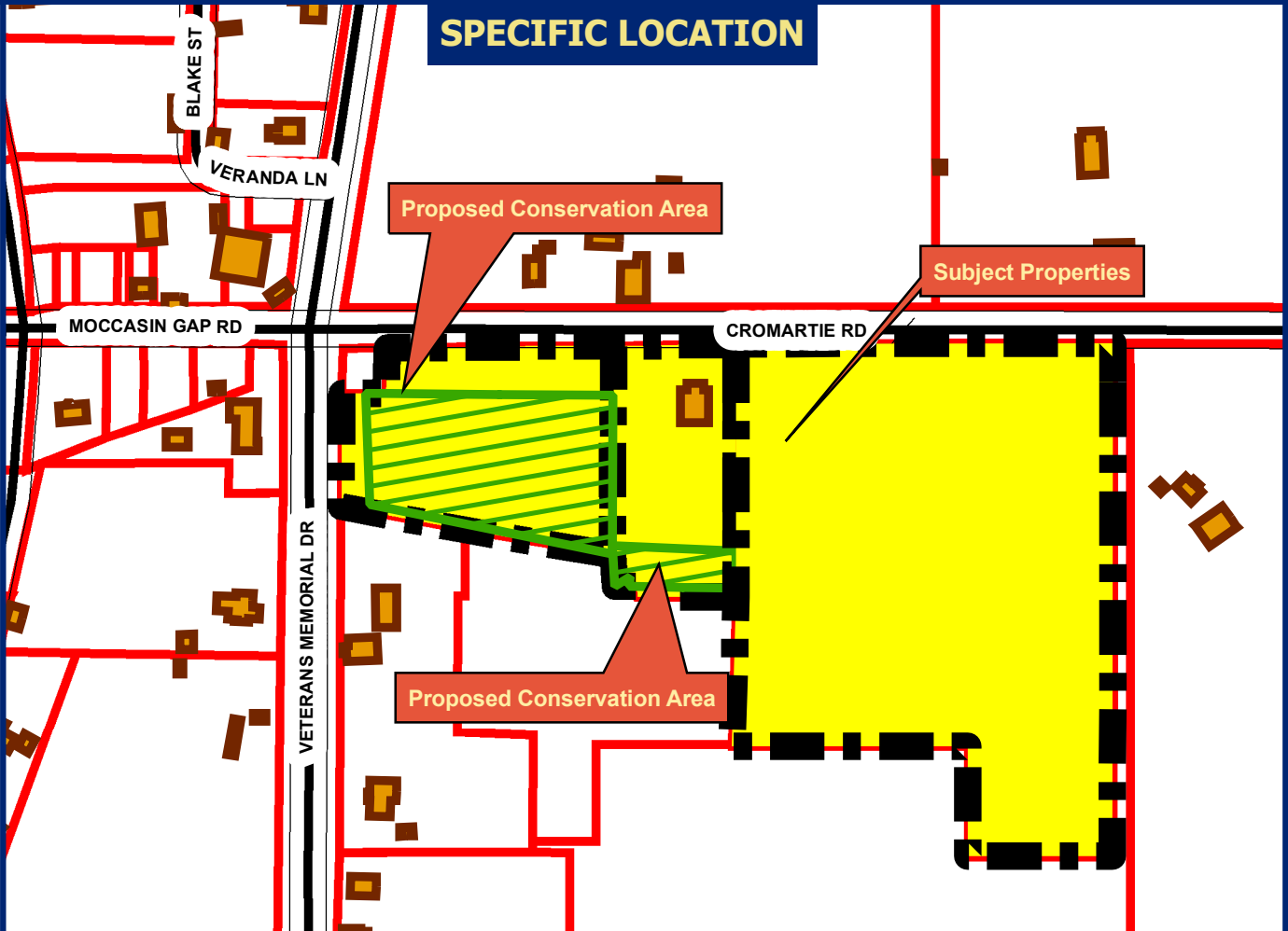
A recreational pathway will be allowed within the easement after DSEM approval. The disturbed area for the pathway will be restricted to 3-ft width and must be stabilized (maintained) with mulch or equivalent.

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
PROPOSED CONSERVATION EASEMENT MAP

Attachment: 2

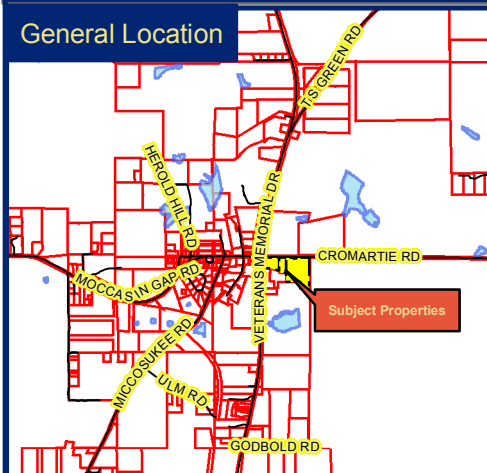
Page: 1 of 1

SPECIFIC LOCATION

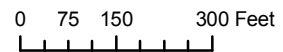


Miccosukee Community Park Project





General Location



1 inch = 300 Feet



Legend

-  Proposed Conservation Area
-  Buildings
-  Subject Property
-  Parcels



Tallahassee-Leon County GIS
www.tlccgis.org

Note: 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.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Capital Region Young Men's Christian Association, Inc. Lease Modification

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director of Public Works & Community Development Tom Brantley, P.E., Director of Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager

Fiscal Impact:

This item has a fiscal impact. The Capital Region Young Men's Christian Association, Inc. (YMCA) has requested forgiveness of all past due rent from 2013 in the amount of \$26,007. In consideration for the rent forgiveness, the YMCA has agreed to the increase of the base rent amount paid, based on a schedule of increases in membership at this location.

Staff Recommendation:

- Option #1: Approve the modifications to the Capital Region Young Men's Christian Association, Inc. Lease.
- Option #2: Authorize the County Administrator to execute an amendment to the Capital Region Young Men's Christian Association, Inc. Lease, in a form approved by the County Attorney.

Report and Discussion

Background:

The YMCA is currently a tenant in the Lake Jackson Town Center at Huntington. On July 3, 2012, Leon County executed a new Lease Agreement with the YMCA for 8,100 square feet of net rentable space located at the Lake Jackson Town Center at Huntington. This Lease provides a full-service rental rate at \$5,231 per month (\$7.75 psf or \$62,775 annually). The base rental rate of \$4.25 per square foot (which is 60% below-market), plus an operating expense rate of \$3.50 per square foot, comprises the Year-1 rent schedule. This Lease is for a three-year initial period, with two continuation periods of three years each, for a total potential lease term of 9 years.

The YMCA failed to meet their rent payment obligations from August 2012 through April 2013. Beginning in April 2013, partial payments (50% of total rent due) were made through September 2013. The YMCA started making payments for the full rent amount, as required by the Lease in October 2013. The total amount of unpaid rent due from past non-payments in 2012 and 2013 is \$62,626.

During the regular Board meeting on September 10, 2013, an agenda item was brought before the Board, and the Board took the following action:

- authorized the Lease Agreement with the YMCA at Lake Jackson Town Center at Huntington be converted to a month-to-month lease;
- authorized the marketing of the space during this time; and,
- authorized that, in exchange for the month-to-month and voluntarily surrendering possession of the premises, any past due rental payments would be forgiven.

As of February 25, 2014, no inquiries have been made about the space for lease.

Analysis:

Since October 2013, the YMCA has expressed interest in staying in the shopping center. The YMCA is forecasting positive financial stability in the near future and has a desire to renovate the interiors of the current space and upgrade the exercise equipment to attract more members to this location. In order to make the improvements to the interiors, the YMCA must obtain financing to fund the improvements. In January 2014, the CEO of the YMCA approached County Administration about forgiveness of past due rent in order to obtain additional financing to fund the interior renovations to the space. On February 19, 2014, the Deputy County Administrator received a request from the YMCA with the following terms:

- Partial past due rent forgiveness of all past due rent from 2013 in the amount of \$26,007
- In consideration for the partial rent forgiveness, the YMCA will agree to increase the base rent paid for the space upon reaching certain membership tiers.
 - Upon reaching 900 members, the base rent amount will increase by \$0.25 per SF to \$8.00 per SF,
 - Upon reaching 1,100 members, rent will increase an additional \$0.25 per SF to \$8.25 per SF.

If membership gains meet projections, then the YMCA would be open to renegotiation of the Lease upon the maturity of the current Lease agreement at the end of the initial lease period of three years. The YMCA currently has approximately 750 members at this location.

The YMCA has been making payments for the full rent amount required by the lease agreement since October 2013. The request for the partial rent forgiveness in consideration for the new increased rent schedule is supported by staff, with the current Lease Agreement, as modified, to remain in place. The YMCA is currently on a month to month lease as approved by the Board during its September 10, 2014 meeting and the past due rent from 2012 will remain as part of the lease agreement to be forgiven if a new tenant is found for the space willing to pay market rent. If approved by the Board, the lease will be modified to include the terms for the new rent rate increases as proposed by the YMCA.

Options:

1. Approve the modifications to the Capital Region Young Men's Christian Association, Inc. Lease.
2. Authorize the County Administrator to execute an amendment to the Capital Region Young Men's Christian Association, Inc. Lease, in a form approved by the County Attorney.
3. Do not approve the modification of the Capital Region Young Men's Christian Association, Inc. Lease, and continue with the existing lease.
4. Board direction.

Recommendation:

Options #1 and #2

Attachments:

1. Current Capital Region YMCA Lease
2. Agenda Item from the September 10, 2013

VSL/AR/TP/TB/gs

**LAKE JACKSON TOWN CENTER AT HUNTINGTON
LEASE AGREEMENT**

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**, ("Landlord") and **CAPITAL REGION YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida not-for-profit corporation** ("Tenant"), whose mailing address is 2001 Apalachee Parkway, Tallahassee, FL 32301, Attn: Ray Purvis, President/CEO.

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain lease agreement dated July 3, 2012 (the "2012 Lease"), whereby Tenant leased from Landlord the Premises as defined in the 2012 Lease at Section 1.2.1.2; and

WHEREAS, Tenant has failed to timely deliver several payment of rent as required in the 2012 Lease and, as such, accumulated a substantial amount of past due rent arrearages; and

WHEREAS, in lieu of eviction proceedings, Landlord and Tenant have agreed to the modified terms and conditions for the lease of the Premises as set forth in this Lease, which shall, as of the Effective Date of this Lease, supersede and terminate the 2012 Lease in its entirety.

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. **EFFECTIVE DATE; TERMINATION OF 2012 LEASE.** The effective date of this Lease shall be the date upon which the last of the parties executes the Lease (the "Effective Date"). As of the Effective Date, the 2012 Lease shall be terminated and be of no further force and effect, and shall be superseded in its entirety by this Lease.

1.2. **PREMISES.**

1.2.1. **Definitions.** For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

1.2.1.1. "Town Center" means the single-story retail center known as Lake Jackson Town Center at Huntington, and its appurtenances located at 3840 North Monroe Street, Tallahassee, Leon County, Florida 32303 which contains approximately 69,262 square feet of Net Rentable Area. Town Center is situated on the real property described in Exhibit "A".

1.2.1.2. "Premises" means collectively all those portions of Town Center occupied exclusively by Tenant and depicted on Exhibit "B" attached hereto as the shaded area designated as Suite 400.

1.2.1.3. "Common Areas" means the areas in Town Center designated by Landlord, from time to time, for use in common by all tenants of Town Center including, but not limited to, the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

1.2.1.4. "Net Rentable Area" means the 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, or to the mid-point of the demising walls separating the Premises from Common Areas (as defined herein) and from areas leased to, or held for lease to, other tenants.

1.2.2. 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 Eight Thousand One Hundred (8,100) 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.

1.3. **PROPERTY MANAGER.** As of the Effective Date of this Lease, the management services for Town Center 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.

1.4. **COMMON AREAS.** Tenant and its employees and customers shall have the nonexclusive right during the Term of this Lease to use the Common Areas.

1.5. **LEASE TERM.** The term of this Lease (the "Term") shall be for twenty (20) months, subject to the month-to-month termination option set forth in Section 1.6 below. The Term shall commence on October 1, 2013 (the "Commencement Date").

1.6. **MONTH-TO-MONTH TERMINATION OPTION.** Either Landlord or Tenant may at any time during the Term exercise the option, with no penalty or fee, to terminate the Lease effective as of the end of any month of the Term ("Month-to-Month Termination Option") subject to the satisfaction of the following condition:

1.6.1. the party exercising the Month-to-Month Termination Option shall deliver to the other party, no later than fifteen (15) days prior to the end of any month, written notification of its intention to exercise its Month-to-Month Termination Option and the date on which it proposes for the Lease to terminate ("Early Termination Date"); and

1.6.2. Tenant shall, no later than thirty (30) days after the Early Termination Date, surrender the Premises to Landlord in accordance with the applicable terms and conditions of this Lease including, but not limited to, Sections 5.11 and 9.3 below.

1.7. **ACCEPTANCE OF PREMISES; DATE OF POSSESSION.** Landlord and Tenant acknowledge and agree that, as of the Effective Date of this Lease, Tenant is in possession of the Premises pursuant to the 2012 Lease, which commenced with Tenant in

possession of the Premises pursuant to the Standard Commercial Lease Agreement dated July 6, 2006 between Tenant and Landlord's predecessor in interest, Town Center, Inc. (the "2006 Lease"). As such, Tenant has had the 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 Permitted Use as specified in Section 4.1 below. With regard to any reference in this Lease to Tenant's date of possession of the Premises, such date of possession shall be deemed to be Tenant's original date of possession pursuant to the 2006 Lease.

1.8. PAST RENT ARREARAGES; CARRYOVER AND FORGIVENESS. Landlord and Tenant acknowledge and agree:

1.8.1. that Tenant accumulated a substantial amount of past due rent arrearages during the Term of 2012 Lease which arrearages, as of the Effective Date of this Lease, totaled **Sixty-Two Thousand Seven Hundred Eighty-Seven and 00/100 Dollars (\$62,787.00)** including, but not limited to, payments for base rent, operating expenses, late fees, and principal and interest due Landlord;

1.8.2. that the Tenant Arrearages shall survive the termination of the 2012 Lease and carryover as rent arrearages due and payable by Tenant under this Lease, and that the Tenant Arrearages shall continue to accrue interest in accordance with Section 2.7 below

1.8.3. that, upon the expiration or early termination of this Lease, the Tenant Arrearages shall be cancelled and forgiven as if paid by Tenant in full, and Landlord's written release of any claims for the Tenant Arrearages shall be delivered to Tenant no later than ten (10) Business Days thereafter; provided, however, that Tenant's entitlement to such cancellation and forgiveness of the Tenant Arrearages shall be subject to Tenant's satisfaction of each and every of the terms and conditions of this Lease including, but not limited to, Tenant's obligations regarding the condition of the Premises upon surrender to Landlord as set forth in Sections 5.11 and 9.3 below.

1.9. CONTINUATION OF TERM. This Section has been intentionally omitted.

Article 2.

Full Service Rent; Additional Rent; Attainment of Membership Goals.

2.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

2.1.1. "Base Rent" means the rent amount payable 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.

2.1.2. "Full Service Rent" means the rent amount payable 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.

2.1.3. "Annualized Base Rental Rate" means the amount of Base Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.4. "Annualized Full Service Rental Rate" means the amount of Full Service Rent calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.5. "Annualized Operating Expenses Rate" means the amount of Operating Expenses, as defined in Section 3.2 below, calculated on an annual basis per square foot of Net Rentable Area in the Premises.

2.1.6. "Monthly Full Service Rent Amount" means the proposed amount of Full Service Rent on a monthly basis, calculated by multiplying the Annualized Full Service Rental Rate by the total amount of Net Rentable Area in the Premises and dividing that number by twelve.

2.1.7. "Building Standard" means the standard expected in good quality retail space in the local Tallahassee market.

2.1.8. "Building Standard Condition" means the condition of the Premises, less normal wear and tear, as good quality retail space within competing retail 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.

2.1.9. "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.

2.1.10. "Holiday," as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the Leon County 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. MONTHLY FULL SERVICE RENT. Tenant agrees to pay a Monthly Full Service Rent Amount on the twenty-fifth (25th) day of each month of the Term in accordance with the following schedule:

2.2.1. For each month of the Term, the Monthly Full Service Rent Amount shall be Five Thousand Three Hundred Seventeen and 31/100 (\$5,317.31) based on an Annualized Full Service Rental Rate of \$7.88 per square foot which, Landlord and Tenant acknowledge and agree, comprises the following allocation:

2.2.1.1. An Annualized Base Rental Rate of \$4.38 per square foot; and

2.2.1.2. An Annualized Operating Expenses Rate of \$3.50 per square foot.

2.3. SALES AND USE TAX. Together with the Monthly Full Service 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 Monthly Full Service 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 Monthly Full Service Rent and Sales and Use Tax.

2.5. ADDITIONAL RENT FOR ATTAINING MEMBERSHIP GOAL. This Section has been intentionally omitted.

2.6. PAYMENT OF RENT. The terms Monthly Full Service Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent." Each monthly installment of Rent shall be made payable to Landlord and be delivered on the twenty-fifth (25th) day of each month of the Term, 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. Provided however, if the Commencement Date should be a date other than the first day of a calendar month, then the first installment of Monthly Full Service Rent shall be prorated by multiplying the regular monthly installment of Full Service Rent by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the denominator of which is the total number of days in the calendar month in which the Commencement Date occurs.

2.7. LATE CHARGES. If any Monthly Full Service Rent Amount payment or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment (and remains unpaid upon five (5) days written notice), 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; Full Service Lease.

3.1. FULL SERVICE LEASE. This is a “Full Service Lease” which means that Full Service 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 Full Service Rent and Sales and Use Tax, 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 be responsible for paying as Additional Rent any amount of Property Taxes that may become due and payable as provided in Section 3.3 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 Town Center on the Commencement Date) and administration of Town Center, 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 Town Center, 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 3.3 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. electricity, water, sewer, gas, window washing on exterior surfaces of windows, janitorial services for the Premises and Common Areas, and trash and debris collection for Common Areas only;

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, Common Areas or Town Center; and

3.2.7. dues and assessments under any applicable deed restrictions or declarations of covenants and restrictions.

3.3. **PROPERTY TAXES.** Landlord acknowledges and represents that Landlord is immune from taxation and, therefore, that Town Center 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 Town Center to an entity which is not immune or exempt from taxation and such Property Taxes are thereafter assessed against Town Center, 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

4.1. **PERMITTED USES.** Landlord and Tenant acknowledge and agree that the use the Premises shall be limited to use as a Not-For-Profit Fitness Club and Community Center (the “Permitted Use”), unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord’s sole discretion. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose. For purposes of this Lease, the term “Not-For-Profit Fitness Club and Community Center” shall mean a not-for-profit service organization committed to strengthening the community through youth development, healthy living, and social responsibility by offering the following programs and activities:

4.1.1. Youth Development. For youth development, the permitted programs and activities may include:

- 4.1.1.1. holiday day camp; summer day camp;
- 4.1.1.2. youth sports including soccer, basketball, flag football, cheerleading, T-ball, and coach pitch;
- 4.1.1.3. swimming lessons including group classes, private lessons, and semiprivate lessons;
- 4.1.1.4. junior life guards; swim team; youth in government; leaders and teen club; parent’s night out; kid zone; and teens in training.

4.1.2. Healthy Living. For healthy living, the permitted programs and activities may include:

- 4.1.2.1. personal training; fitness assessment; fitness orientations;
- 4.1.2.2. group exercise including yoga, pilates, boot camp, spinning, and zumba;
- 4.1.2.3. cardio machines; treadmills; free weights; circuit training; sauna; active older adults; silver sneakers; trick or trot; and lunch and learns.

4.1.3. Social Responsibility. For social responsibility, the permitted programs and activities may include:

4.1.3.1. conference facility; birthday rentals; active older adults; silver sneakers; book club; community gathering locations; CPR/AED/first aid certifications; community garden; scholarships; senior potlucks; Peace Corps donation center; community partner; Whole Child Leon; ACHIEVE grant; COPE Initiative; Healthy Kids Day; volunteer opportunities; and corporate wellness.

4.2. TENANT'S EXCLUSIVITY OF USES. This Section has been intentionally omitted.

4.3. COMPLIANCE WITH LAWS.

4.3.1. LANDLORD'S COMPLIANCE. During the Term, Landlord shall be responsible for making any modifications to Town Center, excluding the Premises, or its appurtenances, excluding the Premises, but including the Common Areas, required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over Town Center, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"). Any modifications to Town Center made by Landlord pursuant to the provisions of this paragraph shall be at Landlord's expense.

4.3.2. TENANT'S COMPLIANCE. Subject to Landlord's obligations set forth in Section 4.3.1 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. 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.

4.4. SIGNS. Tenant shall not place any signs on the Premises or Town Center except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Tenant, at its sole cost and expense and shall be in compliance with the criteria established by Landlord in Exhibit "C" hereof and all Applicable Laws. Tenant acknowledges that Landlord will be modifying the existing pylon sign located on North Monroe Street in the near future and, as such, that the criteria established herein for signs may be modified in the Landlord's sole discretion. Tenant shall be responsible to Landlord for the installation, use, or maintenance of all signs and any damage caused thereby. Tenant, at its sole cost, shall be permitted to place one sign on the existing pylon sign located on North Monroe Street subject to Landlord's approval as to size, design and location. Tenant agrees to remove all 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 Landlord's modifications to the existing pylon sign located on North Monroe Street,

4.5. **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 Town Center, 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 Town Center 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.

4.6. **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.

4.7. **TENANT RELOCATION.** This Section has been intentionally omitted.

4.8. **PARKING.** Tenant shall have the right, in common with other tenants at Town Center, to use the parking lot on a non-exclusive basis. All motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, 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.

4.9. **RULES AND REGULATIONS.** Except as otherwise provided in Article 14 below, Tenant shall observe all rules and regulations established by Landlord from time to time for Town Center. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "D." 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 Town Center 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.

4.10. **NO CONTINUOUS OCCUPANCY.** Notwithstanding anything contained in this Lease to the contrary, so long as Tenant pays the Full Service Rent and any Additional Rent in accordance with this Lease, Tenant shall not be required to continuously occupy the Premises and

conduct Tenant's business within the Premises, and the failure of Tenant to occupy and conduct its business in the Premises shall not be considered an event of default under this Lease; provided, however, that the Premises is at all times cleaned and maintained to Building Standard Condition.

Article 5.
Leasehold Improvements.

5.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

5.1.1. "Leasehold Improvements" means any construction work undertaken in the Premises whether considered either Tenant Improvements or Tenant Alterations.

5.1.2. "Tenant Improvements" means any construction work in the Premises under the coordination of Property Manager to be undertaken, prior to the Commencement Date of this Lease, by Property Manager's contractor, to be paid in whole or in part by Landlord, and planned for completion before Tenant's initial occupancy.

5.1.3. "Tenant Alterations" 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.

5.1.4. "Remodeling and Reconditioning" shall mean any Tenant Alterations 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 Town Center: (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.

5.2. PAYMENT RESPONSIBILITY. The responsibility for payment of any Leasehold Improvements shall be as follows:

5.2.1. TENANT IMPROVEMENTS. This paragraph has been intentionally omitted.

5.2.2. TENANT ALTERATIONS. Tenant shall be solely responsible for the payment of any and all costs and expenses incurred in connection with any Tenant Alterations to the Premises, including those costs and expenses associated with the preparation of architectural and engineering plans.

5.3. PRE-CONSTRUCTION OBLIGATIONS EXCEPT FOR REMODELING AND RECONDITIONING.

5.3.1. TENANT SPACE PLAN. If Tenant desires for Leasehold 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 Leasehold 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 Leasehold Improvements contemplated thereby satisfies the following conditions:

5.3.2.1. conforms with or exceeds the standards of Town Center 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 Town Center.

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 Leasehold 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.

5.4.1. FOR TENANT IMPROVEMENTS. This paragraph has been intentionally omitted.

5.4.2. FOR TENANT ALTERATIONS. For any Leasehold Improvements considered to be Tenant Alterations, 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:

5.4.2.1. Tenant's contractor shall conduct its work in such a manner so as not to unreasonably interfere with other tenants, the operations of Town Center, or any other construction occurring on or in the Premises or Town Center;

5.4.2.2. Tenant's contractor shall comply with all rules and regulations relating to construction activities in or on Town Center, as may be reasonably promulgated from time to time and uniformly enforced by Landlord or Property Manager;

5.4.2.3. 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

5.4.2.4. 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 Town Center.

5.4.2.5. 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.

5.4.2.6. 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.

5.4.2.7. 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 other parties 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 Town Center, 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.** This paragraph has been intentionally omitted.

5.10. **AS-BUILT PLANS.** Upon completion of any Tenant Alterations 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 Alterations. 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 Leasehold Improvements performed by either Landlord or Tenant ("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.

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"). 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:

5.11.2.1.1. mirrors and suspended wood flooring attached to the walls and floors, respectively, in the group exercise room;

5.11.2.1.2. mirrors and rubberized floor covering attached to the walls and floors, respectively, in the main exercise area;

5.11.2.1.3. any and all other mirrors attached to walls throughout the Premises, with the exception that any mirrors attached to walls in the rest rooms and locker rooms shall be deemed to be Landlord's property and shall remain;

5.11.2.1.4. all ceiling fans installed throughout the Premises

5.11.2.1.5. all televisions installed throughout the Premises;

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. Town Center 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 Town Center to do and perform such acts in and to Town Center as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of Town Center, including:

5.12.1. Obstruct or close off all or any part of Town Center 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 Town Center or any part thereof;

5.12.4. Construct other buildings, structures or improvements in Town Center 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 Town Center;

5.12.5. Construct multiple deck, elevated or underground parking facilities, and expand, reduce or alter same in any manner whatsoever.

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. 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. **UMBRELLA/EXCESS LIABILITY INSURANCE.** Tenant shall provide umbrella/excess liability insurance coverage, with combined single limits for bodily injury and property damage of no less than \$5,000,000 combined per occurrence and annual aggregate. Tenant's umbrella insurance shall provide excess coverage for employer's liability and general liability, including completed operations and auto liability. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.5. **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.

6.1.6. **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:

6.1.6.1. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;

6.1.6.2. products and completed operations of Tenant;

6.1.6.3. premises owned, occupied, or used by Tenant; or

6.1.6.4. automobiles owned, leased, hired, or borrowed by Tenant.

6.1.7. **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, 6.1.2, and 6.1.4 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.

6.1.8. **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").

6.1.9. OTHER ENDORSEMENTS REQUIREMENTS FOR TENANT'S INSURANCE. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:

6.1.9.1. 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

6.1.9.2. 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 Town Center 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 Town Center, 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 Town Center 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 Town Center 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 Town Center.

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 untenable 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 Town Center 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 Town Center 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 untenantable and Tenant shall be liable to Landlord for the cost of repair and restoration of Town Center 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, Full Service 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 Town Center 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 Town Center shall be governed as follows:

9.1.1. Maintaining Town Center 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 Town Center; the exterior windows, exterior doors, exterior plate glass, and exterior walls of Town Center including those that are contained in the Premises; common plumbing and sewer lines; the HV/AC equipment servicing the Premises regardless of its location; 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. Except as specifically provided to the contrary in Section 9.1 above, Tenant, at its sole cost and expense, shall keep in good order, condition and repair the Premises and every part thereof including, without limiting the generality of the foregoing, all plumbing and sewer lines to the point where they intersect with common lines, electrical and lighting facilities and equipment within the Premises up to and including Tenant's meter and electrical breakers, exclusive of the HV/AC equipment maintained by Landlord pursuant to Section 9.1.2 above, fixtures, 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.

Tenant shall, during the Term of this Lease, provide scheduled monthly heating and air conditioning service and inspections in the form of a preventive maintenance contract with a reputable commercial service contractor.

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 Town Center 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.

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 4.10 above;

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. Except as otherwise provided in this Lease, 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 Full Service 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 Town Center, 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 Town Center, 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 Town Center 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 Town Center, 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 Town Center or installation of Telecommunications Equipment for other tenants of Town Center.

12.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed in the Premises or elsewhere in Town Center 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 Town Center, 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 Town Center 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 Town Center 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 Town Center 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 Town Center, Tenants of Town Center, and Landlord;

12.6.2.4. Landlord shall reasonably determine that there is sufficient space in Town Center 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 Town Center 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 Town Center 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 Town Center, 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 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 Town Center, 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 Town Center, 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 Town Center, causes interference to equipment used by another party 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 other parties, 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 Town Center or the leasehold estate under a ground lease of Town Center 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. Upon the execution of this Lease, Tenant shall remit to Landlord a security deposit in the amount of ZERO and 00/100 DOLLARS (\$0.00) in cash or other form acceptable to Landlord in its sole discretion (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur:

- 13.2.1. the payment in full of all Rent due pursuant to the Lease; and
- 13.2.2. the repair of any and all damage to the Leased Premises;

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 Town Center 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:

Matt Feil, J.D.
215 South Monroe Street Suite 601
Tallahassee, FL 32301

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 Town Center.

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 Town Center 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 Town Center 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. **RIGHT OF FIRST REFUSAL.** At any time during this Lease, Landlord shall notify Tenant in writing of the availability for lease of any space contiguous to the Premises and shall propose rent and other terms and conditions for the lease of such space, except that the term for such space shall be coterminous with the initial Term and any Continuation Periods of this Lease. Tenant shall have five (5) Business Days following the receipt of Landlord's notice to elect in writing to lease such additional space. If Tenant does not so elect to lease such additional space within such time period, Landlord may lease such space to another tenant at a rate and on terms and conditions no more favorable than those offered to Tenant. If Landlord agrees to lease such space to another tenant on terms more favorable than those offered to Tenant, Tenant must first be offered the space on the more favorable terms and conditions before such space may be leased to the other tenant; provided, however, that, in this situation, Tenant shall make its election within five (5) Business Days of receipt of Landlord's notice of more favorable terms. Tenant's election to lease such additional space shall be subject to Landlord's statutory obligation, pursuant to Section 125.35, Florida Statutes (2011), to advertise the availability of the additional space for lease to the highest and best bidder, unless exempt from those requirements pursuant to Section 125.38, Florida Statutes (2011).

13.23. **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) a party that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

13.24. 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.

13.25. 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).

13.26. HAZARDOUS MATERIAL.

13.26.1. "Hazardous Material" shall mean any of the following:

13.26.1.1. 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 Town Center or to persons on or about Town Center or (ii) cause Town Center to be in violation of any Hazardous Materials Laws (as defined below);

13.26.1.2. asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas;

13.26.1.3. 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;

13.26.1.4. 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 Town Center or the owners and/or occupants of property adjacent to or surrounding Town Center, or any other person coming upon Town Center or adjacent property; and

13.26.1.5. other chemicals, materials or substances which may or could pose a hazard to the environment.

13.26.2. "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 Town Center relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, release or discharge of any Hazardous Materials.

13.26.3. "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 Town Center, including, without limitation, soil, groundwater and indoor and ambient air conditions.

13.26.4. 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 Town Center. 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 Town Center.

13.26.5. 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 Town Center 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 Town Center.

13.26.6. Tenant shall not cause or permit (i) any Hazardous Material to be brought upon, kept or used in or about the Premises or Town Center 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 Town Center, damages for the loss or restriction on use of rentable or usable space or of any amenity of Town Center, 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 Town Center 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.

13.26.7. 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 Town Center, 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:

13.26.7.1. activity by Landlord giving rise to a release of Hazardous Materials in Town Center, exclusive of the Premises, that is not in compliance with Hazardous Materials Laws or permits issued thereunder;

13.26.7.2. activity by Landlord giving rise to any claim or requiring a response under Hazardous Materials Laws or permits issued thereunder;

13.26.7.3. activity by Landlord causing a significant public health effect; or

13.26.7.4. activity by Landlord creating a nuisance.

13.26.8. 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 Town Center, 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:

13.26.8.1. any release, threatened release, or disposal of any Hazardous Materials at Town Center by Landlord; or

13.26.8.2. Landlord's violation of any Hazardous Materials Laws at Town Center, 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 Premises and Common Areas in accordance with standards no less than Building Standard Condition:

14.1.1. Electricity for normal lighting purposes and the operation of Tenant's equipment twenty-four (24) hours a day seven (7) days a week, in a manner consistent with in other retail centers of comparable quality in the Tallahassee Area and equivalent to the level of electrical service being provided by the Landlord in Town Center 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. Cold running water and sewer service to the Premises twenty-four (24) hours a day seven (7) days a week;

14.1.4. HV/AC service to the Premises;

14.1.5. All electric bulbs, ballasts and fluorescent tubes and replacements thereof in Building Standard light fixtures in the Common Areas;

14.1.6. Lamping of all Building Standard ceiling lighting fixtures in the Common Areas.

14.2. In the event of an interruption of services, Landlord will use commercially reasonable efforts to cause the restoration of any such interrupted services. If (i) access to any part of the Premises or any utility or service is interrupted (which interruption in service shall include the failure of Landlord to repair or maintain any part of the building or provide any service required hereunder to be provided) or the use of any part of the Premises by Tenant is interrupted as a result of any entry by or work performed in or around the Premises by or on behalf of Landlord, and (ii) such interruption shall continue for more than three (3) consecutive days after written notice of such interruption or failure from Tenant to Landlord, and if such interruption or failure shall render any portion of the Premises unusable for the normal conduct of Tenant's business, then all Full Service

FINAL 06-07-12

Rent and Additional Rent payable hereunder with respect to such unusable portion of the Premises shall be abated retroactively for the period beginning on the date of the interruption or failure and such rental abatement shall continue until such portion of the Premises is usable again; provided, however, that such rental abatement shall be deemed to be liquidated damages with regard to any claims Tenant may have for loss of business resulting from such interruption of services. Should such interruption continue for a period of thirty (30) consecutive calendar days, Tenant shall have the option to cancel and terminate this Lease.

[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

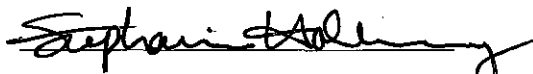
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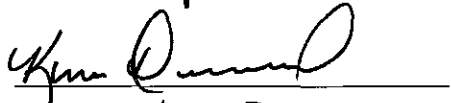


Name: Aaron L. Bayette



Name: Ray Purdie, Jr.


Name: Stephanie Holloway



Name: Kim Dressel


ATTEST:

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

BY: 

Name: Bob Inzer

CAPITAL REGION YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC.

By: 

Print Name: Hugh Tomlinson

Its: Board Chairman

Date: 10.23.13

(Corporate Seal)

LEON COUNTY, FLORIDA

By: 

Vincent S. Long
Its County Administrator

Date: 10-30-13

Approved as to Form:
Leon County Attorney's Office

BY:  Daniel J. Rigo, for

Herbert W. A. Thiele, Esq. 10/28/13

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, said Corner also being the Southwest Corner of Lot 1, Block "A", of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323, a distance of 440.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue thence North 89 degrees 31 minutes 48 seconds East along said line, and an extension thereof, a distance of 574.84 feet; thence South 00 degrees 28 minutes 12 seconds East 69.47 feet to a point lying 1.00 feet North of the proposed back of curve as per site plans by J.A.S. Choctaw, dated October 26, 1989, said point also lying on a point of curve concave to the Southwest; thence Southeasterly along said 1.00 foot offset from said back of curb, and along said curve, with a radius of 51.00 feet, through a central angle of 56 degrees 24 minutes 58 seconds, for an arc distance of 50.22 feet (chord of said arc being South 62 degrees 15 minutes 41 seconds East 48.21 feet) to a point of cusp of a curve concave to the North; thence along said 1.00 foot offset line and said curve, with a radius of 4.00 feet; through a central angle of 89 degrees 48 minutes 12 seconds, for an arc distance of 6.28 feet (the chord of said arc being South 73 degrees 32 minutes 46 seconds East, 5.65 feet); thence continue along said 1.00 foot offset line as follows: North 61 degrees 33 minutes 05 seconds East, 16.25 feet; thence South 28 degrees 26 minutes 55 seconds East, 65.00 feet; thence South 61 degrees 33 minutes 05 seconds West, 16.00 feet to a point of curve to the left; thence along said curve, with a radius of 4.00 feet; through a central angle of 90 degrees 11 minutes 42 seconds, for an arc distance of 6.30 feet (the chord of said arc being South 16 degrees 27 minutes 14 seconds West, 5.67 feet) to a point of cusp of a curve concave to the Northeast; thence along said curve, with a radius of 99.00 feet; through a central angle of 14 degrees 18 minutes 44 seconds, for an arc distance of 24.73 feet (the chord of said arc being South 29 degrees 55 minutes 49 seconds East, 24.67 feet); thence South 45 degrees 27 minutes 00 seconds East, 173.90 feet to a point of curve to the right, thence along said curve, with a radius of 51.00 feet; through a central angle of 18 degrees 29 minutes 31 seconds, for an arc distance of 16.46 feet (the chord of said arc being South 36 degrees 12 minutes 14 seconds West, 16.39 feet); thence South 26 degrees 57 minutes 29 seconds East, 86.50 feet to the point of curve to the left; thence along the said curve, with a radius of 29.00 feet; through a central angle of 49 degrees 22 minutes 51 seconds for an arc distance of 24.99 feet (the chord of said arc being South 51 degrees 38 minutes 54 seconds East, 24.23 feet) to the intersection of said 1.00 foot offset line and the Northerly R/W boundary of Fred George Road; thence South 66 degrees 07 minutes 13 seconds West along said Fred George Road R/W a distance of 206.59 feet to a point of curve to the left; thence along said R/W curve, with a radius of 498.36 feet, through a central angle of 30 degrees 22 minutes 12 seconds, for an arc distance of 264.16 feet (the chord of said arc being South 50 degrees 56 minutes 07 seconds West, 261.08 feet); a distance of 235.00 feet; thence leaving said

EXHIBIT "A" cont'd
LEGAL DESCRIPTION

R/W and run South 89 degrees 31 minutes 49 seconds West 280.00 feet; thence North 06 degrees 25 minutes 35 seconds West, 398.69 feet; thence North 00 degrees 28 minutes 11 seconds West, 445.00 feet to the Point of Beginning.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4, of the Public Records of Leon County, Florida, said Corner also marking the Southwest Corner of Lot 1, Block "A", of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323 and an extension thereof a distance of 1253.05 feet to the Westerly R/W boundary of U.S. Highway 27 (North Monroe Street), said point lying on a curve concave to the West; thence along said R/W curve, with a radius of 3518.80 feet, through a central angle of 02 degrees 29 minutes 39 seconds, for an arc distance of 153.18 feet (the chord of said arc being South 28 degrees 29 minutes 56 seconds East, 153.17 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue along said R/W curve, with a radius of 3518.80 feet, through a central angle of 00 degrees 35 minutes 52 seconds, for an arc distance of 36.71 feet (the chord of said arc being South 26 degrees 57 minutes 10 seconds East, 36.71 feet) to a point lying on a curve concave to the Southwest; thence leaving said R/W and run along said curve, with a radius of 34.00 feet, through a central angle of 22 degrees 41 minutes 15 seconds, for an arc distance of 13.46 feet (the chord of said arc being South 74 degrees 08 minutes 29 seconds West, 13.38 feet); thence South 62 degrees 47 minutes 52 seconds West, 138.91 feet to a point of curve to the left; thence along said curve, with a radius of 24.00 feet through a central angle of 108 degrees 14 minutes 52 seconds, for an arc distance of 45.34 feet (the chord of said arc being South 08 degrees 40 minutes 26 seconds West, 38.89 feet); thence North 45 degrees 27 minutes 00 seconds West, 84.23 feet to a point lying on a curve concave to the North ; thence along said curve, with a radius of 24.00 feet, through a central angle of 71 degrees 45 minutes 08 seconds, for an arc distance of 30.06 feet (the chord of said arc being South 81 degrees 19 minutes 34 seconds East, 28.13 feet); thence North 62 degrees 47 minutes 52 seconds East, 166.86 feet to a point of curve to the left; thence along said curve, with a radius of 34.00 feet, through a central angle of 20 degrees 07 minutes 19 seconds, for an arc distance of 11.94 feet (the chord of said arc being North 52 degrees 44 minutes 12 seconds East, 11.88 feet) the Point of Beginning.

ALSO TOGETHER WITH:

An exclusive easement for pylon signage purposes as provided in that certain Declaration of Reciprocal Ingress and Egress, Utility, Signage and Parking Easements dated May 6, 1991, and recorded August 13, 1991, in Official

EXHIBIT "A" cont'd
LEGAL DESCRIPTION

Records Book 1509, Page 2082, Public Records of Leon County, Florida upon the following described property:

Commence at a 1 ½ inch iron pipe (found) known as marking the Northwest Corner of Lot 323 of the Plantation of the Florida Pecan Endowment Company as per map or plat thereof recorded in Plat Book 1, Page 4 of the Public Records of Leon County, Florida, said Corner also marking the Southwest Corner of Lot 1, Block "A" of Runnymede Subdivision and run thence North 89 degrees 31 minutes 48 seconds East along the Southerly boundary of said Runnymede Subdivision and the North boundary of said Lot 323 and an extension thereof a distance of 1253.05 feet to the Westerly right-of-way boundary of U.S. Highway 27 (North Monroe Street), said point lying on a curve concave to the West; thence along said right-of-way curve, with a radius of 3518.80 feet, through a central angle of 03 degrees 05 minutes 31 seconds, for an arc distance of 189.88 feet (the chord of said arc being South 28 degrees 12 minutes 00 seconds East, 189.86 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue along said right-of-way curve, with a radius of 3518.80 feet, through a central angle of 00 degrees 09 minutes 09 seconds, for an arc distance of 9.37 feet (the chord of said arc being South 26 degrees 34 minutes 40 seconds East, 9.37 feet); thence leaving said right-of-way and run South 62 degrees 47 minutes 52 seconds West, 15.01 feet; thence North 27 degrees 12 minutes 08 seconds West 12.00 feet to the Southerly right-of-way boundary of an ingress, egress and utility easement; thence North 62 degrees 47 minutes 52 seconds East along said right-of-way, a distance of 2.00 feet to a point of curve to the right; thence along said right of way curve with a radius of 34.00 feet, through a central angle of 22 degrees 41 minutes 15 seconds, for an arc distance of 13.46 feet (the chord of said arc being North 74 degrees 08 minutes 29 seconds East 13.38 feet) to the Point of Beginning.

AND ALSO TOGETHER WITH:

An exclusive easement for pedestrian and vehicular ingress and egress and parking purposes on, across and over all paved roadways, access ways or parking areas which are now or hereafter located on the real property shown within the shaded areas on Exhibit "E" attached to and made a part of that certain Declaration of Reciprocal Ingress and Egress, Utility, Signage and Parking Easements dated May 6, 1991 and recorded August 13, 1991, in Official Records Book 1509, Page 2082, Public Records of Leon County, Florida.

EXHIBIT "B"

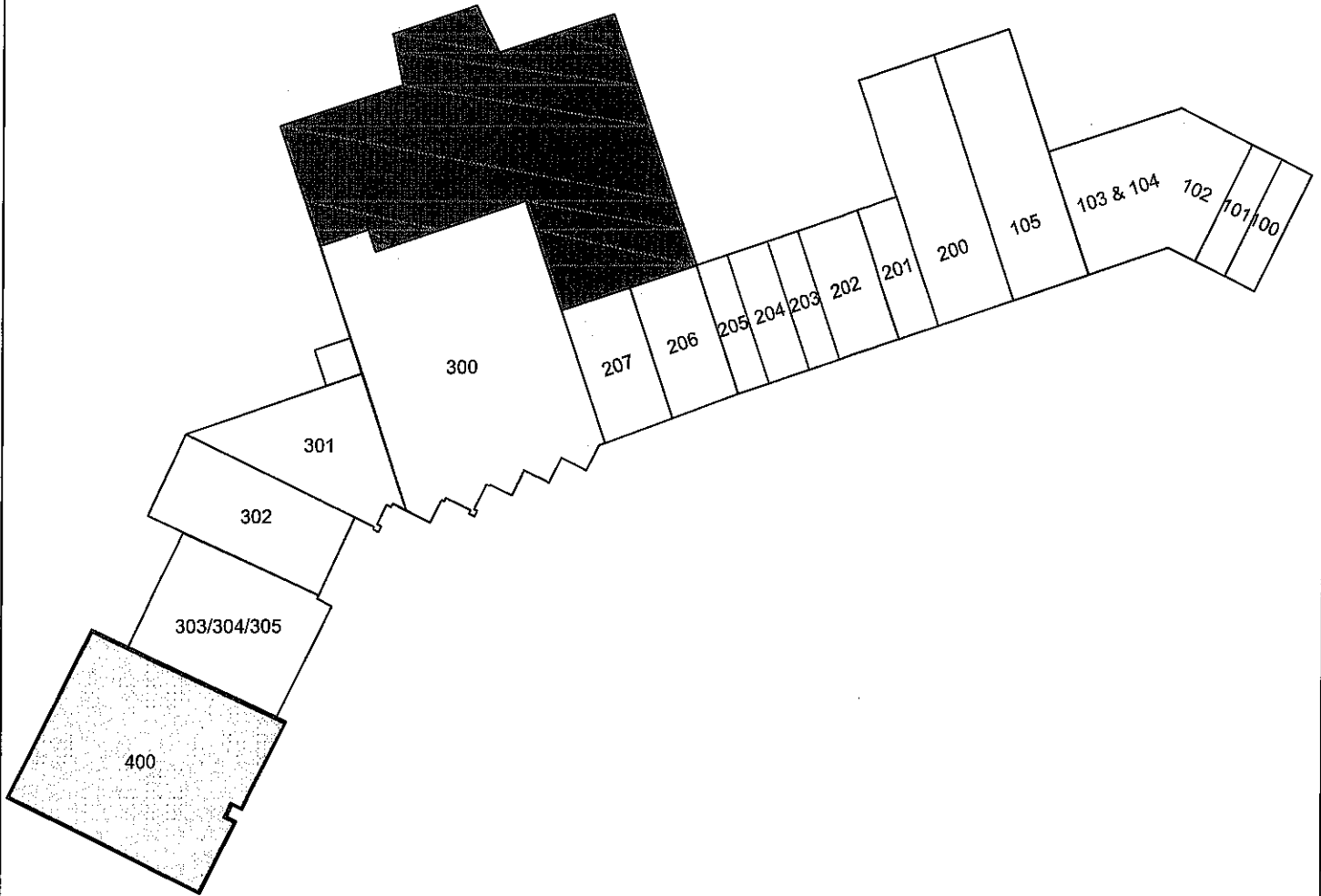


EXHIBIT "C"
TENANT SIGN CRITERIA
(Individual Letters)

Tenant's fascia sign ("hereinafter called "Sign") shall be designed, built, installed and maintained in strict accordance with the following criteria.

1. Design:

(A) The Sign shall be individually lighted letters mounted directly to the sign fascia, or mounted on a continuous metal bar or raceway. All letters and symbols shall be formed with metal sides and plastic faces; the letters shall have a minimum depth of four (4) inches with the plastic faces being a minimum of three-sixteenths (3/16) inch thick. The Sign shall be lighted adequately to achieve an even lighting level across the face of the letter. All wiring and electrical devices shall be hidden from view. If a raceway or wiring bar is provided, it shall be colored to match the sign fascia.

(B) Mounting of the Sign shall be performed in a workmanlike manner. Tenant accepts responsibility for any damage to the property caused by Tenant's sign installer.

(C) All materials used in the fabrication and mounting of the Sign, including but not limited to fasteners, bolts and screws, shall be rustproof. If the sign fascia is metal, then the fascia shall be protected from galvanic reaction with all metal parts of the Sign.

2. Size: The Sign shall conform to the following size and location requirements:

(A) The length of the Sign shall not be greater than eighty percent (80%) of the frontage of the Demised Premises. The length of the Sign shall be measured from the outer edge of the first letter to the outer edge of the last letter.

(B) The vertical height of the Sign shall not be greater than fifty percent (50%) of the sign fascia, and in no case shall the vertical height of the Sign be less than eighteen (18) inches. The vertical height of the Sign shall be measured from the tallest letter and shall include the tails of lower case letters that extend below the line. In cases where Sign letters are stacked, the vertical height measurement shall include all stacked letters and the spaces between letter rows. Raceways and wiring bars shall be included in the vertical height measurement.

3. Location: The Sign shall be centered on the Tenant's storefront horizontally, and shall be centered on the sign fascia vertically. If the fascia is angular, the Sign shall be mounted perpendicular to the ground and diagonal bracing shall be attached to the rear of the sign.

4. Landlord's Approval: Tenant, at Tenant's sole expense, shall have prepared and shall submit to Landlord three (3) copies of the plans and specifications for Tenant's Sign, prior to

fabrication of the Sign. The plans shall include detailed information concerning the size, location, materials, color, electrical devices and connections. Landlord shall have ten (10) working days from receipt of the plans to approve/disapprove them.

5. Applicable Laws: Tenant is responsible for securing all necessary permits and approvals from governmental authorities having jurisdiction. Tenant shall further cause the Sign to be fabricated and installed to comply with all applicable laws, rules and ordinances promulgated by the governmental authorities having jurisdiction, and in accordance with the plans as approved by Landlord.

6. Other Signage: Tenant shall not place any under canopy signage in front of the Demised Premises without prior written approval of Landlord. In the event Landlord determines that under canopy signs are desirable for the Shopping Center, Tenant shall place such a sign according to specifications provided by Landlord. Tenant shall be prohibited from placing any other signage on, about or in front of the Shopping Center, or the Demised Premises, without the prior written consent of Landlord. This shall include but not be limited to: banner signs, marquee signs, trailer signs, billboard signs, and window painted signs. If Tenant violates this restriction, Landlord shall have the right, without notice to Tenant, to remove such sign without liability therefor.

7) Maintenance: Tenant shall maintain the Sign during the Term of this Lease and any extension thereof. The Sign shall be kept clean and in operating condition and Tenant shall develop a continuing maintenance program to ensure same.

EXHIBIT "C"
TENANT SIGN CRITERIA
(Metal Box)

Tenant's fascia sign ("hereinafter called "Sign") shall be designed, built, installed and maintained in strict accordance with the following criteria.

1. Design:

(A) The Sign shall be a metal box type sign. The interior shall be illuminated, with a molded plastic face. The metal wall of the box shall have a minimum depth of four (4) inches, shall be constructed of aluminum or porcelain enamel, and shall be colored to match the sign fascia. The thickness of the face of the box shall be a minimum of three-sixteenths (3/16) inch thick. The Sign shall be lighted adequately to achieve an even lighting level across the face of the box. All wiring and electrical devices shall be hidden from view.

(B) Mounting of the Sign shall be performed in a workmanlike manner. Tenant accepts responsibility for any damage to the property caused by Tenant's sign installer.

(C) All materials used in the fabrication and mounting of the Sign, including but not limited to fasteners, bolts and screws, shall be rustproof. If the sign fascia is metal, then the fascia shall be protected from galvanic reaction with all metal parts of the Sign.

2. Size: The Sign shall conform to the following size and location requirements:

(A) The length of the Sign shall not be greater than eighty percent (80%) of the frontage of the Demised Premises. The length of the Sign shall be measured from the outer edge of the left side of the box to the outer edge of the right side of the box.

(B) The vertical height of the Sign shall not be greater than fifty percent (50%) of the sign fascia, and in no case shall the vertical height of the Sign be less than eighteen (18) inches. The vertical height of the Sign shall be measured from the top of the box to the bottom of the box. Raceways and wiring bars shall be included in the vertical height measurement.

3. Location: The Sign shall be centered on the Tenant's storefront horizontally, and shall be centered on the sign fascia vertically. If the fascia is angular, the Sign shall be mounted perpendicular to the ground and diagonal bracing shall be attached to the rear of the sign.

4. Landlord's Approval: Tenant, at Tenant's sole expense, shall have prepared and shall submit to Landlord three (3) copies of the plans and specifications for Tenant's Sign, prior to fabrication of the Sign. The plans shall include detailed information concerning the size, location, materials, color, electrical devices and connections. Landlord shall have ten (10) working days from receipt of the plans to approve/disapprove them.

5. Applicable Laws: Tenant is responsible for securing all necessary permits and approvals from governmental authorities having jurisdiction. Tenant shall further cause the Sign to be fabricated and installed to comply with all applicable laws, rules and ordinances promulgated by the governmental authorities having jurisdiction, and in accordance with the plans as approved by Landlord.

6. Other Signage: Tenant shall not place any under canopy signage in front of the Demised Premises without prior written approval of Landlord. In the event Landlord determines that under canopy signs are desirable for the Shopping Center, Tenant shall place such a sign according to specifications provided by Landlord. Tenant shall be prohibited from placing any other signage on, about or in front of the Shopping Center, or the Demised Premises, without the prior written consent of Landlord. This shall include but not be limited to: banner signs, marquee signs, trailer signs, billboard signs, and window painted signs. If Tenant violates this restriction, Landlord shall have the right, without notice to Tenant, to remove such sign without liability therefor.

7) Maintenance: Tenant shall maintain the Sign during the Term of this Lease and any extension thereof. The Sign shall be kept clean and in operating condition and Tenant shall develop a continuing maintenance program to ensure same.

EXHIBIT "D"

RULES AND REGULATIONS

- a. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.
- b. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.
- c. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish.
- d. No radio or television or similar device shall be installed without first obtaining in each instance Landlord's prior written consent. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of Huntington Oaks or on the grounds, without the prior written consent of Landlord. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to the Landlord therefor; costs incurred by Landlord for such removal shall be paid by Tenant.
- e. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
- f. If the Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water pipes and fixtures.
- g. Tenant shall keep exterior areas immediately adjoining the Premises clean and free from snow, ice, dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise outside Tenant's Premises.
- h. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant whose employees, agents or invitees shall have caused same. Tenant shall be responsible for all sanitary sewer lines up to the limit of Tenant's private sewer line, whether or not such lines are located within the Premises.
- i. Tenant shall, at Tenant's cost, employ a qualified pest extermination contractor,

whose services shall be scheduled as needed and so as not to unreasonably interfere with the operation of Huntington Oaks. If required by Landlord, Tenant shall schedule services monthly.

- j. Tenant shall not burn any trash or garbage of any kind in or about Huntington Oaks.
- k. Tenant and its employees shall park their motor vehicles only in those parking areas designated for that purpose by Landlord, and upon request, Tenant shall provide Landlord with a list of its employees' motor vehicle license tag numbers. If Tenant and/or its employees are in violation of this rule, Landlord shall have the right to tow said vehicle at Tenant's expense.
- l. Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of Huntington Oaks or their employees, agents, customers or invitees.
- m. Tenant's access to the roof is limited to maintenance of equipment installed with Landlord's approval, and inspections for damage to that equipment. Neither Tenant nor its agents or employees shall enter upon the roof at any time without the express prior approval of Landlord.
- n. Neither Tenant, its agents nor its employees shall solicit business in the parking area or other common areas, nor shall Tenant, its agents or its employees, distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area, or in other common areas. If any such materials are distributed, Tenant shall pay Landlord for the cost of cleanup.
- o. There shall be no commercial use of any of the common area without the prior written consent of the Property Manager.

Back

Print

Leon County
Board of County Commissioners
Cover Sheet for Agenda #20

September 10, 2013

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Consideration of the Lease Agreement with Capital Region Young Men's Christian Association, Inc. at Lake Jackson Town Center at Huntington

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director of Public Works & Community Development Tom Brantley, P.E., Director of Facilities Management
Lead Staff/ Project Team:	Graham Stewart, Real Estate Manager Shelley Cason, Facilities Operations Manager

Fiscal Impact:

This item has a fiscal impact. The Capital Region Young Men's Christian Association, Inc. (YMCA) has not paid its rent obligation, as required by their lease (Attachment #1), and has accrued \$60,084 in outstanding debt, payable to Leon County, within the past 12 months. Given the long standing partnership with the YMCA, staff is recommending forgiving the past due obligations in exchange the lease would be converted to a month-to-month basis and the space marketed for a future tenant.

Staff Recommendation:

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.

Report and Discussion

Background:

The YMCA is currently a tenant in the Lake Jackson Town Center at Huntington. On July 3, 2012, Leon County executed a new Lease agreement with the YMCA for 8,100 square feet of net rentable space located at the Lake Jackson Town Center at Huntington. This lease provides a full-service rental rate at \$5,231 per month (\$7.75 psf or \$62,775 annually). The base rental rate of \$4.25 per square foot (which is 60% below-market), plus an operating expense rate of \$3.50 per square foot comprises the Year-1 rent schedule. This lease is for a three-year initial period with two continuation periods of three years each, for a total potential lease term of nine years.

During the regular Board meeting on May 14, 2013, a status report contained in Agenda

Item # 13 was brought before the Board with an update regarding the YMCA's non-payment of rent (Attachment #2). Since the commencement of this Lease Agreement, the YMCA has fallen behind in their rent payment obligations and has an outstanding past due rent amount of \$60,084, as of August 14, 2013. Assuming the non-payment of rent is continued for another month, the outstanding past due rent, as of the September 10 Board meeting, will be \$62,787. The Board instructed staff to re-negotiate the Lease and include a payment plan to repay all outstanding rent owed by the YMCA.

Analysis:

On May 29, 2013, staff met with the YMCA Chief Executive Officer to negotiate repayment of all past due rent to continue to occupy the space. On July 15, 2013, after several weeks of negotiations, a lease proposal was received from the YMCA (Attachment # 3). This proposal included five specific points; following each point is

staff's response and counter proposal that was provided to the YMCA (Attachment #4).

1. The YMCA offered to pay 50% of normal rent for six months through September 2013, as granted by the Board during the May 14, 2013 regular Board meeting.

Staff response: Given the YMCA's history of non-payment and delinquency on the large majority of rental payments under the existing agreement, staff is not supportive of any further rent reductions.

2. The YMCA offered to resume 100% rent payments starting in October 2013 with a re-negotiated lease agreement.

Staff response: Staff concurs with this proposal

3. The YMCA requested that the normal rent for June and July of 2013 be forgiven due to revenue and safety limitations imposed by the repairs & reconstruction of the parking lot in front of their suite.

Staff Response: Staff reviewed this request and does not agree with the YMCA's assessment. The YMCA parking capacity was not reduced by the County's construction activities; patrons may have had to walk further, but parking has been available throughout construction. The County notified all tenants prior to construction to notify the County if any problems were experienced during construction. The County had not received any complaints from the YMCA or its members prior to the July 15, 2013 rent reduction proposal.

4. The YMCA requested negotiating further debt forgiveness on outstanding rent through administrative processes.

Staff response: Staff is unable to provide any specific reductions for debt forgiveness outside of any formal adjustment to the Lease Agreement.

5. The YMCA offered to repay any outstanding balance remaining after negotiations are completed with a \$500 per month payment, in addition to the normal rent schedule established at the conclusion of lease re-negotiations

Staff response: Under this proposal, it would take the YMCA approximately 120 months (or 10 years) to repay all of the currently outstanding debt assuming no additional deficiencies occur in the future. Staff proposed that the outstanding debt be addressed by the conclusion of the existing 36-month initial term.

After discussing the County's counter proposal, the YMCA determined that they could not agree to the proposed terms. It was expressed to staff that the YMCA could not afford to execute any agreement without any additional past due rent forgiveness. Additional discussions with the YMCA have indicated a willingness to consider a month-to-month lease arrangement in connection with lease forgiveness. This would allow the County to market the property while retaining a valuable tenant.

Staff fully understands that the YMCA offers a valuable service to the community and, unfortunately, has experienced financial stress over the past several years. The County fully recognized the YMCA's financial condition and acknowledged the benefit of the YMCA being located at the center when it originally entered into a rental agreement that was 60% less than the current market conditions warranted.

There are a number of options available to the Board as it relates to the YMCA and its continued tenancy at the plaza:

1. The lease could be converted to a month-to-month, the property marketed for a new tenant and any past due rental payments owed by the YMCA be waived at the point in time a new tenant is placed in the space.
2. The County could terminate the lease with the YMCA and waive any past due rental payments as part of the termination process.
3. The County could accept the terms offered by the YMCA in its July 15, 2013 memorandum and authorize staff to modify the lease accordingly.
4. The County could terminate the lease with the YMCA and pursue repayment of all past due rent pursuant to the terms of the lease agreement.

The County has made a significant investment in the Lake Jackson Town Center at Huntington to provide a true sense of place for the community. Staff has started to see an increase in activity related to the renting of space in the center. Although the YMCA has been a long-standing tenant and does provide a service to a number of the residents in the community, it does not appear that the YMCA has the financial ability to fulfill its obligations to the County. However, given the long-term relationship between the County and the YMCA, staff would recommend that if the Lease Agreement were terminated or converted to a month-to-month, that any and all outstanding past due rental payments be forgiven by the County.

Options:

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.
2. Authorize the termination of the Lease Agreement with the Capital Region Young Men's Christian Association, Inc., at Lake Jackson Town Center at Huntington for non-payment of rent, and require the YMCA to voluntarily surrender possession of the Premises in exchange for forgiveness of any past due rental payments, as part of the termination process.
3. Accept the Capital Region Young Men's Christian Association, Inc. lease proposal, dated July 15, 2013 (Attachment # 3), and instruct staff to complete a re-negotiated lease agreement with the new terms.
4. Authorize the termination of the Lease Agreement with the Capital Region Young Men's Christian Association, Inc., at Lake Jackson Town Center at Huntington for Non-payment of rent, require the YMCA to surrender possession of the Premises, and proceed with the default remedies as appropriate as set forth in Article 10 in the Lease Agreement.
5. Board direction.

Recommendation:

Option #1.

Attachments:

1. Capital Region Young Men's Christian Association, Inc. Lease
2. Agenda Item # 13 from the May 14, 2013 regular Board meeting
3. Letter date July 15, 2013 of YMCA's Lease Proposal
4. Letter date July 23, 2013 of Leon County's counter proposal

[Back](#)

[Print](#)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of Proposed New Policy, "Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program", and Revisions to Policy No. 03-07, "Transportation Corridor Study Public Participation (p2) Program"

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Roshaunda Bradley, Assistant to the Public Works & Community Development Director

Fiscal Impact:

This item does not have a current fiscal impact. When implemented, the OPEN for Business Program would be budgeted for \$10,000, or up to one-half of one percent of the total project cost, whichever is greater, and paid for from the applicable capital project budget.

Staff Recommendation:

- Option #1: Adopt proposed policy, "Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program" (Attachment #1).
- Option #2: Adopt proposed revised Policy No. 03-07, "Transportation Corridor Study Public Participation (p2) Program" (Attachment #2).

Report and Discussion

Background:

At the January 21, 2014 meeting, the Board established the Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Business Program to provide a shelf-ready program that would mitigate the impact of County Public Works road projects on businesses. This program will package the County’s ongoing efforts that have been traditionally utilized to disseminate information on construction projects and the actions implemented through the “Don’t Forget, Shop Lafayette” plan. This item seeks the Board’s approval to formally adopt the OPEN for Business Program as a Policy.

Policy No. 03-07, “Transportation Corridor Study Public Participation (p2) Program”, last revised by the Board on February 28, 2012, has been the guide for development of the County’s Project Development and Environment (PD&E) Study for transportation projects. The intent of this Policy is to include citizens, appointed by the Board, in the transportation corridor study consensus building process. This inclusion is intended to include those communities impacted by the County’s transportation projects as part of the evolution of the projects, thereby lessening any tensions about how their community might be impacted by the project. Upon adoption of the OPEN Policy, staff is recommending an amendment to the p2 Policy to include an evaluation as to whether any businesses will require assistance through the OPEN program.

Analysis:

The intent of the OPEN Policy is to provide impacted businesses with the assistance they need to survive the disruption of an adjacent County construction road project and will, thereby, help achieve the County’s economic development goals of enhancing and expanding economic activity in the County, and retaining businesses that may be adversely impacted by such project.

The Program would be limited to business corridors directly impacted by County construction road projects, as identified in the PD&E Study, and/or Public Works staff.

The program will provide the following services:

- Continue to hold monthly meetings for residents and local businesses impacted by a County construction project to provide updated information on construction, detour routes, and receive comments;
- Continue to provide a designated County staff contact for information on a County construction project;
- Adopt a “Shop Here” brand that encourages the public to visit and patronize businesses directly impacted by a County construction project;
- Create a website that promotes the businesses impacted by a construction project and provides information on the particular project;
- Hand deliver letters, flyers, and other materials to businesses to ensure that property owners as well as tenants are informed of the upcoming and ongoing project;

- Print advertisements in the local newspaper;
- Radio advertisements on local stations;
- Broadcast on the Leon County government access channel;
- Street signs along detour routes that list the names of businesses impacted by a County construction project;
- Directional yard signs along detour routes that promote businesses impacted by a County construction project;
- Promotion on social media including Facebook, Twitter, the County’s E-Subscribe system; and,
- A “Road Work Survival Guide” for impacted businesses that would provide project details and timelines, detour information, and construction plans. More importantly for local business owners, the guide would discuss strategies on how to continue engaging customers during construction. In addition, the guide would provide direction on how to better capitalize on the improved area after construction is completed, such as hosting a grand re-opening.

Funding for the program is limited to \$10,000, or up to one-half of one percent of the total project cost, whichever is greater, and paid for from the applicable capital improvement budget.

Additionally, staff recommends amending the p2 Policy to include an evaluation, as part of the PD&E Study, as to whether the proposed improvements will have an adverse impact on adjacent businesses; thereby, requiring assistance through the OPEN for Business Program. This evaluation will be included in the Citizen’s Advisory Committee Corridor Study Final Report.

Staff considered merging the two policies into one; however, based on the different time constraints of the programs, it would be difficult to fit one program into the other.

Options:

1. Adopt proposed policy, “Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program” (Attachment #1).
2. Adopt proposed revised Policy No. 03-07, “Transportation Corridor Study Public Participation (p2) Program” (Attachment #2).
3. Do not adopt the proposed Policy, “Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Business Program”, and do not adopt proposed revisions to Policy No 03-07, “Transportation Corridor Study Public Participation (p2) Program.”
4. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Proposed OPEN for Businesses Program Policy
2. Proposed Revised Transportation Corridor Study Public Participation (p2) Program Policy

Board of County Commissioners Leon County, Florida

Policy No. 14-2

Title: Leon County Outreach Partnership and Enhanced Navigation (OPEN)
for Businesses Program

Date Adopted: March 11, 2014

Effective Date: March 11, 2014

Reference: Leon County Board of County Commissioners Policy No. 03-07,
“Transportation Corridor Study Public Participation (p2) Program”

Policy Superseded: N/A

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that a new Policy is hereby adopted entitled “Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program” to wit:

1) Approved Name of Program

The Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program may hereafter be referred to as the OPEN for Business Program.

2) Authority, Intent, Purpose, and Scope

- a) The authority set forth herein is delegated to the County Administrator, or designee.
- b) The intent of this Policy, in accordance with the Board’s findings and declarations set forth in Resolution 14-01, the contents of which are incorporated herein by this reference, is to provide impacted businesses with the assistance they need to survive the disruption of an adjacent County construction road project and will, thereby, help achieve the County’s economic development goals of enhancing and expanding economic activity in the County and retaining businesses that may be adversely impacted by such project.
- c) The purpose of this Policy is to put in place a uniform set of services to mitigate the impact of County construction road projects on local businesses for future projects by promoting that stores, shops, companies, and restaurants are open for business.
- d) The Program would be limited to business corridors directly impacted by County construction road projects, as identified in the Transportation Corridor Study Public Participation (p2) Program (where applicable), or by Public Works staff.

e) The Program provides the following:

- Continue to hold monthly meetings for residents and local businesses impacted by a County construction project to provide updated information on construction, detour routes, and receive comments.
- Continue to provide a designated County staff contact for information on a County construction project.
- Adopt a “Shop Here” brand that encourages the public to visit and patronize businesses directly impacted by a County construction project.
- Create a website that promotes the businesses impacted by a construction project and provides information on the particular project.
- Hand deliver letters, flyers, and other materials to businesses to ensure that property owners as well as tenants are informed of the upcoming and ongoing project.
- Print advertisements in the local newspaper.
- Radio advertisements on local stations.
- Broadcast on the Leon County government access channel.
- Street signs along detour routes that list the names of businesses impacted by a County construction project.
- Directional yard signs along detour routes that promote businesses impacted by a County construction project.
- Promotion on social media including Facebook, Twitter, the County’s E-Subscribe system.
- A “Road Work Survival Guide” for impacted businesses that would provide project details and timelines, detour information, and construction plans. More importantly for local business owners, the guide would discuss strategies on how to continue engaging customers during construction. In addition, the guide would provide direction on how to better capitalize on the improved area after construction is completed, such as hosting a grand re-opening.

f) The program is limited to \$10,000 or up to one-half of one percent of the total project cost, whichever is greater, and paid for from the applicable capital improvement budget.

Adopted 3/11/2014

Board of County Commissioners Leon County, Florida

Policy No. 03-07

Title: Transportation Corridor Study Public Participation (p2) Program

Date Adopted: ~~February 28, 2012~~ March 11, 2014

Effective Date: ~~February 28, 2012~~ March 11, 2014

Reference: Board of County Commissioners Policies:

- No. 96-4, "Policy on Public Records Law and E-Mail"
- No. 03-15, "Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution"
- No. 14-2, "Leon County Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program"

Florida Statutes (2002)

- Chapter 119, "Florida's Public Records Law"
- Section 286.011, "Florida Government in the Sunshine Law"
- Section 112.3143, "Voting Conflicts"
- Section 112.313, "Standards of Conduct"

Policy Superseded: Policy No. 03-07, Transportation Corridor Study Public Participation (p2) Program, adopted April 22, 2003; Policy No. 03-07, revised September 22, 2009; Policy No. 03-07, revised February 28, 2012

It shall be the policy of the Board of County Commissioners of Leon County, Florida (the Board), that a new policy entitled "Transportation Corridor Study Public Participation (p2) Program" (the Policy) is hereby adopted, to wit:

1) Approved Name of Program

The Leon County Transportation Corridor Study Public Participation Program may hereafter be referred to as the p2 (pronounced "p-squared") Program.

2) Authority, Purpose, Intent, and Scope

- a) The authority set forth herein is delegated to the County Administrator.
- b) The purpose of this Policy is to ratify and reaffirm the public participation program, first approved by the Board in November 1993, for use by Leon County (the County) in its transportation corridor planning process.

**Transportation Corridor Study Public Participation (p2) Program
Policy No. 03-07**

- c) The intent of this Policy is to augment the traditional transportation corridor public meeting/hearing process by including citizens, appointed by the Board, in the transportation corridor study consensus building process. This inclusion is intended to include those communities impacted by the County's transportation projects as part of the evolution of the projects, thereby lessening any tensions about how their community might be impacted by the project. During the course of the corridor study conducted in accordance with this Policy, the intent is to reach a consensus about the type of improvements the corridor should receive. This Policy is also intended to clarify the roles of the citizens, consultants, and County staff in the implementation of the corridor study process.
 - d) The policies and process contained herein shall govern all County transportation corridor studies and shall apply retroactively to any transportation corridors being studied or in the design and construction stage on the date of the adoption of this Policy.
- 3) Responsible Departments and Individuals
- a) Unless specifically directed otherwise by the County Administrator, the Public Works Department (the Department) is charged with the responsibility of assuring that the County's transportation corridor study process is implemented in accordance with the procedures set forth in this Policy.
 - b) The Department Director shall appoint a Project Manager to be responsible for the implementation of each corridor study.
 - c) An engineering consultant, retained in accordance with this Policy, shall also assist with the implementation of the corridor study under the direction of the Project Manager.
 - d) The County Attorney's Office and the Tallahassee-Leon County Planning Department shall be invited to attend each meeting in the corridor study process.
- 4) Citizen's Advisory Committee
- a) Each of the seven Board members shall appoint a citizen to a seven-member Citizen's Advisory Committee (the CAC) that shall participate in the corridor study process. The CAC shall operate in accordance with Board Policy No. 03-15 "Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution".

**Transportation Corridor Study Public Participation (p2) Program
Policy No. 03-07**

- b) In addition to the requirements of the Board Policy No. 03-15, the CAC By-laws shall contain the following provisions:
- (1) The CAC shall report to the Board through its Department of Public Works Director. The County's Project Manager shall be responsible for assisting the CAC with its reporting responsibilities.
 - (2) The CAC shall provide a Corridor Study Final Report to the Director summarizing the CAC's recommendations for improvements to the corridor being studied (the "Final Report"). The Final Report, in conjunction with the Director's final set of recommendations, shall be presented to the Board in workshop or agenda item format for its use and consideration in making decisions regarding the project.
 - (3) Members of the CAC shall serve until completion of the corridor being studied, except as otherwise provided in the By-laws.
 - (4) No member of the CAC, nor a relative of any member of the CAC, shall be the owner, tenant, or occupant of a property adjoining the corridor being studied, nor shall any member or members relative be employed by an owner, tenant, or occupant of a property adjoining the corridor being studied. For purposes of this Article, the term "relative" includes any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

5) p2 Program Process

The p2 Program shall be implemented in the following general format:

- a) A need for the study of a County owned transportation facility is identified in either the Tallahassee-Leon County Long Range Transportation Plan or the Leon County Capital Improvement Plan, and/or under the direction of the Director of the Department of Public Works (the Director).
- b) The Director presents such need to the County Administrator, and upon the Administrator's approval, the matter is presented to the Board for its review and approval.
- c) Upon Board approval of the corridor study, staff proceeds with the hiring of an engineering consultant (the Consultant) by preparing a Request for Proposals (RFP) and Scope of Services (Scope) in accordance with the Board Policies regarding the consultant selection process.
- d) The RFP and Scope are presented to the Board for its approval before moving forward with the advertisement in accordance with Board Policy.

- e) Upon completion of the consultant selection process, staff presents its findings and recommendations to the Board for approval and requests permission to enter into the fee negotiation phase. Staff also requests the Board to prepare for its appointment of the CAC.
- f) Upon completion of the fee negotiation phase, staff presents its findings to the Board for approval and the Consultant is subsequently retained. Staff also requests at that time that the CAC be appointed.
- g) Upon issuance of the Notice to Proceed, a “kickoff” meeting is held with the consultants to discuss the p2 Program and the specifics of the corridor study.
- h) Within two weeks of the “kickoff” meeting, the Consultant presents to staff its detailed description and analysis of the public participation needed to conduct a successful corridor study. The description and analysis contains a detailed schedule showing:
 - (1) The proposed number of required CAC meetings and general public meetings, and the purpose of each meeting;
 - (2) The proposed schedule of the presentation of specific data and analysis;
 - (3) The multi-media sources that will be used during Board, CAC, and public meetings;
 - (4) The proposed schedule for the Board agenda items or workshops that will be conducted; and
 - (5) The proposed number of corridor design alternatives that will be analyzed.
- i) Prior to participating in any part of the corridor study, each member of the CAC shall complete an orientation regarding their legal responsibilities and their role in the p2 Program.
- j) At the first meeting of the CAC, the Consultant, and staff, the project justification, goals, and purpose will be presented along with the roles and responsibilities of each individual participating in the corridor study process.
- k) During the corridor study process, staff shall update the Board of its findings at Board’s discretion with no fewer than two Board meeting agenda items or workshops.

- (1) The first Board workshop or agenda item shall present to the Board the corridor design alternatives recommended by staff and the Consultant based on the input of the CAC. Staff shall request approval by the Board to proceed with the corridor study using the recommended corridor design alternatives.
 - (2) The last Board workshop or agenda item shall present to the Board the final corridor design alternative recommended by staff and the Consultant based on the CAC's Final Report.
 - (3) There may be additional Board workshops or agenda items scheduled as deemed necessary by the County Administrator.
- l) Upon final Board approval of the final corridor design, the CAC will be dissolved in accordance with Board Policy.
- 6) CAC Corridor Study Final Report
- a) The CAC's Corridor Study Final Report (the Final Report) shall contain general summary information about the type of transportation improvements the CAC would prefer to see implemented on the corridor.
 - b) The Final Report is ~~be~~ intended to be used by staff and the Consultant to create the Department's final list of recommendations to the Board for typical sections and cost estimates for the transportation project.
 - c) During the Corridor Study and the final design phase, the impact of construction on local businesses must be assessed. The Leon County Board Policy, No. 14-2, "Outreach Partnership and Enhanced Navigation (OPEN) for Businesses Program", must be incorporated into the Final Corridor Study Report and be implemented in the final design and construction. The estimated project costs shall include the budget for the OPEN for Business Program.
 - e)d) In the event that the Final Report reflects differences with the final corridor design alternative recommended by staff and the Consultant, staff will include in its workshop or agenda item presentation to the Board a comparison of the Final Report with the staff recommendation, and highlight where the differences exist.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Plat of Timberlane Park Center Subdivision for Recording in the Public Records

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works & Community Development Kathy Burke, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Jim Pilcher, P.S.M., Chief, Survey and Right-of-Way

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Approve the plat of Timberlane Park Center subdivision for recording in the Public Records (Attachment #1), contingent upon staff's final review and approval.

Report and Discussion

Background:

The Subdivision, a private commercial subdivision, was approved with conditions by the Development Review Committee as a type "A" site and development plan on February 19, 2014 (Attachment #2). The development being platted consists of 5.34 acres containing two commercial lots.

Analysis:

The Subdivision is located in Section 8, Township 1 North, Range 1 East on the west side of Martin Hurst Road approximately 0.15 mile north of the Timberlane Road and Martin Hurst Road intersection (Attachment #3).

The Subdivision creates two commercial lots from an original single commercial parcel and it is a re-plat of a portion of Lot 9 of Johnson Subdivision recorded in Plat Book 2, page 71 of the Public Records of Leon County. Since this will be a re-plat solely for the purpose of dividing an existing parcel into two lots, neither a Performance Agreement nor Maintenance Agreement is required.

As of the date of the preparation of this agenda, the development has only received a conditional approval from Development Support and Environmental Services, and review of the final plat by appropriate departments and agencies is ongoing. Staff recommends the Board accept the plat and approve recording contingent upon completion of staff's final review and approval. Should there be a need for any substantive change in the plat, staff will resubmit it to the Board at a future regularly scheduled meeting for ratification.

Options:

1. Approve the plat of Timberlane Park Center for recording in the Public Records (Attachment #1), contingent upon staff's final review and approval.
2. Do not approve the plat of Timberlane Park Center.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Plat of Timberlane Park Center
2. Development Review Letter (with conditions)
3. Location Map

TIMBERLANE PARK CENTER

A REPLAT OF A PORTION OF LOT 9,
JOHNSON SUBDIVISION PER PLAT BOOK 2, PAGE 71 LEON COUNTY, FLORIDA
LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 EAST

PLAT BOOK _____ PAGE _____

DEDICATION
STATE OF FLORIDA, COUNTY OF LEON

Know all persons by these presents that TIMBERLANE, LLC the owner(s) in fee simple of the land shown hereon plotted as TIMBERLANE PARK CENTER and being more particularly described as follows:

A portion of Lot 9, JOHNSON SUBDIVISION, as per map or plot thereof recorded in Plat Book 2, Page 71 of the Public Records of Leon County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Section 8, Township 1 North, Range 1 East, Leon County, Florida said point also being the Northwest corner of Lot 9, Johnson Subdivision a subdivision as per map or plot thereof recorded in Plat Book 2, page 71 of the Public Records of Leon County, Florida and run thence South 00 degrees 00 minutes 00 seconds West along the West boundary of said section 8 and the West boundary of said Lot 9 a distance of 242.54 feet, thence leaving said West boundary run North 89 degrees 11 minutes 16 seconds East 844.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 11 minutes 16 seconds East a distance of 926.49 feet to a point lying on the Easterly boundary of said Lot 9 said point also lying on the Westerly right of way boundary for Martin Hurst Road, thence run North 14 degrees 44 minutes 23 seconds East along said Westerly right of way boundary and said Easterly boundary of Lot 9 a distance of 251.73 feet to a point marking the Northeast corner of said Lot 9, thence run South 89 degrees 11 minutes 16 seconds West along the North boundary of Lot 9 and the North boundary of said Section 8 a distance of 994.07 feet, thence leaving said North boundary run South 00 degrees 50 minutes 00 seconds East a distance of 242.52 feet to the POINT OF BEGINNING, containing 5.34 acres more or less. Situate and lying in Section 8, Township 1 North, Range 1 East and being part of Lot 9 Johnson Subdivision as recorded in Plat Book 2, page 71 of the Public Records of Leon County, Florida.

SUBJECT TO and TOGETHER WITH terms and conditions as set forth by that certain Declaration of Easements and Maintenance Agreement by TIMBERLANE, LLC as recorded in Official Records Book 2784, Page 1873 of the Public Records of Leon County, Florida.

Have caused said lands to be divided and subdivided as shown hereon and do hereby dedicate to the City of Tallahassee, Florida, the City of Tallahassee Utility Easement as depicted hereon.

Reserving however, the reversion or reversions thereof should the same be renounced, disclaimed, or by use thereof discontinued or abandoned as prescribed by the proper officials having change of jurisdiction thereof.

THIS _____ DAY OF _____, A.D. 2014

TIMBERLANE, LLC

James M. Rudnick, Manager

WITNESS

WITNESS

ACKNOWLEDGMENT
STATE OF FLORIDA, COUNTY OF LEON

Before me this _____ day of _____, 2014, personally appeared James M. Rudnick, as Manager of Timberlane LLC, a Florida limited liability company, who is personally known to me or who provided identification and acknowledged that he executed the foregoing dedication freely and voluntarily for uses and purposes therein stated and did take an oath.

Notary Public _____ Printed Name _____

My Commission Expires: _____
Commission Number: _____

JOINDERS IN DEDICATION

NAME	DATE	O.R. BOOK/PAGE



VICINITY MAP
(NOT TO SCALE)

STATE OF FLORIDA, COUNTY OF LEON

THIS PLAT CONFORMS TO THE SITE AND DEVELOPMENT PLAN PREVIOUSLY APPROVED UNDER THE PROVISIONS OF THE LEON COUNTY CODE OF LAWS.

GROWTH & ENVIRONMENTAL MANAGEMENT DEPARTMENT

THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA APPROVES AND JOINS IN DEDICATION OF THIS PLAT THIS _____ DAY OF _____, A.D., 2014.

CHAIRMAN _____

COUNTY ATTORNEY _____

COUNTY ENGINEER _____

ALL EASEMENTS, EXCEPT FOR THE FOLLOWING, NONE, SHALL BE MAINTAINED BY ALL OWNERS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2784, PAGE 1873 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND LEON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ABOVE.

STATE OF FLORIDA, COUNTY OF LEON

ACCEPTED FOR FILE AND RECORDED THIS _____ DAY OF _____, A.D., 2014, IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

CLERK OF CIRCUIT COURT
LEON COUNTY, FLORIDA

NOTICE
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE
ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. THE CABLE TELEVISION COMPANY SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES INCIDENTAL TO SAID PUBLIC UTILITIES.

NOTES:

- 1) Survey Date: 7/03/03 and 11/05/13; Corners set: 02/17/14
- 2) Bearings are based on the South Boundary of subject parcel being N 89°11'16" E per parent tract deed shown hereon.
- 3) Unless otherwise noted all lot corners are 5/8" iron rod with cap LB#6745.
- 4) All measurements refer to the U.S. Survey feet and are horizontal distances.
- 5) The construction of permanent structures, including fences but excluding driveways, by the Property Owner is prohibited within drainage and utility easements.
- 6) Interior fences and/or improvements not located by this survey.
- 7) This survey is dependent upon existing monumentation.
- 8) Land owners are advised to contact Leon County Zoning Department for clarification on building setbacks and land usage.
- 9) All lots shown hereon are subject to the following:

Communication System Easement in favor of Emborg Florida, as recorded in Official Records Book 3908, Page 1270, of the Public Records of Leon County, Florida.

Conservation Easement in favor of Leon County, Florida, as recorded in Official Records Book 2747, Page 1786, of the Public Records of Leon County, Florida.

Matters as set forth and recited in Plat Book 2, page 71, as recorded in the Public Records of Leon County, Florida.

Conditions as contained under the Department of Community Development Affidavit as recorded in Official Records Book 2784, Page 1870, of the Public Records of Leon County, Florida.

COUNTY SURVEYORS APPROVAL:

PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177 (PART 1-PLATTING), FLORIDA STATUTES.

JAMES C. PILCHER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #6059

SURVEYORS CERTIFICATE:

The undersigned hereby certifies that this plat TIMBERLANE PARK CENTER is a true and correct representation of the lands surveyed; that the survey and this plat was prepared under her responsible direction and supervision and this plat complies with all of the requirements of Chapter 177 (Part 1-Platting), Florida Statutes and Chapter 5J-17, Florida Administrative Code with all applicable Leon County, Florida subdivision regulations and/or ordinances; that all permanent reference monuments and permanent control points have been set.

BARBARA JO BERGSTROM
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
LICENSE NO. 5754

PROJECT NO. 13176
PREPARED BY:

POOLE ENGINEERING & SURVEYING, INC.
L.B. NO. 8745
240 BELLA BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32309 (850) 585-6117

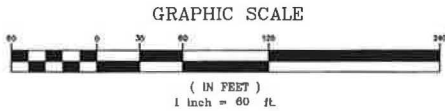
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 2

TIMBERLANE PARK CENTER

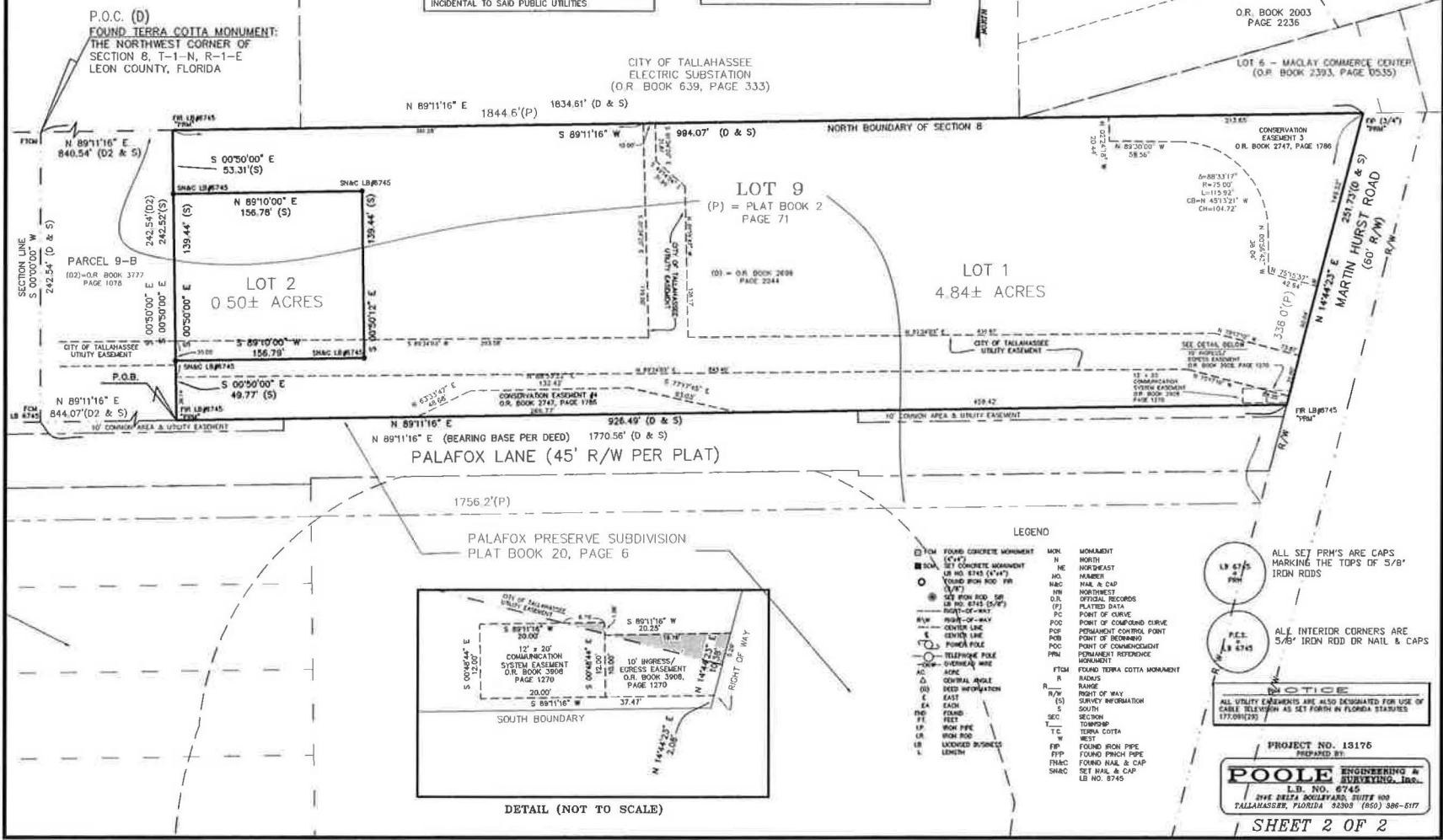
A REPLAT OF A PORTION OF LOT 9,
JOHNSON SUBDIVISION PER PLAT BOOK 2, PAGE 71 LEON COUNTY, FLORIDA
LOCATED IN SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 EAST

PLAT BOOK _____ PAGE _____



NOTICE
ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. THE CABLE TELEVISION COMPANY SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES INCIDENTAL TO SAID PUBLIC UTILITIES.

NOTICE
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

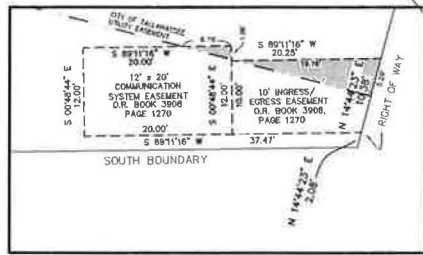


LEGEND

⊙	FOUND CONCRETE MONUMENT (4" x 4")	MON	MONUMENT
⊙	SET CONCRETE MONUMENT (4" x 4")	N	NORTH
⊙	FOUND IRON ROD PER (1/2" x 1/4")	NE	NORTHEAST
⊙	SET IRON ROD PER (1/2" x 1/4")	NO	NORSE
⊙	FOUND IRON ROD PER (1/2" x 1/4")	NAC	NAIL & CAP
⊙	SET IRON ROD PER (1/2" x 1/4")	NW	NORTHWEST
⊙	FOUND IRON ROD PER (1/2" x 1/4")	O.R.	OFFICIAL RECORDS
⊙	SET IRON ROD PER (1/2" x 1/4")	(P)	PLATTED DATA
⊙	FOUND IRON ROD PER (1/2" x 1/4")	PC	POINT OF CURVE
⊙	SET IRON ROD PER (1/2" x 1/4")	POC	POINT OF COMPOUND CURVE
⊙	FOUND IRON ROD PER (1/2" x 1/4")	POB	POINT OF BEGINNING
⊙	SET IRON ROD PER (1/2" x 1/4")	POC	POINT OF COMPOUND CURVE
⊙	FOUND IRON ROD PER (1/2" x 1/4")	PTM	POINT OF TANGENCY
⊙	SET IRON ROD PER (1/2" x 1/4")	FTM	FOUND TERRA COTTA MONUMENT
⊙	FOUND IRON ROD PER (1/2" x 1/4")	R	RADIUS
⊙	SET IRON ROD PER (1/2" x 1/4")	R/W	RIGHT OF WAY
⊙	FOUND IRON ROD PER (1/2" x 1/4")	S	SOUTH
⊙	SET IRON ROD PER (1/2" x 1/4")	SEC	SECTION
⊙	FOUND IRON ROD PER (1/2" x 1/4")	T	TOWNSHIP
⊙	SET IRON ROD PER (1/2" x 1/4")	TC	TERRA COTTA
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⊙	SET IRON ROD PER (1/2" x 1/4")	FP	FOUND IRON PIPE
⊙	FOUND IRON PIPE	FPP	FOUND IRON PIPE
⊙	SET IRON PIPE	FNAC	FOUND NAIL & CAP
⊙	FOUND IRON ROD	FR	FOUND IRON ROD
⊙	SET IRON ROD	LR	LOCKED BUSINESS LENGTH
⊙	FOUND IRON ROD	L	LENGTH

ALL SET PRM'S ARE CAPS MARKING THE TOPS OF 5/8" IRON RODS

ALL INTERIOR CORNERS ARE 5/8" IRON ROD DR NAIL & CAPS



NOTICE
ALL UTILITY EASEMENTS ARE ALSO DESIGNATED FOR USE OF CABLE TELEVISION AS SET FORTH IN FLORIDA STATUTES 177.09(2)(3)

PROJECT NO. 13176
PREPARED BY:
POOLE ENGINEERING & SURVEYING, INC.
L.B. NO. 6745
ONE DELTA COLLEGE DRIVE
TALLAHASSEE, FLORIDA 32308 (904) 886-6177
SHEET 2 OF 2



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

Development Support and Environmental Management
Development Services Division
435 N. Macomb Street, 2nd Floor
Tallahassee, Florida 32301
Phone Number (850) 606-1300

February 19, 2014

Inovia Consulting Group
Attn: Wade Pitt
1983 Centre Pointe Blvd., Suite 103
Tallahassee, FL 32308

RE: Timberlane Park Centre Childcare & Gymnasium
Type "A" Site and Development Plan
Tax Parcel Identification Number: 11-08-51-009-000-0
Project ID: LSP140002

Dear Mr. Pitt :

We have completed the review process for your application in accordance with the Department of Development Support and Environmental Management procedures for Type "A" Site and Development Plans and Section 10-7.403 of the Leon County Land Development Code. Your application has now been determined as complete and is approved with conditions based upon the following findings of fact:

1. The subject property is zoned Timberlane Park Centre PUD and is located in the Lake Protection Future Land Use Category and is within the Urban Services Area. Childcare facilities are consistent with the list of permitted uses in the Timberlane Park Centre PUD.
2. The proposed Type "A" Site and Development Plan complies with the applicable requirements established in Article VII, Division 5 (Substantive Standards and Criteria) of the Leon County Land Development Code, and the written comments received at the Application Review Meeting. Since the proposal is located on a local street, minor commercial development is limited to 10,000 square feet on one-half acre or less.
3. The development is subject to the City/County Water and Sewer Agreement as it is inside the Urban Services Area. Central sanitary sewer has been determined to be "available" by the utility service provider. The project will utilize the City of Tallahassee central sanitary sewer and shall be installed in accordance with the requirements, policies, and specifications of the county and the service provider.
4. The Type "A" Site and Development Plan has been determined by the Department of PLACE to be consistent with the Tallahassee-Leon County Comprehensive Plan.
5. The site and development plan has an approved Natural Features Inventory LEA 13-0047. The Environmental Management Permit (LEM14-00003) shall be approved by the Environmental Services Division prior to site plan

approval.

6. The proposed childcare facility received a Preliminary Certificate of Concurrency on January 30, 2014. A Conditional Certificate of Concurrency will be issued at the time of site and development plan approval. A Final Certificate of Concurrency will be issued upon payment of the required mitigation in the amount of \$2,635.
7. Public notice was provided in accordance with the requirements for Type "A" Site and Development Plan applications, as set forth in Section 10-7.403(e) of the Leon County Land Development Code. The application and Application Review Meeting (public meeting) were advertised in the Tallahassee Democrat and mail notice was provided to all owners of property, which are listed upon the most current tax rolls, within 600 feet of the property and to registered neighborhood associations and business associations.

The following are conditions of approval which shall be addressed prior to issuance of the development order:

1. The site plan set shall be revised to include a Preliminary Plat.
2. Please annotate on Sheet 2 of the plan set, that all sidewalks built or reconstructed will meet ADA and FDOT standards.
3. The "Lot 9" label should be minimized and "Lot 1" and "Lot 2" labels should be more prominent to illustrate the Lots 1 and 2 are the project subdivision.
4. The site plan indicates the proposed dumpster is located on Lot 1. An easement or agreement shall be provided to allow owners of Lot 2 access to the dumpster for refuse disposal.
5. The site and development plan shall be revised to remove the construction notes from the site plan, as they could necessitate a site plan modification if changes are made during the construction phase.
6. The site and development plan shall be revised to provide a signature block on the cover sheet, for the Director of Development Services or designee.
7. There is a recorded Declaration of Easements and Maintenance Agreement (Official Records Book 2784, Page 1873) for the Timberlane Park Centre PUD that includes a non-exclusive, perpetual easement for pedestrian and vehicular access, over and across the roadways for use by each owner and its tenants. The recording information for this easement shall be added to the site plan and the Preliminary Plat.
8. The legal descriptions and exhibits in the Timberlane Park Centre PUD Declaration of Easements and Maintenance Agreement shall be revised to illustrate and reference the new parcel boundaries and legal descriptions associated with the improvements and subdivision of lot 9-A.
9. Approved fire hydrants shall be provided for buildings to meet the fire flow requirements. The location and number of fire hydrants shall be designated by the fire official. The maximum distance from the nearest hydrant to the most remote exterior point of any building shall be 500 feet.
10. Every building constructed shall be accessible to fire department apparatus by way of access roadways with all-weather driving surface of not less than 20 feet of unobstructed width, with adequate roadway turning radius capable of supporting the imposed loads of fire apparatus (32 tons) and having a minimum clearance of 13 feet, 6 inches.

Timberlane Park Centre Childcare & Gymnasium
Approval with Conditions Letter
February 19, 2014
LSP140002
Page 3

A revised site and development plan addressing of the conditions of approval shall be submitted to the Department of Development Support and Environmental Management within 90 days of the date of approval with conditions letter; however, the applicant may, upon demonstration of good faith effort and hardship that is not self-created, be granted a 90 day extension by the Director of the Department of Development Support and Environmental Management or designee. Subsequent 90-day extensions may be requested and granted based on the same criteria. Failure to comply with these time limits shall render the site and development plan application approval expired.

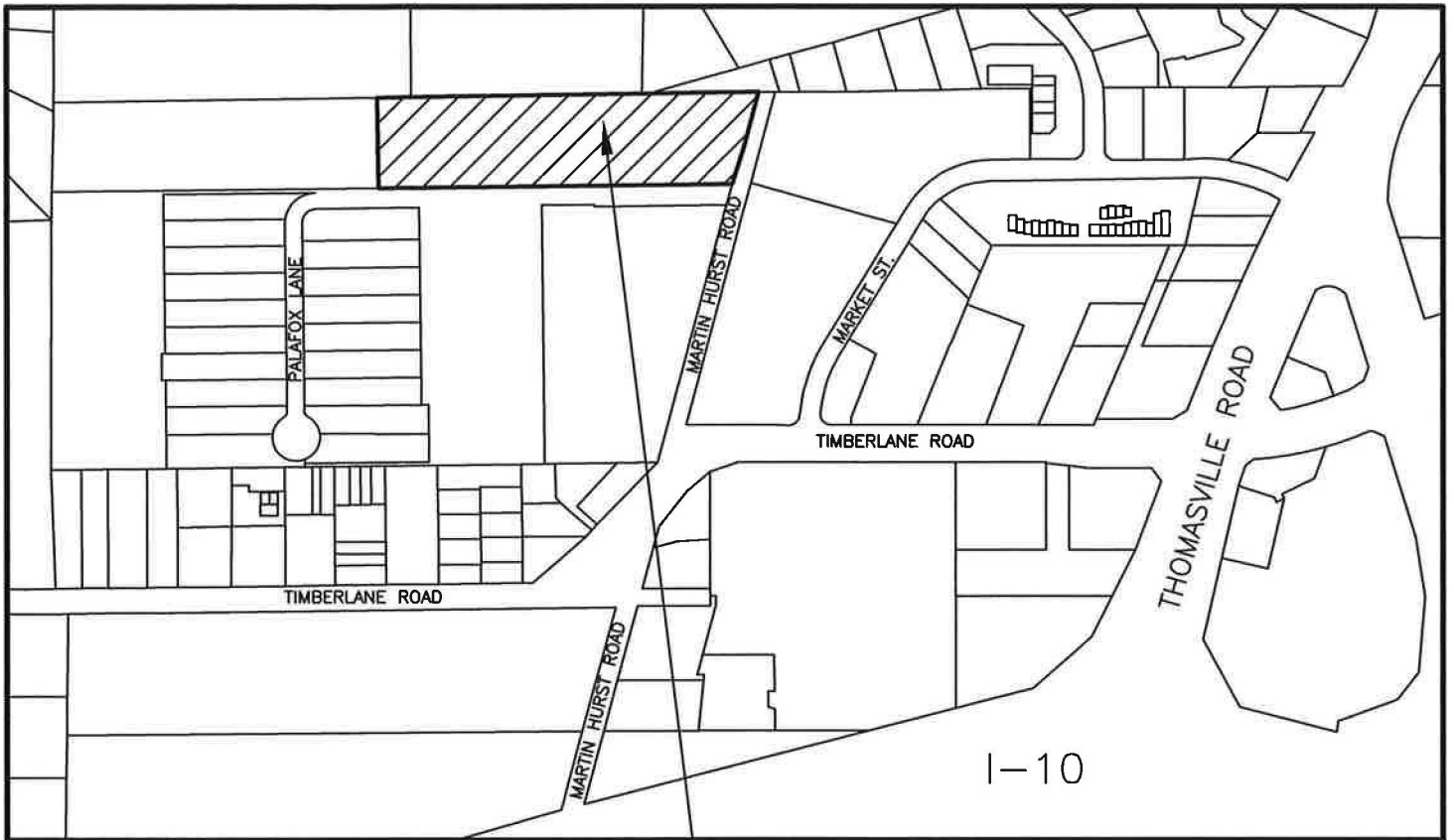
Please contact Weldon Richardson at (850) 606-1300 or send e-mail to "richardsonwe@leoncountyfl.gov" if you have any questions regarding this approval.

Sincerely,



Senior Planner, Development Services

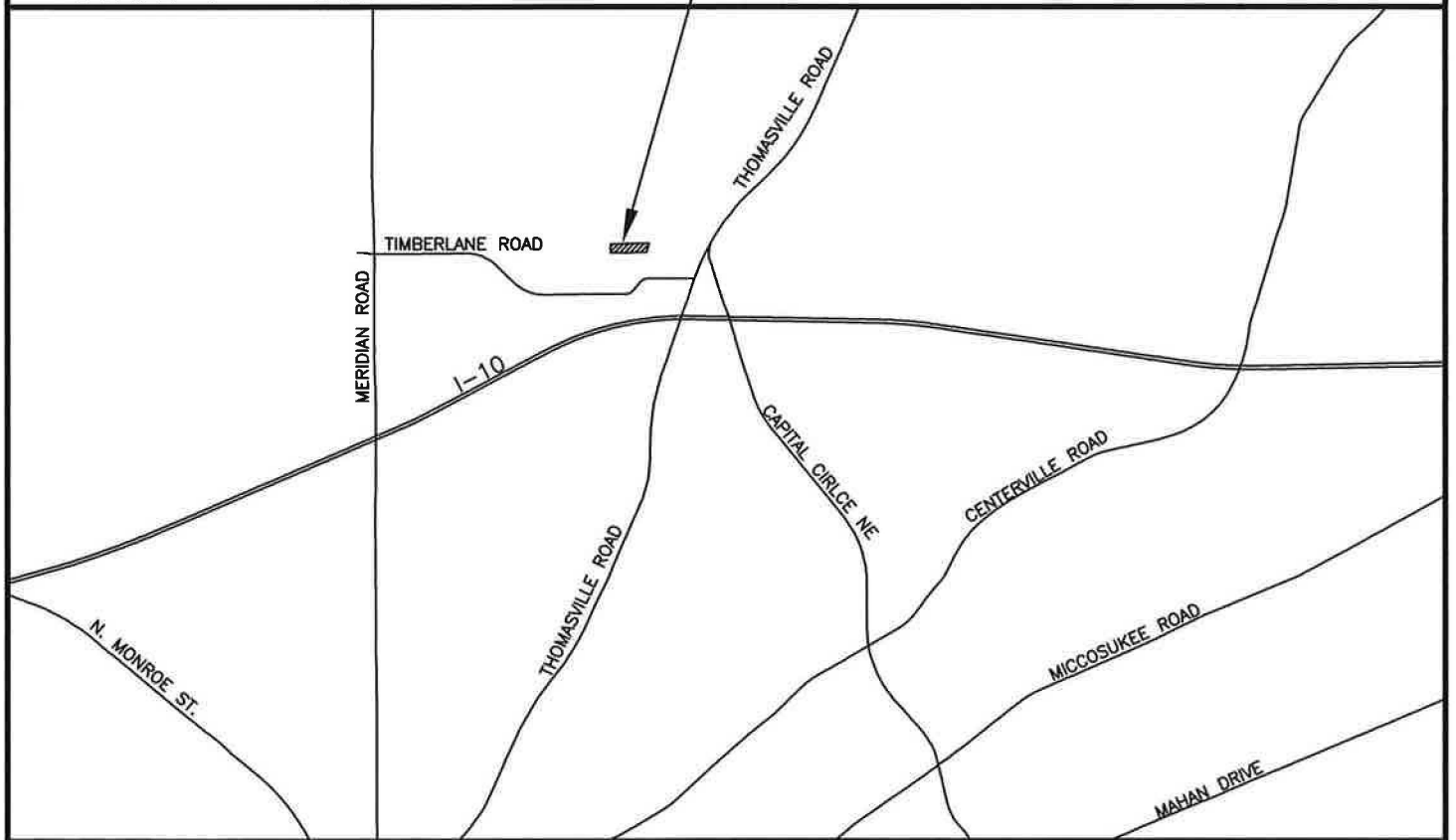
CC: Ryan Culpepper, Development Services Director
Nawfal Ezzagahi P.E., Environmental Services Supervisor
Scott Brockmeier, Development Services Administrator
Russell Snyder, Land Use Manager, Department of PLACE
Kim Wood P.E., Public Works
Susan Denny, Senior Planner, Department of PLACE
Gary Donaldson, Fire Department
Bruce Kessler, City of Tallahassee, Water Utilities
Ryan Guffey, Concurrency Management Planner
Mike Waters, Property Appraisal Services
RRR Asset Management, LLC, 1843 Commerce Blvd., Midway, FL 32343



SITE MAP

SCALE 1" = 500'

TIMBERLANE PARK CENTER



LOCATION MAP

SCALE 1" = 5000'

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of the Plat of Sierra Woods Gardens, Unit III Subdivision for Recording in the Public Records

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E, Director, Public Works & Community Development Kathy Burke, P.E., Director, Engineering Services
Lead Staff/ Project Team:	Jim Pilcher, P.S.M., Chief of Survey and Right-of-Way

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendation:

Option #1: Approve the plat of Sierra Woods Gardens, Unit III for recording in the Public Records (Attachment #1).

Report and Discussion

Background:

The Subdivision is a public residential subdivision and was approved by the Development Review Committee as an Administrative Streamlined Application Process (ASAP) on October 6, 2011 and June 21, 2012 (Attachments #2 and #3).

The development being platted consists of 3.66 acres containing five residential lots.

Analysis:

The Subdivision is located in Section 16, Township 1 South, Range 2 East on the west side of Louvinia Drive, approximately 0.6 mile south of the Old St. Augustine Road and Louvinia Drive intersection (Attachment #4).

The Subdivision is a re-plat of Lot 1, Block "A" and Lots 8 and 9, Block "B" of Sierra Woods, Unit I recorded in Plat Book 14, page 87 of the Public Records of Leon County. Since this will be a re-plat solely for the purpose of dividing existing lots, neither a Performance Agreement nor Maintenance Agreement is required.

The appropriate departments and agencies have reviewed and inspected the subdivision. The comments have been reviewed and approval of the plat is recommended.

Options:

1. Approve the plat of Sierra Woods Gardens, Unit III for recording in the Public Records. (Attachment # 1)
2. Do not approve the plat of Sierra Woods Gardens, Unit III.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Plat of Sierra Woods Gardens, Unit III
2. October 6, 2011 Development Review Letter
3. June 21, 2012 Development Review Letter
4. Location Map

SIERRA WOODS GARDENS, UNIT III

A REPLAT OF LOT 1, BLOCK "A",
AND LOTS 8 AND 9, BLOCK "B",
SIERRA WOODS, UNIT I, LYING IN SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA

PLAT BOOK _____, PAGE _____

DEDICATION:

STATE OF FLORIDA, COUNTY OF LEON

Know all persons by these presents that Robert A. Campbell, Jr., the owner fee simple of the lands shown hereon plotted as SIERRA WOODS GARDENS, UNIT II, and being more particularly described as follows:

BEGIN at a concrete monument (LS#2244) lying on the Westerly right of way boundary of Louisa Drive, marking the Northeast corner of Lot 1, Block "A", Sierra Woods, Unit I as recorded in Plat Book 14, Pages 67 through 83 of the Public Records of Leon County, Florida (said concrete monument also lying on a curve concave to the Easterly) and run along said right of way boundary and add curve with a radius of 1,472.29 feet, through a central angle of 08 degrees 36 minutes 40 seconds for an arc distance of 221.29 feet (the chord of said arc being South 02 degrees 55 minutes 11 seconds West 221.08 feet) to a concrete monument lying on the Northerly right of way boundary of Sierra Woods Drive; thence along said right of way boundary as follows: thence South 87 degrees 23 minutes 41 seconds West 10.47 feet to an iron rod with cap (LS#6031) marking a point of curve to the left; thence along said curve with a radius of 190.00 feet, through a central angle of 54 degrees 01 minute 15 seconds for an arc distance of 189.71 feet to a concrete monument (LS#6031); thence North 58 degrees 50 minutes 49 seconds West 10.00 feet to a concrete monument (LS#5831); thence leaving said right of way boundary and run North 71 degrees 41 minutes 11 seconds West 39.57 feet to an iron rod with cap (LS#6031); thence North 25 degrees 44 minutes 34 seconds West 53.31 feet to an iron rod with cap (LS#6031); thence North 24 degrees 36 minutes 07 seconds West 61.50 feet to an iron rod with cap (LS#5831); thence North 51 degrees 11 minutes 57 seconds West 46.79 feet; thence North 23 degrees 54 minutes 51 seconds West 42.52 feet to an iron rod with cap (LS#6031); thence South 84 degrees 52 minutes 12 seconds East 72.18 feet to an iron rod with cap (LS#5831); thence North 80 degrees 51 minutes 23 seconds East 73.50 feet to an iron rod with cap (LS#6031); thence North 87 degrees 43 minutes 07 seconds East 85.20 feet to an iron rod with cap (LS#5831); thence North 05 degrees 19 minutes 55 seconds East 52.59 feet to an iron rod with cap (LS#6031); thence North 89 degrees 35 minutes 39 seconds East 66.83 feet to the POINT OF BEGINNING, containing 1.132 acres, more or less.

ALSO:

BEGIN at an iron rod with cap (LS#5831) marking the Northeast corner of Lot 9, Block "B", Sierra Woods, Unit I as recorded in Plat Book 14, Pages 67 through 83 of the Public Records of Leon County, Florida and run South 14 degrees 02 minutes 44 seconds East 223.81 feet to an iron rod with cap (LS#5831); thence run South 52 degrees 43 minutes 33 seconds East 82.96 feet to an iron rod with cap (LS#6031); thence run South 35 degrees 30 minutes 04 seconds East 48.36 feet to an iron rod with cap (LS#5831); thence run South 78 degrees 55 minutes 22 seconds East 87.00 feet to an iron rod with cap (LS#6031); thence run North 05 degrees 02 minutes 51 seconds East 87.49 feet to an iron rod with cap (LS#5831); thence run North 72 degrees 47 minutes 54 seconds East 104.86 feet to an iron rod with cap (LS#5831); thence run North 11 degrees 58 minutes 09 seconds West 240.18 feet to an iron rod with cap (LS#6031) lying on the Southerly right of way boundary of Sierra Woods Run (60 foot radius cut-and-fill), said point also lying on a curve concave to the Northerly; thence along said right of way boundary and along said curve with a radius of 60.00 feet, through a central angle of 112 degrees 25 minutes 53 seconds for an arc distance of 131.35 feet (the chord of said arc being North 34 degrees 18 minutes 06 seconds West 106.65 feet) to an iron rod with cap (LS#5831); thence run South 77 degrees 57 minutes 37 seconds West 309.55 feet to the POINT OF BEGINNING, containing 2.529 acres, more or less.

Have caused said lands to be divided and subdivided as shown hereon and do hereby dedicate to Tiquin Electric Cooperative, Inc. the T.E.C. Utility Easement as depicted hereon.

Reserving, however, the reservation or reservations thereof should the same be resumed, disclaimed, abandoned or the use thereof discontinued as prescribed by law by the appropriate official action of the proper officials having charge or jurisdiction thereof.

This _____ day of _____, A.D., 2014

Witness: Robert A. Campbell, Jr., Owner

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Robert A. Campbell, Jr., who is personally known to me or who has produced _____ on _____ identification and did (did not) take an oath.

NOTARY PUBLIC STATE OF FLORIDA

Signature _____

Print _____

My commission expires: _____

JOINERS IN DEDICATION:
ALL PERSONS HAVING AN INTEREST IN THE PROPERTY DESCRIBED HEREON HAVE JOINED IN THIS DEDICATION AS FOLLOWS:

NAME: ANNE C. EITINGER
DATE OF JOINER: 6/27/13
OFFICIAL RECORDS BOOK 4370, PAGE 23

NAME: TALQUIN ELECTRIC COOPERATIVE, INC.
DATE OF JOINER: _____
OFFICIAL RECORDS BOOK _____, PAGE _____

ALL ENTRANCE AND LANDSCAPE EASEMENTS, COMMON AREAS AND FACILITIES AND EASEMENTS INCLUDING H.O.A. DRAINAGE EASEMENTS FOR THE PROPERTY HEREON DESCRIBED, EXCEPT FOR THE FOLLOWING: DRAINAGE AND ACCESS EASEMENTS PREVIOUSLY DEDICATED BY PLAT BOOK 14, PAGE 87, SHALL BE MAINTAINED BY THE ASSOCIATION FOR HOMEOWNERS OF SIERRA WOODS, INC., TALLAHASSEE, FLORIDA, AND LEON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF THE ABOVE.

EASEMENTS:

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICE, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

THE CONSTRUCTION OF PERMANENT STRUCTURES INCLUDING FENCES BUT EXCLUDING DRIVEWAYS, BY THE PROPERTY OWNER IS PROHIBITED WITHIN PUBLIC DRAINAGE, UTILITY AND SANITARY SEWER EASEMENTS.

PRIORITY SHALL BE GIVEN TO LEON COUNTY FOR THE USE OF THE COMBINATION DRAINAGE AND UTILITY EASEMENTS SO THAT THERE ARE NO CONFLICTS WITH THE PLACEMENT OF DRAINAGE STRUCTURES AND SYSTEM WITH THE UTILITIES.

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat.



SITE PLAN REVIEW APPROVAL:

THIS PLAT CONFORMS TO THE SITE PLAN PREVIOUSLY APPROVED UNDER THE PROVISIONS OF THE LEON COUNTY CODE OF LAWS. COMMITTEE, THIS _____ DAY OF _____, 2014.

GROWTH & ENVIRONMENTAL MANAGEMENT DEPARTMENT

COUNTY COMMISSION:

THE BOARD OF COMMISSIONERS OF LEON COUNTY, FLORIDA APPROVES AND JOINS IN DEDICATION OF THIS PLAT. THIS _____ DAY OF _____, 2014.

CHAIRPERSON _____

COUNTY ATTORNEY _____

COUNTY ENGINEER _____

CLERK OF THE CIRCUIT COURT

ACCEPTED FOR FILES AND RECORDED THIS _____ DAY OF _____, A.D. 2014, IN PLAT BOOK _____ PAGE _____

CLERK OF THE CIRCUIT COURT, LEON COUNTY, FLORIDA

CLERK'S SEAL

PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES

JAMES C. PILCHER DATE: _____
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6059

SURVEYORS NOTES:

1. ALL MEASUREMENTS ARE HORIZONTAL AND IN U.S. FEET.
2. BOUNDARY SURVEY DATE: 10/27/11.
3. INFORMATION AND BEARINGS BASED ON RECORD PLAT OF SIERRA WOODS, UNITS I AND II, AS RECORDED IN PLAT BOOK 14 PAGES 87 THROUGH 93 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND PREVIOUS SURVEY BY THIS SURVEYOR FOR SAID PLAT.
4. SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 2929, PAGE 408 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND AMENDED IN OFFICIAL RECORDS BOOK 3989, PAGE 1044.
5. SUBJECT TO MATTERS SHOWN ON PLAT BOOK 14, PAGE 87 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
6. SUBJECT TO EXISTING EASEMENTS CREATED BY PLAT OF SIERRA WOODS, UNITS I AND II AS PER MAP OR PLAT RECORDED IN PLAT BOOK 14, PAGE 87, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
7. SUBJECT TO CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3001, PAGE 951 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
8. AS PER THE LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT APPROVED SITE PLAN, LOT 2, BLOCK "B" IS SUBJECT TO THE PERMIT REQUIREMENT OF CONSTRUCTING AN EARTHEN BERM ALONG THE NORTHEASTERLY (UPHILL) SIDE OF THE EXISTING CONSERVATION EASEMENT AT THE TIME OF HOME CONSTRUCTION.

SURVEYORS CERTIFICATE:

I hereby certify that this survey was made under my responsible direction and supervision, and is a correct representation of the lands surveyed, that the permanent reference monuments and permanent control points have been set and that the survey date and monumentation complies with Chapter 177, of the Florida Statutes, and with Chapter 61G17-8 Florida Administrative Code.

George E. Gunn, Jr.
Professional Surveyor and Mapper
Florida Certificate No. 5831
Certificate of Authorization No. 7172

GUNN SURVEYING

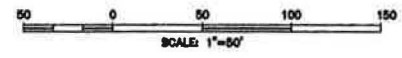
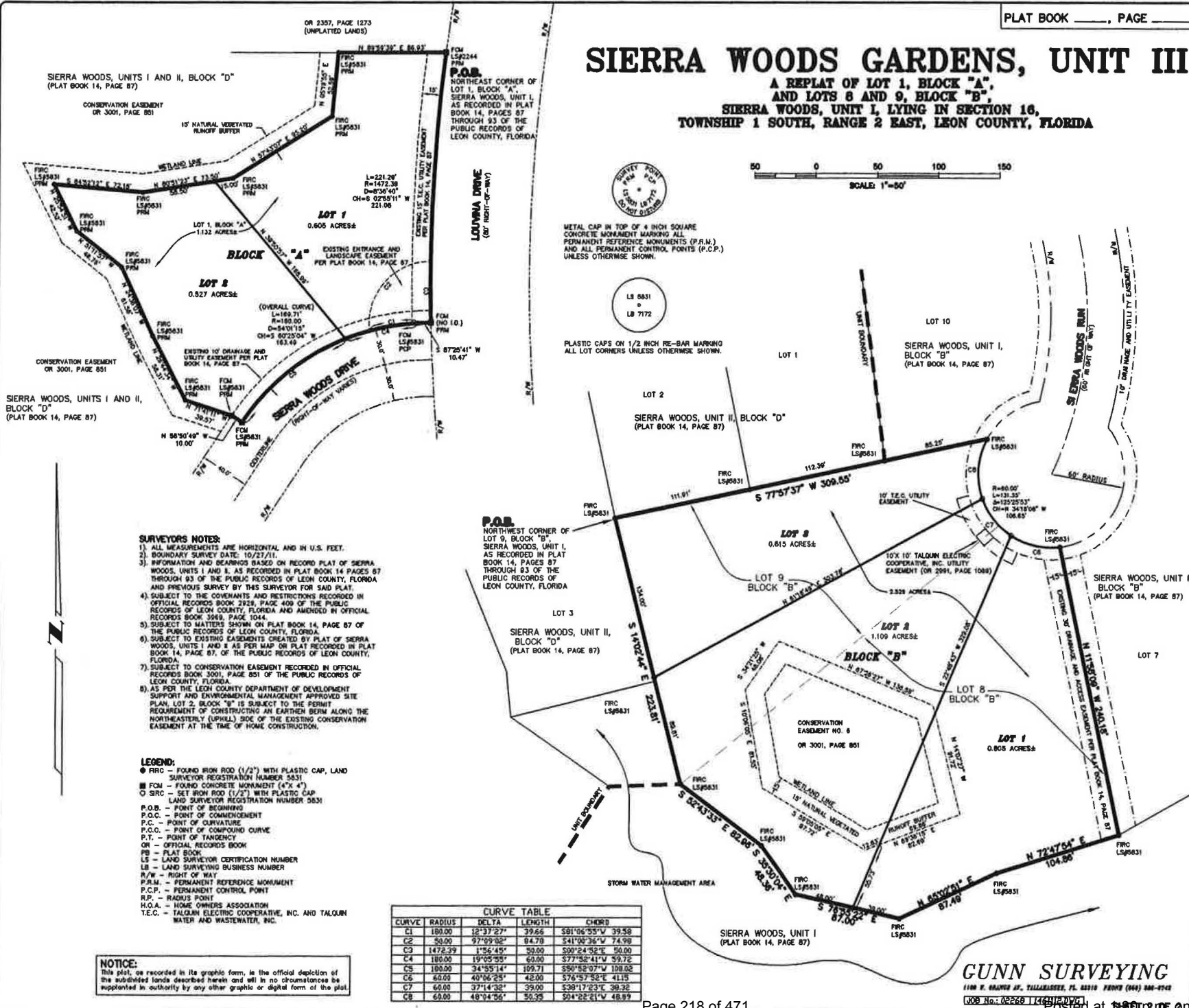
1100 N. GRADY ST., TALLAHASSEE, FL 32310 PH: (904) 800-8740

JOB No.: 0226517461102014

SHEET 1 OF 2

SIERRA WOODS GARDENS, UNIT III

A REPLAT OF LOT 1, BLOCK "A",
AND LOTS 8 AND 9, BLOCK "B",
SIERRA WOODS, UNIT I, LYING IN SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 2 EAST, LEON COUNTY, FLORIDA



METAL CAP IN TOP OF 4 INCH SQUARE CONCRETE MONUMENT MARKING ALL PERMANENT REFERENCE MONUMENTS (P.R.M.) AND ALL PERMANENT CONTROL POINTS (P.C.P.) UNLESS OTHERWISE SHOWN.

PLASTIC CAPS ON 1/2 INCH RE-BAR MARKING ALL LOT CORNERS UNLESS OTHERWISE SHOWN.

- SURVEYOR'S NOTES:**
1. ALL MEASUREMENTS ARE HORIZONTAL AND IN U.S. FEET.
 2. BOUNDARY SURVEY DATE: 10/27/11.
 3. INFORMATION AND BEARINGS BASED ON RECORD PLAT OF SIERRA WOODS, UNITS I AND II, AS RECORDED IN PLAT BOOK 14, PAGES 87 THROUGH 93 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND PREVIOUS SURVEY BY THIS SURVEYOR FOR SAID PLAT.
 4. SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 2829, PAGE 409 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND AMENDED IN OFFICIAL RECORDS BOOK 3469, PAGE 1044.
 5. SUBJECT TO MATTERS SHOWN ON PLAT BOOK 14, PAGE 87 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
 6. SUBJECT TO EXISTING EASEMENTS CREATED BY PLAT OF SIERRA WOODS, UNITS I AND II, AS PER MAP ON PLAT RECORDED IN PLAT BOOK 14, PAGE 87, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
 7. SUBJECT TO CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3001, PAGE 851 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
 8. AS FOR THE LEON COUNTY DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT APPROVED SITE PLAN, LOT 2, BLOCK "B" IS SUBJECT TO THE PERMIT REQUIREMENT OF CONSTRUCTING AN EARTHEN BERM ALONG THE NORTHEASTERLY (UPHILL) SIDE OF THE EXISTING CONSERVATION EASEMENT AT THE TIME OF HOME CONSTRUCTION.

- LEGEND:**
- FRC - FOUND IRON ROD (1/2") WITH PLASTIC CAP, LAND SURVEYOR REGISTRATION NUMBER 5831
 - FCM - FOUND CONCRETE MONUMENT (4" X 4")
 - SRC - SET IRON ROD (1/2") WITH PLASTIC CAP, LAND SURVEYOR REGISTRATION NUMBER 5831
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - P.C. - POINT OF CURVATURE
 - P.C.G. - POINT OF COMPOUND CURVE
 - P.T. - POINT OF TANGENCY
 - OR - OFFICIAL RECORDS BOOK
 - PL - PLAT BOOK
 - LS - LAND SURVEYOR CERTIFICATION NUMBER
 - LB - LAND SURVEYING BUSINESS NUMBER
 - R/W - RIGHT OF WAY
 - P.R.M. - PERMANENT REFERENCE MONUMENT
 - P.C.P. - PERMANENT CONTROL POINT
 - R.P. - RADIUS POINT
 - H.O.A. - HOME OWNERS ASSOCIATION
 - T.E.C. - TALQUIN ELECTRIC COOPERATIVE, INC. AND TALQUIN WATER AND WASTEWATER, INC.

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	180.00	12°33'27"	39.64	581°06'55" W 39.58
C2	50.00	97°09'52"	84.78	S41°00'35" W 74.98
C3	1472.39	1°56'45"	50.00	S00°24'52"E 50.00
C4	180.00	19°05'25"	60.00	S77°58'41" W 59.72
C5	180.00	34°55'14"	109.71	S80°52'07" W 108.02
C6	60.00	40°06'25"	42.00	S74°37'52"E 41.15
C7	60.00	37°14'02"	39.00	S39°17'23"E 38.28
C8	60.00	48°04'06"	50.25	S04°02'21" W 48.89

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat.

GUNN SURVEYING
1100 N. WILSON ST., TALLAHASSEE, FL 32310 PHONE (904) 886-4102
JOB No.: 02269-114631-010



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Department of Development Support
& Environmental Management
Development Services Division
Renaissance Center, 2nd floor
435 N. Macomb St
Tallahassee, FL 32301-1019
(850) 606-1300

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

NICK MADDOX
At-Large

AKIN AKINYEMI
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

October 6, 2011

JAKS Engineering
Attn: Jacob R. Jaks, P.E.
1624-A Metropolitan Blvd.
Tallahassee, FL 32308

RE: Sierra Woods Gardens Unit II
Administrative Streamlined Application Process (ASAP)
Replat of Lots 8 & 9 Block "B" Sierra Woods Subdivision
Subdivide the existing two (2) residential lots into three (3) residential lots
Parcel Number: 32-16-31- B-(008 & 009)-0
Project I.D: LSP110028

Dear Mr. Jaks:

The Department of Development Support & Environmental Management has approved the referenced Administrative Streamlined Application Process (ASAP) application. This approval allows for further subdivision of two existing residential lots 8 & 9 of Block "B" (combined acreage 2.529 acres) into three (3) single-family residential lots. Lot #1 will consist of 0.803 acres, lot #2 is proposed to be 1.066 acres and lot #3 consists of 0.660 acres.

All environmental constraints on site must be handled in a manner consistent with the Conservation Element of the Comprehensive Plan and the County Environmental Management Act. This site and development plan approval shall remain in effect until full development build-out (and until transfer of ownership of all created lots, if applicable).

A copy of the approved site plan is included for your records.

Sincerely,

Weldon Richardson,
Planner II

cc: David McDevitt, Director, Department of Development Support & Environmental Management (letter only)
Ryan Culpepper, Director, Development Services Division, DSEM (letter only)
Scott Brockmeier, Development Services Administrator, DSEM
Ryan Guffey, AICP, Concurrency Management Planner, DSEM (letter only)
Russell Snyder, Land Use Planning Division Co-Manager, PLACE
Nawfal Ezzagaghi, P.E, Environmental Services Supervisor, DSEM
Bobby Kimbro, P.E., Talquin Electric Cooperative, Inc.
Emil Brady, Senior Plans Examiner, Building & Inspection, DSEM (letter only)
Kimberly Wood, P.E. Chief of Engineering Coordination, Public Work;
Maurice Majszak, City of Tallahassee Fire Department

Replat Lots 8 & 9 Block B Sierra Woods Subdivision
ASAP Review
October 6, 2011
Page 2 of 2

Lisa Oglesby, Addressing Team Leader
Mike Waters, Leon County Property Appraiser's Office (letter only)
Robert A. Campbell, Jr., 7403 Ox Bow Circle, Tallahassee, FL 32312
Project File No.: LSP110028



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

AKIN AKINYEMI
At-Large

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

Development Support and Environmental Management
Development Services
435 N. Macomb Street
2nd Floor Renaissance Center
Tallahassee, Florida 32301
(850) 606-1300

June 21, 2012

Jacob R. Jaks, PE
Jaks Engineering, Inc.
1624-A Metropolitan Blvd.
Tallahassee, FL 32308

RE: Approval of Sierra Woods Lot 1, Block A Replat
Parcel ID #32-16-31- A-0010

Dear Mr. Jaks:

The Department of Development Support and Environmental Management has approved the referenced application. This approval allows for a two-lot split of parcel #32-16-31-A-0010, otherwise known as Lot 1, Block "A". Currently, the parcel contains 1.133 acres. When split, lot 1 will contain .605 acres with .502 acres of developable area. Lot 2 will contain .527 acres with .515 acres of developable area.

It should be noted that after this two-lot split and replat, no further subdivision shall take place within the overall subdivision. The maximum gross density permissible in the Urban Fringe land use category (1 du per 3 ac) has been reached.

Pursuant to conditions outlined by Public Works, the applicant shall provide and receive approval of a plat (replat of lot 1, Block A) prior to issuance of any building permits. In addition, the 15' vegetative buffer shall remain in place, allowing for the existing stormwater treatment method to remain unaltered. Pursuant to conditions outlined by Talquin Electric, it is advised that the developer or owner coordinate the installation of new underground electric facilities, to be installed along the northerly rights-of-way of Sierra Woods Drive to serve the new lots.

Should you require additional information or clarification on these issues, please contact me at (850) 606-1300 or email: urbachs@leoncountyfl.gov

Sierra Woods Lot 1, Block A Replat
PID# 32-16-31- A-0010
Site Plan No. LSP120007

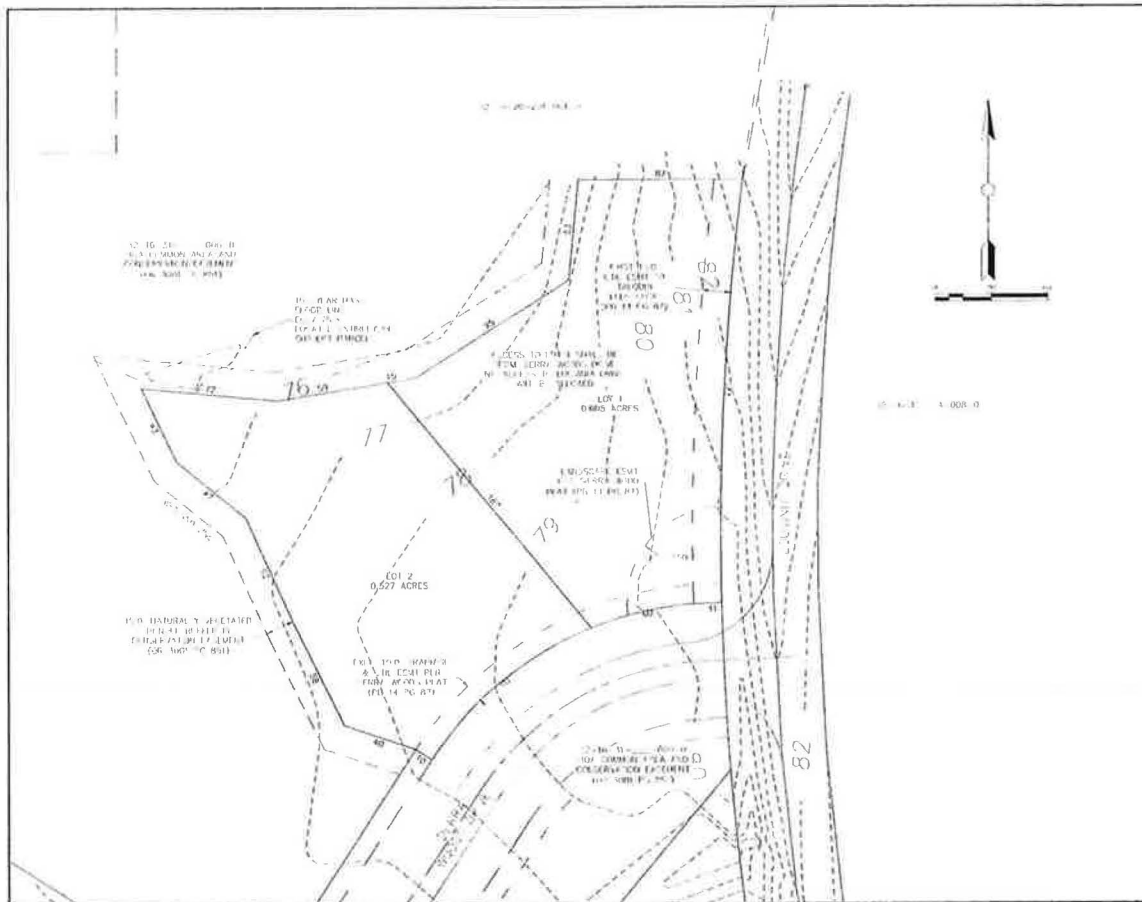
2 of 2

Sincerely,

Shawn Urbach
Planner I
Development Services

Enclosure

cc: Robert A. Campbell, Jr., Applicant, 7403 Ox Bow Cir., Tallahassee, FL 32312
Nawfal Ezzagghi, PE, Environmental Compliance Supervisor, DSEM
Kimberly Wood, PE, Chief of Engineering Coordination, Public Works
Russell Snyder, Land Use Division Chief, TLCPD
Ryan Guffey, Concurrency Management Planner, DSEM
Alex Mahon, Environmental Health Department
Gary Donaldson, Senior Fire Plans Examiner, COTFD
RaSarah Browder, Talquin Development Coordinator, Talquin Electric



General Notes:

DEVELOPMENT AREA FOR LOT 1

DATE: 5/15/2012

SCALE: 1" = 400'

THE ABOVE NOTES AND CONDITIONS DO NOT CONSTITUTE AN ASSURANCE OF ACCURACY OR COMPLETION OF THE PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

No.	Revisions/Notes	Date

Sierra Woods and Associates

JAKS ENGINEERING

1100 N. 10th Street, Suite 100
Tulsa, Oklahoma 74104
Tel: 918.439.1234
Fax: 918.439.1235
www.jaks-engineering.com

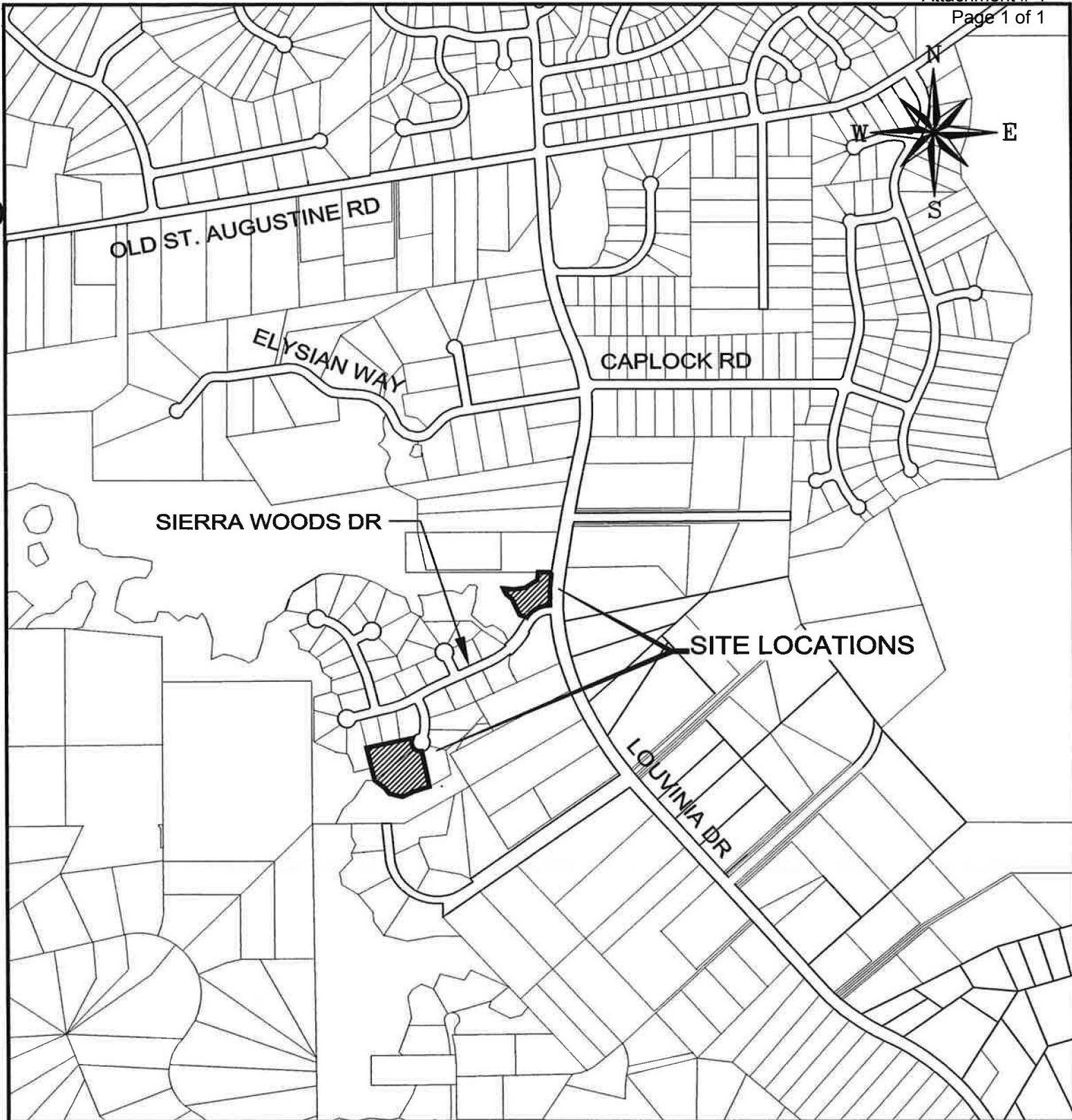
SIERRA WOODS GARDENS UNIT III
A REPLAT OF LOT 1 BLOCK B
SIERRA WOODS SUBDIVISION
DETAIL SITE PLAN

Project: 11-004
Date: 5/15/2012
Scale: 1" = 400'

2 OF 2

RECORD IN JAKS TO BE F. 15003

C:\Users\jwong\Documents\2012\11004\11004.dwg, SITE_2012.dwg, 11/15/2012 2:28:39 PM



LOCATION MAP

NOT TO SCALE

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Construction Agreement with the Florida Department of Transportation for Leon County Facility Guide Sign Installations on State-Maintained Roads

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, Engineering Services
Lead Staff/ Project Team:	Felton Ard, P.E., Senior Design Engineer

Fiscal Impact:

This item has a fiscal impact. The installation and associated long-term maintenance costs will be covered in the Operations Division's current operating budget.

Staff Recommendation:

Option # 1: Approve the Construction Agreement with Florida Department of Transportation for the installation of Facility Guide Signs on State-maintained roads (Attachment #1), and authorize the County Administrator to execute, in a form approved by the County Attorney.

Report and Discussion

Background:

In order to enhance and standardize the signage associated with various Leon County facilities, staff was tasked with developing a uniform scheme of Facility Guide Signage. The proposed signs were designed to improve directional signage to County facilities on Florida Department of Transportation (FDOT) highways, and provide directions to libraries, community centers, and greenways.

While most of the signs associated with these facilities will be placed on local roads, the first facility to receive these new signs will be the Woodville Library and Community Center. Placing the new signs on Woodville Highway, which is maintained by FDOT, requires approval of a Construction Agreement between Leon County and FDOT.

Analysis:

Each sign placed in FDOT right-of-way requires an agreement with FDOT. The County Attorney determined that the agreements will be on a case-by-case basis. The Board will see future agendas for additional sign placement along the FDOT right-of-way, as they are identified.

Once the signs are installed, the County will provide all maintenance necessary in accordance with the agreement.

Options:

1. Approve the Construction Agreement with Florida Department of Transportation for the installation of Facility Guide Signs on State-maintained roads (Attachment #1), and authorize the County Administrator to execute, in a form approved by the County Attorney.
2. Do not approve the Construction Agreement with Florida Department of Transportation for the installation of Facility Guide Signs on State-maintained roads.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Draft Construction Agreement

Construction Agreement

(SIGNS)

THIS CONSTRUCTION AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida Department of Transportation, _____ (Address) _____ (hereinafter referred to as the "DEPARTMENT") and _____, _____ (Address) _____ (hereinafter referred to as the "Construction Coordinator").

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a developer or property owner to finance, construct, and improve public transportation facilities; and

WHEREAS, the DEPARTMENT is authorized pursuant to Section 316.0745, Florida Statutes, and 14-51.043, Florida Administrative Code, to regulate traffic signals, devices, and place name signs; and

WHEREAS, the Construction Coordinator proposes to construct certain improvements to SR _____ Section _____ Subsection _____ from Beginning P _____ to End P _____ Local Name _____ located in _____ County (hereinafter referred to as the "Project"); and

WHEREAS, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of and maintained by the Construction Coordinator.

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of see attached exhibit A scope of services/special provisions

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Federal Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, the DEPARTMENT Plans/Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Rule 14-51, Florida Administrative Code, and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within the DEPARTMENT'S right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13, the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing the DEPARTMENT'S right of way and the Construction Coordinator's performance of the Project. Such an amount

shall be carried in a minimum amount of not less than _____ and 00/100 Dollars (\$_____) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than _____ and 00/100 Dollars (\$_____) for property damage, or a combined coverage of not less than _____ and 00/100 Dollars (\$_____. Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a local government agency they will be exempt from these requirements.

5. The Construction Coordinator shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT'S standard specifications section 102. The Construction Coordinator is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require prior approval by the DEPARTMENT before implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities both aerial and underground, and that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to the Construction Coordinator except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in the DEPARTMENT'S right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect or performance of this Agreement including, but not limited to, the Construction Coordinator's use, occupancy or possession of the DEPARTMENT'S right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, the Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within _____ days of the date of the last signature affixed to this Agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. Upon completion of the Project identified in Exhibit A, the Construction Coordinator shall assume responsibility for maintenance of the Project and shall maintain the Project in accordance to the standards provided in paragraph two (2). The Construction Coordinator shall also be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and engineering certification that construction was completed in accordance to the plans prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from the DEPARTMENT'S right of way and shall restore those portions of the DEPARTMENT'S right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of the DEPARTMENT'S right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged

agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. The Construction Coordinator shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Construction Coordinator during the term of the Contract to perform duties within Florida and
2. all persons, including subcontractors, assigned by the Construction Coordinator to perform work pursuant to the Contract with the Department.

31. It is understood between the parties hereto that any part of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the DEPARTMENT. The DEPARTMENT shall give the Construction Coordinator notice regarding such removal, relocation or adjustment and the Construction Coordinator shall be allowed sixty (60) calendar days to remove all or part of the Project at its own cost. The Project shall own that part of the Project it removes. After the sixty (60) calendar day's removal period, the DEPARTMENT may remove, relocate or adjust the Project as it deems best. Whenever the Construction Coordinator removes a Project pursuant to this Agreement, the Construction Coordinator shall restore the surface of the affected portion of the Project's premises to the same safe and trafficable condition as existed prior to installation of such Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION COORDINATOR CONTACT INFORMATION

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Name _____ Title _____
Office No. _____ Cell _____ Email _____

Main address _____

IN WITNESS WHEREOF, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

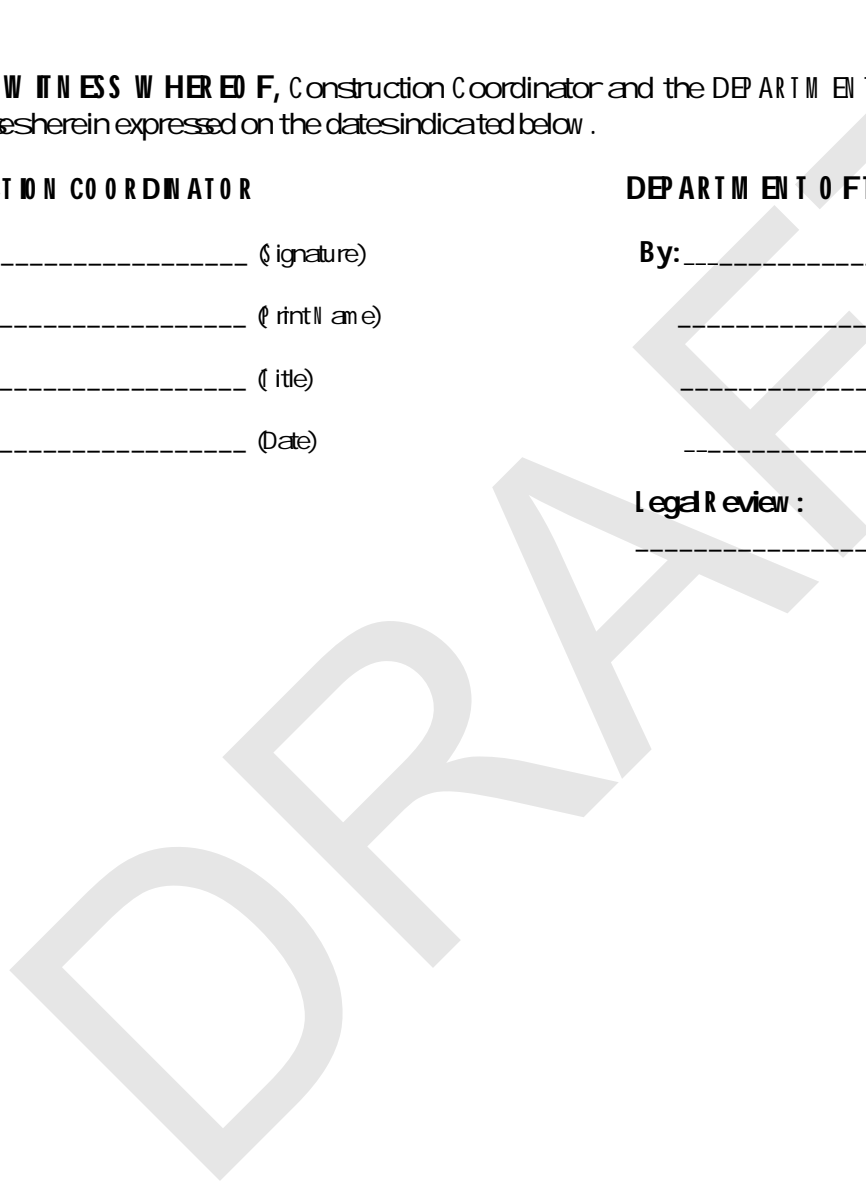
CONSTRUCTION COORDINATOR

By: _____ (Signature)
_____ (Print Name)
_____ (Title)
_____ (Date)

DEPARTMENT OF TRANSPORTATION

By: _____ (Signature)
_____ (Print Name)
_____ (Title)
_____ (Date)

Legal Review : _____



**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Position Reclassification and Staffing Realignment within the Division of Operations

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Dale Walker, Director of Operations

Fiscal Impact:

This item has no fiscal impact. There is sufficient funding and resources existing within the Division of Operations FY 2014 Operating Budget.

Staff Recommendation:

Option #1: Approve the position reclassification and staffing realignments within the Division of Operations.

Report and Discussion

Background:

As part of the FY 2014 budget process, the Division of Operations was approved to implement a request to realign staffing and resources within the Division. The realignment was proposed in an effort to increase operating efficiencies while at the same time reducing operating costs. One of the major factors necessitating the realignment was a dramatic increase in landscape area maintenance associated with projects on Bucklake Road, Mahan Drive, and Capital Circle NW/SW. These projects far exceeded the Division's overly extended landscape maintenance resources. To help meet this new demand, the Division looked to areas where demands on available resources were not as high and identified the Division's Transportation Program.

Specifically, it was determined that workload demands on the Division's Private Road Repair Crew had never reached the levels anticipated prior to implementation of the Private Road Preventative Maintenance and Repair Program. In addition, with the sunset of the Open Grade Hot Mix Program, the crew responsible for activities associated with the Program was left with primarily performing maintenance activities rather than the much heavier construction activities. After a thorough analysis of the two crews and their associated activities, it was determined that the Open Grade Hot Mix Repair Crew could perform the duties of both crews with only minimal support from other program areas when needed.

In summary, utilizing existing personnel and funding, the realignment resulted in the creation of one fully equipped Landscape Area Maintenance Crew, as well as one fully equipped Boom Mower Crew to support landscape and right-of-way maintenance activities within the Division of Operations. Cost savings after creation of the crews included approximately \$8,000 in recurring equipment operating costs, \$50,000 in recurring personnel costs, and one-time equipment buy-back savings of approximately \$75,000.

Analysis:

With the requested FY 2014 budget realignment now implemented, it has become apparent that additional opportunities exist to even further increase operating efficiencies within the Division. The primary opportunity consists of reclassifying an existing, currently vacant, Service Worker position (position #2310-23, pay grade 73, with minimum hourly pay rate of \$8.23) to a Maintenance & Construction Supervisor position (pay grade 85, with a minimum hourly pay rate of \$17.04). This reclassification would allow for a more even and manageable distribution of staffing and resources between the Division's Maintenance & Construction Supervisors. This, in return, would allow the Division's Maintenance & Construction Supervisors to spend more time on project planning, direct supervision of crews, follow up with citizens, and perform data input and quality control checks.

An analysis of the Division's current Operating Budget and existing resources reveals that the proposed position reclassification and staffing realignment could be performed without any budgetary increase.

Options:

1. Approve the position reclassification and staffing realignments within the Division of Operations.
2. Do not approve the position reclassification and staffing realignments within the Division of Operations.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County Board of County Commissioners

Cover Sheet for Agenda #13

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of a First Amendment to the Agreement with Advon Corporation for the Miccosukee Community Park Improvements

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation

Fiscal Impact:

This item has a fiscal impact and funding is available. The proposed Amendment increases the original Agreement amount by 13.18%, which equates to a \$71,452 increase. Funding is available in the existing FY 2014 capital project budget for Miccosukee Community Park.

Staff Recommendation:

Option #1: Approve the First Amendment to the Agreement with Advon Corporation for the Miccosukee Community Park Improvements (Attachment #1), and authorize the County Administrator to execute.

Report and Discussion

Background:

The First Amendment to the Agreement recommends a 13.18% increase over the original bid price due to cost increases associated with the almost 12-month delay in proceeding with the construction.

At the March 9, 2011 Board meeting, students Haley Helms and Emma Montgomery approached the Board about making improvements to the Miccosukee softball field. Consequently, staff was directed to assess the existing playing surfaces at Miccosukee Park and make recommendations for funding allocations within the Capital Improvement Program for FY12. Upon final adoption of the FY11/12 budget, the Board allocated an additional \$589,000 toward the renovation of Miccosukee Park ball fields bringing the allocated total to \$820,668.

It was originally anticipated that the project would begin in June 2012. Unfortunately, due to unforeseen issues regarding a water source and the need to sink a new well, the project had to be pushed back a year in order for the issues to be resolved and to not disrupt the 2013 Little League schedule.

Anticipating the close of the 2013 Little League season, the project was bid in April and awarded to the Advon Corporation at the July 9, 2013 Board meeting (Attachment #2). On August 5, 2013, Engineering staff, together with Parks & Recreation staff, held the pre-construction meeting. Pursuant to an interlocal agreement with the School Board, the County operates the park on School Board property. The interlocal agreement requires formal approval for the construction from Leon County Schools.

On August 12, 2013, Parks and Recreation staff met with representatives from Leon County Schools showing them the plans for construction and seeking formal authorization to proceed. The following day, staff was notified that Leon County Schools was not in agreement with the proposed plans; especially, with regard to the identified conservation easement that was established as part of the permitting requirements and process, and that formal authorization would not be granted unless alternatives to the conservation easement could be achieved.

On August 14, 2013, the County's Director of Engineering sent a letter to Advon advising them that the Notice to Proceed could not be issued until such time the County and Leon County Schools could resolve the raised concerns. The letter further stated that any further work on this project should be halted until otherwise instructed.

Throughout September and October 2013, County Administration, the Division of Engineering, Development Services and Environment Management (DSEM), and Parks & Recreation staff worked with Leon County Schools on a solution. Ultimately, the conservation easement was moved to adjacent County-owned property, and the plans were redrawn to reflect that change.

On November 8, 2013, staff received formal notification that Leon County School Board supported the improvements to the Miccosukee Community Park with the changes that had been made (Attachment #3). With formal approval provided, DSEM was able to continue the Environmental Management Permit (EMP) review process, and approval was granted on December 27, 2013.

Analysis:

Engineering and Parks & Recreation staff worked with Advon Corporation to contemplate alternative scenarios for commencing construction and conducting Little League activities concurrently; in the end, due to the level of participation at the park, it was not feasible to pursue this approach. Hence, construction will commence June 1, 2014, after the season is complete.

At staff's request, Advon reviewed its bid to determine whether the project could still come in at the original cost, given the 12-month delay. On February 13, 2014, Advon provided staff a revised construction pay item sheet accounting for a 12-month escalation; the original construction pay item sheet was provided, as well, for comparison purposes (Attachment #4). The revised sheets reflect a 13.18% cost escalation, which equates to a \$71,452 increase in contract price.

Parks & Recreation staff consulted with Purchasing and asked them to review the cost escalation sheets.. Purchasing staff concluded that 51% of the increase was tied to fuel increases associated with the excavation and hauling of earthwork. After full review of the pay item sheets, Purchasing staff agrees with the proposed Amendment to the Agreement in lieu of rebidding the project.

The proposed First Amendment to the Agreement/increase would bring the total, revised contract price to \$613,392. This revised price is still \$111,905 under the second lowest bidder, Florida Developers, Inc. that bid \$725,297.

Staff is recommending the Board approve the First Amendment to the Agreement by the 13.18%. If approved by the Board, construction would commence on June 1, 2014, immediately following the Little League season.

Options:

1. Approve the First Amendment to the Agreement with Advon Corporation for the Miccosukee Park Improvements (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the First Amendment to the Agreement with Advon Corporation for the Miccosukee Park Improvements.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Proposed Contract Amendment
2. July 9, 2013 Board Item
3. Leon County Schools Letter of Support
4. Construction Pay Item Sheets

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT dated July 25, 2013, is made as of the 11th day of March, 2014, by and between LEON COUNTY FLORIDA, a political subdivision of the State of Florida ("County") and ADVON CORPORATION, a Florida corporation ("Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an Agreement dated July 25, 2013 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to provide for a cost increase due to a twelve month delay based upon unexpected delays both in permitting and scheduled Little League Seasons.

NOW, THEREFORE, for an in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

I. Section 1, Services to be Provided, is hereby revised to read:

The Contractor hereby agrees to provide to the County the following services related to Miccosukee Community Park Improvements in accordance with: 1) Miccosukee Community Park Improvements, Bid# BC-05-30-13-44 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; 2) the Contractor's bid submission, which is attached hereto and incorporated herein as Exhibit B, to the extent that it is not inconsistent with this Agreement or with Exhibit A and Exhibit C, Revised Rate and Pricing Information.

II. Section 4, Contract Sum, is hereby revised to read:

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for a total sum of \$613,392.00 on completion of the work and acceptance as satisfactory.

III. This agreement is revised to add Exhibit C, Revised Rate & Pricing Information, attached hereto, to this agreement.

IV. All other terms and conditions of the aforesaid Agreement dated July 25, 2013, not inconsistent with the provisions hereof, shall remain in full force and effect.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this First Amendment as of the date first written above.

LEON COUNTY, FLORIDA

ADVON CORPORATION

BY: _____
Vincent S. Long
County Administrator

BY: _____
President or Authorized Designee

DATE: _____

DATE _____

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

BY: _____

Approved as to Form:
County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.

Miccosukee Park
Construction Pay Item Sheet
Revised For 12 Months Escalation
01 June 2014 NTP

ADVON Corporation

Description	Qty	Unit	Unit Price	Cost
Insurance and Bonds	1	LS	\$ 15,003.00	\$ 15,003.00
Submittals & Subcontract Procurement	1	LS	\$ 3,950.00	\$ 3,950.00
Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
Ins./Bonds/ Mobilization Sub Total				\$ 28,953.00

1 Earthwork

a. Excavation (haul off)	3,879	CY	\$ 13.22	\$ 51,281.71
b. Fill	1,975	CY	\$ 13.22	\$ 26,110.18

Earthwork Sub Total				\$ 77,391.89
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2 Demolition

a. Construction Entrance	1	LS	\$ 2,203.39	\$ 2,203.39
b. Staked Type IV Silt Fence W/ Hay Bales	1,180	LF	\$ 3.53	\$ 4,160.00
c. Fence Removal	606	LF	\$ 5.51	\$ 3,338.14
d. Clear and Grub	3.7	AC	\$ 3,305.09	\$ 12,228.82
e. Concrete removal (sidewalk, hc parking and flumes)	157	SY	\$ 13.22	\$ 2,075.59
f. Tree Protection	440	LF	\$ 2.75	\$ 1,211.86

Demolition Sub Total				\$ 25,217.81
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3 Sports Fields

a. Four inches of sand mixed with three inches of existing soil for root zone mix	1,317	CY	\$ 68.66	\$ 90,422.74
b. Tiftway Sod	11,846	SY	\$ 2.97	\$ 35,236.62
c. Irrigation System	1	LS	\$ 17,400.18	\$ 17,400.18
d. Clay infield (6") Incl. ptcher's mound & batter's boxes	291	CY	\$ 158.64	\$ 46,165.44
e. Field Underdrain	360	LF	\$ 11.02	\$ 3,966.10
f. Well installation	1	LS	\$ 35,984.67	\$ 35,984.67

Sports Field Sub Total				\$ 229,175.75
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4 Misc

a. Electrical/Lighting	1	LS	\$ 139,303.86	\$ 139,303.86
b. Bermuda Sod	23,000	SF	\$ 0.35	\$ 8,057.80
c. Six foot chain link fencing	524	LF	\$ 12.94	\$ 6,783.14
d. Eight foot chain link fencing	706	LF	\$ 17.08	\$ 12,055.85
e. Eight foot chain link fencing 10' gate	2	EA	\$ 523.31	\$ 1,046.61
f. Eight foot chain link fencing 12' gate	3	EA	\$ 545.34	\$ 1,636.02
g. Six foot chain link fencing 5' gate	4	EA	\$ 302.97	\$ 1,211.86
h. Four foot hog wire fence	286	LF	\$ 3.25	\$ 929.83
i. Concrete Pads	125	SY	\$ 31.33	\$ 3,916.53
j. Backstops	2	EA	\$ 7,216.65	\$ 14,433.31
k. Handicap Parking concrete pad	65	SY	\$ 48.12	\$ 3,127.71
l. Concrete sidewalk	117	SY	\$ 35.44	\$ 4,146.78
m. Tree plantings (1" caliper Live Oaks)	10	EA	\$ 87.58	\$ 875.85
n. Handicap striping, signage, and Conc. bumper block	1	LS	\$ 1,075.25	\$ 1,075.25

Misc Sub Total				\$ 198,600.41
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5 Storm Sewer

a. Sand filter	130	LF	\$ 132.20	\$ 17,186.45
b. Concrete Weir	55	SY	\$ 137.71	\$ 7,574.16
c. Concrete paved ditch	204	SY	\$ 50.68	\$ 10,338.31
d. Type C Inlet	2	EA	\$ 2,313.56	\$ 4,627.12
e. 18" RCP	59	LF	\$ 38.56	\$ 2,275.00
f. 18" Concrete MES with energy disapator	2	EA	\$ 1,713.14	\$ 3,426.27
g. 15" ADS Pipe	40	LF	\$ 37.46	\$ 1,498.31
h. 15" Concrete MES	1	EA	\$ 969.49	\$ 969.49
i. Rip rap areas	7	TN	\$ 110.17	\$ 771.19

Storm Sewer Sub Total				\$ 48,666.29
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Subtotal Items 1-5

LC-01 Survey Layout & Record Drawings	1	LS	\$ 5,387.29	\$ 5,387.29
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Total Construction Cost Estimate				\$ 613,392
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- 1a Includes pond excavation, cutting four inches below proposed grade on area to be sodded with tiftway sod and six inches below proposed clay infield areas
 1b Includes pond berm, and filling areas to within four inches on area to be sodded with tiftway sod and six inches on clay infield area.
 4b Includes all disturbed area not receiving tiftway sod
 4i Includes bleacher pads and dugout pads
 5b Includes inlet structure, overflow weir, 18" piping and riprap rubble
 5i Includes Rip Rap at both 18" MES and 12x14 sidebank reinforcement
 All quantities are in place

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

July 9, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Agreement Awarding Bid to Advon Corporation in the Amount of \$541,940 for the Construction of the Miccosukee Community Park Improvement Project

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park P.E, Director of Public Works & Community Development Kathy Burke, P.E., Director of Engineering Services
Lead Staff/ Project Team:	Kim Wood, P.E., Chief of Engineering Coordination

Fiscal Impact:

This item has a fiscal impact. Funding for this project is available in the FY 2013 Capital Improvement Projects budget for Miccosukee Community Park.

Staff Recommendation:

Option #1: Approve the Agreement awarding bid to Advon Corporation in the amount of \$541,940 for the construction of the Miccosukee Community Park Improvement Project (Attachment #1), and authorize the County Administrator to execute.

Title: Approval of Agreement Awarding Bid to Advon Corporation in the Amount of \$541,940 for the Construction of the Miccosukee Community Park Improvement Project
July 9, 2013
Page 2

Report and Discussion

Background:

At the March 9, 2011 Board meeting, students Haley Helms and Emma Montgomery approached the Board about making improvements to the Miccosukee softball field. Consequently, staff was directed to assess the existing playing surfaces at Miccosukee Park and make recommendations for funding allocations within the Capital Improvement Program for FY12. Upon final adoption of the FY11/12 budget, the Board allocated an additional \$589,000 toward the renovation of Miccosukee Park ball fields bringing the allocated total to \$820,668.

It was originally anticipated that the project would begin in June 2012, immediately following the Little League season. Unfortunately, due to unforeseen issues regarding a water source and the need to sink a new well, the project had to be pushed back a year in order for the issues to be resolved and to not disrupt the 2013 Little League schedule.

Anticipating the close of the 2013 Little League season, the project was bid in April, so that the extensive renovations could begin immediately following the end-of-season tournaments.

Analysis:

The Invitation to Bid (ITB) for the Miccosukee Community Park Improvement Project was advertised locally on April 28, 2013. A copy of the ITB is available at the Department of Public Works and/or the Division of Purchasing. A total of 289 vendors were notified through the automated procurement system. Forty-five vendors requested bid packages, and the County received five bids on May 30, 2013. The five bidders were Advon Corporation, Florida Developers, Inc., Council Contracting, Inc., Allen's Excavation, Inc., and North Florida Asphalt, Inc.

The lowest responsive bidder is Advon Corporation for a total bid price of \$541,940 (Attachment #2). The following table summarizes the bids.

Company	Total
Advon Corporation	\$541,940
Florida Developers, Inc.	\$725,297
Council Contracting, Inc.	\$727,527
Allen's Excavation, Inc.	\$746,877
North Florida Asphalt, Inc.	\$994,188

Although there is a significant difference between the low bidder and the second lowest bidder, staff and the design consultant have reviewed the unit bid prices and have determined they are in line with the engineer's estimated opinion of cost.

The MWSBE Division reviewed the MWBE participation plans for the five bids to determine if the Aspirational Targets, of 17% MBE and 9% WBE, for this project were met. All, but Advon Corporation, did meet their Aspirational Targets; however, the Good Faith Effort form was completed as required by Policy 96-1 "Purchasing and Minority, Women and Small Business Enterprise Policy."

Title: Approval of Agreement Awarding Bid to Advon Corporation in the Amount of \$541,940 for the Construction of the Miccosukee Community Park Improvement Project
July 9, 2013
Page 3

Options:

1. Approve the Agreement awarding bid to Advon Corporation in the amount of \$541,940 for the construction of the Miccosukee Community Park Improvement Project, and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Advon Corporation in the amount of \$541,940 for the construction of the Miccosukee Community Park Improvement Project.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Draft Agreement with Advon Corporation
2. Bid Tabulation Sheet
3. MWBE Analysis

VSL/TP/KB/KW/djw

BOARD CHAIR
Georgia "Joy" Bowen

BOARD VICE CHAIR
Maggie B. Lewis-Butler



BOARD MEMBERS
Dee Crumpler
DeeDee Rasmussen
Forrest Van Camp

SUPERINTENDENT
Jackie Pons

November 8, 2013

Ms. Leigh Davis
Parks & Recreation Director
Leon County
Department of Public Works
2280 Miccosukee Rd.
Tallahassee, FL 32308

RE: Support of Ball Field Improvements\Miccosukee Park

Dear Ms. Davis:

Leon County School Board proudly supports the ball field improvements at the Old Concord school site (Miccosukee Park) by Leon County Parks & Recreation Department. With the continued cooperation of local governments to use limited resources to provide the programs and the infrastructure that improves the life styles for all the citizens of Leon County in a win/win for both governmental agencies.

Leon County School Board has and will continue to support Leon County and request continued support from Leon County for the development of Leon County School owned properties.

Sincerely,

Daniel Allbritton
Director of Construction

Ricky Bell
Director of Interdivisional Support Services

DIVISION OF FACILITIES - DEPARTMENT OF CONSTRUCTION
3420 West Tharpe Street • Tallahassee, Florida 32303-1138 • Phone (850) 617-5907 • Fax (850) 617-5901 • www.leonschools.net

"Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, or disability."

Building the Future Together

Micosukee Park
Construction Pay Item Sheet
Revised For 12 Months Escalation
01 June 2014 NTP

ADVON Corporation

Description	Qty	Unit	Unit Price	Cost
Insurance and Bonds	1	LS	\$ 15,003.00	\$ 15,003.00
Submittals & Subcontract Procurement	1	LS	\$ 3,950.00	\$ 3,950.00
Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
Ins./Bonds/ Mobilization Sub Total				\$ 28,953.00

1 Earthwork

a. Excavation (haul off)	3,879	CY	\$ 13.22	\$ 51,281.71
b. Fill	1,975	CY	\$ 13.22	\$ 26,110.18

Earthwork Sub Total				\$ 77,391.89
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2 Demolition

a. Construction Entrance	1	LS	\$ 2,203.39	\$ 2,203.39
b. Staked Type IV Silt Fence W/ Hay Bales	1,180	LF	\$ 3.53	\$ 4,160.00
c. Fence Removal	606	LF	\$ 5.51	\$ 3,338.14
d. Clear and Grub	3.7	AC	\$ 3,305.09	\$ 12,228.82
e. Concrete removal (sidewalk, hc parking and flumes)	157	SY	\$ 13.22	\$ 2,075.59
f. Tree Protection	440	LF	\$ 2.75	\$ 1,211.86

Demolition Sub Total				\$ 25,217.81
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3 Sports Fields

a. Four inches of sand mixed with three inches of existing soil for root zone mix	1,317	CY	\$ 68.66	\$ 90,422.74
b. Tiftway Sod	11,846	SY	\$ 2.97	\$ 35,236.62
c. Irrigation System	1	LS	\$ 17,400.18	\$ 17,400.18
d. Clay infield (6") Incl. ptcher's mound & batter's boxes	291	CY	\$ 158.64	\$ 46,165.44
e. Field Underdrain	360	LF	\$ 11.02	\$ 3,966.10
f. Well installation	1	LS	\$ 35,984.67	\$ 35,984.67

Sports Field Sub Total				\$ 229,175.75
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4 Misc

a. Electrical/Lighting	1	LS	\$ 139,303.86	\$ 139,303.86
b. Bermuda Sod	23,000	SF	\$ 0.35	\$ 8,057.80
c. Six foot chain link fencing	524	LF	\$ 12.94	\$ 6,783.14
d. Eight foot chain link fencing	706	LF	\$ 17.08	\$ 12,055.85
e. Eight foot chain link fencing 10' gate	2	EA	\$ 523.31	\$ 1,046.61
f. Eight foot chain link fencing 12' gate	3	EA	\$ 545.34	\$ 1,636.02
g. Six foot chain link fencing 5' gate	4	EA	\$ 302.97	\$ 1,211.86
h. Four foot hog wire fence	286	LF	\$ 3.25	\$ 929.83
i. Concrete Pads	125	SY	\$ 31.33	\$ 3,916.53
j. Backstops	2	EA	\$ 7,216.65	\$ 14,433.31
k. Handicap Parking concrete pad	65	SY	\$ 48.12	\$ 3,127.71
l. Concrete sidewalk	117	SY	\$ 35.44	\$ 4,146.78
m. Tree plantings (1" caliper Live Oaks)	10	EA	\$ 87.58	\$ 875.85
n. Handicap striping, signage, and Conc. bumper block	1	LS	\$ 1,075.25	\$ 1,075.25

Misc Sub Total				\$ 198,600.41
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5 Storm Sewer

a. Sand filter	130	LF	\$ 132.20	\$ 17,186.45
b. Concrete Weir	55	SY	\$ 137.71	\$ 7,574.16
c. Concrete paved ditch	204	SY	\$ 50.68	\$ 10,338.31
d. Type C Inlet	2	EA	\$ 2,313.56	\$ 4,627.12
e. 18" RCP	59	LF	\$ 38.56	\$ 2,275.00
f. 18" Concrete MES with energy disapator	2	EA	\$ 1,713.14	\$ 3,426.27
g. 15" ADS Pipe	40	LF	\$ 37.46	\$ 1,498.31
h. 15" Concrete MES	1	EA	\$ 969.49	\$ 969.49
i. Rip rap areas	7	TN	\$ 110.17	\$ 771.19

Storm Sewer Sub Total				\$ 48,666.29
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Subtotal Items 1-5

LC-01 Survey Layout & Record Drawings	1	LS	\$ 5,387.29	\$ 5,387.29
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Total Construction Cost Estimate				\$ 613,392
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- 1a Includes pond excavation, cutting four inches below proposed grade on area to be sodded with tiftway sod and six inches below proposed clay infield areas
 1b Includes pond berm, and filling areas to within four inches on area to be sodded with tiftway sod and six inches on clay infield area.
 4b Includes all disturbed area not receiving tiftway sod
 4i Includes bleacher pads and dugout pads
 5b Includes inlet structure, overflow weir, 18" piping and riprap rubble
 5i Includes Rip Rap at both 18" MES and 12x14 sidebank reinforcement
 All quantities are in place

Description	Qty	Unit	Unit Price	Cost
Insurance and Bonds	1	LS	\$ 15,003.00	\$ 15,003.00
Submittals & Subcontract Procurement	1	LS	\$ 3,950.00	\$ 3,950.00
Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
Item Subtotal				\$ 28,953.00
1 Earthwork				
a. Excavation (haul off)	3,879	CY	\$ 6.29	\$ 24,418.24
b. Fill	1,975	CY	\$ 7.45	\$ 14,712.42
Earthwork Sub Total				\$ 39,130.66
2 Demolition				
a. Construction Entrance	1	LS	\$ 2,098.33	\$ 2,098.33
b. Staked Type IV Silt Fence W/ Hay Bales	1,180	LF	\$ 3.36	\$ 3,961.64
c. Fence Removal	606	LF	\$ 5.25	\$ 3,178.97
d. Clear and Grub	3.7	AC	\$ 3,147.49	\$ 11,645.72
e. Concrete removal (sidewalk, hc parking and flumes)	157	SY	\$ 12.59	\$ 1,976.62
f. Tree Protection	440	LF	\$ 2.62	\$ 1,154.08
Demolition Sub Total				\$ 24,015.36
3 Sports Fields				
a. Four inches of sand mixed with three inches of existing soil for root zone mix	1,317	CY	\$ 65.38	\$ 86,111.16
b. Tiftway Sod	11,846	SY	\$ 2.83	\$ 33,556.45
c. Irrigation System	1	LS	\$ 15,632.54	\$ 15,632.54
d. Clay infield (6") Incl. ptcher's mound & batter's boxes	291	CY	\$ 151.08	\$ 43,964.16
e. Field Underdrain	360	LF	\$ 10.49	\$ 3,776.99
f. Well installation	1	LS	\$ 31,153.87	\$ 31,153.87
Sports Field Sub Total				\$ 214,195.17
4 Misc				
a. Electrical/Lighting	1	LS	\$ 132,194.63	\$ 132,194.63
b. Bermuda Sod	23,000	SF	\$ 0.31	\$ 7,239.23
c. Six foot chain link fencing	524	LF	\$ 12.33	\$ 6,459.70
d. Eight foot chain link fencing	706	LF	\$ 16.26	\$ 11,481.00
e. Eight foot chain link fencing 10' gate	2	EA	\$ 498.35	\$ 996.71
f. Eight foot chain link fencing 12' gate	3	EA	\$ 519.34	\$ 1,558.01
g. Six foot chain link fencing 5' gate	4	EA	\$ 288.52	\$ 1,154.08
h. Four foot hog wire fence	286	LF	\$ 3.10	\$ 885.49
i. Concrete Pads	125	SY	\$ 29.84	\$ 3,729.78
j. Backstops	2	EA	\$ 8,314.62	\$ 16,629.25
k. Handicap Parking concrete pad	65	SY	\$ 44.63	\$ 2,900.94
l. Concrete sidewalk	117	SY	\$ 33.75	\$ 3,949.05
m. Tree plantings (1" caliper Live Oaks)	10	EA	\$ 78.69	\$ 786.87
n. Handicap striping, signage, and Conc. bumper block	1	LS	\$ 1,023.98	\$ 1,023.98
Misc Sub Total				\$ 190,988.72
5 Storm Sewer				
a. Sand filter	130	LF	\$ 73.44	\$ 9,547.39
b. Concrete Weir	55	SY	\$ 131.15	\$ 7,213.00
c. Concrete paved ditch	204	SY	\$ 48.26	\$ 9,845.35
d. Type C Inlet	2	EA	\$ 2,203.24	\$ 4,406.49
e. 18" RCP	59	LF	\$ 36.72	\$ 2,166.52
f. 18" Concrete MES with energy disaporator	2	EA	\$ 1,631.45	\$ 3,262.90
g. 15" ADS Pipe	40	LF	\$ 35.67	\$ 1,426.86
h. 15" Concrete MES	1	EA	\$ 923.26	\$ 923.26
i. Rip rap areas	7	TN	\$ 104.92	\$ 734.41
Storm Sewer Sub Total				\$ 39,526.19
Subtotal Items 1-5				
LC-01 Survey Layout & Record Drawings	1	LS	\$ 5,130.41	\$ 5,130.41
Total Construction Cost Estimate				\$ 541,940

1a Includes pond excavation, cutting four inches below proposed grade on area to be sodded with liftway sod and six inches below proposed clay infield areas
1b Includes pond berm, and filling areas to within four inches on area to be sodded with tiftway sod and six inches on clay infield area.
4b Includes all disturbed area not receiving tiftway sod.
4i Includes bleacher pads and dugout pads
5b Includes inlet structure, overflow weir, 18" piping and nrap rubble
5i Includes Rip Rap at both 18" MES and 12x14 sidebank reinforcement
All quantities are in place.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the FY 2013/14 Ongoing Commissioner Discussion Items Status Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Christine Coble, Agenda Coordinator

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the FY 2013/14 Ongoing Commissioner Discussion Items Status Report.

Report and Discussion

Background:

At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion Time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator, as well as the County Attorney, then makes staff assignments, respectively. The status of such items is then tracked by Administration through the status reports. The County Administrator utilizes the status reports as a management tool to ensure the appropriate actions are taken in response to Board direction.

In the final status report on FY 2012/13 Commissioner Discussion Items, there were four discussion items that were either ongoing, pending, or incomplete and were carried forward.

Analysis:

Of the four FY 2012/13 discussion items carried forward to FY 2013/14, the four have been completed.

For the period of October 1, 2013 – February 1, 2014, other than Resolutions, 13 requests were generated under Commissioners' Discussion time. The number of tasks completed is 11, and two items are scheduled for the March 11, 2014 meeting.

Therefore, for the ongoing FY 2012/13 and FY 2013/14 Commissioners' Discussion Items' 17 requests made, the number of tasks completed is 15 and two items are scheduled for the March 11, 2014 Board meeting.

Options:

1. Accept the FY 2013/14 Ongoing Commissioner Discussion Items Status Report.
2. Accept the FY 2013/14 Ongoing Commissioner Discussion Items Status Report, with modifications.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. FY 2013/14 Ongoing Commissioner Discussion Items Status Update

**FY 2013/2014
Commissioner Discussion Items
Ongoing Status Report
October 1, 2013 – January 21, 2014**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
February 8 2012	Dailey	Requested staff check the status on the Old Lincoln High School Historic Site designation.	Financial Stewardship/Grants/Planning – Scott Ross/Don Lanham/Wayne Tedder	Done. November 4, 2013 <i>An application for a State Historical marker was prepared by County staff and forwarded to the City for submittal. The National Register nomination is currently on hold due to issues at the National Park Service.</i>
November 20, 2012	Desloge	Motion: Direct staff to prepare an agenda item that assesses the feasibility of a six-mile trail system in Killearn Lakes behind Golden Eagle.	Public Works & Community Development/Facilities Management/Real Estate Management - Tony Park/Tom Brantley/Graham Stewart	Done. June 2013 <i>Staff met with Golden Eagle Homeowners Association and no further action will be taken at this time.</i>
March 10, 2013	Lindley	Motion: Directed staff to look at Ames Sink property to consider a way that the County could purchase Ames property at some point.	Public Works & Community Development/Facilities Management/Real Estate - Tony Park/Tom Brantley/Graham Stewart	Done.
May 28, 2013	Dailey	Motion: Directed staff to bring forward an agenda item to officially name the Lake Jackson Community Center for late Commission Aide, Judith Dougherty.	Public Works & Community Development/Parks & Recreation – Tony Park/Leigh Davis	Done. February 11, 2014 <i>Agenda Item #9</i>

**FY 2013/2014
Commissioner Discussion Items
Ongoing Status Report
October 1, 2013 – January 21, 2014**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
October 8, 2013	Desloge	Without objection, requested staff consider including Knight Creative Communities Institute (KCCI), along with Village Square, regarding the next iteration of citizen engagement, for discussion at the Board's Retreat.	County Administration – Kim Dressel/ Shington Lamy	Done. December 8, 2013 <i>Board Retreat</i>
	Dailey	Motion: Direct staff to provide a status report on the contractual relationship with the North Florida Fairgrounds Authority.	County Attorney – Herb Thiele	<i>Scheduled for March 11, 2014</i>
October 29	Proctor	Motion: Direct staff to schedule a town hall meeting to specifically discuss Woodville wastewater options.	Public Works/Planning/Community & Media Relations – Tony Park/ Wayne Tedder/Jon Brown	Done.
November 19	Lindley	Motion: Agenda a “fair share” funding request from the Disabled American Veterans in the amount of \$10,962 toward the purchase of a 12-passenger van to transport veterans to appointments for the December 10 th meeting.	Financial Stewardship/OMB – Scott Ross	Done. December 10, 2013 <i>Agenda #22</i>
	Dozier	Motion: Agenda a status report on the Leon County Research and Development Authority Memorandum of Understanding with the Universities and Strategic Plan for December 10, 2013.	Economic Development & Business Partnerships – Ken Morris	Done. December 10, 2013 <i>Agenda #19</i>
	Dozier	Motion: Agenda a status report on Waste Pro collection services issues.	Resource Stewardship/Solid Waste – Maggie Theriot/Robert Mills	Done. December 10, 2013 <i>Agenda #20</i>

**FY 2013/2014
Commissioner Discussion Items
Ongoing Status Report
October 1, 2013 – January 21, 2014**

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
December 10	Dailey	Motion: Direct staff to schedule a workshop on the issue of fire safety infrastructure needs for those neighborhoods outside of the urban services area	Public Works & Community Development/EMS – Tony Park/Tom Quillin	Done. February 25, 2014 <i>Workshop held</i>
	Desloge	Motion: Direct staff to bring back an agenda item on transportation needs of Bannerman Road.	Public Works/Engineering – Tony Park/Katherine Burke	Done. January 21, 2014 <i>Agenda Item #27</i>
	Lindley	Motion: Modify the Strategic Initiative regarding EMS so that the County can continue to pursue some assistance and bring back to Board in form of ratification of Retreat.	County Administration – Kim Dressel	Done. January 21, 2014 <i>Agenda Item #20</i>
	Dozier	Motion: Send a letter to HRSA indicating that the Board will not be providing a letter of support for Neighborhood Health Services; further, the Board rescinds their previous letter of support for Bond Community Health Center; and, finally, the Board advise HRSA that they support a single application to reflect coordination and cooperation between Bond Community Health Center and Neighborhood Health Services.	Human Services & Community Partnerships – Candice Wilson	Done.
	Dozier	Motion: Schedule the proposed healthcare workshop, subsequent to the community dialogue meeting.	Human Services & Community Partnerships – Candice Wilson	Done. January 21, 2014 <i>Agenda Item #24</i>
January 21, 2014	Proctor	Motion: Direct staff to develop a policy that prohibits contractors from displaying offensive language on equipment being used on County-funded projects and make it part of our business practices.	County Attorney – Herb Thiele	Scheduled for March 11, 2014
	Lindley	Without objection, requested the Board invite Andrea Rossier and Ivan Maldonado from Star Metro to the March 11 th meeting to provide information on the FLEX Service Program.	County Administration/Agenda Coordinator – Alan Rosenzweig/Christine Coble	Done. <i>Scheduled for March 11th meeting.</i>

**Leon County
Board of County Commissioners**


Notes for Agenda Item #15

Leon County Board of County Commissioners

Cover Sheet for Agenda #15

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of the Affordable Housing Advisory Committee's 2014 Report of Recommendations and Acceptance of the State Housing Initiative Partnership Local Housing Assistance Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	Lamarr Kemp, Director, Housing Services

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Accept the Affordable Housing Advisory Committee 2014 Report of Recommendations (Attachment #1).
- Option #2: Accept the State Housing Initiative Partnership Local Housing Assistance Plan (Attachment #2).
- Option #3: Approve the Resolution adopting the Local Housing Assistance Plan (Attachment #3)

Report and Discussion

Background:

In accordance with Florida Statute and associated State rules, Leon County has an established Affordable Housing Advisory Committee (AHAC). Tri-annually, the AHAC is responsible for approving local affordable housing incentive strategy recommendations (Attachment #4). In accordance with Florida Statutes, the AHAC must present a set of affordable housing recommendations to the local jurisdiction's governing body by December 31, 2013. The Board received the 2014 Report of Recommendations on December 10, 2013. Once the recommendations are received, the Board has 90 days to consider which recommendations should be implemented and correspondingly amend its State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP). The Board was given an opportunity to offer affordable housing recommendations for inclusion into the report for presentation at the February 25, 2014 regular meeting.

Analysis:

With a review period of 90 days as statutorily mandated, and no further guidance or recommendations provided at the February 25, 2014 meeting, this item seeks Board acceptance of the AHAC's 2014 Report of Recommendations, acceptance of the amended SHIP-LHAP, and approval of the Resolution adopting the SHIP-LHAP. Copies of AHAC's final report, SHIP-LHAP, Resolution, and associated Board meeting minutes, must be submitted to the Florida Housing Finance Corporation by May 2, 2014, in accordance with Florida Statute 420-9076.

Options:

1. Accept the Affordable Housing Advisory Committee 2014 Report of Recommendations (Attachment #1).
2. Accept the State Housing Initiative Partnership Local Housing Assistance Plan (Attachment #2).
3. Approve the Resolution adopting the Local Housing Assistance Plan (Attachment #3).
4. Do not accept the Affordable Housing Advisory Committee 2014 Report of Recommendations and do not accept the State Housing Initiative Partnership Local Housing Plan.
5. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. AHAC's 2014 Report of Recommendations
2. Amended State Housing Initiative Partnership Local Housing Plan
3. Resolution adopting SHIP Local Housing Assistance Plan

LEON COUNTY

AFFORDABLE HOUSING ADVISORY COMMITTEE



2014 REPORT OF RECOMMENDATIONS

TABLE OF CONTENTS

Executive Summary	3
AHAC Appointment & Membership.....	3
AHAC Activity	4
AHAC Adoption of the 2014 Report of Recommendations.....	4
Plan for Implementation.....	4
AHAC 2014 Recommendations.....	5-7

EXECUTIVE SUMMARY

In 1992, the Florida legislature enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws (the "Sadowski Act"), allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the "SHIP Act"), codified at F.S. Sections 420.907-420.9079.

Subsequent to the enactment of the SHIP Act, the Board adopted Ordinance No. 93-2 in 1993, that was codified in the Code of Laws of Leon County at Chapter 8, Article V, Sections 8-151 through 8-156, entitled Affordable Housing Assistance (AHA). Section 8-156 of the AHA Code has been reserved for future amendments.

During the 2007 legislative session the State Housing Initiative Partnership (SHIP) rule was revised requiring Counties or eligible municipality to appoint and establish by ordinance an Affordable Housing Advisory Committee (AHAC), which must approve local affordable housing incentive strategy recommendations at a public hearing by affirmative vote of a majority of the membership of the Advisory Committee in accordance with F.S. 420.9076, or their SHIP funding would be withheld.

The Advisory Committee was mandated to recommend incentives every three years, and is required to "review established policies, procedures, ordinances, land development regulations, and the comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value." (F.S. 420.9076)

The Office of Human Services and Community Partnership, Division of Housing Services, serves as Staff for this Committee. The AHAC 2014 Report of Recommendations delivered herein is the third report since being authorized by the State Legislature.

Appointment of the AHAC

The County Attorney's Office reviewed the Statute and Rule governing the SHIP funds to prepare and revise the Affordable Housing Assistance Ordinance, a Resolution to appoint the members, and the Committee Bylaws. Florida Statutes, Section 420.9076, required local jurisdictions to appoint an 11-member committee with each member representing a different role in the affordable housing industry. The following individuals are the current appointees to the Affordable Housing Advisory Committee in the following categories in which they are actively engaged with affordable housing:

1. Residential home building industry: Mr. Mark Worley
2. Banking or mortgage banking industry: Vacant
3. Area of labor within the home building industry: John B. Clark
4. Advocate for low-income persons: Keishann Corley
5. For-profit provider of affordable housing: Wallisa Cobb
6. Not-for-profit provider of affordable housing: Ms. Regina Davis
7. Real estate professional: Ms. Wanda Carter
8. Local planning agency representative: Mr. Darryl Jones
9. Resident of the jurisdiction: Mr. Charles Milsted
10. Representative of employers in the jurisdiction: Vacant
11. Representative of "essential services personnel" as defined by the jurisdiction: Vacant

AHAC Activity

In alignment with Florida State Statute, Leon County Policy, and the By-Laws of this Committee, the Affordable Housing Advisory Committee conducted meetings March 4, 2013, April 1, 2013, May 23, 2013, June 3, 2013, September 16, 2013, and October 14, 2013, to review current Affordable Housing Incentives and Policy in Leon County, and to make recommendations for improvement of those incentives and policy where applicable. This process was not done in a vacuum. The Affordable Housing Advisory Committee invited and held discussion on affordable housing incentives and policy with Leon County Department of Public Works; Department of Development Support & Environmental Management; Office of Economic Development & Business Partnerships (Grants); Office of Human Services and Community Partnerships (Housing Services & the Housing Finance Authority); the Department of Place (Planning, BluePrint 2000, & CRA); and the Department of Facilities Management (Real Estate Management & the County List of Lands).

AHAC Adoption of the 2014 Report of Recommendations

The AHAC officially adopted the report by affirmative vote of a majority of the membership at a public hearing on November 4, 2013. Notice of the public hearing to adopt the 2014 Report of Recommendations was published in the Tallahassee Democrat.

Plan For Implementation

A request will be made to the BOCC at the March 2014, Regular Commission meeting, to adopt the Final AHAC 2014 Recommendations. The Final AHAC 2014 Recommendation prepared for this BOCC Adoption, will have all county ordinances, policies, incentives, plans, and affordable housing strategies, where applicable, revised and amended.

Thereafter, on or before May 2, 2014, The AHAC 2014 Report of Recommendation, along with supporting documentation, shall be submitted to the Florida Housing Finance Corporation, per Florida Statute.

AHAC 2014 Recommendations:

AFFORDABLE HOUSING INCENTIVES & POLICY RECOMMENDATIONS		
<u>INCENTIVES</u>	AHAC RECOMMENDATIONS	STAFF COMMENTS TO AHAC RECOMMENDATIONS
<i><u>Incentive:</u> (a) The processing of Approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.</i>	No new recommendations. Leon County does not charge Impact Fees	Leon County does not have Impact Fees for real estate development projects. Since most Counties have Impact Fees, Leon County is looking at policy that would create a Mobility Fee, to be paid by Residential Developers. The use of these new fees, if and when approved, would be reserved for transportation. The Federal Department of Transportation, Leon County, and the City of Tallahassee have an agreement for the use of these funds.
<i><u>Incentive:</u> (c) The allowance of flexibility in densities for affordable housing.</i>	No new recommendation. Provide an Update report.	New Affordable Housing Development has been at a standstill for much of the time since 2011, the last AHAC request
<i><u>Incentive:</u> (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (e) The allowance of affordable accessory residential units in residential zoning districts.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (f) The reduction of parking and setback requirements for affordable housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive:</u> (h) The modification of street requirements for affordable housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A

AFFORDABLE HOUSING INCENTIVES & POLICY RECOMMENDATIONS		
<u>INCENTIVES</u>	AHAC RECOMMENDATIONS	STAFF COMMENTS TO AHAC RECOMMENDATIONS
<i>Incentive: (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<i><u>Incentive: (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.</u></i>	Confirm that Leon County has adhered to Florida Statute, Section 125.379, requiring Florida Counties to prepare an inventory, every three years, on county-owned real property within its jurisdiction that is appropriate for use as affordable housing.	Leon County Board of County Commissioners' adopted a resolution approving an inventory of county-owned, surplus properties, appropriate for affordable housing.
<i>Incentive: (k) The support of development near transportation hubs and major employment centers and mixed-use developments.</i>	No new recommendations for 2014. Recommendations and Staff comments for 2011 submission was sufficient, and Staff continues to support.	N/A
<u>Local Housing Assistance Plan</u>		
<u>Purchase Price Limits</u>	Leon County's 90% benchmark methodology to establish the maximum purchase price for homes purchased through LHAP strategies, should include, in addition to the U.S. Treasury Median Area Purchase Price in our Statistical Area, a Leon County authorized and provided Independent Housing Market Study, with minimum results as required by the Leon County Housing Finance Authority.	Staff Supports
<u>Support Services and Counseling</u>	Make homebuyer education attendance mandatory in various down payment assistance strategies	Staff Supports, and will investigate creation of a written homebuyer education test and test grading process for use with its down payment assistance strategies
<u>Down Payment Assistance with Self Help Recipient Selection Criteria</u>	Add "based on severity of need" after "first-come, first served" and change "first-come, first served basis" to "first-come, first-qualified basis". This language should be applied to all LHAP Housing Strategies. Annually, reconfirm status of all prospective clients.	Staff Supports
<u>Terms, Recapture, and Default</u>	The recapture schedule be consolidated into a simple chart and can be referenced for each strategy from one (1) position for the entire document, thereby physically shortening the LHAP document length.	Staff Supports

AFFORDABLE HOUSING INCENTIVES & POLICY RECOMMENDATIONS		
<u>INCENTIVES</u>	AHAC RECOMMENDATIONS	STAFF COMMENTS TO AHAC RECOMMENDATIONS
<u>New Housing Strategy</u>	<p>Recommendation to create a new housing strategy for non-profit groups to acquisition properties and rehabilitate those properties for resale to low-to-moderate income families and individuals; and that the Leon County Housing Finance Authority may issue a Request For Proposal (RFP) for development of various affordable housing projects and programs serving priorities to any number of variable, such as housing for the elderly or Veterans, new construction for multi-family and single-family, and housing rehabilitation and housing replacement.</p>	<p>Staff Supports. The Leon County Housing Finance Authority has established Sub-Committees to investigate funding affordable housing opportunities per AHAC's recommendation.</p>

*State Housing Initiative Partnership
(SHIP)
Local Housing Assistance Plan*



Leon County, Florida
~~2011-2012, 2012-2013, 2013-2014~~
2014-2015, 2015-2016, 2016-2017

Amended by the Board of County Commissioners on
~~March 15, 2011~~
March 11, 2014

Contents

I.	Program Description	3
II.	Affordability	4
III.	Advertisement and Outreach	5
IV.	Local Housing Partnerships	5
V.	Affordable Housing Strategies	7
	(A) Down Payment Assistance without Repair	7
	(B) Down Payment Assistance with Repair or New Construction	8
	(C) Down Payment Assistance with Self-Help	9
	(D) Home Rehabilitation	10
	(E) Home Replacement	13
	(F) Disaster Mitigation	15
	(G) Transitional and Emergency Housing	17
	(H) Development of Affordable Housing Rental Units	19
	(I) Foreclosure Avoidance	20
	(J) Barrier Free Rehabilitation	22
	(K) Green rehabilitation	25
VI.	Housing Incentive Strategies	26
VII.	Housing Counseling & Training	27
VIII.	Administration	28

Attachment References

IX.	Resolution and Certification	
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I. Program Description:

This Local Housing Assistance Plan (LHAP) sets forth the plans for Leon County's Affordable Housing Assistance program and its use of State Housing Initiatives Partnership Program (SHIP) funds for state fiscal years (July 1st through June 30th) ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017. This Program is governed by *Section 420.907-9097, Florida Statutes* and *Chapter 67-37, Florida Administrative Code*.

Program Description: The goal of the Leon County Housing Program is to increase and preserve the supply of affordable housing units within the unincorporated areas of Leon County. All housing units assisted with SHIP funds must be occupied by extremely low-, very low-, low- and moderate-income persons. The Leon County LHAP shall encompass the following Affordable Housing Strategies:

- A. Down Payment Assistance for Existing Units Without Repair
- B. Down Payment Assistance for Existing Units Needing Repair or New Construction
- C. Down Payment Assistance with Self-Help
- D. Home Rehabilitation
- E. Home Replacement
- F. Disaster Mitigation
- G. Transitional and Emergency Housing
- H. Development of Affordable Housing Rental Units
- I. Foreclosure Avoidance
- J. Barrier Free Rehabilitation
- K. Green Rehabilitation

Pursuant to *Section 420.907-9097, Florida Statutes* and *Chapter 67-37, Florida Administrative Code*, at least 65% of the County's SHIP allocation shall be reserved for home ownership and 75% shall be reserved for construction, or rehabilitation. All eligible units must be located within the unincorporated areas of Leon County and must meet the requirements of *Chapter 553, Florida Statutes* in accordance with *Section 420.9071(8), Florida Statutes*. Pursuant to New Paragraph C, Subsection 420-9075 (5) FS 2009, not more than twenty (20%) percent of SHIP funds allocated can be used toward Manufactured Housing.

This Local Housing Assistance Plan shall be made available to the public and its availability shall be advertised 30 days prior to prospective applicant's application period in the *Tallahassee Democrat* and other newspapers or periodicals which serve ethnic and diverse neighborhoods. The advertisement shall be formatted to meet the requirements set forth in *Chapter 67-37.005(6)*. In addition, the County shall publish a Notice of Funding Availability 30 days prior to the application period. In cases where there is a waiting list, no Notice of Funding Availability shall be advertised. Applicant(s) shall be provided a copy of the Leon County Citizen Participation Plan prior to commencement of work.

Public Input on Plan Development: Input is provided through day-to-day contact with clients and partners/sponsors on a continuous basis. Specific public input was solicited through the Affordable Housing Advisory Committee Public Hearing for ~~2014~~ 2014 Recommendations for LHAP Revisions conducted ~~December 13, 2010~~ November 4, 2013. The event was also advertised in the *Tallahassee Democrat*, the local newspaper of greatest circulation. Fair Housing information was available for each participant.

In addition, the draft Local Housing Assistance Plan was reviewed and final recommendations made by the Leon County Affordable Housing Advisory Committee on ~~February 14, 2011~~ December 10, 2013 to recommended approval of the LHAP to the Board of County Commissioners. On ~~March 15, 2014~~ March 11, 2014, the Board of County Commissioners, in a public meeting, adopted the LHAP by resolution (see content item IX).

Support Services: Support services are provided through a variety of local housing and social service agencies such as the Tallahassee Urban League, the Tallahassee Lenders' Consortium, Telephone Counseling and Referral Service, American Red Cross, Mind Over Money, Inc., Leon County Health Department, and Consumer Credit Counseling Services to provide the following support services:

- a. Credit counseling and credit curing, and
- b. Foreclosure counseling, and
- c. Home buyer education, and
- d. Referrals to appropriate agencies to solve family, work or personal problems interfering with an individuals' ability to qualify for housing assistance.

Location of the Affordable Housing Program in the Division of Housing Services benefits housing clients. The County Housing Services program can provide contacts and referrals to clients who require support services that are funded through dollars allocated through the Community Human Services Partnership. This Partnership, composed of the County, City and United Way, provides a comprehensive and coordinated process for distributing funds to local social service agencies.

Counseling and training for first-time home buyers is mandatory and provided through the Tallahassee Lenders Consortium, Tallahassee Urban League, Mind Over Money, Inc., and other participating sponsors. County staff provides counseling and home owner maintenance workshops for rehabilitation program clients.

II. Affordability

Income Limits: The income limits for eligible recipients as defined in this Plan are those official statistics published by the U. S. Department of Housing and Urban Development as adjusted for family size. These income limits are incorporated into this plan by reference. Extremely Low is 30% or less of median family income, Very-low income is 31% to 50% ~~or less~~ of median family income, low income is 51% to 80% of median family income, and moderate income is 81% to 120% of median family income.

Monthly Housing Payment Allowable for Affordability: Affordable shall mean that monthly housing payments including principle, interest, taxes and insurance shall not exceed 30% of an amount representing the percentage of the median gross annual income for households. It is not intended to limit a household's ability to devote more than 30% of its income for housing as long as the first mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Maximum Sales/Purchase Price of Assisted Units: The maximum sales/purchase price of assisted units may not exceed \$204,000 for new or existing houses for Leon County.

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described below.

The methodology used is:

Independent Study (copy attached)

U.S. Treasury Department

Local HFA Numbers per independent Affordable Housing Market Study.

III. Advertisement and Outreach

Reaching Out to Clients: The County through the affordable housing and other internal programs, and through the use of sponsors, will reach out to identify potential eligible clients. The availability of funds will be made known to the public through a diverse, multi-faceted effort to reach extremely low-, very low-, low- and moderate- income clients. Outreach can include:

1. Advertisements, feature articles, and/or information releases in local newspaper, newsletter, radio, or television media.
2. Announcements and flyers through lending institutions, churches, business and professional organizations, community centers, social service agencies, non-profits and/or neighborhoods.
3. Public hearings and announcements through televised Board of County Commission meetings.
4. Displays and handouts at local housing fairs, showcases or other special events.
5. Identification of potential clients through code enforcement agencies, human service agencies, and other such contacts.

IV. Local Housing Partnerships

Description: Partnerships are vital to the affordable housing program. The County shall maintain vital and viable public-private partnerships for the delivery of Program services, making best use of existing community expertise.

The County provides home buyer/ownership workshops to the general public as well as to County employees. These workshops include *Money Management*, *Credit Management* and *Home Maintenance*. While attendance at the *Money Management* and *Credit Management* workshops are voluntary, the *Home Maintenance* workshops are mandatory for all Down Payment Assistance and Housing Rehabilitation clients.

The County seeks to enter into a collaborative agreement with a nonprofit sponsor to assist with implementing a Disaster Resistant Neighborhood Mitigation Program. The program is directed at motivating homeowners to undertake hazard mitigation measures to make ~~the~~ homes more disaster-resistant.

The County continues to seek partners/sponsors in the delivery of a self-help housing program in the unincorporated area. Each year, consistent with SHIP requirements, the County advertises the availability of SHIP funds and strategies in an effort to identify for-profit and not-for-profits interested in assisting with the affordable housing program. The County, on a daily basis, handles interagency referrals of potential clients occurring through face-to-face meetings, and telephone and e-mail contact.

Partners/Sponsors will be considered in light of criteria delineated below. For certain strategies such as Development of Affordable Housing Rental Units, Transitional and Emergency Housing, Disaster Mitigation, and Down Payment Assistance with Self-Help, Partners/Sponsors will have additional criteria delineated within each strategy.

Reaching Out to Sponsors: The County will advertise the availability of Housing Assistance Program funds at least 30 days prior to the beginning of the application period. Interested nonprofit or for-profit agencies must submit a written proposal to the Housing Services Division Director. Agencies shall be selected based on the selection criteria delineated under each strategy. In reviewing proposals from potential sponsors, the County will consider criteria appropriate for each proposal such as, but not limited to:

- Relevance of proposals for the purposes of the housing strategy and SHIP program
- Applicable experience of the firm.
- Compliance with certification, licensing, or other professional or administrative requirements.
- Financial ability to provide services.
- Previous experience and record in working in target areas or with targeted clients.
- Performance under previous contracts with the county.
- Financial benefits provided the affordable housing program and clients
- Proof of administrative or operational systems required to provide services.
- Ownership or control over property or infrastructure.
- Sufficiency of proposed plans to provide services.
- Knowledge of and experience with the SHIP program.

- Employment of Welfare to Work clients (WAGES)

Eligible sponsors who are recipients of SHIP funds will be required to contractually commit to comply with the affordable housing criteria provided in Section 420.907-9079 applicable to the affordable housing objective of the award. In addition, eligible sponsors must contractually commit to comply with the criteria prescribed under the applicable Housing Strategy. The County will strongly encourage all eligible sponsors to attend appropriate training workshops that may be sponsored by the County, Florida Department of Economic Opportunity, Florida Housing Coalition or Florida Housing Finance Corporation.

V. Affordable Housing Strategies

The specific strategies that produce affordable housing units are described in greater detail below. All SHIP program recipients shall be either extremely low-, very low-, low- or moderate-income residents who live in the unincorporated areas of the county. At least 30% of program funds will be expended for low income recipients (80%, or below, the median area income). At least 30% of program funds will be expended for very low- and extremely-low income recipients (50%, or below, the area median income). Very-low and extremely-low applicants may substitute for low income residents. Moderate income applicants (120%, or below, median area income) will not be considered for assistance until all qualified extremely-low income, very low- and low-income applicants have been served. Applicants are served on the first-come, first-qualified basis.

Each service to be delivered through the SHIP program will be in the form of a deferred payment loan or grant to each recipient. Repayment of the deferred payment loans shall be required only upon the transfer of the title or upon refinancing as described under each strategy.

Eligible units shall be either “stick-built” structures or modular homes with the Department of Economic Opportunity insignia and comply with *Chapter 553, Florida Statutes* or manufactured homes/mobile homes built after 1994. In any instance where a manufactured house (mobile home) is assisted with SHIP funds, the Owner must have retired the manufactured home (mobile home) title with the Tax Collector’s Office by surrendering it to real estate. The title “is retired” and the manufactured home (mobile home) is inextricably bound to the land. The costs to perform title retirement shall be classified as closing costs. All activities described in the following strategies, except *Transitional and Emergency Housing* activities, shall take place exclusively in the unincorporated areas of the County.

(A) Down Payment Assistance for Existing Units Without Repair

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

The objective of this Strategy is to promote home ownership within unincorporated Leon County. SHIP funds shall be used to assist extremely low, very low, low and moderate income first-time home buyers (see below) with down payment and closing costs associated with the purchase of a home. The maximum award shall be \$7,500 and shall be in the form of a SHIP deferred payment loan at 0%. The term of the SHIP mortgage shall coincide with the first mortgage. Payment will be made during the term of the Loan only upon the first to occur of any

of the following events: (1) home buyer sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) home buyer no longer occupies the unit as his/her principal residence; (3) home buyer dies, or if a married couple, the survivor dies; However, an heir to your home who acquires the property upon your death may apply to Leon County Housing Services Division to be considered for assumption of the Agreement terms; or (4) if the home buyer refinances the home without having met the conditions for exemption which are: (a) the purpose of refinancing must be in order to prevent foreclosure, to lower the interest rate, or if refinancing is to move client's loan from an ARM to a fix rate, indicate on your response letter; (b) the interest rate must be reduced by two (2) percentage points; (c) all associated charges and fees must be reasonable; (d) outstanding bills can be paid with no cash out to Client; County's lien/mortgage returns to its original position; (e) provide a copy of the signed Good Faith Estimate; (f) provide lender's address as it will appear on the Subordination of Mortgage Agreement; and (g) provide terms of the mortgage, i.e., loan amount, present and new interest rate and terms (years).

Applicants who are first time home buyers are those persons (and their spouse) who have not owned an interest in their dwelling in the past three years; is a displaced homemaker that has only owned with a spouse; is a single parent that has only owned a home with a former spouse while married; has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; has only owned a property that was not in compliance with state, local, or model building codes and cannot be brought into compliance for less than cost of constructing a permanent structure.

Applicants must have the ability to obtain a first mortgage loan from a lender, must be able to contribute five hundred dollars (\$500.00) towards down payment or closing costs and must purchase their homes in unincorporated Leon County. Assistance shall be made available to income-qualified applicants. An applicant shall be considered in line for services from the time the Division of Housing Services, or its designee, receives written notification from the lender that the client's first mortgage loan application has been approved. At that point, funds are reserved for the applicant for no more than 90 days. If applications are received at the same time, priority will be given to the family with the lowest income. Leon County will be placed in second place behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services.

(B) Down Payment Assistance for Existing Units Needing Repair or New Construction:

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

The objective of this Strategy is to promote home ownership while preserving existing housing stock and to promote construction of new housing stock. SHIP funds shall be used to assist income-eligible first-time home buyers (see definition in Strategy "A") with down payment, closing costs, and/or to make necessary repairs to the home. The maximum award towards the purchase of an existing structure needing repair shall be \$15,000 for very low-income households and \$10,000 for low-income households. Moderate-income households shall be considered only after the list of very low- and low-income households has been exhausted. The maximum award to moderate-income households shall be \$7,500 towards the purchase of both an existing housing unit needing repair and a newly constructed housing unit. The award amounts include the down payment assistance with the balance to be applied toward the needed

repairs.

All funds expended under this strategy shall be in the form of a deferred payment loan at 0%. The term of the SHIP mortgage shall coincide with the first mortgage. Default terms are the same as listed in Strategy "A."

Applicants must have the ability to obtain a first mortgage loan from a lender, must be able to contribute five hundred dollars (\$500.00) towards the down payment or closing costs and must purchase their homes in unincorporated Leon County. Assistance shall be made available to income-qualified applicants. An applicant shall be considered in line for services from the time the Housing Services Department or its designee, receives written notification from the lender that the client's first mortgage loan application has been approved. At that point, funds are reserved for the applicant for no more than 90 days. If applications are received at the same time, priority will be given to the family with the lowest income.

(C) Down Payment Assistance with Self-Help:

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

The County shall seek to enter into a partnership with a nonprofit or for profit partner/sponsor who is engaged in the provision or construction of decent, affordable housing using volunteer labor. The essence of this strategy is "Sweat Equity" which shall be performed by the potential home owner towards the construction of his or her own home. Only extremely low, very low and low income applicants shall be deemed eligible for assistance under this strategy. The County shall announce the availability of funding for this strategy in the Tallahassee Democrat 30 days prior to the beginning of the application period.

In reviewing proposals from potential sponsors, the County shall consider the following criteria:

1. Applicable experience in providing affordable housing while integrating self-help or sweat equity into the program
2. Compliance with certification, licensing, or other professional or administrative requirements
3. Must be an equal opportunity housing provider and does not discriminate on the basis of race, sex, color, age handicap, religion, national origin, familial status, marital status, or sexual orientation.
4. Must agree to follow standard SHIP rules for income determinations under 24 CFR, Part 5.
5. Eligible properties or housing units must comply with the Building Construction Standards in Chapter 553, Florida Statutes.
6. Potential sponsors who employ personnel from WAGES and Workforce Development Initiatives programs shall be given preference.

7. Must provide housing counseling and/or training directly or indirectly through an established partnership with an organization that provides such training. Such training should include Money and Credit Management, Predatory Lending, and Home Maintenance at the minimum.
8. Preference will be given to nonprofit sponsors that maximize the benefits to the client and the program by using volunteers, contributions and partnerships effectively.

Eligible sponsors who are recipients of SHIP funds will be required to contractually commit to comply with policies, rules, and regulations pertaining to the SHIP program and, where appropriate, other programs such as Community Development Block Grant (CDBG). The County will strongly encourage sponsors to attend appropriate SHIP and CDBG, training workshops that may be sponsored by the Florida Housing Finance Corporation, Department of Economic Opportunity, Florida Housing Coalition or the County.

Funding is limited to \$25,000 per unit for extremely low and very low-income households and \$15,000 per unit for low-income persons, the limit for low income persons with disabilities (*as defined in Rule 67-37.002(13)*) or low-income elderly persons (62 years or older) is \$25,000. These funds can be used for down payment, closing costs, and mortgage subsidy. Recipients are selected based on compliance with all eligibility requirements of the SHIP program, and thereafter served on a first-come, first-served basis.

All funds expended under this strategy shall be in the form of a deferred payment loan to the home buyer at 0%. The term of the SHIP mortgage shall coincide with the first mortgage. The terms of default are the same as listed in Strategy "A."

(D) Home Rehabilitation:

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

The purpose of this strategy is to promote the preservation of existing housing stock in unincorporated Leon County while assisting income-eligible income home owners in making their owner-occupied homes safe, decent and habitable. Eligible activities include "gut" rehabilitation, Home Replacement, and the repair of housing systems such as roofing, plumbing, and electrical.

Eligible units shall be either "stick-built" structures or modular homes with the Department of Economic Opportunity insignia, in accordance with *Chapter 553, Florida Statutes*, and manufactured homes/mobile homes built after 1994, Home Rehabilitation will comply with the local minimum housing code standards and Chapter 553, Florida Statutes.

Home Rehabilitation services shall be made available to extremely low-, very low-, low- and moderate-income persons who own and occupy homes located in unincorporated Leon County. The home owner must agree to attend a Home Maintenance Workshop, when offered.

The County Housing Division will review applications received and verify all information provided by applicant to make sure the applicant meets the eligibility requirements. Individual homeowner recipients are selected based on compliance with all eligibility requirements of the

SHIP program, thereafter served based on severity of need and a first-come, first-qualified basis. Preference will be given to eligible applicants in the order of the selection criteria listed below:

1. Very Low and Extremely-Low Income

- A. Elderly (age 62 and older), and/or persons who have special housing needs per 67-37.002 (21) f.a.c.
- B. Households with minor children and/or persons who have special housing needs per 67-37.002 (21) f.a.c.
- C. All other very low and extremely-low income persons and/or families

2. Low income

- A. Elderly (age 62 and older), and/or persons who have special housing needs per 67-37.002 (21) f.a.c.
- B. Households with minor children and/or persons who have special housing needs per 67-37.002 (21) f.a.c.
- C. All other low-income persons and/or families

3. Moderate Income

- A. Elderly (age 62 and older), and/or persons who have special housing needs per 67-37.002 (21) f.a.c.
- B. Households with minor children and/or persons who have special housing needs per 67-37.002 (21) f.a.c.
- C. All other moderate-income persons and/or families

SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy. The maximum award shall be \$50,000 for “stick-built” or modular homes regardless of the source of funding. The maximum award shall be \$15,000 for manufactured housing (mobile homes). An applicant shall be considered in line for services from the time the Housing Division or its designee receives all documentation qualifying the Homeowner for services. At that point funds are reserved for the applicant no more than 120 days. If applications are received simultaneously, priority will be given to the family with the lowest income. Assistance under this strategy will be in the form of a zero-percent (0%) Forgivable Loan involving a security instrument (lien) which shall be forgiven according to its amount as follows: \$0 - \$10,000 after five (5) years, \$10,001 - \$20,000 after ten (10) years, and \$20,001 and above after twenty (20) years. Forgivable Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. Payment is made only upon the first to occur of any of the following events: (1) home owner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) home owner no longer occupies the unit as his/her principal residence; (3) home owner dies, or if a married couple, the survivor dies; However, an heir to your home who acquires the property upon your death may apply to Leon County Housing Services Division to be considered for assumption of the Agreement terms; (4) if the owner refinances the home without having met the conditions which are: (a) the purpose of refinancing must be in order to prevent foreclosure, to lower the interest rate, or if refinancing is to move client’s loan from an ARM to a fix rate, indicate on your response letter; (b) the interest

rate must be reduced by two (2) percentage points; (c) all associated charges and fees must be reasonable; (d) outstanding bills can be paid with no cash out to Client; County's lien/mortgage returns to its original position; (e) provide a copy of the signed Good Faith Estimate; (f) provide lender's address as it will appear on the Subordination of Mortgage Agreement; and (g) provide terms of the mortgage, i.e., loan amount, present and new interest rate and terms (years), or (5) fails to maintain reasonable required standards and maintenance of the unit. If none of these events occurs within the terms from the date of completion, then no repayment is required.

Recapture payments shall be in accordance with the following schedule:

- A. If such default occurs during the first year after such major rehabilitation, the County shall recapture One Hundred Percent (100%) of the total funds expended.
- B. If such default occurs during the second year after such major rehabilitation, the County shall recapture Eighty Percent (80%) of the total funds expended.
- C. If such default occurs during the third year after such major rehabilitation, the County shall recapture Sixty Percent (60%) of the total funds expended.
- D. If such default occurs during the fourth year after such major rehabilitation, the County shall recapture Forty Percent (40%) of the total funds expended.
- E. If such default occurs during the fifth year after such major rehabilitation, the County shall recapture Twenty Percent (20%) of the total funds expended.
- F. After the end of the fifth year following the completion of the rehabilitation there shall be no recapture by the County. There is no interest charged during the five years.

For ten (10) year loans, the repayment shall be

- A. If during the first year, one hundred percent (100%) of the loan amount,
- B. If during the second year, ninety percent (90%) of the loan amount,
- C. If during the third year, eighty percent (80%) of the loan amount,
- D. If during the fourth year, seventy percent (70%) of the loan amount,
- E. If during the fifth year, sixty percent (60%) of the loan amount,
- F. If during the sixth year, fifty percent (50%) of the loan amount,
- G. If during the seventh year, forty percent (40%) of the loan amount,
- H. If during the eighth year, thirty percent (30%) of the loan amount,
- I. If during the ninth year, twenty percent (20%) of the loan amount,
- J. If during the tenth year, ten percent (10%) of the loan amount,
- K. After the tenth year following the date of the loan agreement, no recapture.

Recapture payments for twenty (20) year loans shall be

- A. If during the first year, one hundred percent (100%) of the loan amount,
- B. If during the second year, ninety five percent (95%) of the loan amount,
- C. If during the third year, ninety percent (90%) of the loan amount,
- D. If during the fourth year, eighty five percent (85%) of the loan amount,
- E. If during the fifth year, eighty percent (80%) of the loan amount,
- F. If during the sixth year, seventy five percent (75%) of the loan amount,
- G. If during the seventh year, seventy percent (70%) of the loan amount,
- H. If during the eighth year, sixty five percent (65%) of the loan amount,

- I. If during the ninth year, sixty percent (60%) of the loan amount,
- J. If during the tenth year, fifty five percent (55%) of the loan amount,
- K. If during the eleventh year, fifty percent (50%) of the loan amount,
- L. If during the twelfth year, forty five percent (45%) of the loan amount,
- M. If during the thirteenth year, forty percent (40%) of the loan amount,
- N. If during the fourteenth year, thirty five percent (35%) of the loan amount,
- O. If during the fifteenth year, thirty percent (30%) of the loan amount,
- P. If during the sixteenth year, twenty five percent (25%) of the loan amount,
- Q. If during the seventeenth year, twenty percent (20%) of the loan amount,
- R. If during the eighteenth year, fifteen percent (15%) of the loan amount,
- S. If during the nineteenth year, ten percent (10%) of the loan amount,
- T. If during the twentieth year, five percent (5%) of the loan amount,
- U. If after the twentieth year following the date of the loan agreement, no recapture of the loan amount.

These funds will be used to rehabilitate units of extremely low-, very low-, low- and moderate-income households that does not require replacement housing. Home Rehabilitation services shall be made available to persons who own and occupy homes located in unincorporated Leon County. Rehabilitation will comply with local minimum housing code standards and Chapter 553, Florida Statutes. The home owner must agree to attend a mandatory Home Maintenance Workshop.

Recipients will be selected through an established application process. Individual homeowner recipients are selected based on compliance with all eligibility requirements of the SHIP program, and thereafter served on a first-come, first-served qualified basis.

(E) Home Replacement:

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

The replacement of an existing single family unit, either stick-built structures or modular homes with the Department of Economic Opportunity insignia, in accordance with *Chapter 553, Florida Statutes*, and manufactured homes/mobile homes built after 1994, may be made available to extremely low-, very low- and low-income persons who apply to the program for Home Rehabilitation services but whose dwelling is deemed unsuitable for rehabilitation by the Housing Services Division. All newly constructed replacement housing shall comply with local minimum housing codes and with *Chapter 553, Florida Statutes*.

The applicant must own a home located in unincorporated Leon County. In addition, the home owner must agree to attend a Home Maintenance Workshop, when offered.

Recipients will be selected through an established application process. Individual homeowner recipients are selected based on compliance with all eligibility requirements of the SHIP program, and thereafter served on a first-come, first-served qualified basis. Preference will be given based on the criteria delineated in the Home Rehabilitation section.

The maximum SHIP award shall be \$75,000 for stick-built and modular homes, and \$30,000 for

manufactured homes (mobile homes), and shall be leveraged with any available funds to include but are not limited to CDBG funds to cover the costs for construction and other associated activities. The SHIP Terms, Default and Recapture Payments are the same is listed in Strategy “D.”

(F) Disaster Mitigation:

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

In the event of a natural disaster as declared by federal, state or local government, SHIP funds will be used to leverage available federal and state funds to provide assistance to income-eligible households for the purposes of repairing eligible single-family “stick-built” housing or modular housing with a Department of Economic Opportunity insignia which complies with *Chapter 553, Florida Statutes, and manufactured housing (mobile homes) built after 1994*. SHIP disaster awards must be directly related to assisting disaster victims. SHIP disaster funds may be utilized for the interim repair and rehabilitation of eligible housing.

Interim repairs may include the purchase of emergency supplies for eligible households to weatherproof damaged homes, repairs to abstain further damage, tree and debris removal required to make individual housing units habitable, and post disaster repairs. Post disaster repairs may include elevation of the structure and rehabilitation to comply with local minimum housing and with *Chapter 553, Florida Statutes*. The strategy will be implemented only in the event of a natural disaster declaration and is contingent upon the availability of disaster mitigation/recovery funds.

Post disaster rehabilitation activity may include repairing structural damage, roof repair/replacement, demolition costs, and retrofitting activities such as waterproofing or elevating a structure to meet requirements of the National Flood Insurance Program and Chapter 161, F.S.

Applicants currently on the SHIP owner occupied housing rehabilitation waiting list will be contacted to ascertain any damage incurred due to the natural disaster. The selection of applicants under this strategy shall follow the criteria delineated in the Home Rehabilitation section. Preference will be given to eligible applicants in the order of the selection criteria listed in Strategy “D.”

The maximum award for this program is \$10,000 per unit which may be funded solely with SHIP funds or in conjunction with CDBG funds. Assistance under this strategy will be in the form of a Deferred Payment Loan to the homeowner. This deferred loan shall be a non-amortizing, non-interest bearing loan which payment is deferred until the assisted property is sold, transferred or converted to other than owner-occupied use within five years from completion of repairs describe under this strategy. The Forgivable Loan shall be secured by a lien which shall be forgiven after the five-year period. Recapture provisions shall be the same as those set for Home Rehabilitation for a five year lien.

Assistance under this strategy may also be provided as a grant as defined in section 42.9071, F.S. with a limit not to exceed \$1,650.00.

This strategy will provide financial assistance to extremely low-, very low and low-income homeowners who reside in the unincorporated areas of Leon County in making their owner-occupied homes more disaster-resistant. Only owner-occupied “stick-built” or modular homes with the Department of Economic Opportunity insignia, and manufactured homes built after 1994 qualify for assistance under this program. Funds will be used to assist with the installation of structural mitigation systems such as:

- A. Install Back-Flow Valves on Sewer Lines
- B. Install Hurricane Shutters
- C. In Flood Prone Areas - Elevate Hot Water Heaters
- D. In Flood Prone Areas- Elevate Air Conditioner Condensers
- E. Trim and Remove Trees that Lay Down Hazards during High Wind Events
- F. Install Fire Extinguishers
- G. Install Smoke Alarms

Assistance under this strategy may be funded solely with SHIP funds or in conjunction with CDBG funds. Recipients will be selected through an established application process. Individual homeowner recipients are selected based on compliance with all eligibility requirements of the SHIP program, and thereafter served on a first-come, first-served qualified basis.

The County will seek to enter into a partnership with a nonprofit sponsor to assist in screening applicants, determining what disaster-resistant measures are necessary and assisting applicants with the installation and construction of disaster-resistant mitigation systems listed above. Eligible sponsors may employ the assistance of sub-contractors for the installation and/or construction of disaster-resistant mitigation systems. The County shall announce the availability of funding for this strategy in the Tallahassee Democrat 30 days prior to the beginning of the application period. In reviewing proposals from potential sponsors, the County shall consider the following criteria:

1. Applicable experience in providing disaster-resistant mitigation services.
2. Compliance with certification, licensing, or other professional or administrative requirements.
3. Must not discriminate on the basis of race, sex, color, age handicap, religion, national origin, familial status, marital status, or sexual orientation.
4. Must agree to follow standard SHIP rules for income determination under 24 CFR, Part 5.
5. Eligible properties or housing units must comply with the Building Construction Standards in Chapter 553, Florida Statutes.
6. Potential sponsors who employ personnel from WAGES and Workforce Development Initiatives programs shall be given preference.
7. Preference will be given to nonprofit sponsors that maximize the benefits to

the client and the program by using volunteers, contributions and partnerships effectively.

Eligible sponsors who are recipients of SHIP funds will be required to contractually commit to comply with policies, rules, and regulations pertaining to the SHIP program and , where appropriate, other programs such as Community Development Block Grant (CDBG). The County will strongly encourage sponsors to attend appropriate SHIP, and CDBG, training workshops that may be sponsored by the Florida Housing Finance Corporation, Department of Economic Opportunity, Florida Housing Coalition or the County.

(G) Transitional and Emergency Housing:

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

This strategy will provide partial funding of the total project cost pending the availability of funds for the acquisition, construction and/or rehabilitation of temporary, transitional single-family or multi-family housing for victims of domestic violence and their minor children and homeless families with minor children. The County will seek to enter into a partnership with a nonprofit sponsor that is engaged in providing transitional housing as described above. The County shall announce the availability of funding for this strategy in the Tallahassee Democrat 30 days prior to the beginning of the application period. Sponsors will be selected based on the following criteria:

- 1) Structure must be located within Leon County.
- 2) No mobile home will be considered an eligible structure.
- 3) Eligible property must comply with the *Chapter 553, Florida Statutes*.
- 4) Eligible facility must be located in an area where the zoning supports the special needs use and the organization must own the property or have a long term lease minimum of fifty (50) years
- 5) The sponsor organization shall provide proof of experience in working with victims of domestic violence with minor children or homeless families with minor children.
- 6) The sponsors who can demonstrate that the organization employs personnel from the WAGES and Workforce Development Initiatives programs will be given preference in the selection process.
- 7) The transitional housing for victims of domestic violence with minor children must be able to provide emergency shelter for up to 50 parents with children. The facility should be able to accommodate these families for up to 4-6 months, with four families staying up to two years. In addition, the facility should be able to accommodate families with teenage boys by providing separate bathrooms, showers, etc. to ensure personal privacy.
- 8) The transitional housing for homeless persons with minor children must be able to

provide-case management to assist these families to address barriers to stability such as unemployment. The organization should be able to do follow-up contact as a part of case management.

Sponsors who are awarded SHIP funds to provide services under this strategy must agree to follow standard SHIP rules for income determination under 24 CFR, Part 5. For families to be served by this program, eligibility may be performed on an expedited basis and may include alternative forms of documentation, such as current pay stubs and benefit letters. Persons assisted by sponsors under this strategy shall be those persons who are at risk of becoming homeless, economic homeless, situational homeless, or chronic homeless and therefore, shall automatically be considered eligible under HUD guidelines.

Maximum funding each transitional housing unit or apartment shall not exceed \$25,000 per unit/apartment. Each unit must be occupied by extremely low, very low-income, low-income or moderate income families. As long as the eligible organization reserves all units constructed with SHIP funds for extremely low, very low-income, low-income or moderate income families for 15 years, no recapture of the grant award will be required. If the eligible sponsor offers the units for sale before the 15 years, a right of refusal must be given to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible families in accordance with *Section 420.9075(4)(f) Florida Statutes*. Leon County's SHIP Administrator will be responsible for monitoring occupant eligibility for 15 years.

(H) Development of Affordable Housing Rental Units

Fiscal Year Covered: ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

This *rental strategy* provides for County multi-family developments that serve the extremely low-, very low and low-income renters. This strategy is to increase the supply of affordable rental units in the unincorporated Leon County. Applications for SHIP funds will be reviewed by the Affordable Housing Advisory Committee and or the Housing Finance Authority designated by the Board. Each year the Florida Housing Finance Corporation (FHFC) opens an application cycle for developers to apply for tax credits. Each application requires local government contribution and the developer receives points for this contribution. The minimum amount required for Leon County is \$100,000 to receive full application points from FHFC.

Housing units constructed with SHIP funds will remain affordable for a term determined by FHFC. Rental housing for sale before the affordability period expires or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons. Leon County is not required to conduct monitoring since FHFC provides the same monitoring and determination per F.S. 420.9075 (3) (e).

Recipients will be selected through an established application process based on compliance with all eligibility requirements of the SHIP program, and thereafter served on a first-come, first-served basis. Preference will be given based on the criteria delineated in the *Major Rehabilitation* section.

1. Qualifications of the Developer/Applicant:

SHIP funds will be used as part of the local contribution when participating in such programs as Housing Tax Credits, Florida State Apartment Incentive Loan (SAIL) and other programs approved by the FHFC to construct multi-family rental housing. Applications from Developers/Applicants will be awarded competitively using criteria including, but not limited to, the following:

- A. Developments must be located in unincorporated Leon County and 15% of those units must be set aside for persons at or below 30% of the area median income.
- B. The ability of the Developer/Applicant to complete the units within an eighteen (18) month period.
- C. The features of the proposed property. (Community room, Swimming pool etc.)
- D. Whether or not the Developer/Applicant employs personnel from the WAGES or Workforce Development Program.
- E. The experience of the Developer/Applicant in securing State and/or Federal funding.
- F. Submission of information describing the application to the State or Federal Agency.

2. Recapture Provisions:

SHIP funds will be provided as a deferred loan at 0% interest secured by a lien under the following conditions:

Rental projects offered for sale prior to the end of the affordability period shall give first right of refusal to another nonprofit organization.

Should the units constructed with SHIP funds convert from the affordable status as outlined in the SHIP requirements, the Development/Partnership will be required to repay Leon County for the period remaining on the deferred 15-year loan. Interest on the loan shall be 3% per annum, simple interest.

3. Selection Process:

In the event two or more projects are selected in Leon County, the deciding factor to fund one project would be:

- A. Project that support the Board of County Commission priorities.
- B. Project that put aside more than 5% for the resident(s) for down payment assistance for homeownership.

Developers will be required to submit an affidavit stating which Board priorities the project

supports as well as the percentage amount set aside for down payment assistance for homeownership and how many residents they will serve.

(I) Foreclosure Avoidance Strategy ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

The purpose of this strategy is to establish a Foreclosure Prevention Program (FPP). The following outlines the guidelines for the Foreclosure Prevention Program:

1. Program Summary

The County will provide up to \$7,500 in foreclosure prevention assistance to qualified Leon County residents to bring current the existing first mortgage for their primary residence. Assistance will be approved only for the amount required to bring the mortgage current.

Approval will be based upon the following:

- The market value of the home, for which foreclosure prevention assistance is being requested, cannot exceed \$204,000 which is consistent with the LHAP.
- Applicant(s) receiving funding through other State Housing Initiative Partnership strategies (Down Payment Assistance, Rehabilitation, Replacement, or Disaster Mitigation) are eligible.
- Qualified applicants meeting all of the program criteria are eligible to receive foreclosure prevention assistance once.
- Applicant(s) being qualified as extremely low, very low, low, or moderate income at the time foreclosure assistance is requested.
- Applicant(s) must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that foreclosure proceedings have been initiated.
- Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
- Applicant(s) must be credit worthy and have sufficient income required to maintain their mortgage after foreclosure assistance is received
- A hardship letter, as detailed in the *Qualification Criteria* must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
- The applicant will be required to demonstrate the steps they are taking to resolve their situation.
- If approved to receive assistance, the applicant(s) must demonstrate:

- Their ability to keep the mortgage payments current
- The enrollment in a credit counseling/budgeting course offered by an approved local provider.

2. Qualification Criteria:

- Proof of residency in the unincorporated area of Leon County.
- Assistance being sought is for the applicant(s) primary residence.
- Applicant(s) must demonstrate proof of Extraordinary Hardship. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, they must agree to modify or refinance to a fixed rate mortgage.

Extraordinary hardship is defined as situations such as:

- Loss of employment, through no fault of the applicant; however, the applicant has regained employment.
- Substantial decrease in the household income, through no fault of the applicant(s)
- Temporary or permanent disability that reduces income
- Changes in the household composition that reduces income
- Demonstrated medical hardship
- Weather events such as fire, hurricane, or other natural disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA)
- Substantial increase to the mortgage payment due to participation in an adjustable rate mortgage or “ramp up” mortgage
- Substantial increase to payments due to escrow shortages

3. Terms and Default

The amount of assistance provided will be subject to a subordinate mortgage on the property in the amount of the subsidy. Terms, Default, and Recapture Payments are the same as those listed in Strategy “D” with a maximum five (5) year lien

(J) **Barrier Free Rehabilitation** ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

Summary of the Strategy:

Assistance is provided to extremely low, very low, and low income households for health and safety repairs as needed to assist elderly and or disabled person to maintain their independence. Repairs will address accessibility and may include repairs unrelated to architectural barrier removal.

- a. This rehabilitation program’s Income Categories to be Served, Terms, Default, Recipient Selection, Sponsor Selection, and

Recapture Payments are the same as listed in Strategy “D.”

b. Additional Information:

Eligible units shall be either “stick-built” structures or modular/manufactured homes with the Department of Community Affairs insignia and comply with *Chapter 553, Florida Statutes*, or manufactured/mobile homes built after 1994. In any instance where a manufactured house (mobile home) is assisted with SHIP funds, the Owner must have retired the manufactured home (mobile home) title with the Tax Collector’s Office by surrendering it to real estate. The title “is retired” and the manufactured home (mobile home) is inextricably bound to the land. The cost to perform title retirement shall be classified as closing costs. SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

c. Eligible Uses For Barrier Removal Modifications:

- i. Modifications to widen doorways, install accessible doors and hardware, widen halls, kitchens, bathrooms and bedrooms to accommodate mobility aides (canes, walkers, wheelchairs and scooters); grab bars; entry ramps, railings, walkways and landings;
- ii. Non-slip floor surfaces throughout the home environment; may include carpeting, push-able or level hardware; delaying opening and closing mechanisms on egress and;
- iii. Garage doors; interior doors; improved lighting, accessible appliances which include but are limited to front or touch type controls; lever faucets;
- iv. Installation of accessible cabinets, shelves, drawers, sinks, toilets, kitchen, bathroom, utility and swimming pool appliances and fixtures;
- v. Installation and provision of assisted technology products to increase accessibility in the home environment, including but not limited to roll in style or permanent shower chair, environmental control system, hand held shower, non-slip surfacing on accessible roll in with or without curb shower, accessible touch-type light switches and thermostats;
- vi. Smoke alarms and fire detectors; and removal of other architectural barriers.

K. Green Rehabilitation ~~2011-2012, 2012-2013, 2013-2014~~ 2014-2015, 2015-2016, 2016-2017

- a. Summary of the Strategy: Repairs will seek to improve the energy efficiency of the unit, and may include repairs unrelated to energy efficiency. Energy efficiency and green housing-related repairs shall be

informed by a free Energy Audit to be completed by the local Utility Provider. Every effort will be made to leverage SHIP funding with Utility Rebates for insulation, air conditioners replacement and more. Repairs shall also be guided by the 2008 single family rehabilitation specifications included in the Enterprise Foundation's Green Communities Initiative (to be provided to each participating repair contractor).

- b. This rehabilitation program's Income Categories to be Served, Terms, Default, Recipient Selection, Sponsor Selection, and Recapture Payments are the same as listed in Strategy "D."
- c. Eligible Uses For Green Rehabilitation:
 - vii. Window repair, replacement and weather stripping;
 - viii. Paints and primers that meet the Green Seal G-11 Environmental Standard;
 - ix. Commodes with a 1.3 gallons per flush capacity;
 - x. Building envelop sealing specifications;
 - xi. Installation of Energy Star Ceiling Fans
 - xii. Integrated Pest Control Management that does not use insecticides;
 - xiii. Proper ventilation when undertaking substantial rehabilitation.

VI. Housing Incentive Strategies

The following description of affordable housing incentive strategies have been instituted to encourage and produce affordable housing for the County's extremely low-, very low, low, and moderate income households. A number of the strategies are available for expediting the development of housing for all existing or potential homeowners.

Incentive Strategy 1. Expedited permitting for affordable housing projects.

Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and team work. Specific processes that have been established include:

- 1). Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2). Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
- 3). The Director of the Office of Human Services and Community Partnerships and Staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues. These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of 10

days to an average of 5 days.

Incentive Strategy 2. Modification of site planning requirements for affordable housing.

Site design modifications such as reduced lot size, street layout and design, setback reductions, and decreased parking requirements can be obtained by the developers of affordable housing subdivisions under Articles X and XI of the current Leon County land development code.

The Building Inspection Department administratively allows developers to use master building permits as a way of minimizing the cost of designing houses for single family building permitting and the time required for plans review.

Incentive Strategy 3. The modification of fee requirements for affordable housing.

The County eliminated its transportation impact fee in 1995; therefore housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

Incentive Strategy 4. A process by which local government considers, before adoption, policies, procedures, ordinances, and implementation of plan provisions that have a significant impact on affordable housing.

By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to Staff of the Housing Services Division prior to their adoption. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up at a bi-monthly meeting of the Division Directors of Community Development, Development Review, Planning, Environmental Health and Human Services, Housing Services, Building Inspection, and Environmental Compliance for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entity.

Incentive Strategy 5. Identification of Affordable Housing Lots.

When foreclosing on Code Enforcement Board liens, the County has agreed to consider the possible use of foreclosed property for affordable housing. In addition, the County is undertaking another review of county owned properties to determine highest and best use with a focus on development of affordable housing that might be used for affordable housing purposes.

VII. Housing Counseling and Training:

Prospective home buyers and homeowners will receive counseling and training in the areas of purchasing, financing and maintaining a home. The purpose of the Housing Counseling and Training Program is to: 1) assist in determining whether the potential first time home buyer is ready to purchase a home and to help prepare him or her for home ownership; 2) to assist in helping clients in understanding the financing process; 3) to provide information on home maintenance; and 4) to prevent potential mortgage default. Course topics shall include such topics as mortgage loans; other types of loans available; understanding a contractual agreement;

affordable housing programs; mortgage default counseling; budget and credit counseling; and property care and maintenance.

Housing Counseling and Training will be available to extremely low-, very low, low and moderate income individuals and families. Maintaining vital and viable public-private partnerships for the delivery of Program Services will continue in order strengthen the affordable housing programs offered.

VIII. Administration:

Program Responsibility: Responsibility for the implementation of the program shall reside with the Division of Housing Services. The program administrator shall be the Director of Housing Services. The Director of Housing Services shall implement the Local Housing Assistance Plan and coordinate all housing-related activities sponsored by the Board of County Commissioners.

The Housing Finance Authority, in its role as the Citizens Advisory Council, shall examine and research housing policy issues and make recommendations to the Board of County Commissioners, with whom the ultimate responsibility lies.

Administrative Expenses. No more than 10% of the total SHIP award will be expended on administrative expenses. The planned use of funds for each year is shown in the table below.

SHIP Administrative Expenses*			
	<u>FY 2008-2009</u> <u>FY 2014-2015</u>	<u>FY 2009-2010</u> <u>FY 2015-2016</u>	<u>FY 2010-2011</u> <u>FY 2015-2016</u>
Local Government Salaries, Benefits and Operating Expenses for SHIP	\$86,844	\$0.00	\$0.00
Total	\$86,844		

In addition to salaries and benefits, operating expenses include supplies, advertising, printing, travel and training, memberships and subscriptions, postage, insurance, vehicle maintenance, fuel, and similar expenses. It is presently anticipated that the Board of County Commissioners will not employ consultants to implement any part of the SHIP Program or conduct any special studies. Local funding of administrative expenses may decrease and increase during the implementation and closeout of the Small Cities CDBG grant- if a funding allocation is obtained.

RESOLUTION NO. _____

A RESOLUTION PERTAINING TO RULE 67-37, FLORIDA ADMINISTRATIVE CODE, TO ADOPT A LOCAL HOUSING ASSISTANCE PLAN UNDER THE PROVISIONS OF THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM

WHEREAS, Leon County has elected to apply for funding under the State Housing Initiatives Partnership Program, hereinafter referred to as the SHIP program; and

WHEREAS, Chapter 420, Florida Statutes establishing the state SHIP program requires local governments adopt a Housing Assistance Plan; and

WHEREAS, in that plan, the County established the maximum cost per unit and average cost per unit for each strategy is outlined in the SHIP Local Housing Assistance Plan.

WHEREAS, the Division of Housing Services has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County to submit the Local Housing Assistance Plan for review and approval so as to qualify for SHIP funds; and

NOW THEREFORE BE IT RESOLVED THAT LEON COUNTY hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida this the 11th day of March , 2014.

LEON COUNTY, FLORIDA

BY: _____

Kristin Dozier, 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, Esquire

**Leon County
Board of County Commissioners**


Notes for Agenda Item #16

Leon County Board of County Commissioners

Cover Sheet for Agenda #16

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Supervised Pretrial Release Division's Annual Report

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Director, Office of Intervention & Detention Alternatives
Lead Staff/ Project Team:	Teresa Broxton, Pretrial Release Supervisor James Crum, Assistant Drug Screening Coordinator

Fiscal Impact:

This item has no fiscal impact to the County

Staff Recommendation:

Option #1: Accept the Supervised Pretrial Release Division's Annual Report (Attachment #1), and authorize staff to submit to Clerk of Court.

Report and Discussion

Background:

During the 2008 Florida Legislative Session, a bill was proposed requiring Pretrial Release Programs to provide the Clerk of the Circuit Court a weekly registry of all defendants who were released into the Program without a monetary bond (non-secured release). The registry was to contain information such as prior criminal convictions, the current charges against each defendant and any subsequent failures to appear charges for defendants released into the Pretrial Release Program. Further, the document was to contain annual program activity including funding sources, the number of defendants assessed, as well as those recommended for and granted pretrial release. The registry was to be available for public viewing at the Leon County Clerk of the Circuit Court.

Additionally, the legislation required each Pretrial Release Program to submit an annual report to the governing body, and the Clerk of the Circuit Court. The report was to summarize activities within the calendar year,

In December 2013, the Office of Program Policy Analysis & Government Accountability (OPPAGA) published a report, "Most Pretrial Release Programs Continue to Be Compliant with Statutory Reporting Requirements" (Report No. 13-12). OPPAGA staff reported, "Programs have generally complied with statutory requirements, as 28 submitted an annual report and reported that they maintain the required weekly registers." In addition to statistical data, the annual report and surveys also require counties to provide budget and funding information for these programs. According to the December 2013 report, *"During 2012, none of the pretrial release programs responding to our survey reported receiving state general revenue, and 27 of the 28 programs reported that they were primarily funded through county funds."*

Furthermore, the report identified three counties, including Leon, that received grant funding to support their programs. A narrative of Program activities and other information required by the Act is provided in Attachment #1.

In compliance with subsection 4(b) of the Act, Attachment #2 contains the names and case numbers of each person granted non-secured release and those who had warrants issued for failing to appear at a required Court proceeding, acquiring a new arrest or committing a technical violation of pretrial release conditions.

Analysis:

An analysis of the Program's activities between January 1 and December 31, 2013 resulted in the following:

- 2,430 defendants were interviewed for pretrial release
- 1,084 of those interviewed were released to the pretrial program for monitoring and guidance in their compliance with court ordered conditions of release
 - Of the total released, only 5% (56) committed a new law offense;
 - Although an additional 5% (58) failed to appear in court, it is relevant to note that not all were penalized, as the court determined their absence was not willful; and, therefore, excused
 - 20% (207) of the population were reported as unsuccessful by pretrial due to technical issues such as failing to abstain from or testing positive for illegal drugs or alcohol, failing to adhere to curfew, or failing to conform to other rules designed to insure effective monitoring or behavior modification. However, like those who were returned to the court for failure to appear, some were later reinstated as their violations were deemed not willful
 - 763 or 70% of the total population supervised had no incidents and were considered successful

Options:

1. Accept the Supervised Pretrial Release Division's Annual Report (Attachment #1), and authorize staff to submit to Clerk of Court.
2. Do not approve the Supervised Pretrial Release Division Annual Report.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Narrative of Supervised Pretrial Release Division Annual Report
2. Detail Report of Participants in the Supervised Pretrial Release Division

VSL/AR/WH/TB

*LEON COUNTY BOARD OF COUNTY COMMISSIONERS
SUPERVISED PRETRIAL RELEASE PROGRAM
ANNUAL REPORT*



January 1, 2013 – December 31, 2013

In compliance with Section 907.043, Florida Statutes

In compliance with Section 907.043, Florida Statutes, also known as the Citizens' Right-to-Know Act, each pretrial release program must submit an annual report for the previous calendar year to the governing body and to the Clerk of the Circuit Court in the county where the pretrial release program is located. The annual report must be submitted no later than March 31st of every year. This report is submitted in compliance with the aforementioned legislation. The information requested by the statute, which is in bold letters and italicized, is included prior to each response. The statute is also attached for reference.

4(b)1. The name, location, and funding sources of the pretrial release division, including the amount of public funds, if any, received by the pretrial release division.

The Leon County Supervised Pretrial Division is located at 501-C Appleyard Drive, Tallahassee, Florida 32304.

Funding sources for the Supervised Pretrial Release (SPTR) Division include both local general revenue and federal grant funds. A total of \$782,390.35 was received from these sources.

2. The operating and capital budget of each pretrial release program receiving public funds

The operating budget from public funds was \$782,390.35; there was no capital cost associated with the program.

3a. The percentage of the pretrial release program's total budget representing receipt of public funds

The percentage of the pretrial release program's total budget representing receipt of public funds was 82%.

b. The percentage of the total budget which is allocated to assisting defendants obtain release through a nonpublicly funded program.

Revenues were not allocated to assist defendants to obtain release through a non-publicly funded program.

c. The amount of fees paid by defendants to the pretrial release program.

The amount of fees paid by defendants to the pretrial release program total \$168,817.00. Fees included \$40 monthly supervision costs unless waived by the Court. Defendants assigned electronic monitoring were required to pay: \$12 per day for a Secure Continuous Remote Alcohol Monitor (SCRAM) unit. These fees helped to support the program and offset revenues expended from public funds.

4. *The number of persons employed by the pretrial release program.*

The number of persons employed by the Division totaled 12 staff members during 2013. This included one full-time equivalent (FTE) employee funded through a grant. SPTR staff was responsible for all administrative and operations tasks.

5. *The number of defendants assessed and interviewed for pretrial release.*

The number of defendants assessed and interviewed for pretrial release totaled 2,430.

6. *The number of defendants recommended for pretrial release.*

In accordance with Administrative Order No. 2006-02, Uniform Bond Schedule and Pretrial Release Procedures, Second Judicial Circuit, Florida, which governs SPTR operations, Program staff did not recommend defendants for pretrial release. All defendants authorized to participate in the Leon County's Supervised Pretrial Release Program were admitted through Judicial Order.

7. *The number of defendants for whom the pretrial release program recommended against non-secured release.*

In accordance with Administrative Order No. 2006-02, Program staff did not recommend defendants against non-secured release.

8. *The number of defendants granted non-secured release after the pretrial release program recommended non-secured release.*

In accordance with Administrative Order No. 2006-02 and as stated in number 6 above, staff did not recommend defendants for pretrial release.

9. *The number of defendants assessed and interviewed for pretrial release who were declared indigent by the court.*

As the pretrial program is dictated by Administrative Order No. 2006-02, indigent status was not assessed at time of interview.

10. *The name and case number of each person granted nonsecured release who:*

- a. Failed to attend a scheduled court appearance.***
- b. Was issued a warrant for failing to appear.***
- c. Was arrested for any offense while on release through the pretrial release program.***

The attached *List of Violators* answers these questions.

11. Any additional information deemed necessary by the governing body to assess the performance and cost efficiency of the pretrial release program.

The following is provided as additional information:

- a. 425 defendants were granted non-secured release to the Supervised Pretrial Division between January 1 and December 31, 2013. An additional 659 defendants who were also required to post a bond were accepted into the Program during this same period.
- b. The average daily operating cost of the jail per inmate was \$67.63. The cost of using the SPTR as an alternative cost is \$6.74 per day. The Program diverted an estimated total of 150,015 inmate days from the Leon County jail. This resulted in a daily savings of \$60.89. The total cost savings was \$9,134,413.35.

Reminder: In compliance with subsection 4(b)10, the *List of Violators* is attached.

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 1 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
ADDISON, ALEXUS	232241	10/22/13			10/22/13
<i>Case Number</i>	<i>Charge</i>				
2013CF2682A1	VOP/FTA/UTTERING				
2013CF2682A2	GRAND THEFT IS \$300 OR MORE BUT LESS THAN \$5000				
AGUIRRE, AUSTIN	227932			07/12/13	
<i>Case Number</i>	<i>Charge</i>				
2013CT2149A1	VOP/DRIVING UNDER THE INFLUENCE				
ALFORD, TONYA	179327			07/16/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF1507A1	FELONY BATTERY				
ANDERSON, LEONEL	222056	01/29/13			01/29/13
<i>Case Number</i>	<i>Charge</i>				
2011MM5517A1	FTA/TRESPASS IN STRUCTURE				
AVERETT, DERREK	230993	07/25/13			07/25/13
<i>Case Number</i>	<i>Charge</i>				
2013CF1638A1	VOP/FTA/GRAND THEFT				
BATTLE, YOUNARD	229367	04/02/13			04/02/13
<i>Case Number</i>	<i>Charge</i>				
2013MM721A1	VOP/FTA/POSSESSION OF CANNABIS				
BENFIELD, JEREMY	83127			07/03/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM2340A1	DISORDERLY INTOX				
2013MM2340A2	RESIST OFFICER OBSTRUCT WO VIOLENCE				
BOYD, OTTIS	204282	12/17/13	09/25/13	11/27/13	12/17/13
<i>Case Number</i>	<i>Charge</i>				
2013MM3097A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
2013MM3990A1	FTA/TRESPASS AFTER WARNING IN STRUCTURE				
BRADLEY, JESSICA	232195		11/07/13		
<i>Case Number</i>	<i>Charge</i>				
2013CF2637A1	RESISTING OFFICER WITH VIOLENCE				
2013CF2637A2	BATTERY ON LAW ENFORCEMENT OFFICER				
2013CF2637A3	RESIST OFFICER OBSTRUCT WO VIOLENCE				
2013CF2637A4	RESIST OFFICER WITH VIOLENCE				
2013CF2637A5	OBSTRUCTING JUSTICE INTIMIDATE THREATEN WITNESS VICT INFORMANT				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 2 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
BROWN, MARCUS	229711			07/03/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM1038A1	PETIT THEFT (LESS THAN \$100)				
2013MM2571A1	VOP/PETIT THEFT 1ST OFF				
2013MM2571A2	VOP/MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
BRYANT, JAMES	3576		12/18/13		
<i>Case Number</i>	<i>Charge</i>				
2013CT3815A1	DUI ALCOHOL OR DRUGS 1ST OFF				
2013CT3980A1	DUI ALCOHOL OR DRUGS				
2013CT3980A2	NONMOVING TRAFFIC VIOL DRIVE WHILE LIC SUSP 1ST OFF				
2013CT3980A3	REFUSE TO SUBMIT TO DUI TEST				
CLARK, BETTY	91264			01/09/13	
<i>Case Number</i>	<i>Charge</i>				
2012CF3577A1	EXPLOITATION OF ELDERLY OR DISABLED				
CLARK, JASON	227546	01/14/13			01/14/13
<i>Case Number</i>	<i>Charge</i>				
2012CF3569A1	VOP/TRESPASS ON PROPERTY				
2012CF3569A2	FTA/PETIT THEFT (VALUE GREATER THAN \$100)				
COATES, WILLIAM	228519		06/25/13		
<i>Case Number</i>	<i>Charge</i>				
2012CF4131B1	ARMED ROBBERY WITH FIREARM				
COLLIER, BRYAN	231066			11/07/13	
<i>Case Number</i>	<i>Charge</i>				
2013CT1911A1	RECKLESS DRIVING 1ST OFF				
COOK, ROBERT	93723		08/20/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM3263A1	TRESPASS ON PROPERTY AFTER WARNING				
2013MM3367A1	TRESPASS IN STRUCTURE				
COOK, ROBERT	93723		11/12/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM4138A1	TRESPASS AFTER WARNING IN STRUCTURE				
COOKSEY, TANYA	120430	06/24/13			06/24/13
<i>Case Number</i>	<i>Charge</i>				
2012CF2906A1	FTA/FELONY BATTERY				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 3 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
COOPER, SHELLY	222423	06/03/13		08/14/13	06/03/13
<i>Case Number</i>	<i>Charge</i>				
2012MM30A1	FTA/FRAUD-INSUFF FUNDS CHECK MAKE UTTER ISSUE UNDER 150 DOLLARS				
2013CF1671A1	FTA/GRAND THEFT OF FIRERAM				
DAVIS, DERRICK	227049			10/04/13	
<i>Case Number</i>	<i>Charge</i>				
2012MM4192A1	POSSESSION OF CANNABIS				
2012MM4192A2	POSSESSION OF PARAPHERNALIA				
DAVIS, SERGEI	224221	02/06/13	02/09/13		02/06/13
<i>Case Number</i>	<i>Charge</i>				
2012MM1621A1	FTA/PETIT THEFT				
2013MM677A1	MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS				
DAY, LAURA	231840		10/19/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM4070A2	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
DEATS, BRENDA	231251			10/23/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF2991A1	OUT-OF-STATE FUGITIVE FROM JUSTICE/ LACKAWANNA CO SO, SCRANTON PENNSYLVANIA/ CONTEMPT OF COURT FTA-ACCESS DEVICE FRAUD				
DICE, CHRISTIE	219172			01/03/13	
<i>Case Number</i>	<i>Charge</i>				
2011CF2115A1	VOP/DEALING IN STOLEN PROPERTY				
2011CF2115A2	VOP/DEALING IN STOLEN PROPERTY				
2011CF2115A3	VOP/PETIT THEFT				
2011CF2115A4	VOP/PETIT THEFT				
2011CF2115A5	VOP/PETIT THEFT				
2011CF2115A6	VOP/PETIT THEFT				
2011CF2115A7	VOP/PETIT THEFT				
2011CF2115A8	VOP/PETIT THEFT				
2011CF2115A9	VOP/DEFRAUDING A PAWNBROKER				
DICKEY, KAREN	1136	01/29/13		01/16/13	01/29/13
<i>Case Number</i>	<i>Charge</i>				
2012CF3935A1	FTA/FELONY THEFT				
EDEN, GENIE	227473	01/08/13			01/08/13
<i>Case Number</i>	<i>Charge</i>				
2012MM4566A1	FTA/BATTERY				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 4 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
EDWARDS, OMAR	220184		11/06/13		
<i>Case Number</i>	<i>Charge</i>				
2013CT2839A1	RECKLESS DRIVING 1ST OFF				
ELLIS, JONATHAN	221633		09/01/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM266A1	BATTERY				
EVANS, PATRICK	230551		05/02/13		
<i>Case Number</i>	<i>Charge</i>				
2013CF1259A1	GRAND THEFT OF MOTOR VEHICLE				
FLEMMING, MICHAEL	231231	09/26/13			09/26/13
<i>Case Number</i>	<i>Charge</i>				
2013MM2361A1	FTA/DOMESTIC BATTERY				
FLOYD, MICHAEL	226143			05/16/13	
<i>Case Number</i>	<i>Charge</i>				
2012CF2673A1	BATTERY				
2012CF2673A2	BATTERY				
2012CF2673A3	BATTERY				
FRANKLIN, NATALIE	230919			07/10/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF1586A1	POSSESSION OF COCAINE				
2013CF1586A2	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2013CF1586A3	DUI ALCOHOL OR DRUGS				
GALLUZZO, JEFFREY	227841		03/13/13	04/22/13	
<i>Case Number</i>	<i>Charge</i>				
2012CT4027A1	DRIVING UNDER THE INFLUENCE				
GILBERT, RANDY	180889			08/19/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF2195A1	POSSESSION OF MORE THAN 20 GRAMS CANNABIS				
2013CF2195A2	POSSESSION OF PARAPHERNALIA				
GODWIN, JOSEPH	89662		02/22/13		
<i>Case Number</i>	<i>Charge</i>				
2012MM4200A1	DOMESTIC BATTERY				
2012MM4200A2	BATTERY				
2012MM4200A3	BATTERY TOUCH OR STRIKE				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 5 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
GOMEZ PRETEL, DAVID	181342			12/27/13	
<i>Case Number</i>	<i>Charge</i>				
2013CT3243A1	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2013CT3243A2	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2013CT3243A3	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
2013CT3243A4	DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
GOSHA, RAYLONDA	228635	05/15/13			05/15/13
<i>Case Number</i>	<i>Charge</i>				
2013MM48A1	FTA/DISORDERLY CONDUCT				
2013MM48A2	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
GRAY, LADREKUS	232553		10/07/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM3748A1	DOMESTIC BATTERY				
GREENAWALT, HUNTER	212395			04/23/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM1358A1	DISORD CONDUCT AFFRAY				
2013MM1358A2	DISORD CONDUCT AFFRAY				
HARDWICK, DEMETRIUS	114003	09/03/13			09/03/13
<i>Case Number</i>	<i>Charge</i>				
2013MM3030A1	VOP/FTA/VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
HARGROVE, KEITH	13825	11/12/13			11/12/13
<i>Case Number</i>	<i>Charge</i>				
2013MM3574A1	FTA/TRESPASS IN OCCUPIED STRUCTURE				
2013MM3574A2	FTA/DISORDERLY CONDUCT				
2013MM3574A3	FTA/RESISTING OFFICER WITHOUT VIOLENCE				
HATCHER, CHRISTOPHER	231631		07/19/13	08/02/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM2784A1	DISORDERLY CONDUCT				
HAWKINS, DONTE	232671		09/25/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM3840A1	DISORDERLY CONDUCT				
2013MM3840A2	RESISTING OFFICER WITHOUT VIOLENCE				
HINTON, JANAL	228333	09/18/13			09/18/13
<i>Case Number</i>	<i>Charge</i>				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Year:2013

Page 6 of 13

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2012CF4008A1	FTA/ARSON OF DWELLING				
HOSAY, SUSAN	230591			05/31/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF1286A1	BURGL OF UNOCCUPIED DWELLING; UNARMED; NO ASSAULT/BATT				
2013MM2020A1	TRESPASS IN STRUCTURE				
HURST, JOHNNIE	229456			07/03/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF514A1	RECKLESS DRIVE DAMAGE PERSON OR PROPERTY				
JACKSON, BARBARA	42536	02/25/13		02/14/13	02/25/13
<i>Case Number</i>	<i>Charge</i>				
2012CF3505A1	PETIT THEFT 1ST OFF				
JACKSON, COLE	230932	09/30/13	07/20/13		09/30/13
<i>Case Number</i>	<i>Charge</i>				
2013MM2078A1	TRESPASS ON PROPERTY AFTER WARNING				
2013MM2980A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
2013CF2368A1	RESISTING WITHOUT VIOLENCE				
JONES, CHRISTOPHER	231651			08/01/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM2800A1	VIOLATION OF DOMESTIC VIOLENCE INJUNCTION				
JONES, EMMITTCIA	211485			08/01/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM1862A1	VOP/DISTURBING PEACE BREACH PEACE				
JONES, JOHNNIE	100102	06/04/13			06/04/13
<i>Case Number</i>	<i>Charge</i>				
2012MM4797A1	FTA/PETIT THEFT				
JONES, MILLER	228571			06/04/13	
<i>Case Number</i>	<i>Charge</i>				
2012CT4584A1	VOP/DRIVING UNDER THE INFLUENCE CAUSING DAMAGE TO PERSON OR PROPERTY				
KNIGHT, JOYCE	20761	07/02/13			07/02/13
<i>Case Number</i>	<i>Charge</i>				
2005MM6701A1	FTA/PROSTITUTION				
LAGRANE, MICHAEL	127633	10/23/13		10/21/13	10/23/13
<i>Case Number</i>	<i>Charge</i>				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 7 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
2013CF3019A1		FTA/FELONY THEFT			
2014MM96A1		NARCOTIC EQUIP-POSSESS AND OR USE			
.....					
LANE, LAKENYA	191133			04/01/13	
<i>Case Number</i>		<i>Charge</i>			
2013MM228A1		SIMPLE BATTERY			
.....					
LEON, SAMMY	230079			05/24/13	
<i>Case Number</i>		<i>Charge</i>			
2013CT1200A1		DRIVING UNDER THE INFLUENCE			
.....					
LING, FONTAVIOUS	193345		05/08/13		
<i>Case Number</i>		<i>Charge</i>			
2013MM1934A1		DOMESTIC BATTERY			
2013CF1404A1		VOP/FAILURE OF SEXUAL OFFENDER TO REPORT			
2013CF1496A1		FAILURE OF SEXUAL OFFENDER TO REPORT			
.....					
MADRY, ALLISON	229480			06/13/13	
<i>Case Number</i>		<i>Charge</i>			
2013CF525A1		VOP/AGGRAVATED BATTERY WITH A DEADLY WEAPON			
.....					
MAIGE, AUSTIN	228791		02/15/13		
<i>Case Number</i>		<i>Charge</i>			
2013MM119A1		VOP/STALKING			
.....					
MARTIN, JANICE	149979		10/10/13		
<i>Case Number</i>		<i>Charge</i>			
2013MM807A1		VOP/TRESPASS ON PROPERTY AFTER WARNING			
.....					
MAYS, HENRY	219115			02/21/13	
<i>Case Number</i>		<i>Charge</i>			
2011CF2061A1		AGGRAVATED ASSAULT WITH FIREARM			
2011CF2061A2		FALSE IMPRISONMENT			
.....					
MCADAM, TREVOR	232950	12/03/13		11/01/13	12/03/13
<i>Case Number</i>		<i>Charge</i>			
2013MM4123A1		DOMESTIC BATTERY			
.....					
MCCULLOUGH, GINGER	232031	08/20/13		08/13/13	08/20/13
<i>Case Number</i>		<i>Charge</i>			
2013MM3194A1		FTA/PETIT THEFT			
2013MM3194A2		FTA/RESISTING A MERCHANT			

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 8 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
METCALF, JAMES	206188	06/17/13			06/17/13
<i>Case Number</i>	<i>Charge</i>				
2012CF3147A1	FTA/VOP/DEALING IN STOLEN PROPERTY				
2012CF3147A2	FTA/VOP/DEFRAUDING A PAWNBROKER				
2012CF3147A3	FTA/VOP/DEALING IN STOLEN PROPERTY				
2012CF3147A4	FTA/VOP/DEFRAUDING A PAWNBROKER				
2012CF3147A5	FTA/VOP/DEFRAUDING A PAWNBROKER				
2013CF1802A1	AGGRAVATED ASSAULT WITH DEADLY WEAPON				
2013CF1913A1	LEWD OR LASCIVIOUS BATTERY				
MICKENS, GERMAINE	231477	09/16/13			09/16/13
<i>Case Number</i>	<i>Charge</i>				
2013MM2593A1	FTA/BATTERY				
2013MM2593A2	FTA/RESISTING A MERCHANT				
2013MM2593A3	FTA/PETIT THEFT				
MIRANDA, ANTONIO	210889	11/12/13		08/22/13	11/12/13
<i>Case Number</i>	<i>Charge</i>				
2010MM1510A1	VOP/FTA/CRIMINAL MISCHIEF (OVER \$200 UNDER \$1000 DAMAGES)				
2013MM2106A1	FTA/FALSE REPORT TO LAW ENFORCEMENT				
MOUNDS, MARK	114304	02/05/13			02/05/13
<i>Case Number</i>	<i>Charge</i>				
1998CF1125A1	FTA/VOP/POSSESSION OF CANNABIS WITH INTENT TO SELL				
MULLINS, LISA	232158			11/04/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF2618A1	GRAND THEFT BY P.W.B.C.				
MULLINS, MICHAEL	230300			07/15/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF1091A2	FTA/POSSESSION OF HYDROMORPHONE				
2013CF1091A3	FTA/POSSESSION OF COCAINE				
2013CF1091A4	FTA/POSSESSION OF CANNABIS				
NAHOOM, ROBERT	220670		09/02/13		
<i>Case Number</i>	<i>Charge</i>				
2013CT2147A1	DRIVING UNDER THE INFLUENCE SUBSEQUENT CONVICTIONS				
NEUFVILLE, CHANEL	228651			05/08/13	
<i>Case Number</i>	<i>Charge</i>				
2013CT45A1	RECKLESS DRIVING 1ST OFF				

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 9 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
NEWMAN, ROBERT	1159			11/21/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM4579A1	TRESPASS ON PROPERTY AFTER WARNING				
NIEVES, JOSEPH	175774			12/17/13	
<i>Case Number</i>	<i>Charge</i>				
2012CF3629A1	BURGLARY OF DWELLING				
2012CF3629A2	GRAND THEFT-THIRD DEGREE (\$100 TO \$ 300 VALUE FROM DWELLING OR CURTILAGE)				
2012CF3629A3	GRAND THEFT OF MOTOR VEHICLE				
2012CF3629A4	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
NUNEZ, OLLEN	25895			11/15/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF3416A1	POSSESSION OF HYDROCODONE				
2013CF3416A2	TRESPASS ON PROPERTY				
OWENS, DEONTRAE	230213			05/06/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF1038A1	POSSESSION OF MORE THAN 20 GRAMS CANNABIS WITH INTENT TO SELL				
2013CF1038A2	POSSESSION OF PARAPHERNALIA				
PHAN, JULIE	230656			06/27/13	
<i>Case Number</i>	<i>Charge</i>				
2013MM1856A1	DOMESTIC BATTERY				
PILEGGI, PATRICK	61490		08/14/13		
<i>Case Number</i>	<i>Charge</i>				
1991CF4079A1	GRAND THEFT BY P.W.B.C.				
RALEY, AMANDA	195333		12/03/13		
<i>Case Number</i>	<i>Charge</i>				
2013MM4319A1	DISORDERLY CONDUCT				
2013CT3779A1	DRIVING UNDER THE INFLUENCE				
2013CT3779A2	DRIVING WHILE LICENSE SUSPENDED OR REVOKED				
2013CT3779A3	REFUSAL TO ACCEPT AND SIGN SUMMONS				
2013CT3779A4	REFUSE TO SUBMIT TO DUI TEST				
READ, MICHAELA	228765			09/18/13	
<i>Case Number</i>	<i>Charge</i>				
2013CF103A1	POSSESSION OF OXYCODONE				
ROBERTSON, VICTORIA	230258	04/30/13			04/30/13

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 10 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2013MM1528A1		FTA/TRESPASS ON PROPERTY AFTER WARNING			
ROBINSON, LAPORSHA	221841	02/19/13			02/19/13
<i>Case Number Charge</i>					
2012CF4156A1		BATTERY			
ROSS, TRENTIN	216509			01/14/13	
<i>Case Number Charge</i>					
2011CF310A1		MARIJUANA-POSSESS NOT MORE THAN 20 GRAMS			
2011CF310A2		POSSESSION OF PARAPHERNALIA			
RUIZ, HECTOR	230271			07/10/13	
<i>Case Number Charge</i>					
2013CF1386A3		POSSESSION OF CANNABIS			
SANTIAGO, LUIS	189642	10/08/13		10/04/13	10/08/13
<i>Case Number Charge</i>					
2013MM3470A1		FTA/BATTERY			
SCOTT, GEORGE	148240	02/28/13			02/28/13
<i>Case Number Charge</i>					
2011CF2440A1		FTA/BATTERY ON LAW ENFORCEMENT OFFICER			
SIMS, DAPHNE	201130		06/15/13		
<i>Case Number Charge</i>					
2013CF1380A1		AGGRAVATED ASSAULT WITH DEADLY WEAPON			
2013CF1380A2		BATTERY			
SKIDMORE, KENNETH	226048	07/09/13		06/19/13	07/09/13
<i>Case Number Charge</i>					
2013MM2341A1		FTA/TRESPASS ON PROPERTY			
2013MM2341A2		FTA/PETIT THEFT			
SMITH, BREANA	228955			05/29/13	
<i>Case Number Charge</i>					
2013MM889A1		BATTERY			
STAFFORD, WALLACE	42896	09/10/13			09/10/13
<i>Case Number Charge</i>					
2013MM3589A1		FTA/DISORDERLY CONDUCT			
STALLWORTH, DEMETRIUS	227973			05/21/13	

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 11 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2012MM4997A1	CRIMINAL MISCHIEF (UNDER \$200 DAMAGES)				
STANDAN, HERALD	228145	02/05/13		01/03/13	02/05/13
<i>Case Number Charge</i>					
2012MM5114A1	FTA/TRESPASS ON PROPERTY AFTER WARNING				
STARNES, DAPHNE	231565			07/11/13	
<i>Case Number Charge</i>					
2013MM2695A1	PETIT THEFT				
STEPHENS, STEVEN	224906			10/31/13	
<i>Case Number Charge</i>					
2012CF1730A1	VOP/FTA/POSSESSION OF ADDERALL				
STOKES, CHRISTOPHER	175526		01/24/13		
<i>Case Number Charge</i>					
2012MM5308A1	TRESPASS ON PROPERTY AFTER WARNING				
2012MM5308A2	RESISTING OFFICER WITHOUT VIOLENCE				
2013MM1135A1	RESIST MERCHANT				
2013MM1135A2	PETIT THEFT				
UPSHAW, TIYONNA	227813	01/09/13			01/09/13
<i>Case Number Charge</i>					
2012CF3705A1	VOP/BATTERY				
WALKER, WALTER	230488	07/10/13			07/10/13
<i>Case Number Charge</i>					
2013CF1225A1	FTA/CARRYING A CONCEALED FIREARM				
WALLS, RACHEL	231112			06/17/13	
<i>Case Number Charge</i>					
2013CF1739A1	POSSESSION OF PARAPHERNALIA				
2013CF1739A2	POSSESSION OF ALCOHOL BY PERSON UNDER 21 YEARS OF AGE				
2013CF1739A3	POSSESSION OF ADDERALL				
2013MM3265A1	POSSESSION OF PARAPHERNALIA				
2013MM3265A2	POSSESSION OF ALCOHOL BY PERSON UNDER 21 YEARS OF AGE				
WASHINGTON, FIONIA	229279	05/29/13			05/29/13
<i>Case Number Charge</i>					
2013CF405A1	FTA/GRAND THEFT FROM RETAIL MERCHANT				
WASHINGTON, HERMAN	91746		07/21/13		

Leon County Supervised Pretrial Release Program Public Registry Activity Detail

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2
Page 12 of 13

Year:2013

List of Violaters

Name	SPN	FTA	New Arrest	Tech Viol.	FTA Warrants Issued
<i>Case Number Charge</i>					
2013CF2343A1					
2013CF2514A1					

WATTS, JAMES	210543		10/06/13		
<i>Case Number Charge</i>					
2013CF2215A1					

WHITE, RICHARD	199933			04/22/13	
<i>Case Number Charge</i>					
2012MM1932A1					
2012MM1932A2					

WILKERSON, JEFFREY	215143			12/06/13	
<i>Case Number Charge</i>					
2013CF336A1					

WILLIAMS, JONATHAN	222767	06/03/13			06/03/13
<i>Case Number Charge</i>					
2012CF263A1					
2012CF263A2					

WRIGHT, JIRANEEKA	223376			01/04/13	
<i>Case Number Charge</i>					
2012CF2953A1					
2012CF2953A2					
2012CF2953A3					

WYCHE, DESIREE	231289	07/31/13			07/31/13
<i>Case Number Charge</i>					
2013MM2429A1					

TOTALS		39	27	55	39

Leon County Supervised Pretrial Release Program Public Registry Activity Summary

501-C Appleyard Drive, Tallahassee, FL 32304

Attachment #2

Page 13 of 13

Year:2013

Month	Interviewed		Assessed		Accepted	
	Indigent	Total	Indigent	Total	Indigent	Total
JANUARY, 2013	0	293	0	250	30	45
FEBRUARY, 2013	0	252	0	172	12	21
MARCH, 2013	0	282	0	210	22	34
APRIL, 2013	0	318	0	250	22	38
MAY, 2013	0	345	0	298	32	43
JUNE, 2013	0	261	0	208	25	32
JULY, 2013	0	307	0	244	36	47
AUGUST, 2013	0	260	0	204	24	27
SEPTEMBER, 2013	0	201	0	149	29	38
OCTOBER, 2013	0	227	0	170	34	39
NOVEMBER, 2013	0	180	0	138	23	35
DECEMBER, 2013	0	176	0	137	21	26
Totals	0	3,102	0	2,430	310	425

**Leon County
Board of County Commissioners**


Notes for Agenda Item #17

Leon County Board of County Commissioners

Cover Sheet for Agenda #17

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of Status Report Regarding Strategic Initiatives Related to the Provision of Services to Leon County Seniors

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Tony Park, P.E., Director, Public Works and Community Development Leigh Davis, Director of Parks & Recreation
Lead Staff/ Project Team:	Josh McSwain, Parks Supervisor for Passive Parks and Community Centers

Fiscal Impact:

This item has no fiscal impact. Funding for these services is provided in the FY14 adopted budget.

Staff Recommendation:

Option #1: Accept the status report regarding the strategic initiatives related to the provision of services to Leon County Seniors.

Report and Discussion

Background:

The County's Strategic Plan as adopted by the Board identifies "Quality of Life" as one the four Strategic Priorities. It calls for the County, *"To be a provider of essential services in our continuous efforts to make Leon County a place where people are healthy, safe and connected to their community."*

This priority emphasizes enhancing and supporting amenities that provide social offerings for residents and visitors of all ages and to create senses of place in the County's rural areas through programs in appropriate areas to encourage connectedness. One of the distinct ways the County, through the Division of Parks & Recreation in partnership with the Leon County Senior Outreach Program, is achieving this priority is through senior programming at the six community centers.

Analysis:

During the FY14 budget cycle, funding for the Leon County Senior Outreach Program was transferred to the Division of Parks & Recreation from the Office of Human Services and Community Partnerships. The intent of this transfer was to better align the service provider (Leon County Senior Outreach Program) with the facility provider (Division of Parks & Recreation). In doing so, a more direct and efficient working partnership has been fostered.

Over the last 12 months, new programs, such as the Canasta, Cards & Games at the Lake Jackson Community Center and the Computer Classes at the Miccosukee Community Center and Eastside Branch Library have strengthened the offerings being provided to the County's seniors. In addition to these new offerings, the senior outreach program continues to provide a variety of art classes, exercise and fitness classes, and monthly Lunch and Learn sessions at the County's six Community Centers.

With the purpose of engaging more seniors and encouraging connectedness, staff has been working with Susan Davis, the coordinator of the Leon County Senior Outreach Program, and the Community and Media Relations team to identify better ways to promote the services and grow participation. In the near future, staff will be piloting a new approach to promoting the programs through an intergenerational, old-fashioned ice cream social. The hope is to bring families out to see what services and activities are available for senior relatives.

Three socials have currently been scheduled, one per month, during April, May, and June. Those events will take place on the following dates and locations:

April 26, 2014	Woodville Community Center
May 17, 2014	Lake Jackson Community Center
June 14, 2014	Ft. Braden Community Center

The exact time has yet to be determined, but will likely be between 1:00 and 4:00 pm. Should these three events prove successful, staff intends to host events at the remaining three centers as well (Dorothy C. Spence Community Center, Miccosukee Community Center, and the Bradfordville Community Center).

Options:

1. Accept the status report regarding the strategic initiatives related to the provision of services to Leon County Seniors.
2. Do not accept the status report regarding the strategic initiatives related to the provision of services to Leon County Seniors.
3. Board direction.

Recommendation:

Option #1.

VSL/TP/LD/LD/ld

**Leon County
Board of County Commissioners**

Notes for Agenda Item #18

**Leon County
Board of County Commissioners**

Cover Sheet for Agenda #18

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Acceptance of a Status Update on the County Sustainability Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Office of Resource Stewardship
Lead Staff/Project Team:	Kathryn Ziewitz, Coordinator, Office of Sustainability

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status update on the County Sustainability Program.

Report and Discussion

Background:

The Office of Resource Stewardship provides the Board with regular updates on the County's Resource Stewardship/Sustainability activities. The reports contain a brief summary of community engagement and education efforts, and updates on major initiatives, both recently completed and pending. This status report reviews the activities from November 2013 through February 2014.

The following agenda items were submitted to the Board, concurrent with or since the November 19, 2013 status report was generated.

Date	Title	Action
11/19/2013	Adoption of a Resolution Authorizing Issuance of Not to Exceed \$200,000,000 Revenue Bonds and Authorizing Validation Proceedings for the Commercial PACE Program	The Board (sitting as the Leon County Energy Improvement District) approved the resolution.

This status report identifies a number of activities (Community Garden program, citizen engagement sustainability events, commercial PACE, Green Fleet) that are essential to the following Strategic Initiatives that the Board has adopted. These include:

- Implement strategies to promote renewable energy and sustainable practices, including:
 - Consider policy for supporting new and existing community gardens on County property and throughout the County;
 - Construction of the Leon County Cooperative Extension net-zero energy building;
 - Pursue opportunities to fully implement a commercial PACE program; and,
 - Further develop Green Fleet initiatives.
- Develop and implement strategies for 75% recycling goals by 2020, including: identify alternative waste disposal options.
- Conduct Leon County Sustainable Communities Summit.
- Implement strategies which ensure responsible stewardship of County resources, including: program performance evaluation and benchmarking.

These particular Strategic Initiatives align with the Board's Strategic Priorities – Environment and Governance:

- Educate citizens and partner with community organizations to promote sustainable practices. (EN3)
- Reduce our carbon footprint, realize energy efficiencies, and be a catalyst for renewable energy, including solar. (EN4)
- Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner. (G5)

Analysis:

This report serves as a tool to keep the Board apprised of the success and efforts of the County's Sustainability Program. The status information is arranged within three primary categories: 1) Resource Conservation, 2) Policy & Program Administration, and, 3) Civic Engagement and Community Partnership.

1. Resource Conservation

The following are some initiatives taking place with the intent of energy and resource conservation.

- CNG Rebate – In partnership with Fleet, staff submitted an application for a rebate under a new state program administered by the Florida Office of Energy. The rebate program encourages use of natural gas fuel for vehicles by compensating for half the cost of investment in a compressed natural gas (CNG) vehicle over and above the cost of purchasing a non-CNG vehicle. The rebate program will be in place for the next five years, accepting applications as funds are available. A rebate application was submitted requesting \$4,750 for a one-ton truck acquired in fall of 2013 that was fitted to use CNG fuel. Staff will continue to apply for rebates as new CNG vehicles are acquired or converted.
- Servingware Purchasing Guidelines – Staff researched and developed guidelines and product recommendations for purchasing servingware, such as plates, cups, napkins, and utensils. The guidelines provide best choices, better choices, and worst choices to make when selecting goods in order to minimize waste, while also being fiscally prudent. Although not a formal policy, the guidelines are intended to be followed by all Board of County Commissioners departments and divisions when purchasing goods for events or celebrations. These guidelines are in the process of being disseminated. Additionally, they will be provided to community partners through the EcoTeam project to be shared with civic and faith organizations to guide them in reducing waste at their events, achieving a broader and community-level application.

2. Policy & Program Administration

Various efforts have contributed to laying the foundation of the sustainability program that will guide the program goals and funding into the future.

- Commercial PACE – The program is actively being initiated. In order to provide funding for the commercial PACE program, the Leon County Energy Improvement District is pursuing a bond issue in an amount not to exceed \$200,000,000. The Bond Validation hearing is scheduled for March 10, 2014. Only those bonds which are necessary to fund the qualified improvements for the energy efficiencies would be bought by the County's third-party administrator, Ygrene, and the debt service on the bonds would be the periodic payments for the lien on the property for the amount of commercial improvements. After bond validation, a team made of representatives from County Administration, County Attorney's Office, Management and Budget Office, and Sustainability Office will pursue the remaining administrative tasks to establish the non-ad valorem assessment. Request for approval and related updates will be provided to the Board over the coming months.

In addition to establishing the framework necessary to finance and collect, efforts are underway to market and launch the program. The program has been branded “Upgrade Leon” which reflects the broad scope of projects eligible for PACE funding such as cool roofs, chiller systems, and solar PV. Ygrene has developed a website (www.UpgradeLeon.com), as well as a basic informational flyer (Attachment #1), both of which will be updated and expanded overtime. The contract with Ygrene requires the establishment of an office within the community. This site will be used for stakeholder education, community outreach, customer service, contractor liaison, and information sources. Staff identified an opportunity to co-locate an Ygrene office within the Renaissance Building, together with the Department of Developmental Support & Environmental Management. Vacant office space will be leased to Ygrene at market rate, providing access to the community room for contractor training sessions. This co-location will provide a high level of convenience and customer service to Upgrade Leon participants, who frequently have other related business to conduct within the Renaissance building.

Ygrene is responsible for design and implementation of the PACE marketing initiative. Ygrene has met with numerous key stakeholders in the community to brief them on the Upgrade Leon program. These meetings have been fruitful with the PACE concept being well received. Reflective of the positive response, it is likely there will be a formal applicant within the coming weeks. This potential applicant anticipates financing approximately \$150,000 to install solar PV, geothermal and LED lighting in a retrofit project. Appropriate public announcements and ceremony will take place in recognition of the first Upgrade Leon project. Additionally the Board will receive routine updates on the type, scope, and status of projects financed through Upgrade Leon

- Green Fleet Metrics Reporting – An initiative is underway to create and implement a dashboard for reporting quarterly fuel use and fuel economy metrics. The effort will rectify data gaps and inaccuracies in existing databases and establish a standard system for comparing fuel usage across vehicle classes, departments, and season by season. The dashboard reports will assist the County in attaining its goal of a 3% reduction in fuel use by year FY15 by making data more accessible and easier for managers to analyze and respond to.
- Community Garden Policy – New gardens continue to be developed and awarded grants consistent with the Board’s Community Garden Policy (adopted 2012). Staff engage in ongoing publicity efforts to promote the County’s community gardening program, including promoting the program at Leon County “Sustainable Community Matters” series events (Attachment #2) and at other community expos, including the City of Tallahassee’s Sustainable YOU Conference.

The *Pumpkin Place County Community Garden* was dedicated February 2, 2014. The Dedication Ceremony was attended by Leon County Commissioners Mary Ann Lindley and John Dailey, and had good participation from residents; five of whom subsequently enrolled for garden membership. The event was covered in the local print and television news media (Attachment #3).

This garden is the latest citizen-initiated, County-supported effort made possible under Leon County's Community Garden Program. Gardens supported through the County program enhance the sustainability and quality of life in our community by providing healthful local food and creating positive neighborhood gathering places. The Pumpkin Place Community Garden began as an initiative of residents in the Lake Jackson Heights neighborhood, where it is providing new social and environmental benefits to a previously vacant site acquired by the County as a flooded property. The County has helped to develop the site and provided funding for garden materials and supplies. The gardeners plan to grow crops that reflect Leon County's agricultural heritage, including Seminole pumpkins, velvet beans, and Indian corn. To date, the garden has 25 participants and continues to enroll more.

In addition, staff awarded grants to three new Stakeholder Community Gardens on non-County lands, making a total of nine gardens supported by the Policy to date. The new grantees were:

- *Agrinaut Training Garden*, 854 Blountstown Highway.
The Agrinaut Training Garden combines classroom teaching in areas including math, science, and nutrition education. The combined experiences enrich the students' educational endeavor and provide opportunities for students to work together to make decisions and implement new garden projects.
 - *Palmer Munroe Teen Center Teaching Garden*, 1900 Jackson Bluff Road.
The Palmer Munroe Teen Center (PMTTC) Garden teaches teens the benefits of growing fresh produce and how to prepare and maintain a garden as well as providing a wholesome activity for teens. PMTTC partners with several organizations that provide the expertise for gardening and provide regular educational workshops.
 - *TCC Campus Community Garden*, 444 Appleyard Drive.
The TCC Campus Community Garden provides an educational hands-on setting for people to learn how to grow food in a space-efficient way. The garden is a site of service learning workshops and is ADA-compliant. Produce goes to volunteers and the TCC food pantry.
- Action Planning – An internal action plan is being developed to guide the investment of staff time and resources when implementing the sustainability program. Part of the development process included conducting the FY14 LEADS listening session and incorporating the group's feedback. The LEADS session participants consisted of the Office's community partners and other County departments to identify customer perceptions about the work area, improve services, and identify actionable items to improve business operations. Once complete the plan will provide an outline of primary initiatives to be pursued in the coming year.

- Workplace Sustainability Pilot – The Office of Sustainability is continuing development of a workplace sustainability program. The objective of the program is to work collaboratively with County staff members on a departmental basis to jointly identify opportunities for reducing resource use on the job, through individual practices and use of shared spaces, as well as through site-specific resource conservation opportunities. A pilot effort involving the staff at Cooperative Extension is nearing completion. The program engages employees through two workshop sessions. The first session provides a foundation of sustainability education and incorporates a discussion of the barriers to sustainability followed by an idea-sharing segment about ways to overcome barriers and implement sustainable best practices at work. After the first session, participants conduct office audits of shared spaces and individual offices to identify actions already accomplished as well as areas needing improvement. The second session consists of a discussion of the office audit results and idea sharing for improvements that could be made. The Office of Sustainability is currently coordinating with Facilities and Cooperative Extension to determine feasibility and responsibility for improvement implementation. These efforts will further enhance the value of the Sustainable Demonstration Center at Cooperative Extension. After completion, the program will be available to deploy to other County departments.

3. Civic Engagement and Community Partnership

As a key resource for sustainable actions, both internally and in the community, the Office of Resource Stewardship collaborates with government entities, businesses, and individual citizens on a routine basis. Staff frequently act as liaisons, assisting citizens in connecting with resources from local to broader levels.

- Leadership Tallahassee – Key partnerships continue to be developed with the Chamber of Commerce through their Leadership Tallahassee and Youth Leadership programs. Staff developed the programming for Sustainability Day for the adult leadership group on March 6, 2014. Additional support will be provided to Youth Leadership in April 2014. Programming exposes participants to issues involving locally produced food, energy conservation, waste reduction, and balancing a sound environment.
- Sustainable Communities Summit – Staff is developing plans for a Summit to take place in early 2015. Continuing its tradition of convening the community to take part in top-quality sustainability programming, the next Summit will again provide a widely recognized keynote speaker. In order to enroll new and broader audiences, alternative program models are under development. Staff will host multiple feedback sessions with citizen leaders to refine the Summit's structure. A summary of the proposed 2015 Summit will be presented to the Board for consideration.

- Sustainable Tallahassee Partnership Projects – Continuing its partnership with the non-profit organization Sustainable Tallahassee, the County is directly engaged with several initiatives, including:

- *Community Carbon Fund (CCF)* – County staff continue serving on the Advisory Council for the CCF, which implements energy-saving and carbon emissions-reducing projects across the community. The CCF continues to evaluate new opportunities for energy conservation and tree planting projects and ways to fund them. The Office of Sustainability featured the CCF in its December newsletter as a community partner, highlighting the CCF's accomplishments of providing \$16,000 in annual savings to social service agencies, while preventing 74 metric tons of carbon from entering the atmosphere.

The CCF provided funds for the purchase of 110 live oaks that were planted for Arbor Day at J.R. Alford Greenway. The oaks will form a colonnade in the central trail at the greenway, removing carbon from the atmosphere while also providing beauty and shade. In a major partnership effort involving various County, City, and civic partners, hundreds of citizens participated in the planting. The process flowed smoothly thanks for extensive advance planning and site preparation by County Public Works staff.

- *Eco-Teams* – Staff has continued to provide leadership in the development and implementation of EcoTeams, an informal sustainability education program managed by Sustainable Tallahassee. New EcoTeams continue to meet to learn about and gain peer support for implementing individual and collective actions that conserve resources and improve community resilience. Staff continue to support the effort by supplying fact-based resource materials to the program's coordinator and suggesting additional outreach audiences and opportunities. The project is supported with resources on the Sustainable Tallahassee website pertaining to energy, water, waste reduction, and transportation.
- *Blogs* – The Office of Resource Stewardship continues to provide blogs for publication in the *Tallahassee Democrat* in partnership with other members of the Capital Area Sustainability Council (CASC). These blogs provide a chance to share about County efforts in the arena of Resource Stewardship broadly. Staff contributed three blogs since November 2013, one about the “green” features of the new Public Safety complex, one about the County's “ReNew” paint reuse program, and another about a “Zero Waste Summer” achieved by a local family with assistance from the Solid Waste division (Attachment #4). These blogs continue to offer a platform for reaching the community effectively.

- FSU Department of Urban & Regional Planning partnership – County staff often support community partners, including those institutions of higher education. Staff participates in a mentoring program with the Urban and Regional Planning department, where students with interest in a similar professional field shadow a staff member. To date, one student has participated in this program, with many others expressing interest.
- Growing Green Newsletter – The Growing Green newsletter informs citizens about County events, inspires adoption of sustainability practices, and encourages citizens to recreate at outdoor County facilities. The newsletters include features about Leon County’s major sustainability efforts (such as the “green” features of the Public Safety Complex, and the County Community Garden program), as well as articles about noteworthy efforts in the community at large. In addition, the newsletter provides smaller news briefs about County efforts (such as Adopt a Tree, Single Stream recycling) and word of upcoming events. Newsletters are being disseminated four times per year. To date, three issues have been distributed by email to County employees and citizens, with more than 1,600 current subscribers. The subscriber list continues to grow and staff are engaged in an effort to expand dissemination further.
- “Sustainable Community Matters” Series – In partnership with Leon Libraries, Sustainability staff hosts programs that focus on topics of local interest using local speakers. The programs focus on “hands-on” and “close to home” sustainability matters. Topics to date have included: energy-efficient home lighting, growing native wildflowers, and how locals may tap the “Trailhassee” website to discover new recreation opportunities in Leon County. Programs are being hosted at two library locations per quarter in January, April, July, and October. The first quarter 2014 talk, “Planning your Spring Food Garden” was offered January 16 at Eastside Branch Library and February 8 at the Lake Jackson Community Center. Combined attendance was approximately 80 citizens. Staff will continue to refine and develop this popular program in conjunction with Leon libraries.
- Sustainable YOU Conference – County staff attended the January 2014 conference in a variety of roles and engaged in extensive networking and interaction. Several County staff members delivered presentations, covering the topics of solid waste, invasive plants, and the region’s local food system. Staff showcased County events and highlights via our portable county exhibit, served as table facilitators, and acted as a host for a tour of local sustainability landmarks including the Public Safety complex and the Cooperative Extension Sustainable Demonstration Center.

The progress of these initiatives will continue to be highlighted through routine status reports to the Board.

Options:

1. Accept the status update on the County Sustainability Program.
2. Do not accept the status update on the County Sustainability Program.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Ygrene Upgrade Leon Flyer
2. *Tallahassee Democrat* article on Community Matters series
3. *Tallahassee Democrat* article on Pumpkin Place Garden Dedication
4. *Tallahassee Democrat* articles on Public Safety Complex, ReNew paint and Zero Waste



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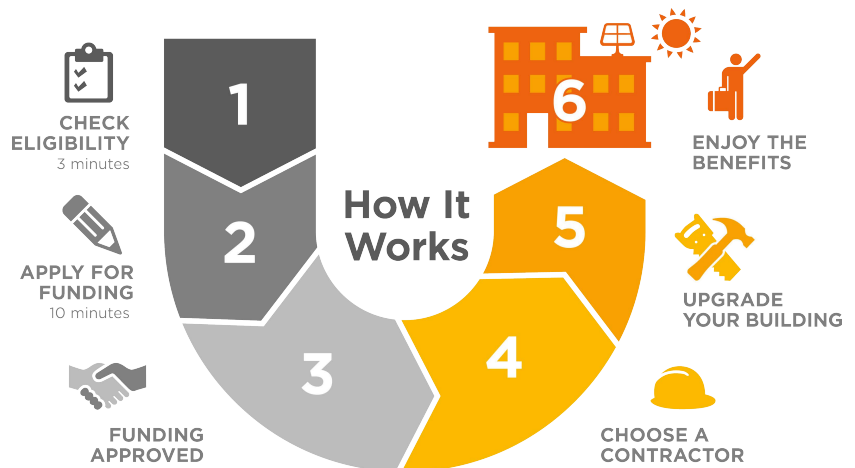
Repay the financing through your property tax bills using up to 20 year fixed interest rate terms

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Balance stays with the property upon sale



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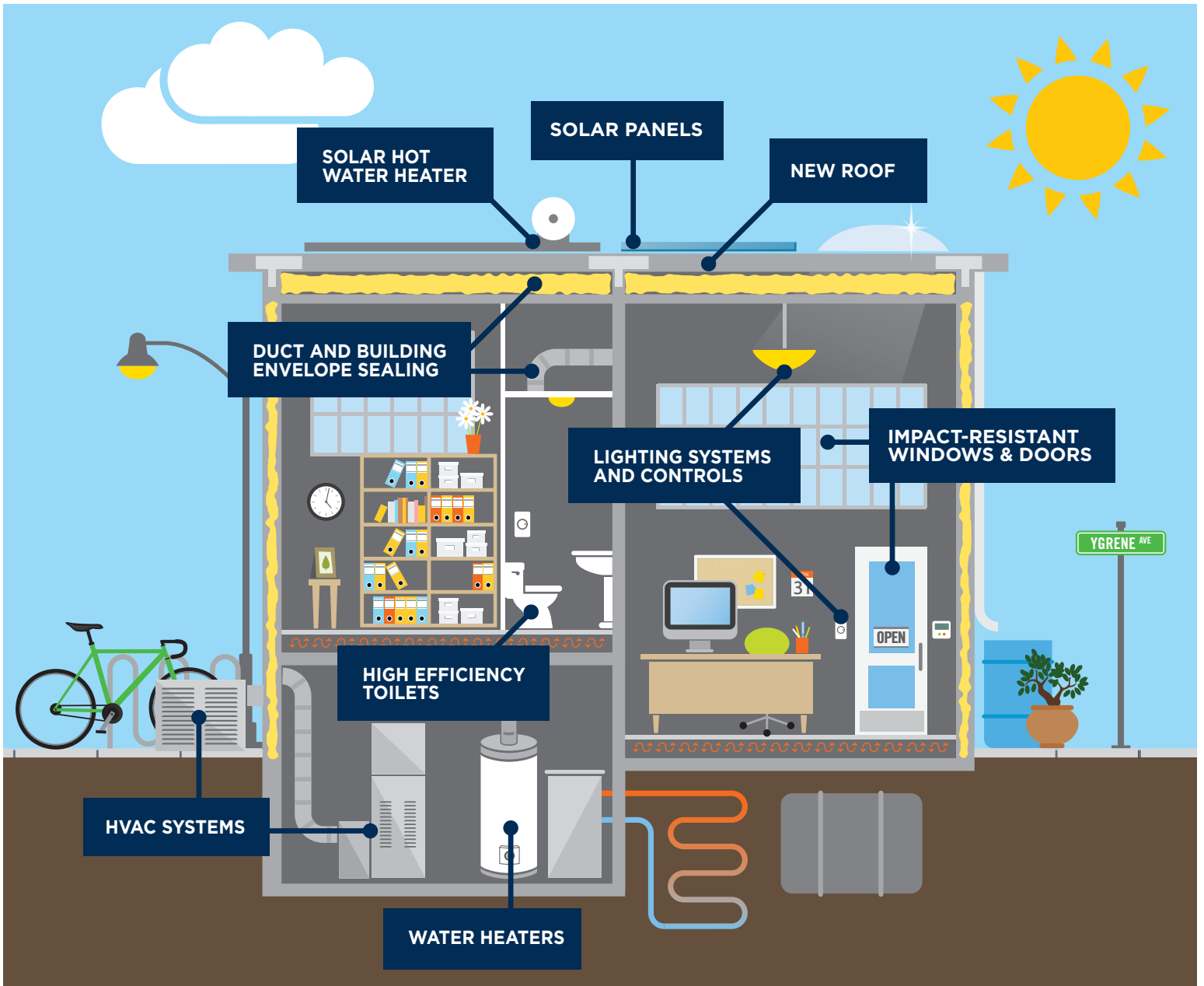
**YGRENE ENERGY FUND
UPGRADE LEON**
435 N Macomb St, 2nd Floor
Tallahassee, FL 32301
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PROPERTY IMPROVEMENT FINANCING

100% FINANCING • NO OUT-OF-POCKET EXPENSE • COUNTY ENDORSED
THOUSANDS OF IMPROVEMENTS QUALIFY

Attachment #1
Page 2 of 2



BENEFITS OF YGRENE'S PACE FINANCING

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3. Make the building improvements of your choice.
4. Repay the financing through your property tax bills over periods of up to 20 years.

2.6.14

An edition of the Tallahassee Democrat /// tallahassee.com/chronicle

Leon County presents gardening event Saturday

Plan your spring garden now

By Kathryn Ziewitz
Special to the Chronicle

Leon County Government wants to help you start planning your spring food garden. Recent weather conditions may have you dreaming about springtime with birds chirping and flowers growing. But flowers aren't the only things that thrive in the spring — many types of vegetables do too!

County staff is hosting its second Sustainable Community Matters event on Saturday, Feb. 8,

where community members can learn how to maintain a successful garden, as well as plant selections that thrive in our county.

Community gardening specialist and speaker Trevor Hylton, from Leon County Cooperative Extension, said that his mission has been to educate the community about gardening.

"I want to see people eating healthy. I want to see more people growing their own food," said Hylton.

Hylton noted that the best garden sites would receive a minimum of six hours of sunlight, are close to a safe water sup-

ply, and have well-drained soil. For preparing sites, Hylton suggested that it is better to first clear any unwanted plants and debris. Following the initial clearing, a gardener would then stake out the plots and paths, and test the soil.

The next Sustainable Community Matters event will be from 11 a.m. - 12:30 p.m. at Leon County's Lake Jackson Community Center located at 3840 N. Monroe St. Attendees are encouraged to share photos of their gardens.

To learn more about gardening in the area, please visit www.LeonCountyFl.gov/CoopExt.



4-H Horticulture Club members display produce. LEON COUNTY



Residents and Leon County officials socialize during a community garden dedication on Sunday. MICHAEL SCHWARZ/SPECIAL TO THE DEMOCRAT

Residents test new community garden

By Jordan Culver

Democrat staff
@JordanCulver on Twitter

Residents living in northwest Tallahassee now have an opportunity to put their green thumbs to the test.

The Pumpkin Place Community Garden, located on 2002 Harriet Drive, officially opened Sunday during a ceremony hosted by the Leon County Commission. Frank Vornan, the garden's organizer, said he's eager to witness the garden grow over the next few months.

He'll have a great seat to oversee its development — he lives right across the street.

"This is an opportunity for people to really develop in the community," he said. "Most of the people here have a desire to do things they can't do in their yard. We've provided an opportunity for them to do that."

The garden is on county-owned land, which was cleared of debris and irrigated as part of Leon County's sustainability initiative. Pumpkin Place is the county's third com-

 **ONLINE**
See more from the debut at
Tallahassee.com/PumpkinPlace

munity garden, said Leon County Commissioner Mary Ann Lindley. Gardens are also located in Fort Braden and Miccosukee.

About 20 people attended Sunday's ceremony and were served refreshments made from ingredients grown in other community gardens. The pumpkin pie in particular was a hit. Once the ceremony was over, everyone lined up for a slice.

Community members can apply online to plant inside the garden, said Leon County's Sustainability Coordinator Kathryn Ziewitz. The website, Growinggreen.org, contains information about Leon County's community gardening policies.

"These gardens are wonderful assets to neighborhoods because they bring neighbors together to grow healthy foods and to share knowledge across the generations," she said. "They're a wonderful sus-

tainability outcome."

The garden will include a chicken coop, a few beehives and areas to plant produce like Seminole pumpkins and peanuts. Those in attendance had a chance to plant a few of the first seeds in freshly fertilized soil.

"If you would have seen this land a year ago, there wasn't anything here," Vornan said. "Now you see people have individual plots and community plots."

Commissioner John Dailey also agreed that these gardens bring the community together.

"You're seeing this great movement across Leon County that the commission strongly supports," he said. "Sometimes community gardens need financial assistance or property needs to be zoned correctly in order to move forward. We try to work with the communities as much as we can and help them move forward."

The new public safety building is 'chill'

The brand new Public Safety Complex (PSC), located near Tom Brown Park at 911 Easterwood Drive, could be called the "Green Fortress," as it is one of the safest and greenest buildings in the county. Through the county's commitment and the dedication of numerous partners, this state of the art facility opened on time and under budget.

Although Leon County was responsible for the project management of the facility, the PSC was a joint venture by Leon County and the city of Tallahassee. Under its roof, about 150 employees now routinely answer 911 calls, dispatch firefighters and emergency medical services teams and monitor traffic along I-10 and signalized intersections across town. Under emergency conditions, the Leon County Emergency Operations Center (EOC) will come to life and the facility will accommodate up to 400 people.

As these employees go about performing their vital public safety functions, they are doing so in a building that is strong enough to withstand an F4 tornado and green enough to be certified under the under the U.S. Green



Kathryn Ziewitz
Capital Area
Sustainability
Council

Building Council's Leadership in Energy and Environmental Design (LEED) program. The building is expected to gain a silver LEED certification because of its many innovative sustainability features.

LEED gold was not attainable because some sacrifices had to be made to meet the primary purposes of the building. For example, the facility does not have expansive windows because it is a tornado shelter.

Some of the "coolest" (and greenest) parts of the facility aren't outwardly visible. The cooling system is a geothermal system that pulls water from the underground aquifer at a steady year-round temperature of 70 degrees. High-efficiency chillers then cool a water loop, which is circulated through the building within "chilled beams" in the ceiling. Air is passed over the chilled beam's water coil to cool the rooms. The water absorbs heat from the building, and is



returned to the aquifer at a slightly higher temperature. This system is predicted to reduce energy requirements by 28 percent compared to other systems.

Chilled water is also employed to cool computer equipment in the data center. The equipment is housed in back-to-back racks with the space between enclosed. Air from the enclosed area moves through an in-row cooling unit and then through the equipment. This eliminates the mixing of hot and cool air, resulting in higher efficiency.

The building is extremely well-insulated, with 22-inch thick walls built of Insulated Concrete Forms (ICFs). ICF structures consist of insulating foam exteriors filled with 12 inches of steel-reinforced concrete. On the outer layer of the wall, there is also a



ONLINE

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moisture membrane, an air space and brick. Because of the size of the facility, the insulation and the number of people who will be working in the building, it is anticipated that little, if any, heating will be needed in the winter.

To complement the low energy needs for cooling, the PSC also has reduced its lighting to the lowest light level of any commercial building in Tallahassee, at just .6 watts per square foot, versus a typical .9 to 1.0 watts per square foot. Low light levels in general areas are supplemented by adjustable task lighting. Most lighting, even the desktop equipment, is activated by motion sensors, eliminating human error in leaving a computer monitor or lights on all night. In addition, most all of the lights in the complex are LED (light-emitting diodes), which are more energy efficient than incandescent bulbs or fluorescent lamps.

The interior design was created to be redesigned over and over, so that the building remains relevant for a long

time. Power and data systems are installed under a raised floor, so that they can be re-configured. Walls are modular and clip into the ceilings, making it easy to reorganize space without the disruption and waste of construction.

This project was also good for local economic sustainability, as the furnishings were sourced locally. A whopping 86 percent of the construction cost that went into this project went back to the community. All of the design and commissioning services necessary for the project were provided by local professionals as well.

All in all, the building reflects the county's commitment to being as strong and green as possible while serving the public during times of greatest need.

Kathryn Ziewitz is the Leon County Sustainability Coordinator. Contact her at ZiewitzK@leoncountyfl.gov. "Greening Our Community" articles are brought to you by the Capital Area Sustainability Council. The Council rotates the articles among its members. See www.sustainabletallahassee.org for information.



'ReNew' Leon County

Bring your unused paint to *Leon County's Hazardous Waste Center*



Kathryn Ziewitz
Capital Area
Sustainability
Council

Do you have leftover paint, wood varnish or stain lurking in the recesses of your garage or storage shed?

Leon County's Hazardous Waste Center wants it! Instead of tossing your old paint in the trash where it will harm the environment, the Hazardous Waste Center recycles your old paint and paint cans for reuse that helps others in the community.

You may be wondering how paint recycling works. When residents donate large quantities of latex paint to the Hazardous Waste Center, it is blended with other donated paint of similar hues. Named "Leon ReNew," this new brand of paint creates unique colors based on the types of paint that arrive during the week, guaranteeing that no pail is exactly the same as the next.

This one-of-a-kind paint is given away for free in five-gallon containers Thursday mornings on a first-come, first-served basis at the Hazardous Waste Center at 7550 Apalachee Parkway.

The "ReNew" paint is often used by

nonprofits for various projects. In fact, four of the two dozen buckets of paint produced every week are set aside for nonprofit use. The center even tries to coordinate with the nonprofits to find out which colors will fit their needs. The Sheriff's Work Camp and the Tallahassee Police Department use the paint to cover graffiti across town and keep up facilities.

When Leon County conducts housing repair and rehabilitation service projects that benefit low-income, disabled and veteran homeowners, they use ReNew paint for both indoor and outdoor jobs. Sometimes contractors will even swing by to pick up a bucket of paint. This program is just one example of "closing the loop" by reusing: taking quantities large and small from donors and making something new and useful from these leftovers.

ReNew paint is so popular that demand always exceeds supply. People begin lining up outside of the Hazardous Waste Center at 7 a.m. on Thursday mornings for the paint, and

See PAINT » 2B



ONLINE

Read more "Greening Our Community" articles and work from other bloggers at blogs.tallahassee.com/community.

IF YOU GO

What: Leon County Hazardous Waste Center

Where: 7550 Apalachee Parkway

When: 8 a.m.-5 p.m. Monday through Saturday; closed Sunday

Call: 606-1803 or visit leoncountyfl.gov/HHW

want to be caught messing with money matters. Eighty is a time for more being as opposed to doing, marshaling our energy for mindfulness, deepening relationships, trying to do a little good somewhere, valuing our time.

Give some time to maximizing return. Search for highest yield CDs every other year; consider concentrating your tax-deductible expenses (contributions, real estate taxes, etc.) and paying them in January and December of the same calendar year and taking the standard deduction in the following year; set up your assets

Having your affairs in order is the nicest gift you can make to those cleaning up behind you. Go make up a folder containing a list of assets, insurance policies, credit cards, etc. Send the kids or whoever, an email telling them where to look for it.

Don't be afraid to spend money on something utterly frivolous. You don't need any help with this.

Kent Miller used to teach psychology at Florida State. Now, at 86, he finds himself dealing with life as an octogenarian and its issues — death, sex at 80, money, loneliness, long-term marriage, maneuvering through the health care system. You can reach him at ksmiller@fsu.edu.

Paint

Continued » 1B

it is usually gone within the hour. Sometimes the Hazardous Waste Center gets lucky and a warehouse full of paint is cleaned out and donated, but this rarely happens. To keep up with demand, the center needs your help and will accept paint donations of all types — old paint, new paint, oil-based paint, you name it.

About 40 percent of the paint the center receives is good for mixing and reuse, but

that doesn't mean the rest gets tossed out. The bad paint is disposed of properly and safely, while the empty metal cans of both usable and unusable latex paint are recycled. The oil-based paints that end up in the warehouse are sometimes sent out and made into roofing material by a private company.

While delivering your paint to the Leon County Hazardous Waste Center, you can also bring items such as varnish and stains, pool chemicals, propane tanks and old aerosol cans. Once items are received, they are sorted.

Products that are still good and in their original containers are added to the shelves of the "Swap Shop," where citizens are allowed to "shop" to take home what they can use at no charge (as long as you keep it at five items per person). Just as with beachcombing or thrift-store shopping, you will never know in advance exactly what you'll find on the shelves from day to day, but you can generally expect to find varnishes, small quantities of paints, polyurethane and adhesives of various kinds.

So if you have left-

Attachment #4
over paint that is starting to rust or rust at home, you can help our community by bringing it to the center, which is located adjacent to Apalachee Regional Park. You never know quite where your paint will be applied, only that at the other end will be a grateful recipient.

Kathryn Ziewitz is the Leon County Sustainability Coordinator. Contact her at ZiewitzK@leoncountyfl.gov. "Greening Our Community" articles are brought to you by the Capital Area Sustainability Council. The Council rotates the articles among its members. See www.sustainabletallahassee.org for information.



Greening Our Community

Kim Wiley and her daughters, Gracie, Sophie and Ava, show the reusable plastic cups they bring to restaurants to avoid being served throw-away cups.

Tallahassee Democrat 2/17/2014

ZERO WASTE

When it comes to recycling, Leon County does a pretty darn good job. With partners like Marpan Recycling, Leon County recycles 43 percent of its wastestream, ranking seventh among all 67 Florida counties. The state has set a goal to recycle 75 percent by the year 2020 and Leon County is steadily charging ahead. This goal may seem lofty, but to some it isn't high enough. To reach the target and ultimately push it further, we must employ a community-wide effort to reduce our waste and recycle what we can.

One local family is helping to lead the way. The Wileys have spent the past two summers on a "zero waste" experiment. With lots of creativity and effort on the part of the entire family — parents Kim and Bobby, and daughters Gracie, 10, Ava, 8, and Sophie, 7 — and assistance from the Leon County's Solid Waste Division's Recycling program, the family spent both summers composting, reusing or recycling the items that entered their household.

The family's commitment to a no-waste summer came with a goal of continuing to live full and normal lives filled with sleepovers, neighborhood get-togethers and eating out, along with busy work days for Mom and Dad. Even though the "zero waste" experiment is over, the exercise created lasting changes that have greatly reduced the family's waste production.



Kathryn Ziewitz
TLH blogger

How did they do it?

The recycling station

One linchpin in the family's efforts

is the recycling station set up in a kitchen cabinet. Shelves provide spaces for sorting and holding recyclables that can be collected at the curb (paper, cardboard, glass and plastic) from other recyclables, such as plastic bags and Styrofoam that must be taken to grocery stores for recycling.

The station also provides places to store specialty or hard-to-recycle items until they can be redirected for other uses. Some items become decorative or craft materials, such as glass wine

See **RECYCLE » 2B**



A two-stage composting system contains new materials at one end and "ripe" compost at the other.



The family used TerraCycle, which send postage-paid labels so people can mail in items that cannot be recycled locally.

SLEEP TIGHT, TALLAHASSEE

INSIDE

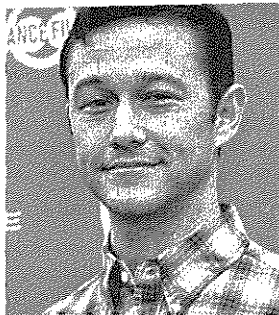
Getting a good night's rest isn't always so easy. » **Page 2B**

Campus notes

Check out the notable news, research and awards from local schools. » **Page 3B**

MONDAY VOLUNTEERISM // TUESDAY SCHOOLS // WEDNESDAY HEALTH // THURSDAY TASTE // FRIDAY HOME & GARDEN // SATURDAY MY FAITH // SUNDAY MY FAMILY

is 81. Comedian **Barry Humphries** (Dame Edna) is 80. Country singer-songwriter **Johnny Bush** is 79. Actress **Christina Pickles** is 79. Actress **Brenda Fricker** is 69. Actress **Rene Russo** is 60. Actor **Richard Karn** ("Home Improvement") is 58. Actor **Lou Diamond Phillips** is 52. Comedian **Larry the Cable Guy** is 51. Singer **Chante Moore** is 47. Guitarist **Tim Mahoney** of 311 is 44. Actor **Dominic Purcell** ("Prison Break") is 44. Actress **Denise Richards** is 43. Singer-guitarist **Billie Joe Armstrong** of Green Day is 42. Actor



Joseph Gordon-Levitt

Jerry O'Connell is 40. Country singer **Bryan White** is 40. Actor **Jason Ritter** is 34. Actor **Joseph Gordon-Levitt** is 33. TV co-host **Daphne Oz** ("The Chew") is 28. Actor **Chord Overstreet** ("Glee") is 25.

Today in history

Today is Monday, Feb. 17, the 48th day of 2014. There are 317 days left in the year. This is Presidents' Day.

On this date in:

1863: The International Red Cross is founded in Geneva.

1897: The forerunner of the National PTA, the National Congress of Mothers, convenes its first meeting in Washington.

1947: The Voice of America begins broadcasting to the Soviet Union.

1964: The Supreme Court, in *Wesberry v. Sanders*, rules that congressional districts with-

in each state have to be roughly equal in population.

1988: Lt. Col. William Higgins, a Marine Corps officer serving with a United Nations truce monitoring group, is kidnapped in southern Lebanon by Iranian-backed terrorists. (He is later slain by his captors.)

2004: Cingular Wireless agrees to pay nearly \$41 billion in cash to buy AT&T Wireless Services.

2013: Danica Patrick wins the Daytona 500 pole, becoming the first woman to secure the top spot for any Sprint Cup race.

Recycle

Continued » 1B

bottles that edge the garden beds. Other items that are traditionally non-recyclable waste — drink pouches, chip bags, toothbrushes and more — are collected for drives held by the international recycling company TerraCycle, which gathers items in "great brigades" as a reuse market appears. TerraCycle supplies postage labels that make the mailings a snap and sends a share of profits to sender's charity of choice.

One week into the first no-waste summer, Kim Wiley took the drastic step of removing the trashcan, sealing the family's commitment to avoid tossing garbage. "When the trash can is not there, you had to make a choice: Was I going to recycle, compost or save this for reuse?" she said.

Compost magic

Composting is the not-so-secret weapon in the family's low-waste system. In their backyard, the Wiley family composts food scraps — with the exception of meat or oil-based food items — coffee grounds, napkins, paper plates, waxed cartons and even worn-out cotton clothing

TIPS FOR REDUCING HOUSEHOLD WASTE

» **Set up a recycling station** that offers an easy alternative to the trash can. Equipment is commercially available or you can create your own, making good use of ideas from Internet sources such as the Pinterest.

» **Establish a compost system.** From simple wire cages to pallet structures, options abound. Given time, all organic materials will decompose; for quicker results, blend a 50:50 ratio of fresh organic waste ("greens") with drier organic leafy waste ("browns").

» **Look for re-use opportunities.** For example, glass jar lids can be attached to a shelf and the jars screwed in to hold nails, screws and other hardware, used envelopes can serve double duty for making grocery lists and cracked items can still be used as planters.

» **When in doubt, leave it out.** A few greasy pizza boxes can contaminate a whole load of paper and cardboard. Take all items containing hazardous waste — such as used CFL light bulbs, electronics and containers still holding motor oil or chemicals — to the Hazardous Waste division at Leon County Solid Waste at 7550 Apalachee Parkway.

ONLINE

Read more "Greening Our Community" articles and work from other bloggers at blogs.tallahassee.com/community.

(which is also accepted at some thrift stores to be made into rags). The Wileys add yard waste and fine mulch picked up for free at the County Solid Waste facility to supplement their "recycling in action" mixture.

Conscious buying

The family also made lifestyle changes to reduce the number of items entering their home.

"It's forced us to really make a conscious choice every time we buy something and every time we are finished with it," Kim said.

The family now shops more at farmer's markets, where food comes with only rubber bands for packaging, and they are eating less meat because they can't compost meat or bones. Also, they began to shop more at thrift shops where the

Attachment #4 objects inside have already served one useful lifetime and where packaging is absent.

Another challenge was eating out. When possible, the family ate at places where they could be served on "real plates." Then there was what Kim Wiley calls "the cup issue."

"If you go to restaurant, you get a cup of water, then maybe another drink, ending up with two cups that are thrown away," she said. Instead, the family supplied themselves with large, insulated reusable cups, which they carry into restaurants to avoid being served in single-use Styrofoam cups.

New habits

With their summer experiment over, the result has been a lasting reduction in their household's waste production.

They resumed use of a trash can again in September, but after three months, they had acquired the habit of not throwing things away. For three months, they practiced how to recycle and reuse everything.

Kathryn Ziewitz is the Leon County Sustainability Coordinator. Contact her at ZiewitzK@leoncountyfl.gov. "Greening Our Community" articles are brought to you by the Capital Area Sustainability Council. The Council rotates the articles among its members. See www.sustainabletallahassee.org for information.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #19

Leon County Board of County Commissioners

Cover Sheet for Agenda #19

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Authorization to Purchase a New Voting System from Dominion Voting Systems

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ion Sancho, Supervisor of Elections Janet Olin, Assistant Supervisor of Elections

Fiscal Impact:

This item has been budgeted and adequate funding is available. The total Contract, net of credits for existing equipment, is \$1.982 million; funding is available in the FY2014 capital improvement program. License fees of \$94,905 (capped at 2% growth per year) and maintenance fees (beginning in year two) of \$58,750 will be included in the Supervisor of Elections (SOE) annual operating budget. These increased costs are offset by the existing cost of maintenance and licenses of \$63,365.

Staff Recommendation:

Option #1: As recommended by the Supervisor of Elections and authorized by Florida Statute:

- a. Accept sole source justification for the purchase of the Dominion Voting Systems and authorize the Chairman to send a letter stating such to the Director of the Florida Division of Elections (Attachment #1).
- b. Authorize the County Administrator to execute an Agreement (Attachment #2), in a form approved by the County Attorney, for the purchase of a new voting system from Dominion Voting Systems.
- c. Authorize the Chairman to send a letter to the Director of the Florida Division of Elections regarding the availability of surplus equipment to other Florida counties (Attachment #3).

Report and Discussion

Background:

The Board of County Commissioners is tasked, under 101.5604 F.S., with purchasing a certified voting system for the County's use. Funding for the new voting equipment has been set aside for several years as the Supervisor of Elections waited for new voting equipment to be certified by the State of Florida that not only met the new ADA requirements, but also delivered a superior product for longevity and service to all voters equally.

The Florida Legislature passed 101.56075 F.S. in 2007 that forced the retirement of the touch screen voting machines. The new requirement is the ability for an electronic device to mark a paper ballot that would then be scanned optically, leaving a physical paper audit trail.

Florida law was ahead of technology, so the Legislature adopted three deferrals (2012, 2016, and now 2020) for implementation of the new requirements to allow election equipment companies time to develop, test, and pass State of Florida certification. In 2013, Dominion Voting Systems' Democracy Suite and ImageCast Evolution System was certified by the State.

Leon County's current voting system was purchased in 1989, and has been in full service for 22 years. The manufacturer no longer makes the units nor sells parts, so the vendor and the Supervisor of Elections staff have been cannibalizing extra units for parts to repair the required number of units for elections. The Supervisor of Elections Office does not have the confidence the existing equipment can be maintained through the 2016 elections cycle.

Analysis:

According to the Supervisor of Elections Office, there are only two voting equipment companies certified for use in the State of Florida. Each company has two systems presently in its product line. Dominion Voting Systems (DVS) continues to support the current system used in Leon County, which is approaching the end of its lifespan. Dominion's new product, certified in 2013, is based on all new software and hardware. The second vendor, Election Systems and Software (ES&S), offers two systems, each of which rely on the aging Automark ballot-marking device to allow voters with disabilities to mark a ballot without assistance. This device is no longer being manufactured, and has been plagued with troubles throughout the 12 years it has been in service. Attachment #4 provides an analysis, prepared by the SOE, of the various certified systems, including a more comprehensive review of the merits of each.

At the time the law to phase out touchscreen voting machines was passed in 2007, the only device then certified that met the requirements was the bulky and trouble-prone device offered by ES&S. This device requires voters with disabilities to wait in two lines on Election Day. The first line was to mark the ballot, and the second line was to cast the ballot using an optical scan voting machine. Leon County sought a better solution for all voters, a unified system that makes it impossible to distinguish if a voted ballot was marked by a voter with or without disabilities and allowed all voters to be served by the unified system.

The DVS ImageCast Evolution allows voters with disabilities to use the interface they routinely use (sip/puff, paddle board, touch device keypad) to mark their ballot, and cast that ballot on the same device. Thus, the secrecy of every voter's ballot is maintained. In short, the DVS ImageCast Evolution ensures 100% secrecy for all voters. During the assessment of the various systems, Leon County's Supervisor of Elections asked for input from the disability community.

A letter from Dana Farmer, Disability Rights of Florida, states their voting goals (Attachment #5):

"A long standing goal is that people with disabilities be able to cast their votes on the same devices that all other voters use. This is important for several reasons:

- *The right to vote of all citizens remains secret. Having to vote on a separate device means that it is more likely that voters using a different system can be identified.*
- *Using a system that treats all voters equally makes it possible for people with disabilities to vote independently.*
- *Using the same system for everyone decreases the potential errors by poll workers who may not be as familiar with the adaptive alternative equipment.*

From our observation of the functioning of the optical scan voting unit by Dominions Voting System, it appeared to successfully address each of the concerns identified above."

Extensive contract negotiations ensued between the SOE and DVS, with the end result being an Agreement whose terms guarantee a continuity of service to Leon County citizens without interruption, allows a 20-year use of the new technology similar to the current system, and limits any yearly increase of maintenance costs to 2%, compared to the initial contract terms requiring a 5% yearly increase; a savings of \$800,000 over the length of the Agreement for Leon County taxpayers. It is the Supervisor of Elections recommendation that the Board approve the proposed Agreement.

Under 101.293 F.S., the Leon County Board of County Commissioners has the authority to stipulate that the purchase of voting equipment be sole source versus a competitive bid process (Attachment #6). The Supervisor of Elections recommends this action, as the merits and functionality of Dominion's ImageCast System are far superior to the only other solution certified in the State of Florida. A draft letter is included that notifies the Director of the Florida Division of Elections should such a decision be made by the Board (Attachment #7).

Additionally, under Florida Statute 101.294, the Board must notify the Director of the Division of Elections of surplus voting equipment to be offered for sale to other counties of Florida. There is a credit being applied to the Agreement that will come from either other counties or more likely, the vendor. The draft letter is included that meets the statutory requirement.

Options:

1. As recommended by the Supervisor of Elections and authorized by Florida Statute:
 - a. Accept sole source justification for the purchase of the Dominion Voting Systems and authorize the Chairman to send a letter stating as such to the Director of the Florida Division of Elections (Attachment #1).
 - b. Authorize the County Administrator to execute an Agreement (Attachment #2), in a form approved by the County Attorney, for the purchase of a new voting system from Dominion Voting Systems.
 - c. Authorize the Chairman to send a letter to the Director of the Florida Division of Elections regarding the availability of surplus equipment to other Florida counties (Attachment #3).
2. Do not approve the Agreement as sole source and put the purchase of a new voting system out to bid. (*Note: This would defer the implementation of new voting technology until after the 2014 election year.*)
3. Board direction.

Recommendation:

Option #1, a – c.

Attachments:

1. Draft letter to Maria Mathews, Director of the Florida Division of Elections, for notification of sole source decision by the Board
2. Draft Agreement
3. Draft letter to Maria Mathews, Director of Florida Division of Elections, for notification of surplus election equipment available to other counties in Florida for certain costs
4. Supervisor of Elections Letter including Functional Analysis of Certified Voting Systems
5. Letter from Dana Farmer, Director, Disability Alliance of Florida
6. Copy of Florida Statutes 101.293, 101.294, 101.5604, and 101.56075
7. Letter to Maria Matthews, Director of Florida Division of Elections from Supervisor Sancho to comply with 101.294 F.S. with notification of intent to purchase new voting system.

Date

Maria Matthews, Director
Florida Division of Elections
Florida Department of State
Room 316 R A Gray Building
500 South Bronough Street
Tallahassee FL 32399-0250

Dear Director Matthews:

On behalf of the Leon County Board of County Commissioners, please note that on this day our County Commission agreed to the need to sole source the purchase of our voting system from Dominion Voting System.

Both the merits of Election Systems & Software and Dominion Voting System were compared by the Supervisor of Elections and his office staff. The Dominion Voting System was found to be superior in meeting not only currently required needs but also meeting future needs utilizing the latest technology. The merits of a voting system that permits voters with disabilities to vote independent of assistance, in the exact same manner as voters with abilities and with the same degree of secrecy has our support.

Therefore, under the directive provided under 101.293 (1) (b) F.S., we are communicating our decision to you.

Sincerely,

The Honorable Kristin Dozier
Chair, Leon County Board of County Commissioners

VOTING SYSTEM AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND LEON COUNTY, FL

This Agreement, dated this ___ day of _____ (the "Effective Date"), for a voting system, licenses and related services is made by and between the Board of County Commissioners of Leon County, Florida ("Customer") and Dominion Voting Systems, Inc., a corporation organized under the laws of the State of Delaware ("Dominion"). This Agreement may refer to Dominion and the Customer together as the "Parties," or may refer to Dominion or the Customer individually as a "Party."

WHEREAS, The Customer desires to purchase a voting system, licenses and related solutions; and

WHEREAS, Dominion designs, manufactures, sells and/or licenses, and provides ongoing solutions for voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms and conditions set forth herein, Dominion agrees to license and/or sell and furnish to Customer the System (as defined herein), including the products and services described more fully below:

1. **Composition of Agreement.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement (the "Agreement"). This Agreement consists of the general terms and conditions contained in the following sections, together with the listed Exhibits:

Exhibit A: Project Configuration and Pricing Summary
Exhibit B: Software License Agreement including Schedule A - Pricing and Payment Schedule

2. **Definitions.** For the purposes of this Agreement, the following are defined terms:

- 2.1. "Acceptance" and variations thereof, mean the successful completion of the acceptance testing performed on each unit of Dominion Hardware and related Dominion Software, after delivery in accordance with testing criteria developed and updated from time to time by Dominion and approved in writing by Customer, or the occurrence of other events defined in Section 8.

- 2.2. "Dominion Software" means software and firmware programs licensed to the Customer by Dominion and any associated documentation including the following:

- 2.2.1. "Democracy Suite[®] Software," Dominion's election management software associated with the ImageCast[®] voting system which includes Election Event Designer, Results Tally and Reporting, Audio Studio Client, and Precinct Transmission Receiving System.

- 2.2.2. "ImageCast[®] Software," the software/firmware designed for use in the ImageCast[®] voting system.
- 2.3. "Dominion Hardware" means the ImageCast[®] Evolution or "ICE," and ImageCast[®] Central or "ICC," digital scanners and tabulator as more specifically described in Exhibit A.
- 2.4. "Election Management System Hardware" or "EMS Hardware" means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
- 2.5. "License" has the meaning set forth in Section 7.
- 2.6. "License Agreement(s)" means the Dominion Software License Agreement contained in Exhibit B.
- 2.7. "System" means the combination of Dominion Software, Dominion Hardware and EMS Hardware.
- 2.8. "Third Party Software" means Software, manufacturer supplied software, other software, or firmware owned by third parties, which Dominion provides to Customer pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, operating systems, software drivers, report writing subroutines, and firmware.
- 3. Term of Agreement.** The term ("Term") of this Agreement shall begin on the Effective Date and shall continue until December 31, 2014, providing however, that Licenses and warranties authorized by this Agreement shall extend beyond the Term of this Agreement, according to the terms and conditions of such Licenses and warranties.
- 4. Dominion's Responsibilities.** Dominion shall:
- 4.1. Deliver the System and installation plan services as described in Exhibit A (Project Configuration and Pricing Summary).
- 4.2. Appoint a project manager ("Project Manager") to oversee the general operations of the project. The Project Manager shall be qualified, experienced, competent, and have the requisite technical knowledge of the Dominion Hardware and Software to effectively carry out the duties as Project Manager. The Project Manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Project Manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer promptly in the event of any circumstance that could result in any material change in such plans. The Project Manager shall also have direct

access to the Dominion's top management at all times for purposes of problem resolution. If at any time during the Term, the Customer notifies Dominion in writing that the Customer will no longer accept services performed by the Project Manager, Dominion shall immediately suspend the services of the Project Manager and conduct a formal review with the Customer. If the Customer maintains its objection to the Project Manager after such review is completed, Dominion shall use commercially reasonable effort to replace the Project Manager within ten (10) business days of the review's completion.

- 4.3. Provide the Customer with a Dominion Software use license as described in Exhibit B (Software License Agreement).
- 4.4. Provide a System capable of exporting ballot artwork in a PDF format for use with the Customer's third party ballot on demand system, as long as the system has been certified under Dominion's Ballot Printer certification program. Dominion agrees that pursuant to the terms Software License Agreement, the Customer shall have the right to print the ballot PDF's from the third party ballot on demand system.
- 4.5. Provide the Customer with one (1) reproducible electronic copy of the user documentation.
- 4.6. Assist in the Acceptance Testing process as required by Section 8 herein.
- 4.7. Provide invoices to Customer upon Acceptance of items listed in Exhibit A and pursuant to the payment schedule described in Section 5.1 herein.

5. Customer's Responsibilities. Customer shall:

- 5.1. Pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice.
 - 5.1.1. Dominion shall issue invoices to Customer pursuant to the invoice schedule listed in Exhibit A. For System components, Dominion shall only issue invoices for those System components that have been Accepted in accordance with the requirements of Section 8 below.
 - 5.1.2. Payments specified in this Section 5 are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer. If the Customer is exempt from taxes, Customer shall supply Dominion a tax exemption certificate or other similar in a form demonstrating its exempt status.
- 5.2. Appoint a Customer Project Manager ("Customer Project Manager") who shall be responsible for review, analysis and acceptance of the System and the coordination of Customer personnel, equipment, vehicles and facilities. The Customer Project Manager shall be empowered to make decisions on behalf of the Customer with

respect to the work being performed under this Agreement. The Customer Project Manager shall also have direct access to the Customer's top management at all times for purposes of problem resolution.

5.3. Supervise Acceptance Testing process as required by Section 8.

6. Title and Risk of Loss.

6.1. Title to the System, Excluding All Software. Title to the System, or any portion thereof, excluding software and firmware, will pass to Customer upon Acceptance.

6.2. Software. Software, including firmware, is licensed not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion, or any third party that owns such software.

6.3. Risk of Loss. Dominion shall bear the responsibility for all risk of physical loss or damage to each portion of the System until such portion is Accepted by Customer. Customer shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location.

7. Software License and Use.

7.1. License. Upon mutual execution of this Agreement, Dominion grants to the Customer, and the Customer accepts a non-exclusive, non-transferable, license ("License") to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Agreement attached hereto as Exhibit B.

7.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software. Customer consents to the terms and conditions of the third party License Agreements by Customer's first use of the System.

8. Acceptance.

8.1. Acceptance Plan and Criteria. Prior to delivery of any component of the System, Dominion shall provide an Acceptance Testing Plan (the "ATP") detailing the Acceptance Criteria ("Criteria") and the method(s) of acceptance testing to be conducted for each component of the System and for the integrated System as installed. Customer shall review the ATP and, in cooperation with Dominion, revise the plan as necessary or provide approval of the ATP in writing.

8.2. Dominion Software or Dominion Hardware (Unit Acceptance Testing). After delivery of any component of the Dominion Software or Dominion Hardware, the Customer will supervise Dominion's performance of the acceptance testing of such units, in accordance with the ATP and the Criteria. Such acceptance testing shall

occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery of any component of the System. Upon successful completion of the Unit Acceptance Testing, Customer shall provide confirmation of the Unit Acceptance to Dominion's Project Manager in writing.

- 8.3. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Subsection 8.2, upon completing the installation of the System, the Customer will conduct system acceptance testing in accordance with the ATP and the Criteria. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System. Upon successful completion of the System Acceptance Testing, Customer shall provide confirmation of the System Acceptance to Dominion's Project Manager in writing.

9. Warranties.

- 9.1. Dominion Software Warranty. The Dominion Software warranty is subject to the terms and conditions of Exhibit B - the Software License Agreement.
- 9.2. Third Party Products. The warranties in this Sections 9 do not apply to any third party products. However, to the extent permitted by the manufacturers of third party products, Dominion shall pass through to Customer all warranties such manufacturers make to Dominion regarding the operation of third party products.
- 9.3. Dominion Hardware Warranty. The Dominion Hardware Warranty shall remain in effect until five (5) years after Acceptance of the Dominion Hardware (the "Hardware Warranty Term") subject to Customer payment (when applicable) of the Dominion Hardware Warranty fees described in Exhibit A attached hereto. In the event the Customer wishes to extend the Hardware Warranty Term, Dominion shall provide to the Customer a commercially reasonable offer (the "Offer") to extend the Hardware Warranty Term for up to sixteen (16) additional one year periods. Any Dominion Offer shall be equal to or less than the lowest Hardware Warranty pricing sold by Dominion, at the time of the Offer, for the same Dominion Hardware, same warranty year covered, under similar quantities, and under similar terms to this Agreement. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, which approval shall not be unreasonably withheld, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications as documented by Dominion. Dominion further warrants that the System delivered to the Customer has been certified for use as a voting system Division of Elections, Bureau of Voting System Certification under the applicable laws and administrative rules of the State of Florida.
- 9.4. Dominion Hardware Warranty Services. If any Dominion Hardware component fails to operate in conformity with its specifications during the Hardware Warranty Term, Dominion shall provide a replacement for the Dominion Hardware

component or, at Dominion's sole option, shall repair the Dominion Hardware component, so long as the Dominion Hardware is operated with its designated Dominion Software and with third party products approved by Dominion for use with the Dominion Hardware. The following conditions apply to the Dominion Hardware warranty:

- 9.4.1. Customer shall bear the shipping costs to return the malfunctioning component of Dominion Hardware to Dominion, and Dominion shall bear the costs for standard shipping of the repaired or replaced component of Dominion Hardware to Customer.
- 9.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:
 - 9.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, ribbons, seals, smart cards, and removable memory devices, disks, etc.;
 - 9.4.2.2. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
 - 9.4.2.3. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
 - 9.4.2.4. Repair or replacement of Dominion Hardware from which the serial numbers have been removed, defaced or changed;

9.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. Indemnification. Dominion shall indemnify and hold harmless the County and the Supervisor of Elections, their personnel, Commissioners, directors, agents and representatives from or against any and all claims, damage or expenses arising out of negligence or willful misconduct of Dominion, its personnel, directors, agents and representatives under this Agreement. The County and Supervisor of Elections to the extent allowed by Florida Statutes 768.28 shall indemnify and hold harmless Dominion, its personnel, directors, agents and representatives under this Agreement for damage arising out of negligence or willful misconduct of Customer under this Agreement.

11. Limitation of Liability. Dominion's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar

amount of the Agreement. Subject to Florida Statutes 768.28, the County and Supervisor of Elections limitation of liability shall be limited for any loss, damage, costs or expenses under or in connection with this Agreement, arising out of negligence or willful misconduct of Customer on account of or in connection with Customer's use of service under the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage, incurred by the other party or any third party, when not arising from the parties negligent or willful misconduct.

11.1. No Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of Dominion and the Customer in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Customer be required to contain any provision for waiver.

12. Confidential Information.

- 12.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, customer information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "confidential," or with words having similar meaning or which are expressly identified in this Subsection 12.1. Confidential Information includes, without limitation, Dominion Software source code and associated documentation.
- 12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need to know basis.
- 12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.
- 12.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.
- 12.5. The parties understand and agree that Customer is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the Customer shall be governed by provisions of applicable Public Record Laws.
- 12.6. Any specific information that Dominion claims to be confidential must be clearly identified as such by the Customer. To the extent consistent with Public Record

Laws, Customer shall maintain the confidentiality of all such information marked by Dominion as confidential. If permitted by the applicable Public Record Law, if a request is made to view such confidential information, Customer will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Customer will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

13. Assignment and Right to Subcontract. Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party, provided however that Dominion may assign the proceeds of this Agreement to a financial institution without prior consent of the Customer but with written notice to Customer.

14. Termination for Default. In the event either Party violates any provisions of this Agreement, the non-violating Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the non-violating Party may serve written notice upon the violating Party of termination and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds using its best effort and in good faith to cure the breach as soon as practicable.

15. Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

If to Dominion:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
1201 18th St., Ste. 210
Denver, CO 80202

If to the Customer:

Leon County Board of County Commissioners
Leon County Courthouse
301 S Monroe St.
Tallahassee, FL 32301

With copy to:

Leon County Supervisor of Elections
PO Box 7357
Tallahassee, FL 32314

16. Survival. The provisions of Sections 2, 7, 9, 10, 11, 12, 18, 19, and 20 shall survive the expiration or termination of this Agreement.

17. Force Majeure. Should any circumstances beyond the control of Dominion or Customer occur that delay or render impossible the performance of any obligation due under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war, acts of terrorism; natural disaster; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Dominion and Customer. Dominion shall not be liable under this Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Section shall not operate to excuse any Party from paying amounts that are owed pursuant to this Agreement.

18. Choice of Law. Interpretation of this Agreement, and any matter arising under or related to this Agreement, shall be governed by the laws of the State of Florida. The courts of competent jurisdiction located in Leon County, Florida will have exclusive jurisdiction to hear and determine questions relating to this Agreement.

19. Waiver. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.

20. Legality and Severability. This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the parties as set forth herein to the fullest extent permitted by law.

21. Entire Agreement. This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Customer, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both the Customer and Dominion, and incorporated as an Addendum hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

FOR BOARD OF COUNTY COMMISSIONERS, LEON COUNTY FLORIDA

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

FOR DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

EXHIBIT A
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING
AND LEON COUNTY, FL

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing Summary - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

Description	Quantity	Total Price
Precinct Tabulation Hardware & Software:		
ImageCast Evolution (ICE) Tabulator System:	250	\$1,550,000.00
ImageCast Evolution (ICE) Tabulator (1 per unit)		Included
12 Month Hardware Warranty (1 per unit)		Included
12 Month Software License (1 per unit)		Included
8 GB CF Memory Cards (2 per unit)		Included
ICE External Dialup Modem (1 per unit)		Included
Ibutton Security Key (2 per unit)		Included
ICE Paper Roll (1 per unit)		Included
ICE Read Head Cleaner Card (1 per unit)		Included
Audio Tactile Interface (ATI) (1 per unit)		Included
ImageCast Evolution Plastic Ballot Box	250	\$250,000.00
Subtotal		<u>\$1,800,000.00</u>
Precinct Tabulation Accessories:		
8GB CF Memory Cards	500	\$50,000.00
Pollworker Light	20	\$4,600.00
Subtotal		<u>\$54,600.00</u>
Absentee Ballot Scanning Hardware & Software:		
ImageCast Central Canon Central Count System	5	\$125,000.00
ImageCast Central Canon Tabulator (1 per unit)		Included
12 Month Hardware Warranty (1 per unit)		Included
ImageCast Central Software (1 per unit)		Included
Dell PC with Keyboard and Mouse (1 per unit)		Included

8 GB CF Memory Card (1 per unit)		Included
ibutton Security Key (1 per unit)		Included
CF Memory Card Reader/Writer (1 per unit)		Included
ibutton Reader/Writer (1 per unit)		Included
Subtotal		<u>\$125,000.00</u>
Election Management System Hardware & Software:		
Democracy Suite Application Software License	1	\$125,000.00
Master EMS Server	2	\$13,600.00
Dell PowerEdge R320 or equivalent (1 per unit)		Included
Windows Server 2008 R2 Standard Edition (1 per unit)		Included
Microsoft SQL Server 2008 (1 per unit)		Included
Master EMS File Server	2	\$10,400.00
Dell PowerEdge R320 or equivalent (1 per unit)		Included
Windows Server 2008 R2 Standard Edition (1 per unit)		Included
Routing and Remote Access Server	2	\$10,400.00
Dell PowerEdge R320 or equivalent (1 per unit)		Included
Windows Server 2008 R2 Standard Edition (1 per unit)		Included
Watchguard Firewall Protection	2	\$5,400.00
Subtotal		<u>\$164,800.00</u>
Election Management System Accessories:		
CF Memory Card Reader/Writer	4	\$100.00
ibutton Reader/Writer	4	\$300.00
ICE Tech Key iButton (color coded yellow)	15	Included
Digi ConnectPort LTS 32	2	\$5,000.00
Subtotal		<u>\$5,400.00</u>
Onsite Implementation & Project Management Services:		
Precinct Hardware Acceptance Testing	250 units	\$47,000.00
Central Tabulation Hardware Acceptance Testing	5 units	\$2,500.00
Server Installation, Configuration & Testing	2 days	\$3,150.00
Advanced Hardware & Software Training	5 days	\$9,000.00
Subtotal		<u>\$61,650.00</u>

Onsite Election Support Services:		
Onsite Election Day Support – 2 elections, 2 days each	4 days	\$16,500.00
Subtotal		<u>\$16,500.00</u>
Other Services:		
Estimated Shipping & Insurance (Actual shipping charges will be invoiced at the time of shipping)	255	\$42,075.00
Subtotal		<u>\$42,075.00</u>
Total Solution Cost (excluding shipping):		<u>\$2,227,950.00</u>
Credits:		
Legacy EMS Software License Credit	1	(\$125,000.00)
Legacy Inventory Trade-In Credit: 343 Units (AVOS, TSX, AVOSX)	343	(\$120,050.00)
Total Solution Purchase Price After Discounts (excluding shipping):		<u>\$1,982,900.00</u>
<i>Additional items to consider that may be required</i>		
<i>56k External Robotics Modem</i>	32	\$2,400.00
<i>Dell Power Connect 5524 (Rack Mount)</i>	2	\$3,200.00
<i>APC Smart-UPS 2200VA XL (Rack Mount)</i>	2	\$5,350.00
<i>NETGEAR-ProSafe 16-Port Switch</i>	2	\$460.00

YEARS 1- 5 HARDWARE WARRANTY (the “Annual Hardware Warranty” fee)

Description	Quantity	Total Price
ICE Annual Hardware Warranty Fee – Year 1	250	Included
ICE Annual Hardware Warranty Fee – Year 2	250	\$58,750.00
ICE Annual Hardware Warranty Fee – Year 3	250	\$58,750.00
ICE Annual Hardware Warranty Fee – Year 4	250	\$58,750.00
ICE Annual Hardware Warranty Fee – Year 5	250	\$58,750.00
	Total	\$235,000.00

2. Detailed Description

- 2.1 **ImageCast[®] Evolution (ICE) Scanner and Tabulator (Hardware and Software)** is a precinct-level all in one, digital scanner, ballot marker, and accessible voting tabulator. Each ImageCast[®] (ICE) provided to the Customer shall consist of the following items:
- 2.1.1 Two (2) optical imaging heads for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
 - 2.1.2 Two (2) Compact Flash 8GB memory cards.
 - 2.1.3 An integrated 19" diagonal full color LCD with built-in touch screen.
 - 2.1.4 An internal thermal printer and one (1) paper roll for generating reports.
 - 2.1.5 An integrated inkjet printer for producing marked paper ballot during the accessible voter sessions.
 - 2.1.6 An external wired modem is provided for transmission of data from the ImageCast Evolutions to the EMS system. The external wired modems require analog phone lines in each polling place in order to function as a device for transmission. The external wired modem needs to be connected to an analog RJ11 port during transmission. The Customer shall be responsible establishing the analog phone line infrastructure required for transmission.
 - 2.1.7 Two (2) administrative security key (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
 - 2.1.8 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast[®] must be 8.5" wide by a variable length (11", 14", 17", 18", 19", 20 and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
 - 2.1.9 An internal battery which is rated to provide a minimum of two (2) hours of normal use in the absence of AC power.
 - 2.1.10 Audit functionality, known as the AuditMark[®]. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below. These images can be used to audit the unit's interpretation of each individual ballot.
 - The top portion of the image contains a scanned image of the ballot.
 - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark[®].
 - 2.1.11 The ImageCast Evolution is equipped with an integrated voting feature for voters needing additional assistance. It uses a single ballot path which does not require the voter to have to go to an additional unit to cast the vote. The ImageCast Evolution features several accessible voting interfaces that allow voters with various disabilities to effectively vote, review and cast a paper ballot

in a private and independent manner. The ImageCast Evolution offers the following user interfaces - touch screen interface for visual ballot review and ballot casting, accessible ballot marking interface (both audio and visual), assistive input devices for accessible ballot navigation and voting, including an ATI (Audio-Tactile Interface).

- 2.1.12 One (1) ATI is included with the ImageCast Evolution. The ATI connects to the ImageCast Evolution via the port located on the right side of the unit. A set of headphones (also included) connects directly to the ATI controller. Following the audio voting process using the ATI controller, the integrated inkjet printer produces a marked paper ballot which serves as the official ballot record.
- 2.2 **ICE Molded Plastic Ballot Box.** One (1) textured molded plastic ballot box per ImageCast Evolution unit. Ballot Box is made of a three (3) compartments, custom designed for use with the ImageCast Evolution.
- 2.3 **ImageCast[®] Central Scanners.** Dominion shall provide five (5) ImageCast[®] Central Scanners for use by the Customer. The ImageCast[®] Central Scanners are commercial off-the-shelf digital scanners configured to work with the ImageCast[®] Central Software for high speed ballot tabulation. Each ImageCast[®] Central Scanner includes the following components:
 - 2.3.1 Canon document scanner. 5 Canon X10 scanners will be traded for 5 Canon G1130 scanners once they are certified.
 - 2.3.2 All-in-One Desktop Workstation with pre-loaded software and 19" monitor
 - 2.3.3 One (1) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.
- 2.4 **ImageCast[®] Evolution and Central Scanner Software.** This Agreement includes software licenses for the ImageCast Evolution and Central software pursuant to the Software License Terms attached as Exhibit B.
- 2.5 **Democracy Suite Software** platform is a set of applications used for pre-voting, Election Day, and post-voting activities. The Democracy Suite EMS consists of the following components:
 - 2.5.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots

cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"

- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.
- Ballot file name, renaming - Within the current Florida Certified EED version, there are three options for renaming the ballot file names.
 1. Ballot names can be manually renamed within EED.
 2. Using the EED import/export function, they can be renamed manually in an excel spreadsheet.
 3. Using the EED import/export function, they can be renamed using a predefined automated tool, in an excel spreadsheet. The automated tool will be provided at no additional cost.

2.5.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.5.3 Audio Studio (AS) Client is the utility used for recording audio files for audio ballot presentation for accessible voting.

2.5.4 Precinct Transmission Receiving System is the application used for receiving results transmission directly from the ImageCast® at the polling location. The Customer shall be responsible for infrastructure items outside of the control of Dominion.

2.6 **EMS System Hardware** Dominion will provide the EMS System Hardware required for operating the Democracy Suite Software system. The EMS System hardware shall consist of the following third party hardware and software components:

2.6.1 Two (2) Master EMS Servers consisting of Dell PowerEdge R320 or equivalent, Windows Server 2008 R2 Standard Edition, and Microsoft SQL Server 2008.

2.6.2 Two (2) Master File Servers consisting of Dell PowerEdge R320 or equivalent units, and Windows Server 2008 R2 Standard Edition.

2.6.3 Two (2) Routing and Remote Access Server consisting of Dell PowerEdge R320 or equivalent units, and Windows Server 2008 R2 Standard Edition.

2.6.4 Two (2) Watchguard Firewall Protection units.

2.6.5 Server monitor and ancillary hardware (mouse, keyboard, etc.)

2.7 **The EMS System Accessories** described below shall be provided.

2.7.1 Four (4) Compact Flash Reader/Writers used with Democracy Suite to upload ballot information to Compact Flashes used with both scanner types. These can also be used to transfer election results data to Democracy Suite.

2.7.2 Four (4) iButton Reader/Writers used with Democracy Suite to transfer security and election information to the iButtons for use with the ICE.

2.7.3 Fifteen (15) yellow ICE Tech Key iButtons.

2.7.4 Two (2) Digi ConnectPort LTS 32.

3. Services Description

3.1 **Project Management Support.** Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans.

3.1.1 Upon execution of this Agreement, the Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that during the course of the implementation, changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by both Parties and such agreement shall not be unreasonably withheld.

3.2 **Implementation Services.** During the implementation phase of the Agreement, Dominion shall provide the following services:

3.2.1 **System Acceptance Testing Support.** Dominion will provide direct onsite training and support during the System Acceptance Testing period. As part of System Acceptance Testing Dominion shall include all labor, materials, and supervision required for unloading, unpacking, and inspecting the System components. Dominion shall notify Customer of any loss or damage within ten (10) business days of the receipt of any or all portions of the System components, and shall promptly repair or provide replacements for any damaged System components. However, Dominion shall not be obligated to supply a fork lift, certified fork lift driver, pallet jack, pallets or other related materials. The Customer shall provide the aforementioned items if required.

3.2.2 **EMS Server Installation, Configuration & Testing.** Dominion will provide a total of two (2) days of direct onsite support for EMS Server installation, configuration & testing.

3.2.3 **System Training.** Prior to delivery, Dominion shall prepare a training plan and proposed schedule for review and approval of Customer and shall provide copies of training materials for Customer review and approval. Dominion shall designate a qualified and experienced trainer and provide Customer with the designated trainer's resume for approval prior to the start of training. Dominion shall provide a total of five (5) days of direct onsite training for the System.

3.2.4 **On-Site Election Day Support.** Dominion will provide two (2) days of direct onsite election support for the first two elections (4 days total) during the implementation period. Dominion shall designate a qualified and experienced onsite support technician and provide Customer with the designated technician's resume.

3.3 ***Other Services, Consumables or Equipment.*** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

4. Payment Schedule:

4.1 Leon County will pay 50% payment within thirty (30) days of Dominion's invoice upon Delivery of each invoiced item.

4.2 Leon County will pay 40 % payment within thirty (30) days of Dominion's invoice upon Acceptance of each invoiced item.

4.3 Leon County will pay the final 10% payment within thirty (30) days after the Customer certification of the August 2014 election.

EXHIBIT B
VOTING SYSTEM AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS, INC.
AND THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FL AND THE
SUPERVISOR OF ELECTIONS OF LEON COUNTY, FLORIDA

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made on the _____ (“Effective Date”)

BETWEEN

DOMINION VOTING SYSTEMS, INC., located at 1201 18th Street, Suite 210, Denver, CO 80202 (“Licensor”)

AND

THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, located at Leon County Courthouse, 301 S Monroe St., Tallahassee, FL 32301 (“Licensee”)

AND

THE SUPERVISOR OF ELECTIONS OF LEON COUNTY, FLORIDA, located at PO Box 7357, Tallahassee FL 32314-7357

WHEREAS The Licensee wishes the Licensor to grant to it a license to use the Software as defined in this agreement and the Licensor is agreeable to granting such a license subject to the following terms and conditions:

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions.

- 1.1. “Ballot” shall mean any ballot created from the Software for use with any voting system owned or licensed by the Licensor.
- 1.2. “Party” or “Parties” Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.3. “Software” means software and firmware licensed by Licensor hereunder, in object code form, including all documentation therefore.
- 1.4. “Specifications” means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.5. “Third-Party Products” means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

2. Term. This Agreement is effective as of the Effective Date and expires on the day before the first anniversary of the Effective Date (“Initial Period”), unless earlier terminated or extended as provided herein. After the Initial Period, Licensee may extend the Term of this Agreement for up to twenty (20) additional one year periods (each a “Software Renewal Term”) by paying the Annual Software License Fee set forth in Schedule A of the Agreement within thirty (30) days of the expiration of the then current Term. The period during which this Agreement is in effect, including any renewals, is referred to herein as the “Term”. On expiration of the Term (a) the licenses granted in this Agreement will automatically terminate, (b) Licensee shall cease any further use of the Software, and (c) return the Software pursuant to Section 12 herein. Notwithstanding such expiration or termination, Section 4 (Payment) to the extent any payment is due and Section 7 (Confidential Information) will survive any expiration or termination of this Agreement in accordance to their respective terms. The terms of this Agreement that do not survive expiration or termination will nonetheless be effective in determining the Parties’ rights and obligations for events taking place before such expiration or termination.

3. License Terms.

3.1. License to Software. Subject to the terms of this Agreement, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee’s own internal business purposes and solely in conjunction with the Software and hardware. This License shall only be effective during the Term and cannot be transferred or sublicensed. Notwithstanding the forgoing, Licensee may use the Software (and related hardware) in connection with any governmental, educational, union, commercial, or other election conducted within Leon County, Florida or on behalf of any institution headquartered within Leon County, Florida. This License includes the types and numbers of copies specified in Schedule A of the Software identified therein.

3.2. Use and Printing of Ballots. Licensor shall put into effect, and maintain throughout the Term, a Ballot Printer Certification Program (the “Program”) to provide certification of Commercial Printers (“Printers”) and certification of Ballot on Demand Printing Devices (“BOD Printers”). The Program shall be governed by Licensor’s commercially reasonable certification policy, which policy shall be provided to Customer and to prospective Printers and BOD Printer device vendor. Licensor shall, within a commercially reasonable timeframe, initiate the Program certification process for any third party ballot on demand printer that has been approved for use in Florida by the Florida Division of Elections. Licensee shall not provide or permit Ballots to be printed or reproduced by any Commercial Printer not having a current certification under Licensor’s Program and shall not use any BOD Printer that has not been certified under the Program.

3.3. Third-Party Products. Subject to the terms of this Agreement and when applicable, Licensor agrees to sublicense any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term as part of the System for the purposes described in Section 3.1 of this Agreement. This sublicense is conditioned on Licensee’s continued compliance with the terms and

conditions of the end-user licenses contained on or in the media on which such software is provided.

3.4. No Other Licenses. Other than as expressly set forth in this Agreement, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Without limiting the foregoing sentence, Licensee agrees to use each copy of the Software outlined in Schedule A hereto, with which the copy is supplied, agrees not to use any Software as a service bureau for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of any Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted by the terms of this Agreement is strictly prohibited. Notwithstanding the foregoing, Licensee may use the Software (and related hardware) in connection with any governmental, educational, union, commercial, or other election conducted within Leon County, Florida or on behalf of any institution headquartered within Leon County, Florida.

4. Payment. In consideration of the grant of the license, the Licensee shall pay Licensor the Annual Software License Fee set forth in Schedule A of the Agreement within thirty (30) days of receiving an invoice from Licensor. Licensee is responsible for all sales, excise, personal property or other taxes or duties on the amounts paid or products or services provided under this Agreement. If Licensee is exempt from such taxes or duties, Licensee shall provide Licensor with a tax exemption certificate.

5. Upgrades and Certification. During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

5.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a software upgrade under the applicable provisions of the election laws and regulations of the Licensee's State, Licensor may make the certified software upgrade available to the Licensee. The Customer shall be required to install the Software upgrade within six (6) months of certification unless the extended use of the previous certified version of the Software is approved in writing by the Licensor, which approval shall not be unreasonably withheld.

5.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's State.

6. Warranties. The following warranties will apply to all Software during the Term.

6.1 Software. Licensor warrants that the Software, throughout the Term, will function substantially in accordance with the Specification. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensee's exclusive remedy under this warranty

shall be, at Licensor's sole option (a) return of the Annual Software License Fee set forth in Schedule A paid by the Licensee (if any) for the Software, or (b) Licensor shall use commercially reasonable efforts to correct the material failure of the Software. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. .

6.2. Third-Party Products. The warranties in this Section 6 do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Confidential Information. Licensee acknowledges that Licensor asserts that the Software and related documentation (collectively, the "Information") (i) constitutes confidential and proprietary trade secrets, disclosure of which would materially injure Licensor's business and competitive position, and (ii) is exempt from disclosure under the terms of any applicable freedom of information, open public records act or similar statute ("FOIA Statute"). Licensee therefore agrees, to the maximum extent permitted by law, to keep confidential and not to disclose any of the Information to any other person or entity, or use such Information for any purpose other than as expressly permitted by this Agreement. Licensee shall use reasonable efforts to limit disclosure to employees of Licensee having a need to know to perform their duties to Licensee. Licensee shall provide reasonable cooperation to Licensor in connection with any action taken by Licensor that is necessary or appropriate to assert all applicable or potentially applicable exemptions from disclosure under the FOIA Statute. In the event Licensee receives a request for Information under the FOIA Statute, Licensee shall inform Licensor of such request within ten (10) business days of Licensee's knowledge or such shorter period as necessary under the FOIA Statute to avoid prejudice to Licensor's ability to oppose disclosure. In the event Licensee is nonetheless required by law to disclose any of the Information, Licensee shall give written notice to Licensor prior to the disclosure if such notice is permitted by the statute, rule, or court order compelling the disclosure.

8. Prohibited Acts. The Licensee shall not, without the prior written permission of Licensor:

8.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

8.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

8.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

8.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

9. Limitation of Liability. Licensor's total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement. Subject to Florida Statutes 768.28, the County and Supervisor of Elections limitation of liability shall be limited for any loss, damage, costs or expenses under or in connection with this Agreement, arising out of negligence or willful misconduct of Customer on account of or in connection with Customer's use of service under the Agreement. Neither party shall be liable for any loss of profits, loss of business, loss of data, loss of use or any other indirect, incidental, punitive, special or consequential loss or damage, incurred by the other party or any third party, when not arising from the parties negligent or willful misconduct.

9.1 No Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of Dominion and the Customer in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Customer be required to contain any provision for waiver.

10. Force Majeure. Each Party's obligations hereunder will be suspended so long as such Party's performance is impeded or prevented by causes beyond that Party's reasonable control, including natural disaster, embargoes, acts of war (including terrorist attacks), labor disturbances and acts or regulations of governmental entities.

11. Termination for Cause. If either Party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement as of a termination date specified in that notice or in a subsequent notice delivered within the 30-day period. If the breach cannot be completely cured within the 30-day period, no default will occur if the Party receiving the notice begins curative action within the 30-day period, provides a detailed plan and schedule for the curative action required, and thereafter proceeds with diligence and in good faith to cure the breach as soon as practicable.

12. Return of Software. Upon termination or expiration of this Agreement, Licensee shall discontinue use of the Software and shall forthwith return to Licensor all Software in its possession or control, or, if so requested by Licensor, destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

13. Miscellaneous.

13.1 Assignment. Neither Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment in violation of the preceding sentence will be null and void.

13.2. Severability. If any term of this Agreement is held to be unenforceable, the other terms of this Agreement will be enforced to the fullest extent permitted by law.

13.3. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

13.4. Governing Law. The laws of the State of Florida shall govern interpretation of this Agreement, and any matter arising under or related to this Agreement. The courts of competent jurisdiction located in Leon County, Florida will have exclusive jurisdiction to hear and determine questions relating to this Agreement.

13.5 Waiver. No waiver or failure by a Party to assert any right under this Agreement on any one occasion will operate as a waiver of any other right on that occasion or any right on any other occasion.

13.6 Notices. All notices under this Agreement will be delivered personally, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the addresses set forth on Page 1. Notices will be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier or such mailing by U.S. mail.

13.7 Interpretation. This Agreement, including all Schedules, is the complete and final expression of the Parties' agreement regarding its subject matter and supersedes all prior or contemporaneous communications or agreements, written or oral, by the Parties regarding such subject matter. In the event of any conflict between these Terms and Conditions and any provisions set forth in any other part of this Agreement, these Terms and Conditions will prevail. No amendment or supplement to this Agreement is effective unless in writing and signed by both Parties' authorized representatives. The word "include" (or any of its derivatives) is deemed to be followed in all contexts by the words "without limitation." Headings are included for convenience and will be ignored in interpreting this Agreement.

13.8 No Third Party Beneficiaries. Licensor and Licensee agree that this Agreement is for the benefit of the parties hereto and the office of the Supervisor of Elections for Leon County. This Agreement is not intended to confer any rights or benefits on any other third party, and that there are no other third-party beneficiaries of this Agreement or any part or specific provision of this Agreement, and no other third party shall have any right to enforce this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

DOMINION VOTING SYSTEMS, INC.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

LEON COUNTY, FL

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

SUPERVISOR OF ELECTIONS OF LEON COUNTY, FLORIDA

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

DATE

SCHEDULE A
PRICING AND PAYMENT SCHEDULE

Annual Software License Fee

Product Description	Quantity	Price
Year 1 Software License		
ICE Annual Software License	250	Included in the System purchase price as described in Exhibit A
ICC Annual Software License	5	Included in the System purchase price as described in Exhibit A
Democracy Suite Application Software License	1	Included in the System purchase price as described in Exhibit A
Year 1 Total		Included in the System purchase price as described in Exhibit A
Year 2 Software License		
ICE Annual Software License	250	\$57,000.00
ICC Annual Software License	5	\$12,905.00
Democracy Suite Application Software License	1	\$25,000.00
Year 2 Total		\$94,905.00

Payment Terms:

1. Licensee shall pay the amounts indicated within 30 days from receipt of Licensor's invoice issued at the time of annual renewal.
2. To the extent this Agreement is extended for an additional year or years pursuant to Section 2 herein, Licensor reserves the right to increase the Annual Software License Fee within two percent (2%) of the previous year's fee. The increase would begin no sooner than the second anniversary of the start of the contract term.

Date

Maria Matthews, Director
Florida Division of Elections
Florida Department of State
Room 316 R A Gray Building
500 South Bronough Street
Tallahassee FL 32399-0250

Dear Director Matthews:

This letter is to notify you that the Leon County Board of County Commissioners has entered into a contract with Dominion Voting Systems for the purchase of new voting equipment.

Exhibit A in our contract contains a one-time credit applied for the trade in value of the previous equipment in the amount of **\$120,050** which includes the following:

Name of item	Model number	Quantity	Price Each
Voting Tabulators	OS, TSx, OSx	343	\$350

The itemized quantities of the tabulation equipment are 188 Optical Scan units (OS), 140 Touch screen units (TSx) and 15 Optical Scan newer models (OSx).

Pursuant to 101.294 Florida Statutes, Purchase and Sale of Voting Equipment, which requires a governing body to notify the Division of Elections of any sale of excess or outmoded equipment by one county to another, we ask that you take the appropriate action to notify the other jurisdictions. We ask that the price be what we are receiving from the vendor, should there be an interest, and that the purchase would take place after September 10, 2014 but no later than October 10, 2014. The delay allows our county to have the existing system as a back up for the Primary Election, and the next county to have the equipment in hand, if needed for the General Election of 2014.

Should you have any questions, please contact either Vincent Long, County Administrator (850) 606-5315, on behalf of the Leon County Board of County Commissioners, or Janet Olin, Assistant Supervisor of Elections, Leon County (850) 606-8683.

Sincerely,

Kristin Dozier
Chairman
Leon County Board of County Commissioners

Cc: Ion Sancho, Supervisor of Elections, Leon County

Functional Analysis of Certified Voting Systems

Background:

Florida Statute 101.56075 (3), requires the Supervisor of Elections to upgrade its voting system for ADA voting equipment that allows those voters with disabilities to vote independently on an optical scan voting system. Such a directive makes the touchscreen voting machines obsolete in Florida, and while the Florida Legislature has twice changed the date of implementation, the latest is January 1, 2020.

Various disability groups have voiced their dissatisfaction with having their secret ballot violated by an assistant needed to execute their ballot, and further object to having technology that requires their ballots be readily identified within the voting technology. Their goal is to have a voting system that provides equal access and equal tally of all votes cast, regardless of the voter's ability, while maintaining the secrecy of their vote.

Leon County's precinct based optical scan voting machines have been in service since 1991, and are near end-of-life with regards to technology, maintenance, and support. The Supervisor of Elections of Leon County through the Leon County Board of County Commissioners has been setting aside capital funds for the purchase of a new voting system that provides the latest technology and meets the most current and foreseeable future voting system standards, both at the state and federal levels.

Two pieces of state-certified equipment meet the ADA standards for 2020: Automark ballot marking devices, and ImageCast Evolution (I.C.E.) optical scan paper ballot tabulators.

Both of these devices are certified by the State of Florida, and are sold as components of comprehensive voting systems; they cannot be bought piecemeal and replace the existing obsolete devices in our current voting system.

Applicable Voting Systems:

There are three voting systems, manufactured by two competing vendors, which utilize the ADA voting equipment certified to the new state standards. Election Systems and Software (ES&S) has two systems that use the Automark ADA ballot marking device, which is a two step process for voters with disabilities in that one machine marks the ballot while another tabulates it. The other vendor, Dominion Voting Systems (Dominion), has a system that uses the ImageCast Evolution optical scan tabulators that multi-function as both ADA voting devices and optical scan tabulators.

Election Systems & Software (ES&S)

One of the systems marketed by ES&S is a legacy system known collectively as the Unity system, using multiple components that are not state of the art and do not meet the highest federal standards. The Election Management Software (EMS - the underlying software used to program and control the voting machines) of this system is a blend of cobbled together software packages that is not technologically current or intuitive. This software package has a reputation for forcing a reliance on the vendor for successful elections and can drive up the costs of operating budgets as a result, in addition to placing the county at the mercy of the vendor. Other components in this system include aging absentee central tabulation hardware known as the M650, aging Automark devices that are no longer in production, and a relatively new and capable, but slow precinct optical scan tabulator known as the DS200. Purchasing this system would essentially be an expensive lateral move that does not carry us into the future, nor does the Automark meet the expressed goals of the disability community for casting independent and secret ballots. We do not recommend the Unity system as a replacement for our current voting system.

The other system marketed by ES&S has recently been certified by the State of Florida and is known as the ElectionWare system (ElectionWare). While it still relies on the aging Automark ADA ballot marking device and slow DS200 precinct optical scanners, it does have a more modern Election Management System (EMS), and an absentee ballot tabulation component known as the DS850. The ElectionWare system is for the most part a modern, technologically advanced voting system. It has three keys flaws that in our opinion disqualify it from consideration as a replacement for our current system.

The first flaw is the system's reliance on the Automark as the ADA component of the system. While this device does meet the basic requirements for a permissible Florida ADA voting device, it is based on old technology with a limited future lifespan, it has a history of malfunctions, it is a piece of technology that has a substantial cost involved yet serves only a limited number of voters, it is very slow to operate, and it requires separate training, maintenance, and testing regimes from the rest of the voting system it is used with. Also, the process of utilizing this device for ADA voters requires the voter to often need the assistance of another person as it requires the marked ballot from the Automark unit to be carried and placed into the DS200 voting machine for it to be scanned and tabulated. This process lessens the independence of the voter with disabilities, requiring the ADA voter to utilize and trust another person with the voter's ballot. The promise of a secret ballot is lost for the voter with disabilities.

The second flaw in the ElectionWare system is the DS200 precinct optical scan ballot tabulator; the device is light-weight and attractive, but very slow in processing ballots. Several counties that used the units in the 2012 general election experienced long lines of people waiting to feed their ballots into these units. As a result, several of these counties are faced with the need to purchase an entire second set of DS200 units to add sufficient ballot processing bandwidth at the precincts. This added equipment demand results in three pieces of complicated voting equipment per precinct, adding expense, maintenance/inventory/testing issues for the election office staff and complexity for the poll workers at each precinct.

The third flaw in the ElectionWare system lies in its DS850 absentee tabulator. This is a very expensive piece of hardware with a reputation for slow processing speed as reported by the few localities that used it during the 2012 election cycle. The DS850's advertised ballot processing speed does not stand up to real life usage. The device is very complicated to use by experienced county election office employees and

has difficulty processing folded absentee ballots, which are a reality for meeting the United States Postal Service requirement for processing first class mail. To achieve the throughput required to process the roughly 70,000 ballot pages Leon County voted in the last election, we would need at least two of these units with a purchase price over \$110,000 per unit. Processing time frames would be dramatically expanded should one of the units fail to perform as promised or fail completely. Processing absentee ballots is always a time consumptive process, but to have the tabulation not meet the deadline of election night for results after purchasing such a costly piece of hardware would result in tremendous media attention and voter dissatisfaction.

Dominion's Democracy Suite Voting System

The Democracy Suite system has several key advantages over the other systems certified in Florida. Primary among these is the design of their I.C.E. precinct optical scan ballot tabulator. Dominion's device incorporates the flexible voting interface found in most ADA certified voting systems such as our current touchscreen voting machine, the ballot marking capabilities similar to an Automark device, and the cutting edge scanning and auditing features of an advanced optical scan ballot tabulator. All voters will use the same type of voting device, which is something the disabled voting community has requested for many years. The optical scan voting machine allows the secrecy of machine marked ADA ballots to be maintained because it not only marks the ballot, but also tabulates it without the voter having to transfer it to another piece of equipment. The machine-marked ADA ballots are indistinguishable from regular hand-marked ballots, which ensure privacy to the actions of the voter with disabilities.

The Supervisor of Elections of Leon County intends to place two I.C.E. units at each precinct, thereby allowing one machine to be used continually as the tabulator while the second is used by a voter with disabilities. During the majority of time when a voter with disabilities is not utilizing the second I.C.E. unit, it will be used by all voters of the precinct. This planned use provides for the immediate roll-over to a fully functioning unit should one of the units fail due to a ballot jam or other issue. A second I.C.E. unit also allows for more ballot scanning capacity to reside in each polling place, decreasing the likelihood of lines at the polls.

Since there is only one type of voting machine in each polling place, training and Election Day support are much simpler and less costly. Similarly, maintenance and testing are simplified since there is only one type of precinct machine in inventory. There are still two pieces of hardware at each polling place, but since they are multi-function devices, both machines are fully utilized.

Finally, the I.C.E. precinct ballot tabulator incorporates cutting edge ballot imaging and audit logging capabilities. As each ballot is scanned, an image is taken and stored to multiple memory locations. The voting machine's interpretation of voter intent is appended to each ballot image, so if there is a dispute as to the accuracy of the tabulation, this can be assessed for each ballot. Additionally, access to every door, port, or external opening on the unit is permanently logged, complying with the latest federal security requirements.

Conclusion and Recommendation

The Supervisor of Elections in Leon County has had experience with both certified vendors in the State of Florida. Dominion Voting Systems has provided superb service and has a newly developed voting system that will be viable for many years to come. The Dominion system, with its Democracy Suite Election Management Software and ImageCast Evolution scanners provide all voters a secret and independent ballot, and continues the successful tradition of an election resting in the hands of the elections office staff rather than dependent upon vendor support. We believe strongly that the Dominion Voting System is superior in so many ways that we ask the Leon County Board of County Commissioners to sole source its purchase. To do so, will require that a letter be sent to the Florida Secretary of State meeting the requirements of 101.293 (2) F.S.

We look forward to answering any additional questions you may have on this subject.

ION SANCHO
Supervisor of Elections
Leon County, Florida

Attachment #4
Page 5 of 5

February 24, 2014

The Honorable Kristin Dozier
Chair, Leon County Board of County Commissioners
301 S Monroe Street
Tallahassee FL 32301

Dear Chair Dozier:

We are required to replace our current voting system to comply with changes in Florida law that banish the use of the existing touch screen units as well as meet the new requirement of providing a means for a voter with disabilities to vote on a paper ballot.

There are two certified vendors in the State of Florida: Dominion Voting Systems and Election Systems & Software (ES&S). The Dominion System, with its Democracy Suite Election Management Software and ImageCast Evolution (I.C.E.) scanners, is the only product line that meets all requirements set forth in the State of Florida's Standards for Accessible Voting Systems, specifically, 101.56062 (1)(n)(1.) F.S.. The Dominion I.C.E. System provides all voters a secret and independent ballot, and continues the successful tradition of an election resting in the hands of the elections office staff. Dominion has provided our office with superb service and with its newly developed voting system, will remain viable for many years to come.

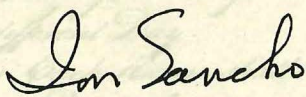
ES&S has a system that contains components of various ages of service and requires a voter with disabilities to mark the ballot on one piece of equipment and transport it to another for tabulation; this requirement means the voter with disabilities waits in two lines to cast a ballot that may be seen by another person in its transport, ending the secrecy of the individual's ballot.

Attached is our functional analysis of the two systems, which provides greater detail on the vast differences in voting technology that the two vendors offer.

We believe strongly that the Dominion Voting System is superior in so many ways and is the only voting system that meets the statutory requirements that we ask the Leon County Board of County Commissioners to sole source its purchase. To do so, will require that a letter be sent to the Director of the Florida Division of Elections meeting the requirements of 101.293(1)(b) F.S.

Should you have any questions, please contact me at your convenience.

Sincerely,



Ion Sancho

Attachment: Functional Analysis of Certified Voting Systems

Supervisor of Elections Office

Mailing Address: PO Box 7357 · Tallahassee FL 32314-7357

(850) 606-VOTE (8683) · FAX (850) 696-8601 · www.leoncountyclerk.com/elect

Printed at 1:30 P.M. on March 3, 2014



December 4, 2013

Ion Sancho
Leon County Supervisor of Elections
PO Box 7357
Tallahassee, FL 32314-7357

Dear Mr. Sancho:

Thank you so much for inviting our staff to your headquarters on October 4, 2013. We enjoyed the tour, as well as observing the demonstration of the optical scan voting unit manufactured by Dominion Voting System.

As you know, we are the recipient of the federal Protection and Advocacy for Voting Access (PAVA) grant in Florida. Our work under this grant is to increase access to voting for people with disabilities, as well as to respond to complaints that arise when attempting to participate in the elections process.

A longstanding goal is that people with disabilities be able to cast their votes on the same devices that all other voters use. This is important for several reasons:

- The right to vote of all citizens remains secret. Having to vote on a separate device means that it is more likely that voters using a different system can be identified.
- Using a system that treats all voters equally makes it possible for people with disabilities to vote independently.
- Using the same system for everyone decreases the potential errors by poll workers who may not be as familiar with the adaptive alternative equipment.

From our observation of the functioning of the optical scan voting unit by Dominions Voting System, it appeared to successfully address each of the concerns identified above.

Ion Sancho Letter
December 4, 2013
Page 2

We deeply appreciate the technical assistance you and your staff have provided to us in our efforts on behalf of voters with disabilities. Your recommendations are well thought out and have served our constituency well for many years. Thank you for your continued advocacy.

Sincerely,



Dana L. Farmer
Director of Legislative and Public Affairs
PAVA Coordinator

Florida Statutes Relevant to Purchase of New Voting System

101.293 Competitive sealed bids and proposals required.—

(1) Any purchase of voting equipment, the individual or combined retail value of which is in excess of the threshold amount for CATEGORY TWO purchases provided in s. 287.017, by a governing body shall be by means of competitive sealed bids or competitive sealed proposals from at least two bidders, except under the following conditions:

(a) If a majority of the governing body agrees by vote that an emergency situation exists in regard to the purchase of such equipment to the extent that the potential benefits derived from competitive sealed bids or competitive sealed proposals are outweighed by the detrimental effects of a delay in the acquisition of such equipment; or

(b) If a majority of the governing body finds that there is but a single source from which suitable equipment may be obtained.

If such conditions are found to exist, the chair of the governing body shall certify to the Division of Elections the situation and conditions requiring an exception to the competitive sealed bidding and competitive sealed proposal requirements of this section. Such certification shall be maintained on file by the division.

(2) The Division of Elections of the Department of State shall establish bidding procedures for carrying out the provisions and the intent of ss. 101.292-101.295, and each governing body shall follow the procedures so established.

History.—s. 2, ch. 72-303; s. 18, ch. 73-156; s. 38, ch. 73-333; s. 16, ch. 77-175; s. 5, ch. 84-302; s. 6, ch. 89-348; s. 1, ch. 90-268; s. 566, ch. 95-147.

101.294 Purchase and sale of voting equipment.

(1) The Division of Elections of the Department of State shall adopt uniform rules for the purchase, use, and sale of voting equipment in the state. No governing body shall purchase or cause to be purchased any voting equipment unless such equipment has been certified for use in this state by the Department of State.

(2) Any governing body contemplating the purchase or sale of voting equipment shall notify the Division of Elections of such considerations. The division shall attempt to coordinate the sale of

excess or outmoded equipment by one county with purchases of necessary equipment by other counties.

(3) The division shall inform the governing bodies of the various counties of the state of the availability of new or used voting equipment and of sources available for obtaining such equipment.

(4) A vendor of voting equipment may not provide an uncertified voting system, voting system component, or voting system upgrade to a local governing body or supervisor of elections in this state.

(5) Before or in conjunction with providing a voting system, voting system component, or voting system upgrade, the vendor shall provide the local governing body or supervisor of elections with a sworn certification that the voting system, voting system component, or voting system upgrade being provided has been certified by the Division of Elections.

History.—s. 2, ch. 72-303; s. 19, ch. 73-156; s. 17, ch. 77-175; s. 6, ch. 84-302; s. 31, ch. 2005-277.

101.5604 Adoption of system; procurement of equipment; commercial tabulations.—

The board of county commissioners of any county, at any regular meeting or a special meeting called for the purpose, may, upon consultation with the supervisor of elections, adopt, purchase or otherwise procure, and provide for the use of any electronic or electromechanical voting system approved by the Department of State in all or a portion of the election precincts of that county. Thereafter the electronic or electromechanical voting system may be used for voting at all elections for public and party offices and on all measures and for receiving, registering, and counting the votes thereof in such election precincts as the governing body directs. A county must use an electronic or electromechanical precinct-count tabulation voting system.

History.—s. 4, ch. 73-156; s. 21, ch. 77-175; s. 16, ch. 2001-40.

101.56075 Voting methods.—

(1) Except as provided in subsection (2), all voting shall be by marksense ballot utilizing a marking device for the purpose of designating ballot selections.

(2) Persons with disabilities may vote on a voter interface device that meets the voting system accessibility requirements for individuals with disabilities pursuant to s. 301 of the federal Help America Vote Act of 2002 and s. 101.56062.

(3) By 2020, persons with disabilities shall vote on a voter interface device that meets the voter accessibility requirements for individuals with disabilities under s. 301 of the federal Help America Vote Act of 2002 and s. 101.56062 which are consistent with subsection (1) of this section.

History.—s. 6, ch. 2007-30; s. 5, ch. 2010-167; s. 33, ch. 2011-40; s. 9, ch. 2013-57.

Date

Maria Matthews, Director
Florida Division of Elections
Florida Department of State
Room 316 R A Gray Building
500 South Bronough Street
Tallahassee FL 32399-0250

Dear Director Matthews:

This letter is to notify you that the Leon County Board of County Commissioners has entered into a contract with Dominion Voting Systems for the purchase of new voting equipment.

Exhibit A in our contract contains a one-time credit applied for the trade in value of the previous equipment in the amount of **\$120,050** which includes the following:

Name of item	Model number	Quantity	Price Each
Voting Tabulators	OS, TSx, OSx	343	\$350

The itemized quantities of the tabulation equipment are 188 Optical Scan units (OS), 140 Touch screen units (TSx) and 15 Optical Scan newer models (OSx).

Pursuant to 101.294 Florida Statutes, Purchase and Sale of Voting Equipment, which requires a governing body to notify the Division of Elections of any sale of excess or outmoded equipment by one county to another, we ask that you take the appropriate action to notify the other jurisdictions. We ask that the price be what we are receiving from the vendor, should there be an interest, and that the purchase would take place after September 10, 2014 but no later than October 10, 2014. The delay allows our county to have the existing system as a back up for the Primary Election, and the next county to have the equipment in hand, if needed for the General Election of 2014.

Should you have any questions, please contact either Vincent Long, County Administrator (850) 606-5315, on behalf of the Leon County Board of County Commissioners, or Janet Olin, Assistant Supervisor of Elections, Leon County (850) 606-8683.

Sincerely,

Kristin Dozier
Chairman
Leon County Board of County Commissioners

Cc: Ion Sancho, Supervisor of Elections, Leon County

**Leon County
Board of County Commissioners**


Notes for Agenda Item #20

Leon County Board of County Commissioners

Cover Sheet for Agenda #20

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of a Welcome Reception for Incoming Florida A&M University President Elmira Mangum

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item has a fiscal impact. The Welcome Reception is proposed to take place in the County Courthouse, prior to a regularly scheduled Board meeting, and is expected to cost up to \$500. The cost is comparable to the Board's Annual Reorganization Ceremony and funding is available in the General Contingency Reserves Account (Attachment #1).

Staff Recommendation:

- Option #1: Approve the proposed Welcome Reception for incoming Florida A&M University President Elmira Mangum to take place in the County Commission Chambers prior to a regularly scheduled Board meeting.
- Option #2: Authorize the Chairman to send a welcome letter to incoming Florida A&M University President Elmira Mangum.
- Option #3: Approve the Budget Amendment Request.

Report and Discussion

Background:

On February 11, 2014, the Board directed staff to explore the option of hosting a welcome reception for incoming FAMU President Elmira Mangum. Additionally, the Board directed that a letter of welcome be sent to the incoming president.

Analysis:

Incoming President Elmira Mangum is scheduled to start at Florida A&M University on April 1, 2014. As directed by the Board, staff recommends a Welcome Reception be held prior to a regularly scheduled Board meeting in the County Commission Chambers. The event would include remarks from President Mangum, remarks from the County Commission, and light refreshments. Invitations would be extended to community partners, including the leadership of the higher education institutions, business community, and civic organizations.

Staff would coordinate with the Office of the FAMU President to identify a date and time that would be convenient for the President to attend. The event is expected to cost no more than \$500, which is comparable to the average cost of the Board's Annual Reorganization Ceremony. A welcome letter would be sent to President Mangum, addressed from the Chairman, that would include an invitation to the Welcome Reception hosted by the County.

Options:

1. Approve the proposed Welcome Reception for incoming Florida A&M University President Elmira Mangum to take place in the County Commission Chambers prior to a regularly scheduled Board meeting.
2. Authorize the Chairman to send a welcome letter to incoming Florida A&M University President Elmira Mangum.
3. Approve the Budget Amendment Request.
4. Board direction.

Recommendation:

Option #1.

Attachment:

1. Budget Amendment Request

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

No: BAB14019
Date: 2/26/2014

Agenda Item No: _____
Agenda Item Date: 3/11/2014

County Administrator

Vincent S. Long

Deputy County Administrator

Alan Rosenzweig

**Request Detail:
Revenues**

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

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
001	990	59900	599	General Fund Contingency Reserves	113,000	(500)	112,500
001	820	54900	519	Other Current Charges & Obligations	148,307	500	148,807
Subtotal:							-

Purpose of Request:

This budget amendment appropriates \$500 from general fund contingency to support a welcome reception for incoming Florida A&M University President Elmira Mangum.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

BUDGET "OPERATING" CONTINGENCY RESERVES				
CONTINGENCY FUND UPDATE (FY 2013/14)				
		GENERAL FUND 001-990-59900-599		Beginning Balance: \$250,000.00
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		19-Nov-13	Realignment of District #1 budget to Contingency	\$0
2		19-Nov-13	Consideration of Disabled American Veterans Request	\$0
3		11-Feb-14	Consideration of Financial Assistance to Kwik Kutz	\$0
4		25-Feb-14	Infrastructure Sales Tax Education Campaign	\$100,000
5		25-Feb-14	Funding to support the Florida Association of Counties Legislative Day Reception	\$10,000
6		25-Feb-14	Funding to support the Partnership between the County and Village Square	\$26,500
7		<i>11-Mar-14</i>	<i>Welcome Reception for Incoming Florida A&M University President Elmira Mangum</i>	<i>\$500</i>
8				
9				
10				
13				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
<i>Usage to Date (Total Amendments)</i>				<u>\$137,000.00</u>
ENDING BALANCE				113,000.00
END BALANCE AS % OF BEGIN BALANCE				45%
USAGE BALANCE AS % OF BEGIN BALANCE				55%

Usage to Date (Total Amendments)

**Leon County
Board of County Commissioners**


Notes for Agenda Item #21

Leon County Board of County Commissioners

Cover Sheet for Agenda #21

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Establishment of the FY 2015 Maximum Discretionary Funding Levels for Outside Agencies

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:	Damion Warren, Management & Budget Technician

Fiscal Impact:

This item has no current fiscal impact to the County. However, direction from the Board will be used in the development of the FY 2015 budget.

Staff Recommendation:

Option #1: Budget previous line-item agency funding as contractual services in individual departmental budgets, and subsequent to the approval of the FY 2015 budget, authorize the County Administrator to execute the associated contracts, in a form approved by the County Attorney’s Office: Disc Village, Whole Child Leon, United Partners for Human Services, Tallahassee Memorial Healthcare Trauma Center, Economic Development Council, Keep Tallahassee-Leon County Beautiful, Oasis Center, Tallahassee Trust for Historic Preservation, and Council on Culture & Arts. *(Note: If approved, these agencies will no longer be considered line-item funded, but would be included as part of individual Departmental budgets annually.)*

Option #2: Continue to budget “The Friends of the Library,” Veteran’s Parade, and “Operation Thank You!” events in the appropriate division operating budget.

Option #3: Approve the annual special event funding as follows, including the establishment of a \$15,000 account for County Table/Community Events and adopt the proposed revised Policy No. 93-44 “Fiscal Planning” to reflect this change:

- Celebrate America 4th of July Celebration \$2,500
- Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee) \$4,500
- NAACP Freedom Fund Award (Tallahassee NAACP) \$1,000
- Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500) \$4,000
- County Table/Community Event Funds \$15,000

Option #4: Establish the FY 2015 Discretionary Funding at a level to be determined by the Board, as follows:

Funding Type	FY 2014 Funding Level	FY 2015 ⁽¹⁾
CHSP	\$825,000	\$825,000
Homeless Shelter Construction ⁽²⁾	\$0	\$100,000 ⁽³⁾
Palmer Monroe Teen Center ⁽²⁾	\$150,000	\$150,000
Total	\$975,000	\$1,075,000

(1) Amount to be established by the Board

(2) Fixed Time Limited per Interlocal Agreement

(3) Funding amount authorized at the January 21, 2014 BCC Meeting

Option #5: Request the Capital City Classic and the Downtown Business Association – New Year’s Eve Celebration apply for Tourism Development grant funding and do not include for special event funding.

Option #6: Do not continue the Youth Sports Funding Program.

Report and Discussion

Background:

Due to increases in non-departmental funding requests by organizations outside the budget process, the Board adopted Ordinance No. 2006-34, "Discretionary Funding Guidelines" at the November 14, 2006 meeting (Attachment #1). The Ordinance requires the Board to set a maximum amount of discretionary funds that will be made available to outside agencies during the fiscal year in the following categories: Community Human Services Partnership (CHSP); CHSP – Emergency Fund; Commissioner District Budget; Midyear Funding; Non-departmental funding; and Youth Sports Team. The Board sets the maximum amount of annual funding available in these categories for the budget year. These amounts could be lowered, depending on the funding available for competing priorities, as the budget is developed and presented to the Board.

Additionally, the Ordinance authorizes the County Administrator, or designee, to develop forms and procedures to be utilized by non-profit entities, groups, or individuals requesting funding. Further, the Ordinance provides that the County Administrator, or designee, shall establish a process for evaluating the requests for funding.

At the July 8, 2013 Budget Workshop, the Board directed staff to, where appropriate, align non-departmental appropriations to corresponding County work area budgets and to bring back an agenda item detailing how the County manages other non-departmental funding and special event funding programs.

Analysis:

The other non-departmental budget process begins with the establishment of the maximum discretionary funding levels for outside agencies. The Discretionary Funding Ordinance requires that prior to March 31, the Board of County Commissioners will:

1. Determine the maximum amount of line item funding to be considered for the budget.
2. Determine the list of permanent line item-funded agencies that could submit applications for funding during the current budget cycle.
3. Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.
4. Based on the Discretionary Funding Ordinance, the Board is to establish maximum funding levels for a series of categories. In addition, the Board is to determine which agencies are to receive applications for funding requests.

Table 1 shows the amount of discretionary funding allocated during the past three fiscal years, FY 2011 thru FY 2013. Except for the Commissioner District budget fund (not shown and currently set at \$9,500 per Commissioner) and special event funding, the categories in the table are covered by Ordinance 2006-034.

Table 1: FY 2012 – FY 2014 Discretionary Funding

Discretionary Funding Category/Fiscal Year	FY 2012	FY 2013	FY 2014
Community Human Service Partnership	\$825,000	\$825,000	\$825,000
Line Item Agency Funding	1,136,559	1,136,559	1,136,559
Special Event Sponsorships	49,500	39,500	49,500
Youth Sports Teams	4,750	4,750	4,750
Economic Development Council	199,500	199,500	199,500
Tallahassee Memorial Hospital	200,000	200,000	200,000
Oasis Center	10,000	20,000	20,000
Total	\$2,425,309	\$2,425,309	\$2,435,309

After the Board establishes the maximum discretionary funding levels, staff sends out line-item funding applications to the list of outside agencies approved by the Board. Table 2 reflects the permanent line-item agencies funded during the past three fiscal years, FY 2012 thru FY 2014. Applications are brought back to the Board for approval during the budget workshop. As a condition for receiving County funding, line-item agencies are required to submit a performance report and financial statements annually.

Table 2: FY 2012 – FY 2014 Permanent Line Item Agencies

Permanent Line Item Agencies	FY 2012 Funding	FY 2013 Funding	FY 2014 Funding
DISC Village	\$185,759	\$185,759	\$185,759
Palmer Monroe Teen Center	\$150,000	\$150,000	\$150,000
Whole Child Leon	\$38,000	\$38,000	\$38,000
United Partners for Human Services	\$23,750	\$23,750	\$23,750
TMH Trauma Center	\$200,000	\$200,000	\$200,000
Tallahassee Trust for Historic Preservation	\$63,175	\$63,175	\$63,175
Economic Development Council	\$199,500	\$199,500	\$199,500
Oasis Center	\$10,000	\$20,000	\$20,000
Keep Tallahassee-Leon County Beautiful	\$21,375	\$21,375	\$21,375
COCA	\$654,500	\$654,500	\$654,500
Total	\$1,546,059	\$1,556,059	\$1,556,059

For the dispersal of the line-item appropriation, agencies are required to submit an invoice to the County. Prior to this year, the County would release the full appropriation at the start of the fiscal year. As a result of findings during the Council of Culture and Arts (COCA) Management review, half the funding is provided at the start of the fiscal year and agencies are required to submit a mid-year performance report in order to receive the second half. These stipulations are outlined in each line-item agreement between Leon County and the outside agency.

With the exception of the line-item agreement with the Economic Development Council, line-item agency agreements were coordinated and monitored by the Office of Management and Budget. While still considered line-item funding, for more efficient monitoring, and to properly align services with the appropriate program area, the agreements were realigned in FY 2014, as reflected in Table 3.

Table 3: FY 2014 Permanent Line Item Agency Oversight Realignment

FY 2014 Department Oversight	Permanent Line-Item Agencies	Funding Amount
Office of Intervention & Detention Alternatives	Disc Village	\$185,759
	Palmer Monroe Teen Center ⁽¹⁾	\$150,000
Office of Human Services & Community Partnerships	Whole Child Leon	\$38,000
	UPHS	\$23,750
	TMH Trauma Center	\$200,000
Office of Economic Development and Business Partnerships	Economic Development Council	\$199,500
Office of Sustainability	Keep Tallahassee-Leon County Beautiful	\$23,750
Strategic Initiatives Division	Oasis Center	\$20,000
Division of Tourism Development	COCA	\$654,500
Office of Management and Budget/Grants Coordinator	Tallahassee Trust for Historic Preservation	\$63,175
Total		\$1,558,434

(1) Fixed Time Limited Funding Associated with Fire and Gas Tax Agreements with the City of Tallahassee

Attachment #2 provides a brief description of the services provided by the agencies currently receiving discretionary line-item funding.

Generally, discretionary funding allows the County to provide, and agency funds to provide, a direct service to the community via an external agent. In previous years, successful actions were taken with regard to contracting for senior citizen services (Tallahassee Senior Citizens Foundation) and for the care of injured wildlife (St. Francis Wildlife Rescue). These agencies were removed from discretionary line-item funding, and established as contracted services within the appropriate division budget. Parks and Recreation manages the contract with the Tallahassee Senior Citizens Foundation, and Animal Control manages the St. Francis Wildlife contract.

With this previous success, staff recommends using the contracting for services method of funding rather than identifying funds as discretionary line-item funding to a specific agency. In this case, if the County decides to change a service level, consideration could be given to competitively bidding for these services, or providing the service through existing staff resources. These contracts would no longer be considered discretionary line-item funding, and would not be part of the annual discretionary funding process, but would be addressed through the County budget development process with departments and divisions.

Additionally, the Board has directed staff to place \$100,000 per year, over the next five years, to fund capital construction costs associated with the relocation of the Homeless Shelter. Since this is discrete funding for a capital project, staff would recommend identifying this funding in the line-item category.

At the February 11, 2014 workshop, the Board indicated that it might desire to increase the re-granting of Tourism Development funds for cultural events from the current \$504,500, to an amount equal to one-cent of the current bed tax collections, approximately \$900,000. However, this funding increase is tentative and depends on contract renegotiations with the Community Redevelopment Agency concerning the Performing Arts Center. Any such funding change would be placed directly in the FY 2015 Tourism budget.

Special Event Funding

Leon County has traditionally assisted in funding small festivals and events. These requests do not require a written application, but are included in the budget as direct event sponsorships at the direction of the Board, as specified in the Discretionary Funding Ordinance. After the budget is adopted, staff sends a letter to special event organizations to let them know the Board appropriation is available. Once the organization sends an invoice for the event, the funds are released. Table 4 reflects the special events funding agencies that have received appropriations during the past three fiscal years, FY 2012 thru FY 2014.

Table 4: FY 2012 – FY 2014 Special Events

Special Event Agencies	FY 2012 Funding	FY 2013 Funding	FY 2014 Funding
Celebrate America 4 th of July Celebration	\$2,500	\$2,500	\$2,500
Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee)	\$4,500	\$4,500	\$4,500
Capital City Classic	\$5,000	\$5,000	\$5,000
Friends of the Leroy Collins Public Library	\$3,000	\$3,000	\$3,000
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000	\$1,000	\$1,000
New Year’s Eve Celebration (Downtown Business Assoc.)	\$0	\$10,000	\$10,000
After School Jazz Jam (The Women’s Club)	\$2,000	\$2,000	\$2,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000	\$4,000	\$4,000
Veterans Parade (VET Inc.)	\$2,500	\$2,500	\$2,500
Operation Thank You!	\$25,000	\$15,000	\$15,000
Total	\$49,500	\$49,500	\$49,500

Similar to the previously discussed line-item agency funding, special event funding was realigned to the related County program areas. As reflected in Table 5, only three special events aligned with core County functions.

Table 5: FY 2014 Special Event Budget Realignment

Special Events	FY 2014 Budget	Funding Amount
The Friends of the Library	Library Services	\$3,000
Veteran’s Parade	Veteran’s Services	\$2,500
Operation Thank You!	Veteran’s Services	\$15,000
Total		\$20,500

Table #6 reflects the events that did not align with any Department or Division budget.

Table 6: Unaligned Special Event Funding.

Special Event Agencies	FY 2014 Funding
Celebrate America 4 th of July Celebration	\$2,500
Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee)	\$4,500
Capital City Classic	\$5,000
NAACP Freedom Fund Award (Tallahassee NAACP)	\$1,000
New Year's Eve Celebration (Downtown Business Assoc.)	\$10,000
After School Jazz Jam (The Women's Club)	\$2,000
Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500)	\$4,000
Total	\$29,000

For the FY 2015 budget cycle, the Board could continue to directly fund these events, or place funding for these events in a special account to be administered by the County Administrator. In addition, to provide community sponsorships, the Board could add funding in the amount of \$15,000 to this same account. This would address issues where the Board may not receive prior notification of an event that could be beneficial for County participation. This would eliminate the need to budget specific funds for special events, and could be accommodated by revising Section 8, of the County's Fiscal Planning Policy (Attachment #3).

It should be noted, in FY 2011 and FY 2012, the Capital City Classic received both special event general revenue and Tourist Development grant funding for a total of \$6,000. The Tourism Development funding was in the amount of \$1,000. Since this event does qualify for Tourism Development funds, the Board may want to consider only providing funding for this event through the Tourism Development Division. Additionally, since the Downtown New Year's Eve Celebration attracts out-of-town visitors, the Board may want to direct the Downtown Business Association apply to the TDC for this event.

In addition, even after notification in FY 2013 and FY 2014, the After School Jazz Jam has not requested funding that had previously been allocated for this event. Staff would recommend discontinuing budgeting for this program.

Removing the Capital City Classic, the After School Jazz Jam, and the Downtown New Year's Eve Celebration would reduce special event funding to \$13,000.

Youth Sports Team

Since FY 2007, the funding level for Youth Sports Team has been set at \$4,750 annually. In order to qualify for the funding, applicants must have participated in a City, County, or school athletic program during the year in which funding is sought. The Discretionary Funding Ordinance qualifies that the funding is available to support post-season activity, such as tournaments, playoffs, or awards banquets associated with extraordinary performance. Table 7 notes actual youth sports team expenditures from FY 2011 – FY 2013, and the current year to date activity in FY 2014.

Table 7: FY 2011 – FY 2013 Youth Sports Teams Actual Expenditures

	FY11 Actual	FY12 Actual	FY13 Actual	FY14 YTD
Youth Sports Team	\$1,500	\$500	\$1,500	\$500

The established funding level allows up to 10 youth sport teams to participate in this program. The maximum grant for after-season youth sport sponsorship activities is \$500. As detailed in Table 7, the maximum number of teams that have participated in the program since FY 2011 is three; and, in FY 2012, only one award was granted. To date, one team has received funding from this program in FY 2014.

Due to the limited use of this program for the past three years, staff recommends eliminating funding for this program. The Office of Management and Budget currently administers this program. If the Board continues funding for this program, staff will realign the program to the Division of Parks and Recreation.

Approving Contracting for Services and Establishing the FY 2015 Discretionary Funding Level

By directly contracting for County core services, the Board could substantially reduce what is considered line-item funding. Line-item funding would be limited to one-time requests to the Board; such as, the capital costs associated with the relocation of the homeless shelter. Funding previously considered line-item funding would convert to contracted services. These contracts and services would be reviewed annually as part of the budget process to ensure that these services are still being provided in an efficient manner, or whether they could be provided by different means.

Contract services that would no longer be considered line-item funding are shown in Table 8.

Table 8: Outside Contracted Services

Department Oversight	Permanent Line-Item Agencies	Funding Amount
Office of Intervention & Detention Alternatives	Disc Village	\$185,759
Office of Human Services & Community Partnerships	Whole Child Leon	\$38,000
	UPHS	\$23,750
	TMH Trauma Center	\$200,000
Office of Economic Development and Business Partnerships	Economic Development Council	\$199,500
Office of Sustainability	Keep Tallahassee-Leon County Beautiful	\$23,750
Strategic Initiatives Division	Oasis Center	\$20,000
Division of Tourism Development	COCA Re-granting ⁽¹⁾	\$900,000
	COCA Administration	\$150,000
Office of Management & Budget/Grants Coordinator	Tallahassee Trust for Historic Preservation	\$63,175
Total		\$1,803,934

(1) This level of funding is preliminary and is dependent on modifications to the Performing Arts Center Agreement with the Community Redevelopment Agency.

Remaining Line-Item Funding would be captured as reflected in Table 9.

Table 9: Remaining Line-Item Funding

Funding Type	FY 2014 Funding Level	FY 2015*
CHSP	\$825,000	\$825,000
Homeless Shelter Construction	\$0	**\$100,000
Palmer Monroe Teen Center ⁽²⁾	\$150,000	\$150,000
Total	\$975,000	1,075,000

*amount to be established by the Board

** funding amount established by the Board at the January 21, 2014 meeting

Options:

- Budget previous line-item agency funding as contractual services in individual departmental budgets, and subsequent to the approval of the FY 2015 budget, authorize the County Administrator to execute the associated contracts, in a form approved by the County Attorney's Office: Disc Village, Whole Child Leon, United Partners for Human Services, Tallahassee Memorial Healthcare Trauma Center, Economic Development Council, Keep Tallahassee-Leon County Beautiful, Oasis Center, Tallahassee Trust for Historic Preservation, and Council on Culture & Arts. *(Note: If approved, these agencies will no longer be considered line-item funded, but would be included as part of individual Departmental budgets annually.)*
- Continue to budget "The Friends of the Library," Veteran's Parade and "Operation Thank You!" events in the appropriate division operating budget.
- Approve the annual special event funding as follows, including the establishment of a \$15,000 account for County Table/Community Events and adopt the proposed revised Policy No. 93-44 "Fiscal Planning" to reflect this change:
 - Celebrate America 4th of July Celebration \$2,500
 - Dr. Martin Luther King Celebration (Inter Civic Southern Leadership Council of Tallahassee) \$4,500
 - NAACP Freedom Fund Award (Tallahassee NAACP) \$1,000
 - Soul Santa (Frenchtown \$2,500 and Walker Ford \$1,500) \$4,000
 - County Table/Community Event Funds \$15,000
- Establish the FY2015 Discretionary Funding at a level to be determined by the Board as follows:

Funding Type	FY 2014 Funding Level	FY 2015 ⁽¹⁾
CHSP	\$825,000	\$825,000
Homeless Shelter Construction ⁽²⁾	\$0	\$100,000 ⁽³⁾
Palmer Monroe Teen Center ⁽²⁾	\$150,000	\$150,000
Total	\$975,000	\$1,075,000

(1) Amount to be established by the Board

(2) Fixed Time Limited per Interlocal Agreement

(3) Funding amount authorized at the January 21, 2014 BCC Meeting

5. Request the Capital City Classic to and the Downtown Business Association – New Year’s Eve Celebration apply for Tourism Development grant funding and do not include for special event funding.
6. Do not continue the Youth Sports Funding Program.
7. Board direction.

Staff Recommendation:

Options #1, #2, #3, #4, #5, and #6.

Attachments:

1. Leon County Ordinance 2006-34, Discretionary Funding Guidelines
2. Historical Narrative for Line Item Funding Agencies
3. Proposed revised Policy No. 93-44 “Fiscal Planning”

Leon County, Florida, Code of Ordinances >> - CODE OF LAWS >> Chapter 2 - ADMINISTRATION >>
ARTICLE XI. DISCRETIONARY FUNDING GUIDELINES >>

ARTICLE XI. DISCRETIONARY FUNDING GUIDELINES

[Sec. 2-600. Application of article.](#)

[Sec. 2-601. Annual appropriation.](#)

[Sec. 2-602. Definitions.](#)

[Sec. 2-603. Application process.](#)

[Sec. 2-604. Funding category guidelines.](#)

[Secs. 2-605—2-699. Reserved.](#)

Sec. 2-600. Application of article.

This article shall govern the allocation of discretionary funds and provide the board a maximum amount of annual funding available in each of the following fund categories:

- (a) Community human services partnership fund;
- (b) Community human services partnership—Emergency fund;
- (c) Commissioner district budget fund;
- (d) Midyear fund;
- (e) Non-departmental fund; and
- (f) Youth sports teams fund.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-601. Annual appropriation.

Funding for the purposes set forth in this article shall be subject to an annual appropriation by the board in accordance with this article.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-602. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Community human services partnership fund shall mean funds eligible for allocation to social service programs.

Community human services partnership—Emergency fund shall mean funds eligible for allocation for one time funding to meet an emergency situation.

Commissioner district budget fund shall mean funds eligible for allocation to each commissioner for activities relating to his or her district or the county at large.

Emergency situation shall mean those exigent circumstances that would prohibit or severely impact the ability of a currently funded community human services partnership (CHSP) agency to provide services.

Midyear fund shall mean funds eligible for allocation for requests that occur outside of the regular budget process.

Non-departmental fund shall mean funds eligible for allocation for non-profit entities that are included, by direction of the board, as part of the regular adopted budget.

Non-profit shall mean an entity that has been designated as a 501(c)(3) eligible by the U.S. Internal Revenue Services and/or registered as a non-profit entity with the Florida Department of State.

Youth sports teams fund shall mean funds eligible for allocation for temporary and nonrecurring youth sporting events such as tournaments and playoffs, and events recognizing their accomplishments.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-603. Application process.

- (a) The county administrator or his designee is authorized to develop forms and procedures to be used by a non-profit, group or individual when submitting a request for funding consistent with the provisions herein.
- (b) The county administrator or his designee shall establish a process for evaluating requests for funding made pursuant to this article.

(Ord. No. 06-34, § 1, 11-14-06)

Sec. 2-604. Funding category guidelines.

- (a) *Community human services partnership program fund.*
 - (1) Non-profits eligible for community human service partnership (CHSP) funding are eligible to apply for funding for other programs or specific event categories as long as the organization does not receive multiple county awards for the same program or event, or when requesting funding for an activity that is not CHSP eligible, such as capital improvements.
 - (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the community human services program.
- (b) *Community human services partnership program—Emergency fund.*
 - (1) Non-profits that are funded through the CHSP process are eligible to apply for emergency, one-time funding through the community human services partnership program—Emergency fund.
 - (2) Annually, as part of the budget process, the board shall confirm the allocation of funding set aside for the community human services partnership program—Emergency fund.
 - (3) These funds are available to any agency that is currently funded through the CHSP process.
 - (4) The request for emergency funding shall be made at a regular meeting of the board. If deemed appropriate, the request for emergency funding shall then go before a CHSP

sub-committee consisting of members from the CHSP review boards of each of the partners (Leon County, the City of Tallahassee, and the United Way of the Big Bend). The sub-committee shall determine if the situation would qualify as an emergency situation and what amount of financial support would be appropriate. The CHSP shall then make a recommendation to the county administrator, who is authorized to approve the recommendation for funding.

- (5) In the event the board does not meet in a timely manner, as it relates to an agency's request, the county administrator shall have the authority to appropriate expenditures from this account.
- (c) *Commissioner district budget fund.*
- (1) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the commissioner district budget fund.
 - (2) Expenditures shall only be authorized from this account for approved travel, and office expenses.
- (d) *Midyear fund.*
- (1) Non-profits, groups or individuals that do not fit into any of the other categories of discretionary funding as outlined in this article are eligible to apply for midyear funding.
 - (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the midyear fund.
 - (3) In the event the board does not meet in a timely manner, as it relates to a funding request, the county administrator shall have the authority to appropriate expenditures from this account. Such action is thereafter required to be ratified by the board.
- (e) *Non-departmental fund.*
- (1) Non-profits eligible for non-departmental funding are eligible to apply for funding in any other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event. Eligible funding activities in this category are festivals and events and outside service agencies.
 - (2) Annually, as part of the budget process, the board shall determine the allocation of funding set aside for the non-departmental fund.
 - (3) Non-profits eligible for funding through the cultural resources commission (CRC) Leon County Grant Program (funded through the non-departmental process) are eligible for funding in other program or specific event categories as long as the organization does not receive multiple county awards for the same program or event.
- (f) *Youth sports teams fund.*
- (1) Non-profits or athletic teams of the Leon County School System that are eligible for the county's youth athletic scholarship program are not eligible for funding pursuant to this article.
 - (2) Annually, as part of the budget process, the board shall determine the amount of funding pursuant to this article.
 - (3) The award for youth sports teams shall not exceed \$500.00 per team.
 - (4) Youth sports teams requesting funding from the board shall first submit their requests in writing to the county administrator or his or her designee for review and evaluation. The request must include certified documentation establishing the legitimacy of the organization.
 - (5) Funding will be allocated on a first-come, first-served basis. In the event that more than one request is received concurrently when the fund's balance is reduced to

\$500.00, the remaining \$500.00 will be divided equally among the applicants meeting the evaluation criteria.

- (6) Applicants must have participated in a city, county, or school athletic program during the year in which funding is sought.
 - (7) Team participants must be 19 years of age or younger.
 - (8) The requested funding shall support post-season activity, e.g., tournaments, playoffs, or awards banquets associated with extraordinary performance.
 - (9) After the youth sports team funding level is established by the board during the budget process, the county administrator shall have the authority to appropriate expenditures from this account.
- (g) *Appropriation process.* Annually, prior to March 31, the board shall:
- (1) Determine the amount of funding set aside for each funding category identified in this article;
 - (2) Determine the list of permanent line item funded entities that can submit applications for funding during the current budget cycle; and
 - (3) Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.

(Ord. No. 06-34, § 1, 11-14-06; Ord. No. 11-04, § 1, 2-8-11; Ord. No. 11-08, § 1, 5-24-11; Ord. No. 13-08, § 1, 3-12-13)

Secs. 2-605—2-699. Reserved.

Historical Line Item Agency Service Provisions

The following narrative provides a brief description of the services provided by agencies currently provided discretionary line item funding.

DISC Village

The Board began appropriating \$75,000 to DISC Village in support of the Juvenile Assessment and Receiving Center (JARC) in FY 2003. The appropriation replaced funding supported previously by the Local Law Enforcement Block Grant. The JARC provides a central receiving unit for all law enforcement agencies to process arrested juveniles, and a location to deliver truants, curfew violators and other status offenders. The funding supports three DISC Village Correction Officer positions.

In FY 2005, program funding increased to \$107,000 to include service for the Civil Citation program previously supported by the Local Law Enforcement Block Grant. The County has supported DISC Village with an \$185,759 appropriation since FY 2007. In FY 2013, the administration of the line item contract was realigned to the Department of Intervention and Detention Alternatives budget. The City of Tallahassee allocated \$75,000 to DISC Village in support of the JARC in the FY 2014 budget.

Palmer Munroe Teen Center

In December 2010, the Board approved a three-year agreement with the Palmer Munroe Teen Center to provide \$150,000 in annual funding. The teen center focuses on restorative justice and youth programming including cultural, vocational, and social opportunities.

At the July 8, 2013 budget workshop, the Board directed staff to include \$150,000 in funding for the Palmer Munroe Teen Center for an additional three-year term.

Whole Child Leon

The Whole Child initiative began receiving line item funding in FY 2007 budget. The program is a community-wide effort to get local children off to the best start in life by ensuring they have everything they need to thrive. The County's \$38,000 appropriation supports the staffing of a Whole Child Leon Connection & Outreach Coordinator position and expenses related to website hosting.

United Partners for Human Services

The Board directed staff to include \$23,750 in one-time line item funding for United Partners for Human Services (UPHS) in the FY 2007 budget. The funds were requested to cover for start-up costs for the program, which is a membership organization comprised of human service organizations. The program's goals are to increase efficiency and effectiveness of the human service delivery system and enhance public understanding of the contribution of the non-profit sector on the Big Bend quality of life. In subsequent budget years, funding for UPHS has remained level at \$23,750 and the funds have been used to sustain the program.

TMH Trauma Center

In 2006, the Board approved funding to assist in the development and operation costs of a Tallahassee Memorial Hospital (TMH) Trauma Center. The \$300,000 appropriation was to be used for start-up costs and trauma care expenses outlined in the line item application. As part of Board budget reductions in FY 2011, the funding level was reduced to \$200,000. Subsequent to Board approval, for the past three years TMH has used this budget allocation to draw down matching primary health care funds for primary health care.

Historical Line Item Agency Service Provisions
Page 2

Economic Development Council

The Economic Development Council (EDC) has been under contract with the County since 1995. The Board directed staff to develop a performance-based agreement with the EDC in FY 2004 to evaluate its progress in attracting new business to Leon County and link funding to program success. The County has provided the EDC with a \$199,500 appropriation since FY 2007. This funding includes \$25,000 which is earmarked for the County's Qualified Target Industries account.

Keep Tallahassee-Leon County Beautiful

Keep Tallahassee-Leon County Beautiful (KTLCB) has been funded through the general fund since FY 2004. Prior to receiving line item funding, the County contracted with KTLCB to administrator the Florida Legislature authorized Litter Control and Prevention grant program through FY 2001. KTLCB conducts beautification and clean-up projects that focus on neighborhoods, businesses, schools and lake shore areas.

Oasis Center

In July 2011, The Board approved a three-year agreement with the Oasis Center for Women and Girls (Oasis Center) to provide staff support to the Leon County Commission on the Status of Women and Girls (Women's Commission). The Board appropriated an additional \$10,000 to the Oasis Center at the November 13, 2012 meeting to conduct research and development on behalf of the Women's Commission. Like the County, the City of Tallahassee appropriated \$20,000 to the Women's Commission in the 2014 budget.

Council on Culture & Arts

The Council on Culture and Arts (COCA) has provided cultural services to Leon County since the Board of County Commissioners' enabling resolution in 1985. The County's allocation was primarily for administrative support until the agency began administering the local cultural re-granting program for the County in FY 2001.

Funding for COCA has remained level at \$654,500 since FY 2009. \$504,500 is provided for re-granting to cultural agencies from the Tourist Development Fund and \$150,000 is provided for administrative support for the agency.

Tallahassee Trust for Historic Preservation

The Tallahassee Trust for Historic Preservation (TTHP) began contracting with the County in FY 1998 after the legislature eliminated historic preservation boards throughout the state. Prior to this legislation, the Historic Tallahassee Preservation Board (HTPB) served as the historic preservation agency for Tallahassee and Leon County. TTHP uses the County's \$63,175 appropriation to provide historic preservation services to the community and staff the Architectural Review Board.

Board of County Commissioners Leon County, Florida

Policy No. 93-44

Title: Fiscal Planning

Date Adopted: ~~February 8, 2011~~ March 11, 2014

Effective Date: ~~February 8, 2011~~ March 11, 2014

Reference: N/A

Policy Superseded: Policy No. 93-44, revised 2/8/2011; Policy No. 93-44, revised 11/16/04; Policy 93-44, adopted 8/10/93; Policy No. 92-3, "Fiscal Planning," adopted 3/10/92

It shall be the policy of the Board of County Commissioners of Leon County, Florida that: Policy No. 93-44, revised by the Board of County Commissioners on ~~November 16, 2004~~ February 8, 2011, is hereby superseded, and a revised policy is hereby adopted in its place, to wit:

The County will establish fiscal planning practices to:

1. Provide that the annual operating and capital budget for Leon County shall be developed in conformity with the Tallahassee-Leon County Comprehensive Plan by the Office of Management and Budget, under the advisement of the County Administrator and adopted as provided in State law by a majority vote of the Board of County Commissioners presiding in a public hearing.
2. Provide for the development and annual review of a capital improvement budget. This budget shall contain a 5-year plan for acquisition and improvement of capital investments in the areas of facilities, transportation, equipment and drainage. This budget shall be coordinated with the annual operating budget.
3. Provide that the Board of County Commissioners will continue to reflect fiscal restraint through the development of the annual budget. In instances of forthcoming deficits, the Board will either decrease appropriations or increase revenues.
4. Provide that the County will strive to better utilize its resources through the use of productivity and efficiency enhancements while at the same time noting that the costs of such enhancements should not exceed the expected benefits.
5. Provide that expenditures which support existing capital investments and mandated service programs will be prioritized over those other supporting activities or non-mandated service programs.

6. Provide that the County Administrator shall be designated Budget Officer for Leon County and will carry out the duties as set forth in Ch. 129, F.S.
7. Provide that the responsibility for the establishment and daily monitoring of the County's accounting system(s) shall lie with the Finance Division of the Clerk of the Circuit Court, and that the oversight of investment and debt management for the government of Leon County shall lie with the Board of County Commissioners.
8. Annually, prior to March 31, the Board of County Commissioners will:
 - A. Establish a budget calendar for the annual budget cycle.
 - B. Confirm the list of permanent line item funded agencies that can submit applications for funding during the current budget cycle.
 - C. Establish the amount of funding to sponsor community partner/table events in an account to be managed by the County Administrator.
 - C. D. Provide direction to staff on additional appropriation requests that should be considered as part of the tentative budget development process.
9. Provide that this policy shall be reviewed annually by the Board of County Commissioners to ensure its consistency and viability with respect to the objectives of the Board and its applicability to current state law and financial trends.

Revised 3/11/2014

**Leon County
Board of County Commissioners**


Notes for Agenda Item #22

Leon County Board of County Commissioners

Cover Sheet for Agenda #22

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of a Funding Request from Florida Veterans Foundation, Inc. in the Amount of \$10,000 for the Homeless Veterans Stand Down

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice M. Wilson, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Ben Bradwell, Director, Veteran Services

Fiscal Impact:

This item has a fiscal impact. Funding for the Homeless Veteran Stand Down is available in the Veteran Services Military Grant Program.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

A funding request was received from a representative of the Florida Veterans Foundation, Inc. (Foundation) requesting a grant in the amount of \$10,000 for their 2nd Annual Homeless Veterans Stand Down event (Attachment #1). Homeless Veterans Stand Down is a national initiative that seeks to assist homeless veterans. Homeless veterans from around the Big Bend area are brought to the Fairground to receive meals, clothing, and medical supplies.

Last year's event assisted 282 homeless veterans throughout Leon County and surrounding counties; 225 of the 282 were Leon County residents. The total cost of the event last year was \$35,750. No funds were requested from the 27 other surrounding counties in support for the Stand Down. A \$15,000 reimbursable grant was awarded from the National Veterans Homeless Support in 2013 for the Stand Down. Leon County provided \$10,000 in support of the 2013 Stand Down; the Foundation also received \$10,000 (\$8,500 in funding and \$1,500 in-kind) from the City of Tallahassee. Additionally, the Foundation qualified for another \$15,000 Reimbursable Grant awarded from the National Veterans Homeless Support for the 2014 Stand Down.

Analysis:

The three-day Homeless Veterans Stand Down event, which is scheduled to take place April 4-6, 2014, will be held at the North Florida Fairgrounds. The goal of the Foundation is to assist 400 homeless veterans. With the support of the County and other not-for-profit agencies, the Foundation seeks to increase housing and job placement opportunities. Consistent with last year, the County's Veteran Services Division would be stationed at the Fairgrounds for the duration of the event to provide information to veterans on the programs and services offered by the County. The Foundation is requesting support from the County for the 2014 Stand Down in the amount of \$10,000. . Funding for the Homeless Veteran Stand Down is available in the Veteran Services Military Grant Program. A funding request has also been made to the City of Tallahassee for support of this year's Stand Down.

Options:

1. Approve the funding request from Florida Veterans Foundation, Inc. in the amount of \$10,000 for the Homeless Veterans Stand Down.
2. Do not approve funding request from Florida Veterans Foundation, Inc. in the amount of \$10,000 for Homeless Veterans Stand Down
3. Board direction.

Staff Recommendations:

Board direction.

Attachment:

1. Request from Florida Veterans Foundation Inc.



FLORIDA VETERANS FOUNDATION, INC.

The Capitol, Suite 2105D
400 South Monroe Street
Tallahassee, Florida 32399-0001

January 29, 2014

Col (Ret) Washington J. Sanchez, Jr
Chairman

Col (Ret) Gary Clark
Vice-Chairman

Col (Ret) Sharon Richie-Melvan, PhD, MSN
Secretary

Claude W. Shipley
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Susan Carabello, LMHC

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Daniel Hughes

Bill Vagianos, PhD

Col (Ret) Mike Prendergast
ex-officio

Maj (Ret) John L. Haynes
Chairman Emeritus

Kristin Dozier, Chairman
Leon County Commission
301 South Monroe Street
Tallahassee, FL 32301

Dear Commissioner Dozier:

Subject: Support for the North Florida Homeless Veterans Stand Down

The Florida Veterans Foundation respectfully requests a grant in the amount of \$10,000.00 from the Leon County Commission to help conduct our second annual 3-day Homeless Veterans Stand Down at the North Florida Fair Grounds on April 4-6, 2014.

Last year, our first Stand Down was very successful in that we hosted 282 homeless veterans and provided them free access to showers, over 2,500 meals, each veteran 3 sets of clothing, medical services, legal and mental health services, job opportunity counseling and a Stand Down Court. Many other social services were provided to these veterans and their family members. In collaboration with Department of Veterans Affairs and with the help of 850 community volunteer days, we were able to address many of the needs of these homeless veterans.

This coming April, we are planning to serve up to 400 homeless veterans and with the support of other community not-for-profit agencies, we plan to offer more housing and job placement opportunities. At the end of the fiscal year July 1, 2012 to June 30, 2013, the Foundation had provided direct emergency financial assistance to veterans statewide in the amount of approximately \$83,000.

Please visit our Website at: <https://northfloridastanddown.org> for Stand Down Information. Thank you in advance for your support.

Sincerely,

Col Washington J. Sanchez, Jr. USA, Ret
Chairman

wjs/br

c: Vincent S. Long, County Administrator

**Leon County
Board of County Commissioners**


Notes for Agenda Item #23

Leon County Board of County Commissioners

Cover Sheet for Agenda #23

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Consideration of Proposed Revised Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy” Amending the Standard Contract Clauses to Include a Provision that Prohibits the Display of Offensive Images on Contractor Vehicles, Equipment, and Uniforms

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Patrick T. Kinni, Deputy County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Board direction.

Report and Discussion

Background:

During the regularly scheduled meeting of the Board of County Commissioners held on Tuesday, January 21, 2014, an issue was raised concerning the alleged display of a Confederate flag on a contractor’s vehicle while performing road construction work for the County. The Board expressed an interest in considering the inclusion of a provision in standard County contracts that would prohibit the display of offensive images on contractor vehicles.

The Board directed the County Attorney to prepare an Agenda Item with proposed language that would prohibit the display of offensive images by vendors under contract with the County, and evaluate the feasibility and constitutionality of enforcing such a measure.

In an effort to promote a respectful work environment, the proposed revisions to Section 6.1 of Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, would require that County contracts with independent contractors that are working on behalf of the County to contain a provision that regulates the type of speech that contractors and subcontractors are prohibited from displaying on their vehicles, equipment, and uniforms while performing under said contract.

The proposed amendment to Section 6.1 of Policy No. 96-1 is attached hereto as Attachment #1.

Analysis:

The First Amendment to the United States Constitution protects citizens against governmental interference in free speech. The right to speak, write and publish sentiments is similarly protected by Article I, Section 4 of the Florida Constitution. Accordingly, the government may not abridge an individual’s freedom of speech except in a few specific situations. However, the United States Supreme Court has distinguished between the regulation of an individual’s speech and instances when the government itself is the speaker. In the latter situation, the government may decide which viewpoint it wants to express, and may do so at the exclusion of alternative viewpoints. *See Garcetti v. Ceballos*, 547 U.S. 410, 126 S.Ct. 1951 (2006). This concept of “government speech” is considered a necessary mechanism that allows for the efficient and effective formulation of laws and policies. When the government delegates authority or responsibility to an independent actor, that actor becomes a *de facto* mouthpiece for the government. Consequently, the government has an inherent interest in regulating that actor’s speech.

In the United States Supreme Court case of *United States v. Kokinda*, 497 U.S. 720, 110 S.Ct. 3115 (1990), the Court distinguished between the government’s power to regulate speech as a lawmaker and its power as a proprietor to manage its internal operations. In *Kokinda*, the Court held that a governmental entity maintains the discretion to develop and make reasonable choices concerning the type of communication that it displays.

The Court further held that the government’s decision to allow or disallow a type of speech in this regard is valid unless that decision is found to be arbitrary, capricious, or invidious. Under this standard of review, the government has some discretion in determining what type of speech it perpetuates. Governmental determinations in this regard will be considered arbitrary or capricious if it is found that the government acted without a basis in thought, logic, or reason. However, if the government can identify a compelling state interest that is furthered by the contested action, it is likely that the action will be considered neither arbitrary nor capricious. For example, in *Kokinda*, the Court found that the government’s removal of solicitors from government property was properly supported by the compelling interest of prohibiting inherently disruptive behavior that had the potential for evoking highly personal and subjective responses.

Therefore, considering that the County has the ability to regulate the type of speech disseminated by the County itself, the logical question then is whether that authority extends to regulating the speech of independent contractors who are hired by the County. In this instance, the County has a persuasive argument that when an independent contractor is stepping into the position of the County and purporting to act on behalf of the County, the County has a compelling interest in regulating what will be viewed by the public as “government speech.”

However, the ability to control the speech of independent contractors does not extend to every vendor that enters into a contractual relationship with the County. The Florida Supreme Court held in *News and Sun-Sentinel v. Schwab, Twitty & Hanser Architectural Group, Inc.*, 596 So.2d 1029 (Fla. 1992), that there is a distinction between contractors that provide professional services to an agency and those that are acting on behalf of the agency. In answering the certified question of whether a corporation acts on behalf of a public agency when hired by a county to perform professional services, the Court held that the following inclusive list of factors should be used when determining whether a contractor is acting as an agent of the government. Those factors are as follows:

- 1) the level of public funding;
- 2) commingling of funds;
- 3) whether the activity was conducted on publicly owned property;
- 4) whether services contracted for are an integral part of the public agency's chosen decision-making process;
- 5) whether the private entity is performing a governmental function or a function which the public agency otherwise would perform;
- 6) the extent of the public agency's involvement with, regulation of, or control over the private entity;
- 7) whether the private entity was created by the public agency;
- 8) whether the public agency has a substantial financial interest in the private entity; and
- 9) for who's benefit the private entity is functioning.

Schwab, Twitty, 596 So. 2d at 1031.

Title: Consideration of Proposed Revised Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy” Amending the Standard Contract Clauses to Include a Provision that Prohibits the Display of Offensive Images on Contractor Vehicles, Equipment, and Uniforms

March 11, 2014

Page 4

The proposed policy revisions are therefore intended to be included in contracts with vendors that are acting on behalf of the County. Thus, under the *Schwab, Twitty* “totality of factors” analysis, it is recommended that the County require independent contractors that are performing a governmental function in lieu of the County and for the direct benefit of the County, be subject to the proposed draft policy revision.

Based on the foregoing, the County may in its discretion impose a prohibition on certain types of speech by independent contractors acting on behalf of the County. This prohibition is substantiated by the objective of maintaining a respectful work environment that is conducive to the efficiency of its employees’ work and public respect for the neutrality of governmental speech. Additionally, the County has a valid interest in removing or prohibiting speech that has the potential of evoking highly personal and subjective reactions or creating a public disruption, danger or harm.

Prohibiting speech in a contract may be difficult to enforce, even within the context provided. Therefore, we have included definitions for certain terminology used in the draft policy revision and an enforcement provision imposing liquidated damages for violation thereof.

Options:

1. Approve the proposed revisions to Section 6.1 of Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy, that amends the standard contract clauses to include a provision that prohibits the display of offensive images on contractor vehicles, equipment, and uniforms.
2. Do not approve the proposed revisions to Section 6.1 of Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy, that amends the standard contract clauses to include a clause that prohibits the display of offensive images on contractor vehicles, equipment, and uniforms.
3. Board direction.

Recommendation:

Board direction.

Attachment:

1. Proposed revised Section 6.1 of Policy No. 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy

**Purchasing and Minority, Women and Small Business Enterprise Policy
Policy 96-1**

Section 6.1 CONTRACT PROVISIONS

- A. Standard Contract Clauses and Their Modification. The Purchasing Director, after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. However, the Purchasing Director may, upon consultation with the County Attorney, vary any such standard contract clauses for any particular contract.
- B. Contract Clauses - Standard. All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Director, after consultation with the County Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
1. the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
 2. the unilateral right of the County to order, in writing, temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 3. variations occurring between estimated quantities or work in contract and actual quantities;
 4. defective pricing;
 5. time of performance and liquidated damages;
 6. specified excuses for delay or nonperformance;
 7. termination of the contract for default;
 8. termination of the contract in whole or in part for the convenience of the County;
 9. suspension of work on a construction project ordered by the County;
 10. site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - a) when the contract is negotiated;
 - b) when the contractor provides the site or design;
 - c) when the parties have otherwise agreed with respect to the risk of different site conditions.
 11. value engineering proposals.
- C. Contract Clauses - Contractors Acting on Behalf of County. All County contracts for services and construction in which the Contractor is performing a governmental function or otherwise acting on behalf of the County shall include the following provision(s):
1. For the purposes of this section, the terms or phrases set forth below shall have the following meanings:

**Purchasing and Minority, Women and Small Business Enterprise Policy
Policy 96-1**

- a) “Acting on behalf of the County” shall include activities where the Contractor is performing an oversight role or where the Contractor’s activity is substituting for activities that the County would otherwise perform.
 - b) “Display” means to put in the public view or to exhibit on vehicles, equipment, or uniforms under the control of the Contractor.
 - c) “Offensive images” means a communication or expression of thought that causes to alarm, offend, or harm a reasonable person or that can be reasonably perceived to be outrageous or atrocious.
 - d) “Contract Manager” is the Leon County employee responsible for monitoring the subject Contract.
2. Contractor agrees to not display offensive images while performing those services or work specified under this Agreement.
- a) Notice. In the event that Contractor is suspected of violating this section, the Contract Manager or the Purchasing Director shall issue to Contractor a written notice (hereinafter “Notice”) that shall include a detailed description of the alleged violation including the name of the Contractor, the date, time, and location of the alleged violation, as well as a description of the nature of the offensive image, including the manner of display, content of the image, and location of the image. The Notice shall specify that Contractor has 72 hours to cure the alleged violation or to submit a written request to appeal. It is the Contractor’s responsibility to ensure that the County has received the written request within the specified time limit.
 - b) Appeal. In the event that Contractor submits a written request to appeal the Notice provided by the Contract Manager or the Purchasing Director, the County Administrator, or designee, shall review the Notice and written response of the Contractor and within 10 business days make a determination as to whether such a violation has occurred. The decision of the County Administrator, or designee, shall be final and binding on the Parties. The Contractor shall be notified in writing of the County Administrator, or designee’s, decision within 10 business days.
 - c) Breach. In the event that the Contractor does not submit a written request for appeal within 72 hours of the issuance of the Notice, or in the event that the County Administrator, or designee, makes a determination that the Contractor has committed a violation of this section after appeal (hereinafter “final determination”), Contractor agrees that failure to cure the violation within 72 hours of the final determination shall constitute a material breach of this Agreement.

**Purchasing and Minority, Women and Small Business Enterprise Policy
Policy 96-1**

- d) Damages. The County and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of costs that would or might be incurred by the County due to those failures or circumstances described in this section and for which the Contractor would otherwise be liable. Accordingly, liquidated damages are set forth herein, which the Parties agree are reasonable and appropriate under the circumstances. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement. Contractor agrees that in the event of a material breach under this section, the Contractor shall pay to the County as liquidated damages, and not as a penalty, \$500 per day after date of the issuance of the Notice and for each and every day that the Contractor fails to cure the violation alleged in the Notice. The Contractor shall ensure that payment is received by the County within 10 days of the end of the term hereof or the final determination, whichever occurs first.
- e) Enforcement. In the event that the Contractor fails to pay any such liquidated damages assessed by the County within 10 days of the rendition of notice thereof, the County shall have the right to set off any such liquidated damages assessed against any monies due and owing to the Contractor, or pursue whatever remedies may be available at law or in equity, or otherwise. The Contractor agrees to waive any right it may have, at law or in equity or otherwise, to challenge the final determination made in regard to a Notice or liquidated damages assessment issued hereunder.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #24

Leon County Board of County Commissioners

Cover Sheet for Agenda #24

March 11, 2014

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Second and Final Public Hearing to Approve the Submittal of a \$750,000 Community Development Block Grant Application in the Housing Revitalization Category to the Florida Department of Economic Opportunity and Approval of the Amended Community Development Block Grant Housing Assistance Plan

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	Lamarr Kemp, Director of Housing Services

Fiscal Impact:

This item has no fiscal impact to the County. However, \$125,000 of State Housing Initiative Partnership (SHIP) funds, further supported with Leon County Housing Finance Authority funds, will be used as leverage (matching funds) to make this application more competitive, and then only if this application is funded.

Staff Recommendation:

- Option #1: Conduct the second and final public hearing and approve the submission of a \$750,000 Community Development Block Grant application in the Housing Revitalization Category to the Florida Department of Economic Opportunity (Attachment #1).
- Option #2: Approve the amended Community Development Block Grant (CDBG) Housing Assistance Plan (Attachment #2)

Report and Discussion

Background:

On February 25, 2014, the Board approved the scheduling of a second public hearing for submission of a CDBG grant application to the Department of Economic Opportunity, to be held March 11, 2014. The Community Development Block Grant (CDBG) application deadline is March 12, 2014. The Leon County CDBG Citizens Advisory Task Force, pursuant to Rule 9B-43 F.A.C., met as required on January 9, 2014 and February 13, 2014. The first public hearing was advertised on January 24, 2014 (Attachment #3), and held on February 3, 2014 (Attachment #4). There will be a presentation on the Fair Housing Educational Program for Professionals during the public hearing.

Analysis:

County Staff has prepared a competitive application using CDBG application scoring criteria to amass the largest point total possible.

Leon County's CDBG application for FFY 2013 projected score of 701.02 is based on the following Housing Revitalization application categories:

- | | |
|---|-------|
| • Leveraging of Funds = | 25 |
| • Past Minority Contractor Usage on a Previous CDBG Project = | 25 |
| • Green Rehabilitation Activity = | 75 |
| • CDBG 5 Year Inactive History = | 100 |
| • Restricting Award Beneficiaries to Extremely-Low, Very-Low, and Low-Income Recipients = | 235 |
| • Community Wide Needs = | 31.02 |
| • Average CDBG Cost Per LMI Housing Unit = | 120 |
| • Funds and Activity Goals = | 75 |
| • Fair Housing Performance = | 15 |

Historically, a 675-725 score has been considered a fundable range for CDBG applications.

If awarded funds from the DEO CDBG FFY 2013, Housing Services will be able to further assist citizens of Leon County that are in needed of housing rehabilitation. Currently, there are 417 prospective clients on the housing rehabilitation waiting list.

Inclusion of the DEO Green Rehabilitation guidelines via the Community Development Block Grant (CDBG) Housing Assistance Plan allows for an additional 75 points in the County's application score. The amended CDBG Housing Assistance Plan with the DEO Green Rehabilitation guidelines is attached.

Title: Second and Final Public Hearing to Approve the Submittal of a \$750,000 Community Development Block Grant Application in the Housing Revitalization Category to the Florida Department of Economic Opportunity and Approval of the Amended Community Development Block Grant Housing Assistance Plan

March 11, 2014

Page 3

Options:

1. Conduct the second and final public hearing and approve the submission of an \$750,000 Community Development Block Grant application in the Housing Revitalization Category to the Florida Department of Economic Opportunity (Attachment #1).
2. Approve the amended Community Development Block Grant Housing Assistance Plan (Attachment #2).
3. Conduct the second and final public hearing and do not approve the submission of the Community Development Block Grant application.
4. Do not approve the amended Community Development Block Grant Housing Assistance Plan.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. Community Development Block Grant Application
2. Amended Community Development Block Grant (CDBG) Housing Assistance Plan
3. Notice of Public Hearing
4. Transcript of Public Hearing

VSL/AR/KM/DAL/dal/ldk

Part II – Application Profile and General Scoring Criteria

Application Profile Form G-1

Local Government Contact Information:

Local Government Name: Leon County		
Street Address: 301 South Monroe Street		
Mailing Address (if different):		
City: Tallahassee	Zip Code: 32301	County: Leon
Main Telephone: 850-606-5300	Main Facsimile: 850-606-5301	
Chief Elected Official: Kristin Dozier		Title: Chairman
Telephone: 850-606-5300		Facsimile: 850-606-5301
E-mail Address: Dozierk@leoncountyfl.gov		
Financial Officer: Betsy Coxen (Local Government)		Title: Director, Finance Department
Telephone: 850-577-4041		Facsimile: 850-577-4255
E-mail Address: Coxenb@leoncountyfl.gov		
Project Contact: Lamarr Kemp (Local Government)		Title: Housing Services Director
Telephone: 850-606-1900		Facsimile: 850-606-1901
E-mail Address: Kemp1@ironcountyfl.gov		
Street Address: 918 Railroad Avenue		
City: Tallahassee	State: FL	Zip Code: 32310
Local Government's Grant Consultant: N/A (if applicable)	Name and Address of Firm:	Telephone Number:

**Application Profile
Form G-1 (Continued)**

Application Preparer Information		
Preparer's Name: Lamarr Kemp		Organization Preparing Application: <input type="checkbox"/> Private <input type="checkbox"/> RPC <input checked="" type="checkbox"/> Local Government
Street Address: 918 Railroad Avenue		
City: Tallahassee	State: FL	Zip Code: 32310
Telephone: 850-606-1900		Facsimile: 850-606-1901
E-mail Address: Kemp1@leoncountyfl.gov		
<p>Application Type: Indicate the type(s) of funding requested. A completed application must include the appropriate sections as provided below. A Planning and Design Specifications grant will not be offered unless the appropriate Planning and Design Specifications Grant box(es) are checked. (These grants are not a separate category but may be offered to an applicant in Neighborhood Revitalization or Commercial Revitalization with an application score below the fundable range for a full grant and which does not have completed construction plans and specifications.)</p>		
<input type="checkbox"/> Commercial Revitalization (Part IV)	<input type="checkbox"/> Economic Development (Part V)	
<input checked="" type="checkbox"/> Housing Rehabilitation (Part VI)	<input type="checkbox"/> Neighborhood Revitalization (Part VII)	
<input type="checkbox"/> Planning and Design Specifications Grant – Neighborhood Revitalization	<input type="checkbox"/> Planning and Design Specifications Grant – Commercial Revitalization	
If you will accept a Planning and Design Specifications Grant, indicate amount being requested for:		
Basic Engineering \$	Additional Engineering \$	Administration \$
<p>Funding Preference: The applicant may submit a Commercial Revitalization and a Housing Rehabilitation application, or a Commercial Revitalization and a Neighborhood Revitalization application, but not a Housing and a Neighborhood application. Applicants will not be considered for an additional Commercial Revitalization, Housing Rehabilitation or Neighborhood Revitalization grant until all previously awarded Planning and Design Specifications grants have been administratively closed by the Department.</p>		
Did you submit more than one application? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If so, what category of funding do you prefer? <input type="checkbox"/> Neighborhood Revitalization <input type="checkbox"/> Commercial Revitalization <input type="checkbox"/> Housing Rehab.		
Date First Public Hearing Notice was Published: 1/24/14		Date Second Public Hearing Notice Was Published: 3/1/14
Date of First Public Hearing: 2/3/14		Date of Second Public Hearing: 3/11/14

**Application Profile
Form G-1 (Continued)**

Demographics			
U.S. Congressional District Number: 2 - Rep. Southerland			
Florida Senate District Number: 6 - Sen. Monford		Florida House District Number: 7 - Coley, 8 - Williams, 9 - Reheinkel Vasilinda	
Census Place:	Census Tract(s): County wide	Census Block Group(s): County wide	
Grant Request: Maximum grant requests are based on the jurisdiction's LMI population as determined by HUD. Please see the table below.			
LMI Population		Maximum Grant Request	
1 – 499		\$600,000.00	
500 – 1,249		\$650,000.00	
1,250 – 3,999		\$700,000.00	
4,000 – and above		\$750,000.00	
Local Government's LMI Population: 93,796		Grant Request: \$750,000	
Answer the following questions by circling the correct response.			
Historic Preservation Will the project impact a building, public improvement or planned open space more than 50 years old? (See instructions.)			Yes <input type="radio"/> No <input checked="" type="radio"/>
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement must be provided in the Supporting Documentation Section. (See instructions.)			Yes <input type="radio"/> No <input checked="" type="radio"/>
State of Financial Emergency Has the local government been declared to be in a state of financial emergency pursuant to Section 218.50 – 218.504, F.S., at any time during the two years prior to submission of the application? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees			Yes <input type="radio"/> No <input checked="" type="radio"/>
Grant Preparation Costs The applicant may request grant funds for the cost of grant application preparation. See instructions if funds are requested.			
Does the applicant wish to request grant funds for the cost of grant application preparation?			Yes <input type="radio"/> No <input checked="" type="radio"/>
Amount: \$N/A	If yes , grant preparation cost documentation must be included in the Supporting Documentation Section.		
National Flood Insurance Program – Indicate whether or not the local government is a current participant in the NFIP.			Yes <input checked="" type="radio"/> No <input type="radio"/>

Project Narrative Form G-2

Describe the proposed project using the guidelines in the instructions. Use additional pages as needed. Please see the instructions on the following page relating to applications for Economic Development loans. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions provided for each respective category.

Activity Description: Housing Rehabilitation. Leon County is proposing to perform housing rehabilitation activities on owner occupied, low to moderate income households. The need for this program is evidenced by the current list of 417 clients that have requested these services (please note that if awarded, the County will advertise and develop an updated list of clients). This program will range from major to minor rehabilitation with the end product being a safe, code compliant household. As part of the program, temporary relocation assistance will be provided to allow the work to be performed on their house.

Need for CDBG Funding: Although the County uses other resources such as SHIP funding to address these housing needs, the need dwarfs the available resources. The allocation of CDBG Funds will have a dramatic impact in addressing the backlog of substandard housing within the unincorporated part of Leon County.

Location of Activity: This is a County-wide (unincorporated area only) project and will utilize the Unspecified Site Strategy.

Cost: The County is requesting a CDBG of \$750,000 and is matching it with \$125,000. This will result in a total program budget of \$875,000. It is projected that these funds will allow the rehabilitation of 14 homes.

National Objective: This project meets the benefit to low to moderate income persons objective.

Number of Beneficiaries: It is projected that this funding (grant and leverage) will address 14 LMI/VLI households. With an average family size of 2.92 for Leon County, The program would serve approximately 41 LMI/VLI individuals.

**General Scoring Criteria
Form G-3**

1. Enter the Local Government's Community-Wide Needs Score This document is posted to the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part VIII, page 4.)		Score: <u>32.01</u>
2. Special Designation Score Check all applicable designations and enter a score of 20 if all activities are within any of the boundaries of the following designated areas. (Transfer this score to line 3a. of the Application Scoring Summary page.)		Score: <u>0</u>
<input type="checkbox"/> Empowerment Zone, Enterprise Community, or Champion Community, pursuant to the Economic Empowerment Act of 1993 <i>(Note: These designations have expired.)</i>	<input type="checkbox"/> Rural Area of Critical Economic Concern designated by the Governor <u>or</u> <input type="checkbox"/> Rural Economic Development Initiative (REDI) community	
<input type="checkbox"/> Area of Critical State Concern pursuant to Chapter 380.05, F.S.	<input type="checkbox"/> Florida Enterprise Zone pursuant to Chapter 290.0065, F.S.	
<input type="checkbox"/> HUD-designated Renewal Community	<input type="checkbox"/> Front Porch Community	
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)		Score: <u>100</u>
4. Outstanding Performance in Equal Employment Opportunity (EEO)		
M/WBE Contracting: The applicant may claim up to 25 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent CDBG grant administratively closed out not more than four years before application deadline date. Review the M/WBE reports submitted to DCA/DEO for that grant and enter a score based on the achievement reported.		
Most Recent Administratively Closed CDBG Contract Number:		<u>10DB-4N-02-47-01-NES</u>
<u>\$90,803</u> Amount Awarded to M/WBE firms	\div	<u>165,203</u> Total Prime Contracts Amount
		$\times 100 =$
		<u>54.9</u> M/WBE %
M/WBE %	Points	4a. M/WBE Contracting Score: <div style="text-align: center; margin-top: 20px;"> <u>25</u> (Maximum 25 points) </div>
5.0 – 9.99%	5	
10.0 – 14.99%	10	
15.0 – 19.99%	20	
20.00%+	25	
If the applicant has not administratively closed out a CDBG grant within four years of the application deadline date, score 5 points.		

**General Scoring Criteria
Form G-3 (Continued)**

<p>Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.</p>						
Number of Permanent Full-time Equivalent Minority Applicant Employees <u>225</u>	÷	Number of Permanent Full-time Equivalent Applicant Employees <u>694</u>	=	Applicant's Percentage of Minority Employees <u>32.42 %</u>		
Enter percentage of minorities in the applicant's county: 35.6%						
If the "Prorated 60 Points Score" is claimed, complete the following equation:						
Applicant's Percentage of Minority Employees <u>32.42</u>	÷	Percentage of Minorities in Applicant's County <u>35.6</u>	=	Applicant's Percentage of Minority Employees <u>91.06</u>	X 60 =	Points Claimed <u>54.63</u>
If the applicant has three (3) or less employees, 40 points may be claimed.						
4b. Local Government Minority Employment Score (60 Points Maximum):				<u>54.63</u>		
<p>5. Outstanding Performance in Fair Housing</p>						
The applicant may claim five points for each of the following Fair Housing goals. See instructions for guidelines and documentation requirements.						
			Date	Score		
5a. Date Fair Housing Ordinance Adopted:			5/11/2010	<u>5</u>		
5b. Date of training or educational program designed for the general public and elected officials:			11/9/2010	<u>5</u>		
5c. Date of training or educational program designed for professionals:			11/16/2010	<u>5</u>		
5d. Total Fair Housing (5a+5b+5c) Score (15 Points Maximum):				<u>15</u>		

Outstanding Performance in EEO and Fair Housing (4a+4b+5d) Score: 94.63
 (Transfer this score to line 2. on the Application Scoring Summary page – Part VIII, page 4.)
 (100 points maximum.)

Part III – Sources and Uses of Non-CDBG Funds (Leverage)

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Form L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
	SHIP Funding	\$125,000	\$	Local Government Funds
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
	Totals	\$125,000	\$	
	Total Leverage Claimed for Scoring	\$125,000		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

<p style="text-align: center;">Leverage Points Calculation for NR, CR, and HR</p> $\frac{\$125,000}{\$5,000} = 25 \text{ Points}$ <p style="text-align: center;">(25 Points Maximum)</p>
<p style="text-align: center;">Leverage Points Calculation for ED</p> $\frac{\$ \quad}{\$10,000} = \quad \text{Points}$ <p style="text-align: center;">(125 Points Maximum)</p>

Leverage Score: 25

(Transfer this score to line 3c. on the Application Scoring Summary page – Part VIII, page 4.)

Part VI – Housing Rehabilitation (CDBG-H)

**Category Impact
CDBG Funds and Activity Goals Score
Form H-1**

Activity #	A Activity Name	B Enter CDBG Activity \$	C % of CDBG Project Cost (B ÷ B1)	D Goal Points	E Activity Goal Score (C x D)	F # of Housing Units To be Addressed by Activity
01	Acquisition (in support of)	\$		*		
01	Acquisition in 100 Year Floodplain	\$		75		
04	Clearance	\$		35		
15	Code Enforcement	\$		45		
04A	Demolition (without subsequent construction)	\$		50		
16A	Historic Preservation - Residential	\$		35		
14A	Housing Rehab/Demolition/Replacement	\$626,700	.98	75	74	12
08	Permanent Relocation as a part of Hazard Mitigation	\$		75		
08	Permanent Relocation – Other	\$		50		
14A	Potable Well Installation**	\$		75		
14A	Removal of Housing Architectural Barriers	\$		75		
14A	Septic System Installation**	\$		75		
14A	Sewer Hookups**	\$		75		
08	Temporary Relocation	\$10,800	.02	75	21	12
14A	Utility Hookups, Other**	\$		60		
14A	Water Hookups**	\$		75		
	1. Total Column B - CDBG Project Cost	\$637,500		1a. Total Activity Goal Score: <u>75</u> (75 Points Maximum)		
	2. Enter CDBG Administrative Funds (Maximum of .15 of total below)	\$112,500		* Goal points are same as activity supported.		Total Unduplicated Number of Housing Units to be Addressed By All Activities <u>12</u>
	3. Add B1 and B2 for Total CDBG Funds Requested	\$750000		** Use only if no housing rehabilitation is required. Otherwise, treat as complementary activity to housing rehabilitation activity.		

Low Income and Very Low Income Beneficiary Impact Score

4a. Number of homes to be addressed whose occupants qualify as "low income:"
(Note: "low income" means household income does not exceed **50%** of median for your county)

"low income" beneficiary impact points: 10 homes X 45 = 450 points (180 Points Maximum)

4b. Number of homes to be addressed whose occupants qualify as "very low income:"
(Note: "very low income" (VLI) means household income does not exceed **30%** of median for your county)
1 home: score = 30 points; 2 homes: score = 55 points:

"very low income" beneficiary impact points: 2 home(s) = 55 points (55 Points Maximum)

4c. Total "Low Income" and "Very Low Income" (4a+4b) Beneficiary Score: 235
(235 Points Maximum)

Average CDBG Cost per LMI Housing Unit

5a. Use the CDBG Funds and Activity Goal Score Spreadsheet to calculate the average CDBG LMI housing unit cost:

$$\frac{\$637,500}{\text{Total CDBG Project Cost (1B)}} \div \frac{12}{\text{Total number of LMI Housing Units}} = \frac{\$53,125.}{\text{Average CDBG LMI Housing Unit Cost}}$$

Based on the average CDBG cost per LMI housing unit, enter the appropriate score from the chart on page 6 in the instructions:

5b. Average CDBG Cost per LMI Housing Unit Score: 120
(120 points maximum)

"Green" Rehabilitation Standards

- 6a. If Housing Assistance Plan (HAP) requires all the minimum "green" standards identified in the instructions, score 40 points: 40
- 6b. If Housing Assistance Plan (HAP) requires all the supplemental "green" standards identified in the instructions, score 35 points: 35
- 6c. "Green" Rehabilitation Standards (6a + 6b) Score:** 75
(75 Points Maximum)

Category Summary Score (1a+4c+5b+6c=): 505

(Transfer this score to line 3d. in the HR column on the Application Scoring Summary page – Part VIII, page 4.)
(Cannot exceed 505 points.)

Part VIII– Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the local government, certify that, to the best of my knowledge, this application for Small Cities Community Development Block Grant funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I, the undersigned, certify that the local government (Applicant):

1. Has met all citizen participation requirements:
 - Public hearings were conducted by a member of the local governing body or a duly authorized employee;
 - The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - A second public hearing was conducted to obtain citizen comments on the application; and
 - Public notice for the second public hearing was published after the first public hearing was conducted.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
3. Will comply with the Intergovernmental Coordination and Review requirements by submitting the required information to the local Regional Planning Council and to the State Clearinghouse.
4. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
5. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
6. Will administer the grant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
7. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
8. Has adopted a Community Development Plan or has adopted the Local Comprehensive Plan as the Community Development Plan.
9. Has adopted an Anti-Displacement and Relocation Plan and will minimize the displacement of persons.
10. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
11. Has authorized the submission of this application by vote of the local governing body.

Failure of the Chief Elected Official to properly sign the application by the deadline, or failure to include a copy of the ordinance or resolution of the governing body authorizing another individual to sign the application, will result in a 50-point penalty being assessed against the application that cannot be eliminated during the completeness process.

Signature of Chief Elected Official or Designee (If signed by a person designated by the local governing body, a copy of the resolution must be included.)		
Signature: _____		
Typed Name and Title: Vincent S. Long, County Administrator		
Date: March 11, 2014		
If signed by a person other than the chief elected official, is a copy of the required resolution included in the Appendices?	Yes	No
Signature of Application Preparer if other than an employee of the Local Government		
Signature: _____		
Typed Name and Title:		
Name of Firm or Agency:		

Application Scoring Summary

This form is the applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. If additional pages are needed (number them with a lowercase letter such as 7a, 7b, 7c, etc.). When all of the scores have been transferred to this form, add the scores and enter the total.

Enter Name of Local Government Applicant: <u>Leon County</u>					(For DEO Use Only) Application Number: _____	
Enter Type of Application(s): <u>Housing Rehabilitation</u>					(Complete this form for each application submitted.)	
Form	Title/Score	Page	CR	ED	HR	NR
	1. Community-Wide Needs Score (250 Points Maximum)				32.01	
	2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (100 points maximum)				94.63	
	3. Program Impact:					
	3a. Special Designation Score (20 Points Maximum)				0	
	3b. Grant History Score (100 Points Maximum)				100	
	3c. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)				25	
	3d. Category Summary Score				505	
	3e. Total Program Impact Score (3a+3b+3c+3d) (650 Points Maximum)				630	
	4. Total Application Score (1+2+3e) (1000 Points Maximum)				756.64	
	Less Penalties Assessed (For DEO Use Only)					
	Final Score (For DEO Use Only)					

Part IX— Forms and Supporting Documentation

Place all supporting documentation, in the order it is referenced in the application in this section. Separate the documents with a titled tab or titled colored paper.

Appendix	Title	Page
A	Maps - Jurisdiction, Service Area, 100-Year Flood Plain (Required)	
B	Comprehensive Plan Documents, as Amended (Required)	
C	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements	
D	Historic Preservation Documents	
E	Leverage Documentation (Letter of Commitment, etc.)	
F	Grant Application Preparation	
G	Readiness to Proceed Documentation	
H	VLI/LMI Worksheets or Census Data and/or Census Maps	
I	Health and Safety Impact Documentation	
J	Local Governing Body's Resolution for Signature Designation	
K	Housing Assistance Plan	
L	Public Hearing Documentation	
M	Special Designation	
N	Economic Development Documentation (not included above)	
O		
P		
Q		
R		



**Leon County, Florida
Community Development Block Grant
(CDBG)**

Housing Assistance Plan

**Approved by the Leon County Board of County
Commission, ~~November~~ March 15 11, 2011 2014**

**LEON COUNTY, FLORIDA
CDBG HOUSING ASSISTANCE PLAN**

Table of Contents 2
Introduction..... 3
Housing Rehabilitation Objectives and Policies..... 4
 A. Objectives
 B. Rehabilitation Policies
 C. Identification of Units
 D. Removal of Units from Program
 E. Affordable Rental Housing

Conflict of interest..... 8
Housing Rehabilitation Financing..... 8
 A. Deferred Payment Loans (DPL)
 B. Rental Rehabilitation
 C. Scope of Rehabilitation

Qualifications..... 11
 A. General
 B. Household Income

Structural Requirements..... 12
 A. General
 B. Structural Integrity
 C. Cost Feasibility
 D. Suitability for Replacement

Procedures..... 15
 A. Application and Inspection
 B. Bidding
 C. Contracting and Rehabilitation
 D. Inspections
 E. Change Orders
 F. Payment
 G. Disputes and Contract Termination
 H. Follow-up

Anti-Displacement, Temporary Relocation/Demolition Relocation..... 18
Contractor Eligibility..... 25
 A. General
 B. Disqualification

Appeals and Complaints..... 27
Program Income..... 27
Record Keeping for Case Files and Closeout..... 27

Signature Page 29

I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of the Leon County Community Development Block Grant (CDBG) program and the State of Florida Department of Economic Opportunity (DEO-DCA) Community Development Block Grant FFY 2008 Disaster Recovery Program (DEO-DCA-CDBG-Disaster Recovery). The responsibilities of the Housing Coordinator, the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation including demolition/clearance of a dwelling. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if permanent displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard dwelling units located in the unincorporated areas of Leon County and to bring them up to the HUD Section 8 Minimum Housing Quality Standard (HQS), the Leon County Minimum Housing Code, and the Florida Building Code when applicable. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation, or for demolition and replacement of the existing dwelling when rehabilitation is not feasible. The housing units to be assisted shall be owner occupied. A rental rehabilitation program is not included in this grant except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects.

Only very low and low income families or persons are eligible to receive assistance from this program except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects, and such DEO-DCA-CDBG-Disaster Recovery projects shall have no income eligibility requirement. Very low and low income families means “lower income families” and “very low-income families” as defined under the Department of Housing and Urban Development (HUD) Section 8 Assisted Housing Program. A lower income family is a household whose annual income does not exceed 80 percent of the median income for the area or does not exceed 80 percent of the median income for the State, whichever is higher, as most recently determined by HUD. A very low-income family is a household whose annual income does not exceed 50 percent of the median income for the area or does not exceed 50 percent of the median income for the State, whichever is higher, as most recently determined by HUD.

Low income persons mean “members of low income families having incomes equal to or less than the Section 8 low-income limit established by HUD.” A *very low-income person* mean “a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Individuals will be considered as one-person families for this purpose.”

For the sake of efficiency, the term “low income” shall hereinafter include “very low income” unless otherwise noted.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the County's Housing Rehabilitation Program are:

1. To encourage the revitalization of low income neighborhoods through a Housing Rehabilitation Program. The Program includes demolition and replacement on site for homes that are deteriorated to the point of being infeasible for rehabilitation.
2. To remove unhealthy or hazardous housing conditions for low income households.
3. To preserve existing housing stock.
4. To enable low income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
5. To reduce utility costs and to improve the comfort of low income families through weatherization aspects of rehabilitation.
6. To improve the property tax base in low income neighborhoods.
7. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
8. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgment may dictate.
9. To minimize potential negative impacts of program participation on recipients and to limit direct costs encountered because of program participation.
10. To address the unmet needs of affordable rental housing (housing rehabilitation and or replacement) for units affected specifically with weather event related storm damages.

B. Rehabilitation Policies

It is the policy of the County's Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.).
2. Treat all participating property owners and contractors fairly, with sensitivity and respect for their needs, and in accordance with the program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind: 1) that property owners hold the primary responsibility for maintaining their property and personal finances; 2)

that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and 3) that any assistance provided must be authorized at the proper level.

4. Assure that no member of the Congress of the United States, the State of Florida Legislature, the Citizen Advisory Task Force or the local governing body or staff who have direct involvement in the Program shall share in proceeds or benefits of CDBG funded activities, unless a waiver has been obtained in accordance with state and federal law.
5. Allow some flexibility in administering the program in order to meet the Program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standard, local codes, and, where applicable, the Florida Building Code. Program rules may be waived by the Leon County Board of County Commissioners when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations.
6. Provide assistance to low and very low income homeowners living in substandard single family housing located in unincorporated Leon County, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects. The County will provide technical and financial assistance as needed to rehabilitate the owner-occupied homes to meet HUD Section 8 Minimum Housing Quality Standards and the Leon County minimum housing code, in compliance with applicable requirements of the Florida Building Code and other local regulations. Mobile homes and other forms of manufactured housing are eligible for assistance, but, no rental or vacant property will be assisted, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects. Other exceptions may be made to provide housing rehabilitation assistance for eligible property owners to reoccupy or occupy houses that are vacant because the dwelling's condition precludes occupancy if:
 - a. The owner has owned the property for at least one year; or if not, then the owner occupied the property with its previous owner, as in the case of a parent and child living together and the child inheriting the home upon the parent's death cannot have incurred any private mortgage indebtedness within the year of application, or if he or she has, then that indebtedness must be subordinated to the SHIP, HOME, or CDBG mortgage;
 - b. The owner does not own other residential property that is or could be occupied by the owner; and
 - c. The owner agrees to abide by the requirement to occupy the rehabilitated house as his/her primary residence for the period of lien securing the rehabilitation funds beginning immediately upon completion of the rehabilitation work.

7. There will be no demolition of homes (other than removal of only a portion of the structure when necessary) and no new construction financed with CDBG funds, unless the demolition and new construction are to replace a dilapidated home that is not feasible for rehabilitation, and the construction occurs on the same property as the original structure that is being replaced.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by the County and in accordance with grant requirements established by the State of Florida and H.U.D. The County will solicit applications either by placing notices in public areas throughout the County and/or by advertising in publicly circulated publications.

This program is designed for Single Family Owner Occupied housing Units located in unincorporated areas of the County, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects. Rental and/or vacant housing units will not be eligible under this program, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects.

Any violation of local codes on the property being funded, which are not to be addressed with program funding (i.e., nuisance, trash, junk vehicles, etc.) shall be corrected prior to proceeding with development of the work write-up.

A former rehabilitation/replacement recipient cannot be assisted for five years from the date the deferred payment loan is signed, or for the term of the loan, whichever is longer. Applicants that have only received emergency repairs under non-CDBG programs may be eligible and shall be ranked based on criteria listed below.

The County Housing staff will review applications received to make sure they meet the eligibility requirements listed under Section V- Qualifications, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects. Preference will be given to eligible applicants in the order of the selection criteria listed below:

1. Persons whose homes present immediate and serious threats to health and/or safety.
 - A. Very low income applicants.
 - B. Low income applicants.
2. Households who have submitted qualifying documentation and are waiting for assistance,
 - A. Very low income applicants,
 - B. Elderly (age 60 and older), and/or handicapped head of household applicants,
 - C. Households with minor children and/or handicapped members of the household.

3. Very Low Income
 - A. Elderly (age 60 and older), and/or handicapped head of household applicants,
 - B. Households with minor children and/or handicapped members of the household,
 - C. All other very low-income persons and/or families
4. Low income
 - A. Elderly (age 60 and older), and/or handicapped head of household applicants,
 - B. Households with minor children and/or handicapped members of the household,
 - C. All other low-income persons and/or families.

The County Housing staff shall utilize the above stated criteria to rank the order of the applications received, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects. However, the ranking may be altered in order to meet budget and time constraints (such as skipping an applicant who needs home replacement when time and funds are insufficient to provide that level of assistance) or to meet very low income assistance percentage requirements, or to maximize opportunities to leverage other funds. Geographic distribution, race, gender, religion, color, or familial status will not be used as priority factors.

D. Removal of Units from Program

The County Housing staff may remove a housing unit from the program for a change in household income, approved selection criteria, lack of funding, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

E. Affordable Rental Housing

Affordable Rental Housing is exclusively implemented in conjunction with DEO-DCA-CDBG Disaster Recovery housing rehabilitation and housing replacement projects. This program is designed to assist affordable renters by providing property owners of rental units the financial assistance needed to bring affordable rental property to a sufficient and adequate standard per local building code, and safety, health, and insurability condition. All rental housing properties shall currently have unmet needs from storm damages obtained during a weather event. Third party, documented, and verifiable proof of event must be presented before financial assistance can be awarded. Examples of third party sources of event proof are, but not limited to, FEMA, Red Cross, 911, Insurance Company, a government entity, or other entity of similar standing in the community. As an alternative to third-party proof, satellite weather imagery, GIS natural features inventory flood extrapolation mapping and picture may suffice to determine event occurrence on a case by case basis.

III. CONFLICT OF INTEREST

Leon County's Conflict of Interest Policy is pursuant to 24 C.F.R. Section 570.489 and Chapter 112.311.3143 Florida Statutes which includes but is not limited to the following:

Adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Staff, and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed. In addition, the local governing body and the Citizen Advisory Task Force Committee (CATF) members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. All beneficiaries must be listed by name in the minutes of the CATF and commission meetings so that previously unknown conflicts may be surfaced. The list of beneficiaries must be given to the Board of County Commissioners prior to the doing the work write-up. If a conflict of interest exists, those conflicts will be made public along with the final rankings based upon the criteria outlined in this plan.

Any conflict will be dealt with locally by the Leon County Board of County Commissioners. Conflict of Interest waivers will be requested of those conflicts when appropriate. Before an applicant with a potential or real conflict is given final approval for participation, the Department of Community Affairs must approve the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed, the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans (DPL), the amount of which shall include the accepted bid amount, contingency reserve, and various other associated costs (i.e., a title search, septic pump-out, County inspections, recording fees, etc).

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects. The Deferred Payment Loan (DPL) involves a 0% interest security instrument (lien) requiring repayment of the loan only if the homeowner does any of the following default activity within the period of the loan agreement: (1) sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.); (2) no longer occupies the unit as his/her principal residence; (3) dies, or if a married couple, the survivor dies; or (4) refinances an existing mortgage on the home except when refinancing only to obtain more favorable terms without increasing the amount of debt above the mortgage balance due at the time of refinancing. If none of these events occurs within the period of the County's deferred payment loan, then no repayment is required and the loan will be satisfied. If one of these events occurs within the term of the loan, the loan balance shall be due to the County according to the loan repayment schedule.

The maximum CDBG DPL for an owner-occupied single-family dwelling is \$50,000, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects.

The term of the loan varies according to the amount of the loan. Loan terms are as follows:

\$0 - \$10,000.00, five years,

\$10,000.01 - \$20,000.00 ten years

\$20,000.01 and above, twenty years,

There is no interest charged on loans associated with on financial assistance governed by this document.

Recapture payments for a five (5) year loan shall be in accordance with the following schedule:

- a. If during the first year, One Hundred Percent (100%) of the loan amount.
- b. If during the second year, Eighty Percent (80%) of the loan amount.
- c. If during the third year, Sixty Percent (60%) of the loan amount.
- d. If during the fourth year, Forty Percent (40%) of the loan amount.
- c. If during the fifth year, Twenty Percent (20%) of the loan amount.
- d. After the end of the fifth year following the date of the loan agreement there shall be no recapture by the County, as the loan is forgiven.

For ten year loans, recapture payments for a ten (10) year loan shall be in accordance with the following schedule:

- a. If during the first year, one hundred percent (100%) of the loan amount,
- b. If during the second year, ninety percent (90%) of the loan amount,
- c. If during the third year, eighty percent (80%) of the loan amount,
- d. If during the fourth year, seventy percent (70%) of the loan amount,
- e. If during the fifth year, sixty percent (60%) of the loan amount,
- f. If during the sixth year, fifty percent (50%) of the loan amount,
- g. If during the seventh year, forty percent (40%) of the loan amount,
- h. If during the eighth year, thirty percent (30%) of the loan amount,
- i. If during the ninth year, twenty percent (20%) of the loan amount,
- j. If during the tenth year, ten percent (10%) of the loan amount,
- k. After the tenth year following the date of the loan agreement, no recapture of the loan amount, as the loan is forgiven.

Recapture payments for twenty (20) year loans shall be

- a. If during the first year, one hundred percent (100%) of the loan amount,
- b. If during the second year, ninety five percent (95%) of the loan amount,
- c. If during the third year, ninety percent (90%) of the loan amount,
- a. If during the fourth year, eighty five percent (85%) of the loan amount,
- b. If during the fifth year, eighty percent (80%) of the loan amount,
- c. If during the sixth year, seventy five percent (75%) of the loan amount,
- d. If during the seventh year, seventy percent (70%) of the loan amount,
- e. If during the eighth year, sixty five percent (65%) of the loan amount,

- f. If during the ninth year, sixty percent (60%) of the loan amount,
- g. If during the tenth year, fifty five percent (55%) of the loan amount,
- h. If during the eleventh year, fifty percent (50%) of the loan amount,
- i. If during the twelfth year, forty five percent (45%) of the loan amount,
- j. If during the thirteenth year, forty percent (40%) of the loan amount,
- k. If during the fourteenth year, thirty five percent (35%) of the loan amount,
- l. If during the fifteenth year, thirty percent (30%) of the loan amount,
- m. If during the sixteenth year, twenty five percent (25%) of the loan amount,
- n. If during the seventeenth year, twenty percent (20%) of the loan amount,
- o. If during the eighteenth year, fifteen percent (15%) of the loan amount,
- p. If during the nineteenth year, ten percent (10%) of the loan amount,
- q. If during the twentieth year, five percent (5%) of the loan amount,
- r. If after the twentieth year following the date of the loan agreement, no recapture of the loan amount, as the loan is forgiven.

If repayment of the DPL becomes necessary, the principle balance according to the term of the loan will be due in full within thirty (30) days. If the owner is unable to make such payment, the Board of County Commissioners may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

B. Rental Rehabilitation

Rental units are not included in the CDBG program, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects.

C. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. Correcting local housing code, Florida Building Code and Section 8 Housing Quality Standard (HQS) violations;
2. Providing cost effective energy conserving features;
3. Making the dwelling accessible to handicapped and elderly occupants as necessary; and
4. Correcting health and/or safety violations that may be present, including repair or replacement of inadequate or malfunctioning water supply or sewage disposal facilities, replacement of dilapidated or malfunctioning stoves or refrigerators and removal of lead-based paint hazards;

New construction (adding a room, closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding, provide space for wheelchair accessibility, or to provide bathroom, necessary storage, or laundry facilities. General property improvements are eligible for program funds when necessary to obtain an adequate level of utility, to decrease high maintenance costs, or preserve a minimal amount of aesthetic integrity. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in a room layout, replacement of unsightly

floor covering, and enclosure of a porch for use as utility room or bathroom where the dwelling does not have adequate interior space.

Any property improvements that are not covered in the County-approved construction contract or by change order must be contracted separately and paid for by the property owner. Any construction not covered in the construction contract or by change order will not be inspected by the Housing Rehabilitation Specialist.

V. OWNER QUALIFICATIONS

A. General

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects:

1. Total household income must not exceed the low-income limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide proof of ownership to the property, although it may be jointly owned and the property may be mortgaged. Presumptive title for initial screening is normally evidenced by warranty deed, probated estate or divorce settlement documents which are recorded in public records. Ownership through life estate or trust is also considered acceptable for program participation in the rehabilitation category, but not for demolition and replacement. Proof of ownership will be verified by an Ownership and Encumbrance (O&E) report. Obtaining proof of clear title is an owner responsibility and eligible project expense.
3. The owner must reside in the dwelling to be rehabilitated at the time application for assistance is provided unless a waiver is granted (Section II, B.6). Both ownership and occupancy must have been in effect for a period of one year prior to application. If there is any doubt about the length of residency in the home, the applicant may be required to provide proof such as utility bills for the address in the owner's name, driver's license issued one year prior showing the address, or other similar evidence.
4. Property tax and mortgage payments must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be fully insured for flood insurance at the time housing repairs are made by the program, if the home is in the 100 year flood plain. The applicant is required to maintain the flood insurance for the duration of the DPL. The County may place a special assessment lien on the property to cover the County's cost of continuing insurance if the owner defaults on the requirements.

6. All applicants that may have a business or familial relationship with a member of the local governing body, the Citizen Advisory Task Force Committee, Housing Services Specialist, Housing Rehabilitation Specialist, Housing Coordinator or other Housing staff or Division Director and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed.

B. Household Income

Household annual income is a combination of the gross amounts, before any deductions of earned income and unearned asset income of all household members, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects, and such DEO-DCA-CDBG-Disaster Recovery projects shall have no income eligibility requirement. Annual income is income *anticipated* to be received in the 12-month period following initial determination of eligibility or reexamination of income. In determining annual income, Leon County will utilize 24 CFR, Section 5.609 which defines annual incomes as all amounts, monetary or not, which:

1. Are received by or paid on behalf of the family head or spouse, even if temporarily absent from the unit, or to any other family member; and/or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date;
3. Are derived (during the 12-month period) from assets to which any member of the family has access; and
4. Are not specifically excluded

VI. STRUCTURAL REQUIREMENTS

A. General:

In addition to owner eligibility requirements, a house is eligible for rehabilitation if it is:

1. Below Section 8 Minimum Housing Quality Standards or local housing codes; and
2. Feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - A. Correct all violations of the local housing code and Section 8 standards:
 - B. Eliminate lead-based paint hazards (Lead-based paint mitigation will be used in any rehabilitation for structures built prior to 1978 that will be assisted by the program in accordance with current Federal Regulations. The occupants will be notified of the hazards of lead-based paint, the

symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures);

- C. Meet applicable local zoning requirements, as well as local state and federal housing code requirements for rehabilitation work or general housing use requirements. Certain housing conditions that are not repair oriented will require the homeowner to make code improvements prior to participation in the program (i.e., nuisance, trash, environmental or health codes);
- D. Leave at least 50% of the original structure based upon the formula provided in this chapter;
- E. Not exceed the program costs noted in this chapter; and
- F. Be made accessible to handicapped/elderly occupants, when the unit is occupied by such.
- G. Be submitted to the Department of State for determination of historical significance if the unit was constructed more than 50 years prior to approval of eligibility. If it is possible that the unit is of historical significance, the cost feasibility of appropriate rehabilitation must be considered. If the Division anticipates that the cost may be within the program limits, original photographs and other information will be submitted to the Florida Department of State for a determination of historic significance and applicability of Secretary of the Interior Standards. If the home is ultimately approved, the Department of State must issue approval for the contract.
- H. Be a mobile or manufactured home affixed to a permanent foundation.

B. Structural Integrity

Rehabilitation requires that at least 50% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls, electrical and plumbing - 60%, and flooring system -20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced and 25% of the flooring system (including framing) must be replaced. The factors are then ratio based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls, electrical and plumbing equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or total of 45% of the structure. This leaves 55% of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist and will be considered in submission of the unit in the grant application. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be reevaluated for continued eligibility and a decision made whether to request a change from rehabilitation to demolition and replacement in accordance with current CDBG program rules and availability of additional funding.

C. Cost Feasibility

The following total cost limits are applicable to all rehabilitation funded by CDBG, even if funds from other programs are contributed. The limits may be exceeded for demolition and replacement costs if the excess costs are paid by non-CDBG sources.

- \$75,000 per single family-detached house replacement
- \$50,000 per single family-detached house rehabilitation
- \$10,000 per single-wide mobile/manufactured house constructed in 1995 or earlier, or \$15,000 if constructed after 1995
- \$15,000 per double-wide mobile/manufactured house constructed in 1995 or earlier, or \$25,000 if constructed after 1995

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$50 per square foot.

In order to provide consistency between the CDBG and SHIP programs, the CDBG cost limits include all direct costs associated with the rehabilitation or demolition and replacement. Examples include title search, survey, soil test, construction contract costs (including change orders), demolition and clearance, septic or public wastewater service, well or public water supply, and recording fees.

D. Suitability for Replacement

If the dwelling is not feasible for rehabilitation based upon the structural condition, or upon anticipated total cost or cost per square foot for rehabilitation, the dwelling will be considered for demolition and replacement if time and funds (both CDBG and other) are currently available. Eligibility for replacement requires, in addition to the normal requirements for rehabilitation, that the home be currently owned by the occupant (not a life estate or trust), except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects, and that the land meet applicable local requirements for new single family home construction. Examples of applicable local requirements include adequate size of the lot, legal access to the property, compliance with environmental regulations, suitable zoning, and availability of public utilities. If the land is located in a 100 year floodplain or has experienced flooding in the past, special approval of the replacement must be granted by the Board of County Commissioners.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether they are eligible for a 100% Deferred Payment Loan (DPL). A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Coordinator or Housing Director will reject the application. A written rejection notification will be sent to the owner within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for the program participation, the application/verification process continues. A work write-up with a cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made at this point to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

The bidding process shall follow the County's procurement policy, **or** the Division may elect to apply the following variation of policy:

1. All appropriately licensed contractors in Leon County may be notified that the County is implementing a housing rehabilitation program and soliciting qualified contractors. The County will conduct a contractor orientation meeting at which time the contractors will be briefed on the program in areas which involve construction (bidding, payment, federal requirements, inspections, etc.).

2. Homeowners will be shown the list of bidders for their contracts. If a homeowner has a serious objection to the potential of a particular contractor being awarded his/her contract, the Division of Health and Human Services may authorize the contractor to be removed from the list of bidders for that contract. However, the homeowner's objection may not be based upon factors of race, color, sex, religion, national origin, familial status, disability or age.

3. In lieu of formal advertising, a letter of invitation to bid will be mailed to the eligible bidders as currently listed, pursuant to County procedures.

4. Appeals of any decision regarding bidding or eligibility shall be made in writing and received by the Purchasing Director within three days of the contested decision. All bid protest issues shall follow the Protest Procedures in the Leon County Purchasing Policy. Vendor eligibility appeals shall be forwarded to the Procurement Appeals Board.

C. Contracting and Rehabilitation

The rehabilitation/replacement contract (Appendix C), which is executed between the homeowner and the contractor, and the DPL, which is executed between the homeowner and the Board of County Commissioners runs simultaneously with a three (3) day rescission period for both legal agreements. The DPL will be modified if needed to include any cost overruns at the completion of the contract.

Partial draws to the contractors, and other expenses associated with each application will be drawn from the County's general revenue fund. The County will issue a request for funds to DCA for repayment to the General Fund monthly or otherwise as appropriate.

The security instrument (mortgage and/or Agreement) and Notice of Commencement are recorded immediately. The costs associated with recording of the Agreement are included in the DPL.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30-60 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by the local building inspector and the Housing Rehabilitation Specialist through the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection of the completed work must be conducted by the Housing Rehabilitation Specialist or the Housing Services Specialist and approved by the Housing Coordinator or Division Director prior to the contractor's request for partial or final payment. The owner's approval of the work is also required when payment is requested.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the Housing Coordinator or Division Director on behalf of the elected body. Change orders may be issued to correct code deficiencies or to obtain any other required change in the work. CDBG funds will only be for change orders that correct code violations or that are necessary in order to meet building code requirements.

F. Payment

Contracts of \$10,000 or less will not be paid until the contractor has completed the job and obtained a certificate of completion. Contracts of \$10,000 or more may provide one partial payment of 50% upon completion of 50% or more of the work with a 10% retainage held until completion. The approval of a partial payment requires the following documentation:

1. Approval of the work by the homeowner;
2. Inspection and agreement by program staff;
3. An affidavit from the contractor stating that either (a) there are no claims for unpaid goods and services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their work up to the date of the request; or (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request; and
4. Approval of all work to date by the County building inspection staff, Health Department or public utility or regulatory agency, if applicable.

Final payment approval requires the following:

1. Acceptance of all work, including clean up, by the property owner and the Division (normally by the Rehabilitation Specialist);
2. Submission of all manufacturers' and other warranties, including a full one year warranty from the contractor;
3. Final waivers of liens from all subcontractors and suppliers, all parties who were unpaid when the contractor received partial payment and from any other party supplying notice;
4. A certificate of occupancy or completion or final approval from the building inspector, Health Department and other entities as applicable, to show compliance of the rehabilitation/replacement with the locally adopted and other applicable codes; and
5. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials.

If the owner refuses to authorize payment due to a dispute with the contractor, the Housing and Human Services Director or his/her designee may authorize disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with the policies and goals of the program. Such disbursement shall only be issued after the Housing and Human Services Director has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be kept in the homeowner's file. The owner's right to stop work, the settlement of disputes and the termination of the contract shall be as authorized in the contract for rehabilitation.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor in writing and provide a copy to the Housing program staff of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Housing Coordinator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within five working days and in a satisfactory manner, the Housing Coordinator will verify the complaint.

If the Housing Coordinator judges the complaint to be valid, he or she will send written request for warranty service to the contractor. The contractor will then take action and such action shall be monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints in a timely manner shall be justification for removing a contractor from participation with the program.

VIII. ANTI-DISPLACEMENT AND RELOCATION POLICY

I. Displacement Avoidance Policy.

LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. Leon County will also provide information to and keep citizens involved in the process regarding pending land use changes, zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or business.

However, "voluntary" relocation (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be indentified and requested by the displaced. Voluntary relocation may also occur when a property owner voluntarily offer his home or business property for sale to Leon County. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the Leon County and/or its representative. 24 C.F.R. Part 570 is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24 provides Uniform Relocation Act information and is incorporated by reference. As pertains to Leon County Tenant Assistance, Relocation and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378, shall be adopted in its entirety as a part of this policy as amended.

II. Definitions of “Standard” and “Non-Standard Suitable for Rehabilitation” Dwelling Unit Condition. In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and /or relocation as defined in 24 C.F.R. Part 570 and 49 C.F.R. Part 24.

A. Standard Condition

A dwelling unit is considered “standard” if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable county housing and occupancy codes; be structurally sound, watertight, and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

1. A safe electrical wiring system adequate for lighting and other normal electrical devices.
2. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall, all in good working order and properly connected.
3. An appropriate, sanitary and approved source of hot and cold potable water.
4. An appropriate, sanitary and approved sewage drainage system.
5. A fully usable sink in the kitchen, attached to a potable water sources.
6. Adequate space and service connections for a stove and a refrigerator.
7. An unobstructed egress to a safe, open area at ground level.
8. Contain a heating system capable of sustaining a healthful temperature.
9. Have no barriers which would preclude ingress or egress if the occupant is handicapped.
10. Meet the Section 8 Housing Quality Standards.
11. Comply with the lead-based paint requirements of 24 C.F.R. Part 35.
12. Meet or exceed the requirement of the local existing Housing Code.

13. Any appliances replaced or installed shall be Energy Star.
14. Any door and/or window replaced or installed shall be Energy Star.
15. Any lighting fixture replaced or installed shall be Energy Star.
16. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls.
17. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

Failure to meet any of these criteria automatically causes a dwelling to not be considered “standard”.

B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, does not comply with the adopted existing housing code, has minor defects which require a certain amount of correction but can still provide safe and adequate shelter, does not meet the HUD Section 8 Housing Quality Standards, or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 75% of the fair market value of a comparable unit in standard condition as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 75% of fair market value after completion of the rehabilitation, the unit will be deemed unsuitable.

However, Leon County may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis by vote of the Commission. Each deviation so approved must be thoroughly documented.

III. Permanent, Involuntary Displacement

Leon County will provide reasonable relocation assistance to persons (families, individuals, businesses and nonprofit organizations) displaced (moved permanently and involuntarily) as a result of the use of CDBG/federal assistance to acquire, demolish or substantially rehabilitate property. Assistance to displaced persons may include: a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies.

The documents shall be submitted prior to the disbursement of payment; b) Advisory services necessary to help in relocating; and c) Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent, safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income for families earning less than or equal to 80 percent of the median income for the jurisdiction.

A. Provisions for One-for-One Replacement

Leon County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570. Replacement low/moderate-income units may include new public housing or existing housing receiving Section 8 project based-assistance. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within Leon County, except when funds are used in conjunction with DEO-DCA-CDBG-Disaster Recovery projects,
2. The units will meet all applicable Leon County housing, building, and zoning ordinances and will be in standard or better condition.
3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only). Low-income dwelling status is determined by the rent it will command, not tenant income
4. The units will be sufficient in size and number (functionally equivalent based on local occupancy code) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending CDBG/federal funds that will directly result in such demolition or conversion, Leon County will make public and submit to the Florida Department of Community Affairs and/or the U.S. Department of Housing and Urban Development the following information in writing:

1. A description of the proposed assisted activity.
2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units.

3. A time schedule for commencement and completion of the demolition or conversion.
4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
5. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

B. Provisions for Relocation Assistance for Residential Displacement

Leon County will provide relocation assistance, as described in 24 C.F.R. Part 570, Part 42, to each low/moderate-income household permanently and involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
2. Advisory services.
3. Reimbursement for reasonable and necessary security deposits and credit checks.
4. Interim living costs for any required temporary relocation.
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

C. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, etc., shall not be relocated unless the move is voluntary, essential to the project from the public review, and the owner waives higher rights under the Uniform Act, except for the following relocation assistance.

49 CFR 24.207(f) prohibits an agency from proposing or requesting that a displaced person waive his or her rights or entitlements to relocation assistance and benefits provided by the Uniform Act. Note – assuming voluntary acquisition procedures are followed (in accordance with 49 CFR 24.101(b)), only renters would qualify for relocation assistance, not owners.

1. Actual moving and reasonable re-establishment expenses not less than \$500.00 nor more than \$ 1,000.00 equal to a pro rata share for the period to interruption of operations of the annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced. This does not meet the requirements of 49 CFR 24.301-304. If this is intended to reflect optional relocation assistance (not otherwise required under URA), that fact should be clearly identified.
2. No other benefits will be provided and a signed waiver acknowledging the fact will be required. See above

IV. Optional Relocation Assistance for Temporary, Voluntary Displacement and Relocation

- A. Persons occupying Owner occupants of housing which is to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall temporarily vacate the housing at the direction of the County (or its designed agency) in order to facilitate the safe, timely and economical rehabilitation process.
- B. A moving allowance of \$500.00 will be provided each family unit being displaced. This allowance will be provided in two payments of \$250.00 each on move out and move back in. These benefits are appropriate for owners, but renters would qualify for greater benefits under the Uniform Act.
- C. Leon County may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by Leon County or its designated agency, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupants, (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the units, or (d) need for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by Leon County or its designated agency.
- D. A storage allowance of up to \$300.00 will be provided each family unit displaced if storage is necessary and essential to the move.

- E. Insurance cost of up to \$100.00 for the replacement value of the household property in connection with the move will be provided each family unit displaced if storage is necessary and essential to the move.

V. Permanent, Voluntary Displacement and Relocation

If it is determined by Leon County that the occupants of a dwelling should be permanently relocated and the occupants voluntarily consent, the County will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in the amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 C.F.R. Part 570, must be consulted to determine specific limitations. Payment of relocation benefits for housing assistance will be spread over 60 months (or 42 months for non-LMI relocates).

VI. Tenant Assistance Policy/federal Rental Rehabilitation Program

- A. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause permanent displacement of LMI families.
- B. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered in writing a suitable decent, safe and sanitary dwelling unit for the displacement period, offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary location, and given the right to return to the project under reasonable terms and conditions (including rents that do not exceed the greater of the tenant's previous rent or total tenant payment as determined under 24 CFR Part 5), at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant in writing a decent, safe, sanitary and affordable unit in the project under reasonable terms and conditions (including affordable rent) and the tenant has declined the offer.
- C. Should temporary displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.
- D. Leon County shall provide federal preference to any qualified LMI family subject to relocation.
- E. Where required, compensation to obtain replacement housing shall not exceed a \$1,000.00 threshold. Should such projected compensation to the tenants exceed this

threshold, consideration shall be given to not performing the acquisition, demolition or rehabilitation which would cause the displacement.

VII. Displacement of Homeowners

When rehabilitation of the dwelling is not feasible or cost effective, demolition of a house with CDBG/federal funds may be considered only as a voluntary action of a homeowner.

Although homeowners have a right to assistance as previously discussed, CDBG/federal funds available for relocation assistance are limited. Therefore, financial assistance shall not exceed that described in accordance with 49 C.F.R. 24.401, and the regulations under U.S. HUD Handbook 1378. Note: homeowners undergoing rehabilitation or demolition do not qualify as displaced and are not eligible for relocation assistance under URA (see 49 CFR 24.2(a)(9)(ii)(E)), but could be offered optional relocation assistance under 24 CFR 570.606(d).

VIII. Appeals/Counseling

- A. If a claim for assistance is denied by Leon County, the claimant may appeal, where applicable to either the State of Florida or U.S. Department of Housing and Urban Development and their decision shall be final unless a court determines the decision arbitrary and capricious. The displacing agency is required to have a policy for accepting appeals and to promptly review appeals (see 49 CFR 24.10). In addition, low-to-moderate income persons may appeal agency determinations to HUD in accordance with 24 CFR 570.606(f).
- B. Counseling will be provided to the displaced in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by Leon County or its designated agency to permanently ensure that:
 1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
 2. The displaced shall receive information concerning the full range of housing opportunities within the local housing market.

IX. CONTRACTOR ELIGIBILITY

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the State of Florida Contractor Licensing Board.

Basic contractor qualifications include:

1. Current license(s) with the State and County;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance: \$100,000/\$300,000 coverage for contractor's public liability (including accidental death and bodily injury), or \$300,000 comprehensive coverage and \$100,000 coverage of property damage (in addition to bodily injury), with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Administrator before discontinuing coverage. Workman's Compensation, as applicable, is also required;
4. A satisfactory credit record, including:
 - (A) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - (B) references from three (3) subcontractors who have subcontracted with the contractor; and
 - (C) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
6. Absence from any list of debarred contractors issued by the Federal or state DOL, HUD or DCA;

The Purchasing Director, or his/her designee, will assure that credit and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The Purchasing Director or his /her designee will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor. The contractor must submit a Section 3 Plan along with other documentation required.

No contractor will be awarded more than one bid unless and until he or she has satisfactorily completed one contract with the current housing rehabilitation program, or unless the County has adequate evidence from a similar situation to verify the contractor's abilities to satisfactorily complete and finance multiple rehabilitation projects on schedule. An exception to this may be made in the initial bid package if an insufficient number of contractors participate in the bidding, but the Division shall withhold the notice to proceed on the contracts as applicable.

No contractor may have more than five contracts at one time.

If a contractor's performance on a current or recent contract is unsatisfactory (such as poor quality work, nonpayment of bills for labor or materials, behind schedule, abusive to owner/staff), the Division shall withhold some or all contract awards as the Division may deem appropriate to the situation. The Division may also debar the contractor from program participation if determined appropriate, which may be appealed to the Purchasing Director.

No contractor may participate in the program if included in a local, state or federal list of debarred contractors which would be applicable to the program, or if the contractor fails to meet any eligibility criteria such as federal equal opportunity compliance, insurance, or licensing.

B. Disqualification

Contractors may be prohibited or removed from program participation for:

1. Poor workmanship, or use of inferior materials;
2. Evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. Disregarding contractual obligations or program procedures;
6. Loss of license(s), insurance or bonding;
7. Lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. Abandonment of a job;
9. Failure to complete work in a timely manner;
10. Inability or failure to direct the work in a competent and independent manner;
11. Failure to honor warranties;
12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA or other state agencies with jurisdiction;
13. Other just cause that would expose the Program or owner to unacceptable risk;
14. At the contractor's request.

For procedures of disqualifications contractor, see Section 15 (Authorization to Debar or Suspend Vendors) of the County's Purchasing Policy.

XI. APPEALS/COMPLAINTS

The Housing Services Specialist and the Housing Coordinator are authorized by the County to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Coordinator or the Division Director. For a complaint to be considered valid, it must be issued in writing within a period of 30 days of its occurrence. Responses also must be issued in writing.

If the complainant is not satisfied with the Housing Coordinator/Division Director's response, the issue must be presented in writing to the CDBG Citizen Advisory Task Force (CATF). If the complaint cannot be resolved by the CATF, the County's governing body will review the grievance and make a decision based upon program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Coordinator during the CDBG period of agreement. After the expiration of the agreement between the County and the State, the monitoring will be performed by the governing body.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation or returned to the Department of Community Affairs, as directed by DCA. Payments received after the grant close out will be returned to the Department of Community Affairs.

XIV. RECORD KEEPING FOR CASE FILES AND CLOSEOUT

Leon County shall document the completion of construction by ensuring that each housing unit case file shall contain the following information:

- A. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed;
- B. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
- C. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal;

- D. This documentation shall be completed prior to the submission of the administrative closeout package; and
- E. The following data will be provided by housing unit and summarized for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):
- A lease shall be created, if property is currently vacated, or amended if currently occupied, stipulating rent restriction increase or maximum, during the length of the Leon County lien (mortgage and note), according to the amount provided in the prevailing HUD median rent rate tables latest publication. Program participants agree to comply per execution of home owner/county agreement for housing rehabilitation.

The process shall be as follows:

- a. Property Owner will provide copy of current lease agreement on project property if currently occupied, and on future lease agreement if currently not-occupied to Leon County Division of Housing Services.
 - b. Property Owner shall provide a copy of the latest Publication of the HUD Rental Rate Table for Metropolitan Statistical Area Leon County denoting rent amount compliance.
 - c. Property Owner shall provide a lease amendment to tenant detailing leasehold agreement for the duration of the lien between the Property Owner and Leon County.
 - d. The Property Owner shall submit, bi-annually, a valid copy of the current lease agreement on the project property to the Housing Services Division at 918 Railroad Avenue, Tallahassee, Florida 32310, or current office at that time, for the duration of the lien.
 - e. The above documentation shall be maintained in the client file;
- Addresses of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
 - Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
 - The number of occupants in the household, categorized by sex; and
 - The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, Hasidic Jew, or American Indian/Alaskan Native).

Approved by the Leon County Board of County Commission on the ____ day of _____, 2014.

LEON COUNTY, FLORIDA

BY: _____
Kristin Dozier, 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

Notice of Community Development Block Grant Public Hearing
(Second Notice)

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, March 11, 2014 at 6:00 PM at the Leon County Courthouse, Board of County Commission Chambers, 5th Floor, 301 South Monroe Street, Tallahassee, Florida, to obtain comments on a proposed FFY 2013 application to the Florida Department of Economic Opportunity (DEO) for a Small Cities Community Development Block Grant (CDBG). The \$750,000 application is in the Housing Revitalization Category and will address housing rehabilitation activity for very-low and low-income households. The proposed CDBG budget is as follows:

Housing Rehabilitation	\$637,500
Administration	112,500
Housing Rehabilitation (Matching Funds)	<u>125,000</u>
TOTAL	\$875,000

Project Location: Unincorporated area of Leon County, Florida.

Project Description: Housing Rehabilitation. Leon County is proposing to perform housing rehabilitation activities on owner occupied, very-low, low, and moderate income households. This program will range from major to minor rehabilitation with the end product being a safe, code compliant household. As part of the program, temporary relocation assistance will be provided to allow the work to be performed on their house.

National Objective: This project meets the benefit to very-low, and low to moderate income persons objective.

All interested parties are invited to present their comments at the public hearing at the time and place set out above. A copy of the application will be available during this session and at the Grant Program Coordinator's office during regular hours after the Public Hearing. To obtain additional information, contact Don Lanham, the Grant Program Coordinator at (850) 606-5328 or at lanhamd@leoncountyfl.gov. or Lamarr Kemp at (850) 606-1900 or at kempl@leoncountyfl.gov. Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should insure that a verbatim record is made.

In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5300 or 606-5000; 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

March 1, 2014

LEON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
FFY 2013 APPLICATION
PUBLIC HEARING - Transcript
February 3, 2014 - 9:00 a.m.

Lamarr Kemp: I am Lamarr Kemp with the Leon County Office of Human Services and Community Partnerships and I am going to be the hearing officer. Geraldine Green with the Housing Services Division of Leon County is going to represent Leon County. Today is Monday, February 3, 2014 at 9:00 a.m. This is a public hearing held by Leon County as required by the Community Development Block Grant Application FFY 2013 guidelines in order to submit an application to the Florida Department of Economic Opportunity. Ms. Green, would you state the date of the Notice of Public Hearing for this hearing?

Geraldine Green: The Public Hearing Notice was published in the Tallahassee Democrat on Friday, January 24, 2014.

Lamarr Kemp: Thank you very much, Ms. Green and would you please read the Notice for the record?

Geraldine Green: Yes. (READ THE PUBLIC NOTICE AS PRINTED, VERBATUM)

Lamarr Kemp: Ms. Green, what is the public purpose the funds may be used for?

Geraldine Green: The public purpose the funds must be used for are:

1. To benefit low to moderate income persons;
2. To aid in the prevention or elimination of slums or blight; or
3. To meet other community needs of recent origin having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such need

Lamarr Kemp: Are there any questions or comments from the public concerning this grant application? Ms. Green, have you received any oral or written communication concerning this public hearing.

Geraldine Green: Mr. Kemp, I have not.

Lamarr Kemp: Having held this public hearing to hear and gather public comment regarding Leon County's desire to apply for a Community Development Block Grant, FFY 2013, and there being no further questions from the public, I deem this hearing to be final and closed, with a note that this hearing was electronically recorded and transcripts will be made available to anyone of any interest. There being no further comments this public hearing is closed.