

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

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

**Tuesday, February 10, 2015  
3:00 P.M.**

### COUNTY COMMISSIONERS

Mary Ann Lindley, Chairman  
At-Large

Jane Sauls  
District 2

John Dailey  
District 3

Bryan Desloge  
District 4



Bill Proctor, Vice Chair  
District 1

Kristin Dozier  
District 5

Nick Maddox  
At-Large

Vincent S. Long  
County Administrator

Herbert W. A. Thiele  
County Attorney

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

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

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

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

**Regular Public Meeting**  
**Tuesday, February 10, 2015, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Commissioner John Dailey

**AWARDS AND PRESENTATIONS**

- Proclamation for Gail M. Armstead, Administrator Associate VI, in Honor of her Retirement After 35 Years of Dedicated Public Service to Leon County and its Citizens  
(Chairman Mary Ann Lindley)
  - Proclamation Recognizing Engineers Week for February 22 – 28, 2015.  
(Chairman Mary Ann Lindley)
  - Presentation on the Spring Concert Series at the Capital City Amphitheater  
(Lee Daniel, Tourism Development Director)
  - Presentation on the Word of the South Music Festival  
(Mandy Stringer)
1. Presentation and Acceptance of Leon County Research & Development Authority Status Update  
(Ron Miller, Executive Director, Leon County Research & Development Authority)

**CONSENT**

2. Approval of Minutes: December 8, 2014 FY 2014/2015 Strategic Planning Retreat  
(Clerk of the Court/Finance)
3. Ratification of Commissioners' Appointments to the Human Services Grant Review Committee and Minority, Women, and Small Business Enterprise Committee  
(County Administrator/County Administration/Agenda Coordinator)
4. Approval to Reclassify Existing Part-Time Social Media Liaison Position to a Full-Time Public Information Specialist Position to Enhance Communication Efforts for the Office of Resource Stewardship  
(County Administrator/Community & Media Relations/Resource Stewardship)
5. Approval of Payment of Bills and Vouchers Submitted for February 10, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of February 11 through March 9, 2015  
(County Administrator/Financial Stewardship/Office of Management & Budget)
6. Approval of Agreement with the City of Tallahassee to Provide Street Sweeping Services  
(County Administrator/Public Works/Administration)
7. Approval of Revised Agreement with City of Tallahassee to Provide Stormwater Management Capacity at the Broadmoor Facilities  
(County Administrator/County Attorney)

8. Adoption of Resolutions for the Acquisition of Property by Eminent Domain for Autumn Woods Drainage Improvement Project  
(County Attorney)
9. Approval of the First Addendum to Tri-Party Infrastructure and Conveyance Agreement Between Leon County, Florida and Orchard Pond Greenway, LLC, et al  
(County Attorney)

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

10. Acceptance of the FY 2014/15 Ongoing and First Quarter Commissioner Discussion Items Status Report  
(County Administrator/County Administration/Agenda Coordinator)
11. Acceptance of Status Report on the Implementation of Electronic Building Permit Application Submittal Through ProjectDox  
(County Administrator/Development Support & Environmental Management/Building Plans Review & Inspection)
12. Acceptance of Status Report on the Removal of Illegal Signs in the Right-of-Way  
(County Administrator/Development Support & Environmental Management/Development Services)
13. Acceptance of the 2014 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report  
(County Administrator/Development Support & Environmental Management/Development Services)
14. Acceptance of the 2014 Science Advisory Committee Annual Report  
(County Administrator/Development Support & Environmental Management/Environmental Services)
15. Acceptance of the 2013-2014 Annual Report of the Code Enforcement Board and Code Compliance Program  
(County Administrator/Development Support & Environmental Management/Permit/Code Services)
16. Acceptance of the 2013-2014 Contractor's Licensing and Examination Board Annual Report  
(County Administrator/Development Support & Environmental Management/Permit/Code Services)
17. Acceptance of the Status Report on the County Grant Program Leveraging  
(County Administrator/Financial Stewardship/Office of Management & Budget)
18. Acceptance of Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.  
(County Administrator/Resource Stewardship/Solid Waste)

**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. Approval to Name the Leon County Sheriff's Administration Building in Honor of the Late Sheriff Larry Campbell  
(County Administrator/County Administration)
20. Approval of the 2015 Operation Thank You – Honoring Local Veterans of the Korean War and Consideration of Funding for the 2015 Operation Stand Down in the Amount of \$10,000  
(County Administrator/Human Services & Community Partnerships/Veteran Services)
21. Acceptance of the Final Status Report Regarding the Implementation of the Gum Road Target Area Planning Committee's Recommendations  
(County Administrator/Public Works/Engineering)
22. Approval of Agreement Awarding Bid to Advon Corporation in the Base Bid Amount of \$387,940 for Transfer Station Tipping Floor Slab Reconstruction  
(County Administrator/Public Works/Facilities Management)
23. Acceptance of Staff Report on the Rules Governing Annexation Procedures and Authorization to Prepare Amendments to the Tallahassee-Leon County Comprehensive Plan  
(County Attorney)
24. Consideration of Full Board Appointments to the Joint City/County Bicycle Workgroup and Value Adjustment Board  
(County Administrator/County Administration/Agenda Coordinator)

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

25. Second and Final Public Hearing to Adopt Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan  
(County Administrator/ Development Support & Environmental Management/Development Services)
26. First and Only Public Hearing to Consider a Notice of Proposed Change to Amend the Development Order for the Killlearn Lakes Development of Regional Impact  
(County Administrator/Development Support & Environmental Management/Development Services)
27. First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A; and on a Proposed Ordinance Amending Section 11-46(C) of the Code of Laws of Leon County (*This item continued from the January 27, 2015 Meeting.*)  
(County Administrator/Office of Economic Vitality/Tourism Development)

**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**

- 2015-054 State Board of Administration – Local Government Surplus Funds Trust Fund – Financial Audit (may be viewed at [www.myflorida.com/audgen](http://www.myflorida.com/audgen))
- 2015-047 Florida State University – Developmental Research School – Florida Education Finance Program (may be viewed at [www.myflorida.com/audgen](http://www.myflorida.com/audgen))
- Capital Region Community Development District Record of Proceedings - December 11, 2014

**ADJOURN**

*The next Regular Board of County Commissioners Meeting is scheduled for  
**Tuesday, March 10, 2015 at 3:00 p.m.***

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

## 2015

### JANUARY

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### FEBRUARY

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### JULY

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### SEPTEMBER

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### OCTOBER

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### NOVEMBER

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### DECEMBER

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**PUBLIC NOTICE**  
**2015 Tentative Schedule**

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

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>February 2015</b>	<b><u>Tuesday 10</u></b>	1:00 – 3:00 p.m.	Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle
		3:00 p.m.	Regular Meeting
		<b><u>6:00 p.m.</u></b>	Second and Final Public Hearing to Adopt Proposed Revisions to the Leon County Land Development Code and the Bradfordville Sector Plan
			<b><u>First and Only Public Hearing to Consider a Notice of Proposed Change to Amend the Development Order for the Killlearn Lakes Development of Regional Impact</u></b>
			<b><u>First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A</u></b> (Continued from January 27)
	<i>Saturday 21 – Wednesday 25</i>	<i>NACO Legislative Conference</i>	<i>Washington, D.C.</i>
	<b>Tuesday 24</b>	<b>No Meeting</b>	<b>NO MEETING</b>
	Thursday 26	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
<b>March 2015</b>	Monday 9	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		3:00 – 5:00 p.m.	IA Meeting; City Commission Chambers
	<b><u>Tuesday 10</u></b>	<b><u>1:00 – 3:00 p.m.</u></b>	<b><u>Joint City/County Workshop on the Comprehensive Plan Amendments' 2015-1 Cycle</u></b>
		3:00 p.m.	Regular Meeting
	Tuesday 24	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	<b>Tuesday 24</b>	<b>No Meeting</b>	<b>NO MEETING</b>
	Wednesday 25	5:30 – 7:00 p.m.	FAC Legislative Day Reception; County Courthouse
	<i>Wednesday 25– Friday 27</i>	<i>FAC Commissioner Certification Workshops</i>	<i>FSU Turnbull Conference Center Tallahassee</i>
	Thursday 26	<i>FAC Legislative Day</i>	<i>FSU Turnbull Conference Center Tallahassee</i>
	<b><u>Tuesday 31</u></b>	<b><u>3:00 – 5:00 p.m.</u></b>	<b><u>Joint City/County Meeting on Southside Issues</u></b> <b><u>Location to be determined</u></b>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>April 2015</b>	Thursday 2	7:30 a.m.	Community Legislative Dialogue County Commission Chambers
	Tuesday 14	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2015-1 Comprehensive Plan Amendments
	Monday 20	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 21	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<i>Thursday 23 – Friday 24</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	Tuesday 28	9:00 a.m. – 3:00 p.m.	FY 15/16 Budget Policy Workshop
		3:00 p.m.	Regular Meeting
<b>May 2015</b>			
	Tuesday 12	7:30 a.m.	Community Legislative Dialogue County Commission Chambers
		1:30 – 3:00 p.m.	Workshop on the Future Needs of the Red Hills Horse Trials
		3:00 p.m.	Regular Meeting
	Monday 18	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
	Tuesday 26	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop, if necessary
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2005-1 Comprehensive Plan Amendments
	Thursday 28	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
<b>June 2015</b>			
	Tuesday 9	3:00 p.m.	Regular Meeting
	<i>Tuesday 16- Friday 19</i>	<i>FAC Annual Conference &amp; Educational Exposition</i>	<i>St. Johns County</i>
	Tuesday 23	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop
		3:00 p.m.	Regular Meeting
	Thursday 25	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	Monday 29	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers



<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>July 2015</b>	<b>Friday 3</b>	<b>Offices Closed</b>	<b>JULY 4<sup>TH</sup> HOLIDAY OBSERVED</b>
	Tuesday 7	9:00 a.m. – 3:00 p.m.	FY 2015/2016 Budget Workshop, if necessary
		3:00 p.m.	Regular Meeting
	Thursday 9	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	<i>Friday 10– Monday 13</i>	<i>NACo Annual Conference</i>	<i>Mecklenburg County/Charlotte, North Carolina</i>
	<b>Tuesday 21</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<i>Wednesday 29</i>	<i>National Urban League Annual Conference</i>	<i>Fort Lauderdale Broward County</i>
<b>August 2015</b>	<i>Friday 14 – Sunday 16</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Sandestin</i>
	<b>Tuesday 11</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Tuesday 25</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	Monday 31	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		5:00 – 8:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
<b>September 2015</b>	<b>Monday 7</b>	<b>Offices Closed</b>	<b>LABOR DAY HOLIDAY</b>
	Tuesday 15	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2016*
	<i>Wednesday 16 – Saturday 19</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	Monday 21	1:00 p.m.	CRTPA Meeting; City Commission Chambers
	<i>Wednesday 23 – Friday 25</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>St. Petersburg Pinellas County</i>
	Thursday 24	4:00 p.m.	CRA Meeting; City Commission Chambers
	<i>TBD</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	<i>Sunday 27 – Wednesday 30</i>	<i>ICMA Annual Conference</i>	<i>Seattle/King County Washington</i>
	Tuesday 29	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016*

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>October 2015</b>	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 19	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; <i>Location TBD</i>
	Tuesday 27	3:00 p.m.	Regular Meeting
	Thursday 29	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
<b>November 2015</b>			
	<b>Wednesday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization of the Board Regular Meeting
	<i>Wednesday 18- Friday 20</i>	<i>FAC Legislative Conference and Commissioner Workshops</i>	<i>Nassau County</i>
	Thursday 19	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Thursday 26</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 27</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
<b>December 2015</b>			
	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
	Thursday 10	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	<b>Tuesday 22</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	<b>Friday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<b>January 2016</b>			
	<b>Friday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>

## **Citizen Committees, Boards, and Authorities 2015 Expirations and Vacancies**

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

### **VACANCIES**

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

Board of County Commissioners (2 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.

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

Board of County Commissioners (1 appointment)

#### **Human Services Grant Review Committee**

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

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

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

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

#### **Joint City/County Bicycle Workgroup**

Board of County Commissioners (1 appointment)

### **EXPIRATIONS**

#### **JANUARY 31, 2015**

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

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

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

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

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

#### **FEBRUARY 28, 2015**

#### **Value Adjustment Board**

Board of County Commissioners (1 appointment)

#### **MARCH 31, 2015**

#### **Contractors Licensing and Examination Board**

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

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

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

#### **Science Advisory Committee**

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

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

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

**APRIL 30, 2015**

**Commission on the Status of Women and Girls**

Board of County Commissioners (3 appointments)  
Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)  
Commissioner – At-Large II: Maddox, Nick (1 appointment)  
Commissioner - District II: Sauls, Jane (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)  
Tallahassee City Commission (4 appointments)

**Tallahassee Sports Council**

Board of County Commissioners (2 appointments)

**MAY 31, 2015**

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

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

**JUNE 30, 2015**

**Adjustment and Appeals Board**

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

**Architectural Review Board**

Board of County Commissioners (3 appointments)

**Planning Commission**

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

**JULY 31, 2015**

**Educational Facilities Authority**

Board of County Commissioners (3 appointments)

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

Board of County Commissioners (2 appointments)

**Water Resources Committee**

Commissioner – At-Large I: Lindley, Mary Ann (1 appointment)  
Commissioner - District I: Proctor, Bill (1 appointment)  
Commissioner - District II: Sauls, Jane (1 appointment)  
Commissioner - District III: Dailey, John (1 appointment)

**AUGUST 31, 2015**

**Code Enforcement Board**

Commissioner - District I: Proctor, Bill (1 appointment)  
Commissioner - District III: Dailey, John (1 appointment)  
Commissioner - District IV: Desloge, Bryan (1 appointment)  
Commissioner - District V: Dozier, Kristin (1 appointment)

**SEPTEMBER 30, 2015**

**Council on Culture & Arts**

Board of County Commissioners (4 appointments)

**Housing Finance Authority (and CDBG Citizens Task Force)**

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

**Palmer Munroe Teen Center Board of Trustees**

Board of County Commissioners (1 appointment)

**OCTOBER 31, 2015**

**Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointment)

**Tourist Development Council**

Board of County Commissioners (1 appointment)

**DECEMBER 31, 2015**

**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 (4 appointments)  
Tallahassee City Commission (2 appointments)

**Library Advisory Board**

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

**Leon County  
Board of County Commissioners**

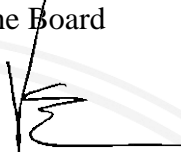
**Notes for Agenda Item #1**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #1

February 10, 2015

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

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

**Title:** Acceptance of Leon County Research & Development Authority Status Update

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Joshua Pascua, Management Analyst

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Accept the Leon County Research & Development Authority status update.

## **Report and Discussion**

### **Background:**

The Leon County Research and Development Authority (the Authority) was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 80-68 in accordance with Section 159.703, Florida Statutes. The mission of the Authority is to work in affiliation with Florida State University, Florida A&M University, and Tallahassee Community College to promote scientific research and development activities, and economic development to broaden the economic base of Leon County. The Authority is a dependent special district managed by an 11-member Board (*expanded from 9 in 2014*) of Governors with two staff—an Executive Director and an Executive Assistant.

LCRDA manages Innovation Park, which is comprised of 208 acres of land leased by LCRDA, Florida State University (FSU), and Florida A&M University (FAMU) from the State Internal Improvement Trust Fund. Innovation Park is occupied by approximately 50 organizations employing 1,900 employees, and with roughly 44 acres of developable land remaining.

### **Analysis:**

On January 26, 2015, LCRDA Executive Director Ronald Miller provided a memorandum to the County summarizing recent LCRDA activities at Innovation Park (Attachment #1). Additionally, Mr. Miller will make a brief presentation on the status of Innovation Park at the February 10, 2015 meeting.

### **Options:**

1. Accept the Leon County Research & Development Authority Status Update.
2. Do not accept the Leon County Research & Development Authority Status Update.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. January 26, 2015 Memo: Leon County Research & Development Authority Status Update





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## Memorandum

To: Leon County Board of County Commissioners  
From: Ronald J. Miller, Jr., Executive Director  
Date: January 26, 2015  
Subject: Leon County Research & Development Authority Status Update

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### **Introduction:**

The Leon County Research and Development Authority (the Authority) was created by the Leon County Board of County Commissioners pursuant to County Ordinance No. 80-68 in accordance with Section 159.703, Florida Statutes. The mission of the Authority is to work in affiliation with Florida State University, Florida A&M University, and Tallahassee Community College to promote scientific research and development activities, and economic development to broaden the economic base of Leon County. The Authority is a dependent special district managed by an 11 member Board (*expanded from 9 in 2014*) of Governors with two staff—an Executive Director, and an Executive Assistant.

The Authority manages Innovation Park which is comprised of 208 acres of land leased by the Authority and the Universities from the State Internal Improvement Trust Fund, and 17 facilities, 5 of which are owned by the Authority. The research and development park in Southwest Tallahassee is occupied by approximately 50 organizations employing 1900 employees. The Park has approximately 44 acres of developable land remaining. The Authority also owns undeveloped land in an 11.9 acre tract adjacent to the Park, and another 18.3 acre tract on nearby Eisenhower Street.

### **2014 Highlights:**

- On November 12, 2013, the Authority entered into a Memorandum of Understanding with Florida State University and Florida A&M University (the Universities) which outlines a restructuring plan, and establishes a framework for the continued operation of the Park. **The Authority completed the land and building transactions, and began the transition of operations on March 18, 2014.** The Authority transferred to the Universities ownership of the Shaw, Sliger and Centennial buildings and related improvements and fixtures, as well as the leasehold interest in 96 gross acres of developed and undeveloped land (34 developable acres). In exchange, the Authority received from the Universities control of the leasehold interest and related subleases in the Johnson building, and the retirement of bonds associated with the Centennial Building.

- Applied for a \$500,000 Economic Development Administration grant, with FSU's Office of Research as a co-applicant, to fund planning and design of a wet lab business incubator to be developed by LCRDA—award notification pending.
- Reacquired 2.5 acres of State leased land for future development in the park.
- Hosted another successful Elevator Pitch Night at the Goodwood Conference Center where we awarded \$30,000 in technology commercialization grants, chosen from 18 applications, to:
  - General Capacitor International: Focused on development, manufacturing and sales of a lithium-ion super capacitor designed for rapid energy storage and delivery.
  - ReclaimRx: Its covalent labeling kit will allow for routine use of high resolution mass spectrometry analysis of protein interactions and structure changes in ways that are currently limited to a few specialized labs with large budgets.
- Hosted three EDC Research & Engineering Roundtables:
  - March: Building the Technology Commercialization Pipeline
  - September: Robotics Education & Engineering in Tallahassee/Leon County
  - November: LCRDA Technology Commercialization Grant participant company experiences
- **Awarded 10 scholarships to startups to allow them to participate in the EDC's Entrepreneurial Excellence Program at no cost.**
- Since fiscal year 2009-10, the Authority has had five consecutive unqualified opinions on audited financial statements, and four consecutive years without any material weaknesses in internal controls, or management comments from independent auditors.
- Completed Business Incubation Management Certificate Program

### **Goals for 2015:**

- Finalize negotiation of National Park Service lease in Johnson Building increasing rents by \$100,000 per year; begin work to expand tenant lease space.
- Conduct a feasibility study for development of a wet lab business incubator (consultant contract award pending); based on results and available funding, continue project planning and design.
- Hire an architect to create a plan to redevelop vacant space in the Collins Building.
- Revise Innovation Park Covenants & Restrictions.
- **Develop "Rock Star Researcher" marketing materials to be used in attracting R&D focused companies to Leon County.**
- Develop a mobile app to engage Innovation Park tenants.
- Continue existing programs: Technology Commercialization Grant, EEP Scholarships, and Research & Engineering Roundtables.

**Leon County  
Board of County Commissioners**

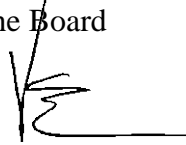
**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #2

February 10, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Minutes: December 8, 2014 FY 2014/2015 Strategic Planning Retreat

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

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve the minutes of the December 8, 2014 FY 2014/2015 Strategic Planning Retreat.

**Attachment:**

1. December 8, 2014 FY 2014/2015 Strategic Planning Retreat Minutes

Board of County Commissioners  
Leon County, Florida  
FY 2014/15 Strategic Planning Retreat  
December 8, 2014

The Leon County Board of County Commissioners met for its FY 2014/15 Strategic Planning Retreat at the Goodwood Museum and Gardens on December 8, 2014 at 9:00 a.m.

Present were Chairman Mary Ann Lindley, Vice-Chair Bill Proctor and Commissioners John Dailey, Bryan Desloge, Nick Maddox, Kristin Dozier, and Jane Sauls. Also present were County Administrator Vince Long and Board Secretary Rebecca Vause. County Attorney Herb Thiele was in attendance when the meeting was called to order; however, had to leave shortly thereafter as he had to make an appearance in court.

Chairman Lindley called the Retreat to order. Welcoming and opening remarks were offered, along with an overview of the days agenda. She shared that the theme for the retreat was "Serving Citizens. Shaping Community".

Remarks were provided by County Administrator Long. He recollected that the Board had at its 2011 retreat initiated a two-year strategic planning process, which included identifying its Vision Statement, Core Values, Core Practices and four Strategic Priorities which focused on the Economy, Environment, Quality of Life, and Governance. He recalled that the Board had, at its 2012 and 2013 Retreats, refined its vision Statement, identified new Strategic Initiatives and transitioned to a five-year planning cycle. County Administrator Long conveyed that the retreat would provide an opportunity for the Board to review, affirm, or further amend its Strategic Plan.

**SECTION ONE: Shaping our Community**

Consistent with the Board's direction, the first part of the Board's retreat included the following discussions:

- **Florida State University (FSU) President John Thrasher:**
  - County Administrator Long conveyed that President Thrasher would discuss the Madison Mile Convention District redevelopment project. He mentioned that this is a sales tax extension project and one that is estimated to generate approximately 4,000 jobs and have an economic impact of around \$430 million dollars during construction. Additionally, the contemplated convention center is expected to create 1,000 jobs once completed, contribute \$100 million dollars in recurring economic impact and could drive about 25,000 bed nights annually. Mr. Long shared that staff are working closely with FSU and upon completion of the due diligence phase, the issue will be brought back to the Board for further deliberation.
  - President Thrasher expressed thanks for the opportunity to meet with the Board and stated that he looks forward to a continued positive relationship with the County. In addition to reiterating the economic impact of the proposed Madison Mile project, President Thrasher shared information on the proposed construction of a new building near the Civic Center for the College of Business. The proposed building is projected to cost \$75 million dollars and would also house the Dedman School of Hospitality. He hopes to break ground in the Fall of 2016 and move into the facility in 2018. Additionally, President Thrasher spoke to the need for short term housing residence accommodations in or around Innovation Park for visitors to the Mag Lab and FSU's commitment to make FSU the most veteran friendly public institution in the nation. He concluded his remarks by assuring the Board that FSU will continue its close ties with the Chamber of Commerce and the Economic Development Council and would work with FAMU and TCC to support local economic initiatives.

- A roundtable discussion ensued between the Board and President Thrasher. A variety of topics were discussed and included, but were not limited to, redevelopment of the Alumni Village property; need for resident accommodations around Innovation Park; the relationship between FSU and Innovation Park; workforce development; FSU's support for Medicaid expansion; protection of local water resources and water quality, legislative dialogue meetings, and a willingness to look at properties owned by the FSU/County/City that could possibly be better utilized for development by another entity. Commissioner Dailey voiced an interest in learning more about FSU's long term plans 5-10-20 years out and the status of FSU's PECO funding.

The Board expressed its appreciation to President Thrasher for his time and both reiterated their desire for a collaborative working partnership.

- **Steve Seibert, Thoughts on Building Community**

- Chairman Lindley introduced Steve Seibert, a founding partner of triSect, LLC. The theme of Mr. Seibert's presentation focused on "Finding the Community's Common Ground". Mr. Seibert advocated that: collaboration, foresight, clarity and humility were the four components needed for resolution.
- The Board expressed appreciation to Mr. Seibert for his presentation and was positive in its response to his proposal. They dialogued with Mr. Seibert on government's role in problem resolution and cited a number of issues, i.e., Innovation Park, Civic Center, Bond/Neighborhood Health, where involvement by the County assisted in compromise and resolution.

#### **Board Retreat Issues/Consideration of New Initiatives:**

County Administrator Long shared that the Board had requested four issues be included as part of the retreat agenda: 1) mental health delivery in the community; 2) solid waste management facility; 3) partnering to promote skilled workforce opportunities, and 4) the comprehensive plan. A detailed analysis of each issue was provided in the Board's retreat packet which incorporated potential new strategic initiatives for FY 2015, for the Board's consideration. He reminded the Board that a super majority vote was needed to add a new initiative.

- Mental Health Delivery in the Community:

County Administrator Long introduced the item and Eryn Calabro, Director, Human Services & Community Partnerships, provided a detailed presentation on this issue.

*Commissioner Dailey moved, duly seconded by Commissioner Maddox to adopt the proposed new FY 2015 strategic initiative: Provide an early budget discussion item regarding County support for primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the criminal justice system.*

Commissioner Dozier voiced support for adding this as a strategic initiative; however, pointed out the County has been doing this for years in coordination with community partners.

Commissioner Proctor submitted that the County is only funding mental health services at the amount that is statutorily required. He asked the Board to consider the establishment of a health care district and increase its health care funding.

Commissioner Maddox noted that the County provides more mental health funding to inmates in jail than to its community partners. He submitted that diversion or a reduced recidivism rate (due to mental health issues) could allow funding to be shifted from the criminal justice system to community partners.

Commissioner Dozier asked staff to include best practice concepts from other organizations to better address the need for mental health services.

*The motion carried 7-0.*

- Opportunities for Solid Waste Management Facility:

County Administrator Long introduced the item and Robert Mills, Office of Resource Stewardship, provided a detailed presentation on this issue.

Commissioner Desloge affirmed with Mr. Mills that long range plans for Apalachee Regional Park could be achieved should the decision be made to modify the current use of the solid waste management facility (SWMF). He indicated that he would like to explore the larger potential for the SWMF and asked staff to communicate (especially to the running community) any proposed changes at the site.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, to adopt the proposed new strategic initiative: Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts:*

- *A complete closure of the landfill*
- *Re-direct all Class I Solid Waste from the Transfer Station to the landfill, and*
- *A hybrid solution that includes both Class 1 Solid Waste disposal at the landfill and through the Transfer Station.*

Commissioner Dailey stated that while he would support the motion to have more information provided, he had grave concerns about reopening the SWMF. He remarked that he was very cognizant of the commitment made by the County Commission in 1999 to the neighboring neighborhoods regarding quality of life issues and an intense public information campaign would be needed to assure them that new technology is available to address the issues surrounding the landfill prior to its closure.

Commissioner Dozier commented that this is complex issue. She declared that she has not made on a decision on this matter and was very interested in being provided more information. She stated that she is concerned about the long term health of the County and on being dependent on other counties to receive the County's waste in the future. She mentioned that new advances in technology can help control odor and other issues and agreed that neighborhoods and runners need to be engaged and informed on any changes contemplated at the SWMF.

Commissioner Sauls confirmed that the roll off sites would remain open.

Commissioner Proctor questioned whether property values would be affected for those neighborhoods by the SWMF and was concerned that the County's integrity would be compromised if it reversed its commitment to those areas near the SWMF.

Commissioner Maddox stated that the forthcoming information will allow the Board to make a solid decision on the best course of action for the site and noted that that the SWMF is reliant upon the use of fund balance of approximately \$600,000 annually to support its operation.

Chairman Lindley conveyed that a lot has transpired since the Commission made the commitment in 1999. She submitted that the Board has to do what is best for the County at this time and welcomes a robust discussion on this issue.

*The motion carried 5-2 (Commissioners Proctor and Sauls in opposition). \*super majority prevailed.*

- Partnering to Promote Skilled Workforce Opportunities

County Administrator Long introduced the item and Christina Paredes, Director, Office of Economic Vitality, provided a detailed presentation on this issue.

Chairman Lindley transferred the gavel to Vice-Chairman Proctor.

Commissioner Lindley opined that focusing now on the middle skills area of the economy made sense and provides an alternative for those individuals who may not choose to go to college. She submitted that there is a huge demand for middle skilled jobs throughout the country and the proposed “Leon Works” exposition can help promote job opportunities in the community for high-demand, high-wage careers in the construction and industrial trades.

*Commissioner Lindley moved, duly seconded by Commissioner Maddox, to adopt the proposed new strategic initiative:*

- *Evaluate and identify the projected unmet local market for middle-skill job opportunities.*
- *Based upon the projected unmet local market for middle-skill jobs, and with Board approval collaborate with community and regional partners to host a new “Leon Works” exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities.*

Commissioner Maddox thanked Commissioner Lindley for bringing this idea before the Board. He remarked that the expo will expose high school students to various careers that do not require college degrees and believes it will be very successful. He asked staff to keep a record of the jobs that are yielded from the expo. Commissioner Maddox recommended that the expo be expanded to include individuals from Gadsden, Jefferson and Wakulla counties.

Commissioner Dozier noted that there are job opportunities within the community where there is a void in trained employees, i.e., information technology, manufacturing. She suggested that data collection be done for perhaps a year to help determine where the most need exists and training should be targeted.

*The motion carried 7-0.*

The gavel was transferred back to Chairman Lindley.

- Comprehensive Plan and Goals of the Community

County Administrator Long introduced the item and Wayne Tedder, Director of PLACE, and Cherie Bryant, Planning Manager, provided an in-depth presentation on the Comprehensive Plan.



Commissioner Proctor inquired about the status of the Southern Strategy. Mr. Tedder responded that an update is slated within the next year. Commissioner Proctor asked if there was a component of the Southern Strategy which addresses the location of new schools. Mr. Tedder relayed that while there is no educational element in the Southern Strategy; there is an Interlocal Agreement between the County, City and School Board which provides a process for siting schools within the community.

Commissioner Dailey maintained that the Comprehensive Plan is a visioning document, not a regulatory document and could be reduced by a third if specifics were removed. He suggested that the Board move forward with the clean up to remove the regulatory elements that do not need to be in a comprehensive visioning plan, but rather in the land development regulations.

*Commissioner Dailey moved, duly seconded by Commissioner Desloge, to adopt the proposed new strategic initiatives:*

- *Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan.*
- *Reformat the existing on-line comprehensive plan to modernize its appearance and increase usability.*
- *Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining.*

Commissioner Dozier agreed that the proposed initiatives are a move in the right direction and supports the motion. She shared that while reviewing various reports (Evaluation and Appraisal Report (EAR) and Southern Strategy updates) she noted a great difference in the reporting from neighborhood to neighborhood. She asked if staff could bring back something that addresses the process and format for these reports.

*The motion carried 7-0.*

## **SECTION TWO: Serving our Citizens: Executing Our Plan to Meet the Needs of Today while Fulfilling the Board's Vision for Tomorrow**

The remainder of the retreat provided the Board an opportunity to review, affirm, or amend its Strategic Plan as a means to assure Commissioners have continued consensus and staff have clear direction as to the execution of the Board's priorities.

- **Vision Statement:**

*“As home to Florida’s capitol, Leon County is a welcoming, diverse, healthy, and vibrant community, recognized as a great place to live, work and raise a family. Residents and visitors alike enjoy the stunning beauty of the unspoiled natural environment and a rich array of educational, recreational, cultural and social offerings for people of all ages. Leon County government is a responsible steward of the community’s precious resources, the catalyst for engaging citizens, community and regional partners, and a provider of efficient services, which balance economic, environmental, and quality of life goals.”*

The Board offered no amendments to the Vision Statement as accepted as presented.

- **Strategic Priorities:**

The Board's four Strategic Priorities are: Economy, Environment, Quality of Life and Governance

The Board offered no amendments to the Strategic Priorities and accepted as presented.

- **Strategic Initiatives:**

Status Report

County Administrator Long provided highlights of the Strategic Initiatives Status Report, which was included in the retreat materials. He noted that, of the 1245 Strategic Initiatives currently approved by the Board, 108 (87%) were completed and 110 (89%) are anticipated to be completed by the end of December 2015. He noted that categorizing a Strategic Initiative as completed does not necessarily mean that work is completed; rather the completion of a Strategic Initiative often leads to an ongoing program and ongoing support.

New Strategic Initiatives:

The following attempts to capture the new Strategic Initiatives approved by the Board by a super majority vote:

1. Provide an early budget discussion item regarding County support for primary health care, including mental health care services, and options to maximize resources to meet the healthcare needs of the community including those individuals served through the criminal justice system.
2. Evaluate the long-term policy implications of the following options, taking into consideration the potential fiscal, environmental, operational and neighborhood impacts:
  - A complete closure of the landfill
  - Re-direct all Class I Solid Waste from the Transfer Station to the landfill, and
  - A hybrid solution that includes both Class 1 Solid Waste disposal at the landfill and through the Transfer Station.
3. Evaluate and identify the projected unmet local market for middle-skill job opportunities.
4. Based upon the projected unmet local market for middle-skill jobs, and with board approval collaborate with community and regional partners to host a new "Leon Works" exposition to educate high school students (15-18 years old) on the diverse and exciting middle-skill career and jobs anticipated locally, while raising awareness regarding a wide range of career opportunities.
5. Initiate a comprehensive review and revision to the Land Use Element of the Comprehensive Plan.
6. Reformat the existing on-line comprehensive plan to modernize its appearance and increase usability.
7. Evaluate the existing Comprehensive Plan amendment process, and identify opportunities for further streamlining.

New Strategic Initiatives Proposed by Commissioners:

**Chairman Lindley:**

8. *Commissioner Lindley moved, duly seconded by Commissioner Desloge, the development of a Leon County "Crisis Management Communication Plan". The motion carried 7-0.*

**Commissioner Sauls:**

9. *Commissioner Sauls moved, duly seconded by Commissioner Proctor, to protect the rural character of the Rural Land Use Category". The motion carried 7-0.*

**Commissioner Desloge:**

Commissioner Desloge offered three topics which the Board deemed were more “action” items and are listed below.

**Commissioner Maddox:**

10. *Commissioner Maddox moved, duly seconded by Commissioner Dailey, to work with the City of Tallahassee and Blueprint to implement the Sales Tax extension, including the Economic Development portion. In addition, schedule a workshop or have an agenda item on potential pre-funded or bonded projects prior to the March 2015 IA meeting. The motion carried 7-0.*

**Commissioner Dozier:**

11. *Commissioner Dozier moved, duly seconded by Commissioner Maddox, to coordinate efforts especially in regard to communication, with institutions of higher learning and other partners, to support local entrepreneurs. The motion carried 7-0. (County Administrator Long indicated that staff would “wordsmith” the intent of the motion and present for ratification.)*

**Commissioner Dailey:**

Commissioner Dailey offered three topics which the Board deemed were more “action” items and are listed below.

**Commissioner Proctor:**

Commissioner Dailey offered three topics which the Board deemed were more “action” items and are listed below.

The Board additionally identified the following action items during the retreat:

1. *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to identify opportunities to welcome FSU and FAMU scientists who are visiting Tallahassee-Leon County. The motion carried 7-0.*
2. *Commissioner Desloge moved, duly seconded by Commissioner Dozier, to prepare an agenda item to consider adding a Florida State University representative to the Educational Facility Authority. The motion carried 7-0.*
3. *Commissioner Desloge moved, duly seconded by Commissioner Dailey, to identify opportunities to support local university efforts to stabilize or increase Public Education Capital Outlay (PECO) and Communication Services Tax revenue. The motion carried 7-0.*
4. Commissioner Dozier requested the Strategic Plan be amended, as applicable, so that the same terminology is consistently utilized throughout the plan to refer to the Leon County Research and Development Authority and Innovation Park. – Approved without objection.
5. Commissioner Dailey requested staff prepare an agenda item to update the sidewalk priority list and the criteria used to rank the projects. – Approved without objection.
6. Commissioner Dailey requested staff identify opportunities to partner with the City of Tallahassee regarding early childhood healthcare issues. (Chairman Lindley agreed to agenda this topic as part of the next Mayor/Chair meeting.) – Approved without objection.

7. *Commissioner Dailey moved, duly seconded by Commissioner Desloge, to request staff prepare an agenda item which identifies options for evaluating the success of the Capital City Amphitheater at Cascades Park concert series, and considers providing supplemental funding through TDC revenue for main event concerts. The motion carried 7-0.*
  - Commissioner Dozier requested that the agenda item also address the logistical requirements of the City that may make the use of the facility by some community organizations cost-prohibitive.
8. *Commissioner Proctor moved, duly seconded by Commissioner Desloge, the Board's support for Commissioner Desloge's NACO presidency, including the planning and coordination of the 3-day delegate meeting planned for Tallahassee in December 2016. The motion carried 7-0.*
9. *Commissioner Proctor moved, duly seconded by Commissioner Desloge, to request staff prepare a budget discussion item, for the FY 2015/16 budget, which evaluates the establishment of a health care district or office of health care administration. The motion carried 7-0.*

This concluded the Board's review of its Strategic Priorities and Strategic Initiatives. County Administrator Long indicated that staff would integrate the comments received from the Board and an agenda item to ratify the actions would be brought to the Board in January.

**CLOSING COMMENTS:**

County Administrator Long thanked the Board for its leadership and direction and expressed gratitude to staff for their effort to make the retreat a success.

The Board commented on a great meeting and expressed its appreciation to staff for its hard work in planning the retreat.

Chairman Lindley adjourned the retreat at 3:09 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

BY: \_\_\_\_\_  
Bob Inzer, Clerk of the Circuit Court  
and Comptroller

**Leon County  
Board of County Commissioners**

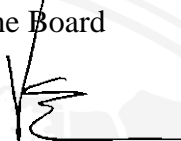
**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #3

February 10, 2015

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

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

**Title:** Ratification of Commissioners' Appointments to the Human Services Grant Review Advisory Committee and Minority, Women Small Business Enterprise Committee

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/Project Team:</b>	Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Ratify Commissioners' appointments as follows:
- a. Commissioner Desloge appoints Corbin deNagy to the Human Services Grant Review Committee.
  - b. Commissioner Proctor appoints Lauri Hunter to the Human Services Grant Review Committee.
  - c. Commissioner Maddox appoints Amber Tynan to the Human Services Grant Review Committee.
  - d. Commissioner Dailey reappoints Christie Hale to the Minority, Women Small Business Enterprise Committee.
  - e. Commissioner Desloge reappoints Joanie Trotman to the Minority, Women Small Business Enterprise Committee.
  - f. Commissioner Dozier appoints Jacina Haston to the Minority, Women Small Business Enterprise Committee.
  - g. Commissioner Proctor reappoints Paula Duncan to the Minority, Women Small Business Enterprise Committee.

**Report and Discussion**

**Background:**

At its August 23, 2011 meeting, the Board approved the revised process for Advisory Committee appointments by having a Consent item prepared for individual Commissioner appointments.

**Analysis:**

**Human Services Grant Review Committee**

**Purpose:** This Committee evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board (Attachment #1).

**Composition:** Members serve two-year terms, expiring December 31, with each Commissioner having two staggered appointments.

**Vacancies:** The terms of members Aviram Assidon (Commissioner Desloge), Debra Weeks (Commissioner Proctor), and Tim Naddy (Commissioner Maddox) expired December 31, 2014. Applications were received from Corbin deNagy (Attachment #2), Amber Tynan (Attachment #3), and Lauri Hunter (Attachment #4).

*Table 1: Human Services Grant Review Committee*

<b>Vacancy</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Aviram Assidon	Corbin deNagy	Commissioner Desloge to appoint Corbin deNagy.
Tim Naddy	Amber Tynan	Commissioner Maddox to appoint Amber Tynan.
Debra Weeks	Lauri Hunter	Commissioner Proctor to appoint Lauri Hunter.

**Minority, Women and Small Business Enterprise (MWSBE) Committee**

**Purpose:** The MWSBE Committee reviews the M/WSBE Program (Attachment #5).

**Composition:** The MWSBE Committee consists of seven members, with each Commissioner having one appointment. Members serve two-year terms, with four terms expiring on January 31 and three terms expiring on May 31.

**Vacancies:** The terms of Christie Hale (Commissioner Dailey), Joanie Trotman (Commissioner Desloge), Frank Williams (Commissioner Dozier), and Paula Duncan (Commissioner Proctor) expired January 31, 2015. Ms. Hale, Ms. Trotman, and Ms. Duncan are interested in reappointment and are eligible to serve (Attachment #6). Mr. Williams was first appointed in 1989; therefore, according to the Board's Committee Policy limiting members to serve no more than three consecutive terms, he is ineligible to serve. An application was received from Jacina Haston (Attachment #7).

*Minority, Women and Small Business Enterprise (MWSBE) Committee*

<b>Vacancy</b>	<b>Eligible Applicants</b>	<b>Recommended Action</b>
Christie Hale	Christie Hale	Commissioner Dailey reappoints Corbin deNagy.
Joanie Trotman	Joanie Trotman	Commissioner Desloge reappoints Joanie Trotman.
Paula Duncan	Paula Duncan	Commissioner Proctor to reappoints Paula Duncan.
Frank Williams <i>Ineligible</i>	Jacina Haston	Commissioner Dozier appoints Jacina Haston.

**Options:**

1. Ratify Commissioners' appointments as follows:
  - a. Commissioner Desloge appoints Corbin deNagy to the Human Services Grant Review Committee.
  - b. Commissioner Proctor appoints Lauri Hunter to the Human Services Grant Review Committee.
  - c. Commissioner Maddox appoints Amber Tynan to the Human Services Grant Review Committee.
  - d. Commissioner Dailey reappoints Christie Hale to the Minority, Women Small Business Enterprise Committee.
  - e. Commissioner Desloge reappoints Joanie Trotman to the Minority, Women Small Business Enterprise Committee.
  - f. Commissioner Dozier appoints Jacina Haston to the Minority, Women Small Business Enterprise Committee.
  - g. Commissioner Proctor reappoints Paula Duncan to the Minority, Women Small Business Enterprise Committee.
  
2. Board direction.

**Recommendation:**

Option #1, a-g.

**Attachments:**

1. Eligibility and Criteria – Human Services Grant Review Committee (HSGRC)
2. Application – Corbin deNagy
3. Application – Amber Tynan
4. Application – Lauri Hunter
5. Eligibility and Criteria – Minority, Women Small Business Enterprise Committee (MWSBE)
6. Email from Shanea Wilks – MWSBE reappointments
7. Application – Jacina Haston



## **Human Services Grants Review Committee**

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### **Responsibility:**

Evaluates human service funding requests during the regular budget cycle and makes recommendations to the Board. Committee will be available to perform program evaluations at the BCC's request to determine the merit of a mid-year funding request and the extent to which it meets the Committee's priority guidelines and assessment criteria.

The purpose of the Community Human Services Partnership (CHSP) is to "foster an ongoing community-wide dialog with funders and providers to improve human services delivery in Leon County. The CHSP is comprised of the City, County and United Way. The Florida Department of Children and Families is a collaborating partner. Two representatives from each of these funding sources are appointed to a joint planning board.

### **Created By:**

BCC Policy 81-3, adopted March 24, 1981

Currently operates Under Policy No. 01-04, adopted November 30, 2004

### **Appointments:**

14 - BOCC; Each Commissioner has 2 appointments.

Joint Planning Board -

2 Representatives from City of Tallahassee

2 Representatives from United Way of the Big Bend

2 Representatives from the County - 1 Chairman appointment and 1 staff

### **Terms:**

2 years. Terms expire December 31. According to Policy No. 03-15, the number of terms allowed is limited to three. Vacancies filled for remainder of unexpired term

### **Eligibility Criteria:**

Not specified in the policy.

### **Schedule:**

Annually - Considers requests for funding a in conformity with County budgetary cycle. Training sessions are conducted prior to the beginning of the process.

### **Type of Report:**

Funding recommendations.

### **Contact Person/Staff:**

Rosemary Evans

Human Services Analyst

606-1900


email: [evansr@leoncountyfl.gov](mailto:evansr@leoncountyfl.gov)

**Members:**

Naddy, Tim	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/14/2010 <hr/> Appointed by: Nick Maddox At-large II	Email: naddyt@homesandland.com
Hooper, Gwen	Begin Term: 9/14/2013 End Term: 12/31/2014 Type: unexpired term	Original Date: 9/14/2013 <hr/> Appointed by: Kristin Dozier District 5	Email: <a href="mailto:achoop@aol.com">achoop@aol.com</a>
Assidon, Aviram (Avi)	Begin Term: 9/10/2012 End Term: 12/31/2014 Type: two years	Original Date: 9/10/2012 <hr/> Appointed by: Bryan Desloge District 4	Email: aa08c@med.fsu.edu
Weeks, Debra	Begin Term: 12/11/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/14/2010 <hr/> Appointed by: Bill Proctor District 1	Email: dweeks@bondchc.com
Cowan, Greg	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Kristin Dozier District 5	Email: <a href="mailto:gcowan@flccoc.org">gcowan@flccoc.org</a>
Garner, Jaime	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: Bryan Desloge District 4	Email: mwakeman@mcconnaughhay.com
Safreit, Kent	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 12/10/2013 <hr/> Appointed by: John Dailey District 3	Email: kents@hgslaw.com
LaMothe, Gerard	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 1/24/2012 <hr/> Appointed by: Nick Maddox At-large II	Email: office@superiorpainting.net

McShane, Jim Workforce Plus	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 06/01/2013 <hr/> Appointed by: Mary Ann Lindley At-large I	Email: Jim.McShane@wfpplus.org
Gardner, Cynthia	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 3/25/2008 <hr/> Appointed by: Bill Proctor District 1	Email: gardc@aol.com
Piotrowski, Janis Weisz	Begin Term: 12/10/2013 End Term: 12/31/2015 Type: two years	Original Date: 9/14/2010 <hr/> Appointed by: Jane G. Sauls District 2	Email: janpio@comcast.net
DeMeo, Ralph	Begin Term: 12/09/2014 End Term: 12/31/2016 Type: two years	Original Date: 2/14/2012 <hr/> Appointed by: John Dailey District 3	Email: ralphd@hgslaw.com
Ruggles, Connie	Begin Term: 12/09/2014 End Term: 12/31/2016 Type: two years	Original Date: 2/26/2013 <hr/> Appointed by: Mary Ann Lindley At-Large	Email: <a href="mailto:conrug@aol.com">conrug@aol.com</a>
Nicholsen, Linda	Begin Term: 12/09/2014 End Term: 12/31/2016 Type: two years	Original Date: 9/14/2010 <hr/> Appointed by: Jane G. Sauls District 2	Email: lnicholsen@gmail.com

## ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;">It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Christine Coble by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov Applications will be discarded if no appointment is made after two years.</p>		
Name: <u>Corbin Denagy</u>		Date: <u>7/28/14</u>
Home Phone: <u>(904) 710-0583</u>	Work Phone:	Email: <u>codenagy@hotmail.com</u>
Occupation: <u>Budget Analyst</u>	Employer: <u>Florida State University</u>	
Please check box for preferred mailing address.		
<input type="checkbox"/> Work Address:		
City/State/Zip:		
<input checked="" type="checkbox"/> Home Address (Required to determine County residency) <u>1587 Sweet Plum Circle</u>		
City/State/Zip: <u>Tallahassee, FL, 32312</u>		
Do you live in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you live within the City limits? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you own property in Leon County? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it located within the City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
For how many years have you lived in and/or owned property in Leon County? <u>9</u> years		
Are you currently serving on a County Advisory Committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) are you a member? _____		
Have you served on any previous Leon County committees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes, on what Committee(s) have you served? _____		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: <u>Human Services Grant Review</u> 2nd Choice: _____		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
_____		
<b><i>If you are appointed to a Committee, you are expected to attend regular meetings.</i></b>		
How many days per month would you be willing to commit for Committee work? <input type="checkbox"/> 1 <input type="checkbox"/> 2 to 3 <input checked="" type="checkbox"/> 4 or more		
And for how many months would you be willing to commit that amount of time? <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 <input type="checkbox"/> 6 or more		
What time of day would be best for you to attend Committee meetings? <input type="checkbox"/> Day <input checked="" type="checkbox"/> Night		
(OPTIONAL) Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.		
Race: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian <input type="checkbox"/> Other		
Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Age: <u>27</u> Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No		
District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input checked="" type="checkbox"/> District 5 <input type="checkbox"/>		

***"People Focused, Performance Driven."***

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.

See attached

References (you must provide at least one personal reference who is not a family member):

Name: Heather Douglas-Shoup Telephone: 850-694-0662

Address: \_\_\_\_\_

Name: Dr. Earle Klay Telephone: 850-644-3525

Address: \_\_\_\_\_

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

- Have you completed the Orientation?  Yes  No
- Are you willing to complete a financial disclosure form and/or a background check, if applicable?  Yes  No
- Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee?  Yes  No If yes, from whom? \_\_\_\_\_
- Do you anticipate that you would be a stakeholder with regard to your participation on a Committee?  Yes  No
- Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts?  Yes  No If yes, please explain. \_\_\_\_\_
- Do you or your employer, or your spouse or child or their employers, do business with Leon County?  Yes  No If yes, please explain. \_\_\_\_\_
- Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee?  Yes  No If yes, please explain. \_\_\_\_\_

All statements and information provided in this application are true to the best of my knowledge.

Signature: 

Please return Application  
by mail: Christine Coble, Agenda Coordinator  
301 South Monroe Street  
Tallahassee, FL 32301  
by email: [coblec@leoncountyfl.gov](mailto:coblec@leoncountyfl.gov)  
by fax: 850-606-5301  
Online: <http://cms.leoncountyfl.gov/servicerequest/committeeapplication.aspx>

***"People Focused, Performance Driven."***

## **Advisory Committee Application for Board Appointment Supplement for Corbin deNagy**

### Educational Background:

- Master of Public Administration with a specialization in Public Financial Management (Relevant coursework: Managing Nonprofit Organizations, Managing Public Financial Resources)
- Graduate Certificate in Leadership in Executive and Administrative Development (Relevant coursework: Grant Writing, Budget in Social Services)
- Bachelor of Science in Finance

### Skills and Experience:

- Reviewed funding requests as a Budget Analyst for the past three years.
- Post-award grant administrator at the Florida State University College of Social Work for nearly two years (nearly \$2 million in annual funding).

### Reason for Choosing this Committee:

Give back to my community by utilizing my educational and professional experience.

## Corbin deNagy, MPA

1587 Sweet Plum Circle · Tallahassee, FL 32312 · (904) 710-0083 · codenagy@hotmail.com

### Experience

#### **Budget Analyst**

12/2011 - Present

*Florida State University, Budget Office*

Assist in the preparation of the University's Operating Budget. Monitor general ledger and budgetary activity to ensure the accuracy and integrity of data. Act as a liaison between the Budget Office and other Central Offices, ensuring proper communication regarding activity and potential problems. Assist with routine inquiries from departmental fiscal representatives. Teach "Managing a Budget" to Budget Managers and other fiscal personnel throughout campus.

#### **Senior Management Analyst I**

05/2011 - 12/2011

*Florida Department of Education, Bureau of Budget Management*

Monitored all financial activities for the Commissioner of Education's Office and the Career and Adult Education Office. Monitored and reconciled monthly department rate and dollar projections. Provided weekly reports on the Department of Education's vacant positions.

#### **Financial Specialist**

07/2009 - 05/2011

*Florida State University, College of Social Work*

Supervised 4 employees. Managed all financial and human resource functions. Responsible for post-award grant administration including reporting and compliance for approximately 30 grants totaling nearly \$2 million in funding.

#### **Accounting Associate**

07/2008 - 07/2009

*Florida State University, College of Social Work*

Processed travel authorizations and expense reports while maintaining the allotted faculty travel budgets. Reconciled and reported on nearly 15 College budgets and 30 Foundation accounts. Audited time and leave and ensured correct payroll processing for all faculty and staff at the College.

### Education

#### **Master of Public Administration**

*Asken School of Public Administration and Policy at Florida State University, 2012*

#### **Graduate Certificate in Leadership in Executive and Administrative Development**

*Florida State University, 2009*

#### **Bachelor of Science in Finance**

*Florida State University, 2008*

### Volunteer

#### **Teaching Assistant**

*Florida State University, College of Education*

Assisted with online discussions of the graduate-level course: College and University Budgeting (Summer 2013, Summer 2014)

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Amber Tynan		Date: 07-Jan-2015
Home Phone: (850) 590-3439	Work Phone: (850)222-3833X	Email: atynan@southern scholarship.org
Occupation: DIRECTOR OF DEVELOPMENT	Employer: SOUTHERN SCHOLARSHIP FOUNDATION	
Preferred mailing location: Work Address Work Address: 322 STADIUM DRIVE		
City/State/Zip: TALLAHASSEE FL 32304		
Home Address 3100 LAYLA STREET		
City/State/Zip: TALLAHASSEE FL 32303		
Do you live in Leon County? Yes If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes If yes, is it located within the City limits? No		
For how many years have you lived in and/or owned property in Leon County? 10.00years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Council on Culture & Arts 2nd Choice: Human Services Grants Review Committee		
What cultural arts organization do you represent, if any? N/A		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested: I'M A PHILANTHROPIST AT HEART, SO MY PURPOSE IS TO INFLUENCE POSITIVE CHANGE TO BENEFIT THE COM		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work? 2 to 3		
And for how many months would you be willing to commit that amount of time? 6 or more		
What time of day would be best for you to attend Committee meetings? Day, Night		
<b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.		
Race: Caucasian Sex: Female Age: 30		
Disabled? District: District 3		

**In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.**

AMBER R. TYNAN IS CURRENTLY THE DIRECTOR OF DEVELOPMENT FOR SOUTHERN SCHOLARSHIP FOUNDATION, A TALLAHASSEE NON-PROFIT DEDICATED TO HELP DESERVING YOUNG PEOPLE WHO LACK FINANCIAL RESOURCES, BUT DEMONSTRATE EXCELLENT ACADEMIC MERIT AND MORAL CHARACTER, ATTEND INSTITUTIONS OF HIGHER EDUCATION. PRIOR TO JOINING SSF, AMBER SERVED AS DIRECTOR OF DEVELOPMENT & COMMUNICATION FOR ELDER CARE SERVICES AND EXECUTIVE DIRECTOR FOR THE SOUTHEASTERN CREDIT UNION FOUNDATION OF THE LEAGUE OF SOUTHEASTERN CREDIT UNIONS.

AMBER HAS MORE THAN 11 YEARS OF NON-PROFIT MANAGEMENT EXPERIENCE SERVING IN NUMEROUS CAPACITIES. AMBER HAS SPENT MOST OF HER CAREER CONSULTING WITH NON-PROFITS RANGING IN ASSET SIZES OF FIFTY MILLION TO FIVE-HUNDRED MILLION - FINDING WAYS TO IMPROVE THEIR OPERATIONAL EFFICIENCY, WHILE CREATING ALTERNATIVE SOLUTIONS TO MEET THE NEEDS OF THEIR TARGET DEMOGRAPHIC AND LOCAL COMMUNITIES.



A PHILANTHROPIST AT HEART, AMBER SPENDS MOST OF HER FREE TIME VOLUNTEERING WITHIN THE COMMUNITY AND SERVING ON NUMEROUS BOARDS. AMBER SERVES AS PRESIDENT-ELECT OF THE CAPITAL CITY KIWANIS CLUB, CHAIR OF THE TALLAHASSEE SATURDAY CONCERT IN THE PARK SERIES, SECRETARY AND FUND DEVELOPMENT COMMITTEE CHAIR FOR GIRLS ON THE RUN OF THE BIG BEND, MEMBER AT-LARGE FOR THE BEST LEADERSHIP COMMITTEE OF THE UNITED WAY OF THE BIG BEND, AND MEMBER AT-LARGE FOR THE FLORIDA PROSPERITY PARTNERSHIP.

---

References (you must provide at least one personal reference who is not a family member):

Name: LESLIE H. SMITH Telephone: 850-694-2875  
Address: 8484 HANNARY DR, TALLAHASSEE, FL 32312

---

Name: BENJAMIN E. PRICE, JR. Telephone: 850-701-2841  
Address: 4611 INISHEER DR, TALLAHASSEE, FL 32309

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Amber R. Tynan

This application was electronically sent: 1/7/2015 4:28:26PM

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Lauri Hunter		Date: 08-Jan-2015
Home Phone: (850) 322-8416	Work Phone:	Email: lhmotivation@gmail.com
Occupation: CAREGIVER	Employer: SELF	
Preferred mailing location: Home Address		
Work Address:		
City/State/Zip: TALLAHASSEE FL		
Home Address 325 PERKINS STREET		
City/State/Zip: TALLAHASSEE FL 32301		
Do you live in Leon County? Yes If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes If yes, is it located within the City limits? Yes		
For how many years have you lived in and/or owned property in Leon County? 22.00years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Human Services Grants Review Committee 2nd Choice:		
What cultural arts organization do you represent, if any?		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work? 2 to 3		
And for how many months would you be willing to commit that amount of time? 6 or more		
What time of day would be best for you to attend Committee meetings? Day, Night		
<b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.		
Race:	Sex:	Age:
Disabled? No	District:	

**In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.**

CAREGIVER FOR STROKE VICTIM, SIX YEARS; SCHOOL ADVISORY COUNCIL - HARTSFIELD ELEMENTARY SCHOOL, FAIRVIEW MIDDLE SCHOOL, RICKARDS HIGH SCHOOL; CHAIR OF SINGLE PARENT GROUP; TRAINER OF VARIOUS CHURCH AUXILLIARIES; CERTIFIED PHLEBOTOMIST; CERTIFIED PROFESSIONAL SPEAKER; SKILLS TO CONTRIBUTE, VERY GOOD AT ANALYZING DATA, INTERESTED IN COMMITTEES AND GROUPS TO ENHANCE LEON COUNTY; MEMBER OF WOMEN'S PROSPERITY NETWORK; MEMBER OF WOMEN'S SPEAKER'S ASSOCIATION.

References (you must provide at least one personal reference who is not a family member):

Name: SHARON TOLBERT  
Address: TALLAHASSEE FL

Telephone: 8503864054

Name: TAMIKIA REDDING  
Address: TALLAHASSEE FL

Telephone: 8504435349

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

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Have you completed the Orientation? Yes

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Lauri Hunter

This application was electronically sent: 1/8/2015 11:35:45PM

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

**Responsibility:**

Reviews M/WSBE Program.

**Created By:**

Created by the BCC in 1987.

**Appointments:**

7 - Each Commissioner appoints one member.

**Terms:**

2 years. Expiration: 4 on January 31; 3 on May 30. Number of terms allowed is three. Vacancies filled for remainder of unexpired term.

**Schedule:**

As needed.

**Contact Person/Staff:**

Shanea Wilks, Director

M/WSBE Division

Office of Economic Development & Business Partnerships

Office: (850) 606-1650

Fax: (850) 606-1651

E-mail: [WilksSh@leoncountyfl.gov](mailto:WilksSh@leoncountyfl.gov)

**Members:**

Trotman, Joanie	Begin Term: 4/9/2013 End Term: 1/31/2015 Type: two years	Original Date: 4/9/2013 <hr/> Appointed by: Bryan Desloge Commissioner District IV	Email: jtrotman@myflorida.com
Hale, Christi	Begin Term: 4/9/2013 End Term: 1/31/2015 Type: two years	Original Date: 3/15/2011 <hr/> Appointed by: John Dailey Commissioner District III	Email: chale@halecontracting.net
Williams, Frank Florida Development Incorporated	Begin Term: 2/22/2011 End Term: 1/31/2015 Type: two years	Original Date: 1/31/1989 <hr/> Appointed by: Kristin Dozier Commissioner District V	Notes: Business: Florida Developers, Inc. Email: frank@fldevelopers.com

Duncan, Paula	Begin Term: 2/26/2013 End Term: 1/31/2015 Type: two years	Original Date: 2/26/2013 <hr/> Appointed by: Bill Proctor Commissioner District I	Email: pduncan@eflorida.com
Workman, Gale	Begin Term: 8/28/2012 End Term: 5/30/2015 Type: unexpired term	Original Date: 8/28/2012 <hr/> Appointed by: Jane G. Sauls Commissioner District II	Notes:  Email: gale_workman@hotmail.com
Wyrick, Michelle	Begin Term: 6/09/2013 End Term: 5/31/2015 Type: two years	Original Date: 6/26/2012 <hr/> Appointed by: Mary Ann Lindley Commissioner At-large I	Notes:  Email: michellewyrick@eliteoperationalservices.com
Boulware, Brian	Begin Term: 4/8/2014 End Term: 5/31/2015 Type: unexpired term	Original Date: 4/08/2014 <hr/> Appointed by: Nick Maddox Commissioner At-large II	Notes:  Email: brian@pssoffl.com

**From:** Shanea Wilks  
**To:** Coble, Christine  
**CC:** Boatwright, Larmond  
**Date:** 1/21/15 1:47 PM  
**Subject:** MWSBE Committee Reappointments

Hi Christine:

The following persons are interested in being reappointed to the MWSBE Citizens Advisory Committee:

Paula Duncan  
Christie Hale  
Joanie Trotman

If you require additional information, please let me know.

Thanks!  
Shanea

Shanea Wilks, Director  
Minority, Women, and Small Business Enterprise Division  
Leon County Office of Economic Vitality  
1800-3 Blair Stone Road  
Tallahassee, Florida 32308  
PHONE: 850/606-1650  
FAX: 850/606-1651  
[www.leoncountyfl.gov/mbe](http://www.leoncountyfl.gov/mbe)  
***"People Focused, Performance Driven"***

**ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT**

It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov



Applications will be discarded if no appointment is made after two years.

Name: Jacina Haston

Date: 30-Jun-2014

Home Phone: (850) 727-8730

Work Phone: (850)561-5745X

Email: jacina\_haston@hotmail.com

Occupation: ATTORNEY

Employer: THE FLORIDA BAR

Preferred mailing location: Home Address

Work Address: 651 EAST JEFFERSON STREET

City/State/Zip: TALLAHASSEE FL 32399

Home Address 3747 LAUREL TRACE WAY

City/State/Zip: TALLAHASSEE FL 32303

Do you live in Leon County? Yes If yes, do you live within the City limits? Yes

Do you own property in Leon County? Yes If yes, is it located within the City limits? No

For how many years have you lived in and/or owned property in Leon County? 4.00 years

Are you currently serving on a County Advisory Committee? No

If yes, on what Committee(s) are you a member?

Have you served on any previous Leon County committees? No

If yes, on what Committee(s) are you a member?

Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference

1st Choice: Minority, Women &amp; Small Business Enterprise 2nd Choice: Commission on the Status of Women and Girls

What cultural arts organization do you represent, if any?

If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:

**If you are appointed to a Committee, you are expected to attend regular meetings.**

How many days permonth would you be willing to commit for Committee work? 2 to 3

And for how many months would you be willing to commit that amount of time? 6 or more

What time of day would be best for you to attend Committee meetings? Day, Night

**(OPTIONAL)** Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.

Race: African American

Sex:

Age: 33

Disabled? No

District: District 4

**In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.**

References (you must provide at least one personal reference who is not a family member):

Name: DORIS BRICKHOUSE-HAYES Telephone: (850) 656-2377  
Address: 3221 JIM LEE ROAD, TALLAHASSEE, FLORIDA 32301

Name: KENDRA BROWN Telephone: (850) 408-5046  
Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? No

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Jacina Haston

This application was electronically sent: 6/30/2014 1:26:54PM



## Jacina J. Haston

3747 Laurel Trace Way  
Tallahassee, Florida 32303  
Phone: (321) 332-5546  
E-mail: jacina\_haston@hotmail.com

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### LICENSURE

Admitted in Florida  
Admitted in Northern District

### EDUCATION

#### **Stetson University College of Law**, Gulfport, Florida

Juris Doctor December 2005

Honors: Honor Roll Spring Semester 2005  
Fred G. Minnis Bar Association Merit Scholarship recipient  
Stetson Merit Scholarship recipient – 2 time award recipient

Activities: Stetson Ambassador

#### **University of Florida**, Gainesville, Florida

Bachelor of Arts, *magna cum laude*, Criminology May 2003

Honors: Golden Key International Honor Society

### LEGAL EXPERIENCE

#### **The Florida Bar**, Tallahassee, Florida

Assistant Director, The Henry Latimer Center for Professionalism July 2012 - Present

- Facilitate the work of the Florida Supreme Court Commission on Professionalism and the Florida Bar Standing Committee on Professionalism
- Create innovative continuing legal education programs
- Present around the state on the topic of professionalism and ethics
- Create and deliver diversion workshops
- Supervise support staff and law clerks
- Maintain a \$500,000 budget

#### **Legal Services of North Florida Inc.**, Tallahassee, Florida

Staff Attorney October 2007 - July 2012

- Provided legal representation in dissolution of marriage, timesharing, child support, and dependency cases
- Supervised law students certified by The Florida Bar to represent clients in state court
- Supervised volunteer attorneys providing legal advice through the Legal Services Hotline

#### **Office of the Public Defender – Ninth Judicial Circuit**, Orlando, Florida

Certified Legal Intern February 2006 - March 2007

- Handled all aspects of legal defense, to include, interviewing clients, and negotiating pleas
- Conducted crime scene investigation, trial preparation, and taking appropriate cases to trial in county and circuit court

#### **Office of the State Attorney – Thirteenth Judicial Circuit**, Tampa, Florida

Certified Legal Intern August 2005 - December 2005

- Participated in all aspects of juvenile criminal prosecutions
- Prosecuted felonies and misdemeanors, argued motions, and interviewed and prepared witnesses for trial

#### **Office of the Public Defender – Sixth Judicial Circuit**, Clearwater, Florida

Certified Legal Intern May 2005 - August 2005

- Represented defendants primarily in the juvenile and misdemeanor divisions
- Interviewed clients and witnesses to ascertain facts of cases, drafted motions, correlated findings, and prepared cases for trial

#### **National Association for the Advancement of Colored People (N.A.A.C.P.)**, St. Petersburg, Florida

Certified Legal Advocate January 2005 - May 2005

- Reviewed case files and drafted memoranda addressing the recommended legal action the NAACP should take regarding various occurrences in the St. Petersburg, Florida area

**Leon County  
Board of County Commissioners**

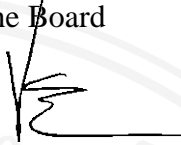
**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #4

February 10, 2015

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

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

**Title:** Approval to Reclassify Existing Part-Time Social Media Liaison Position to a Full-Time Public Information Specialist Position to Enhance Communication Efforts for the Office of Resource Stewardship

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Jon D. Brown, Director, Community and Media Relations Robert Mills, Director, Office of Resource Stewardship

**Fiscal Impact:**

This item has a fiscal impact. The part-time position is currently funded through Community and Media Relations budget. No additional general revenue is being utilized to support the reclassified position. The additional funding necessary for the upgrade is supported through a contractual payment (\$35,000 annually) the County receives from Waste Pro in support of County recycling efforts.

**Staff Recommendation:**

Option #1: Approve the reclassification of the existing part-time Social Media Liaison position to a full-time Public Information Specialist position to Enhance Communication Efforts for the Office of Resource Stewardship.

Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #1).

## **Report and Discussion**

### **Background:**

Leon County continuously works to inform and engage citizens in issues that matter most to them. As the Office of Resource Stewardship continues to enhance community outreach about sustainability, waste reduction, and local food efforts, further resources are needed to craft a consistent message across many different modes of communication. Such expertise exists within the organization in Leon County's Community and Media Relations (CMR).

On a daily basis, Community and Media Relations staff crafts communication and supports special events efforts of every work area in Leon County Government. As the Office of Resource Stewardship continues to expand its community outreach and engagement, the work area will need further communications support. From the Leon County Sustainable Community Summit in January 2015 to social media promotion and digital messaging, an opportunity exists to further align key resources in the organization to not only enhance public information support but to enhance the organization's capability.

The two work areas have a history of sharing resources on critical projects; such as, previous Leon County Sustainable Community Summits in 2010 and 2012, recent community garden dedications, monthly household hazardous waste collection events, and designing and distributing the Growing Green quarterly newsletter.

On July 8, 2013, the Board of County Commissioners approved the Social Media Liaison part-time position. Since that time, Leon County Government has increased citizen engagement on social media by tenfold, designed a mobile-friendly website, and further diversified the ways Leon County communicates to its citizens. Additionally, the Social Media Liaison led the strategic planning, creation, and implementation of the Leon County Library's Facebook page, which is now further integrated with the online library catalog.

### **Analysis:**

Through Leon County Solid Waste's Agreement with Waste Pro, funding is available to reclassify an existing part-time Social Media Liaison to a full-time Public Information Specialist position with a specific focus on enhancing communication efforts for the Office of Resource Stewardship. The position reclassification will be jointly funded from CMR and Resource Stewardship.

Much of the work of the Office of Resource Stewardship involves inspiring citizens and employees to adopt new behaviors and make informed decisions. To be successful in reaching these goals, educational and informational efforts should occur frequently and in diverse forms. These new opportunities require a diversification of skills and communication modes. Events such as the Citizen Engagement Series and Club of Honest Citizens often demonstrate that citizens desire more information about County programs and initiatives. Specific to the Office of Resource Stewardship, such programs include recycling, solid waste services, sustainability, and community gardening efforts.

To answer these needs, staff recommends further enhancing the Social Media Liaison part-time position to include responsibilities specific to the Office of Resource Stewardship, while defining the position as a Public Information Specialist with a focus on Resource Stewardship and digital communications. By broadening the role of the Social Media Liaison, the organization receives the expertise and direct supervision of Community and Media Relations as well as diversifying the skill set associated with the Office of Resource Stewardship as staff continues to develop and expand the community outreach program.

**Options:**

1. Approve the reclassification of the existing part-time Social Media Liaison position to a full-time Public Information Specialist position to Enhance Communication Efforts for the Office of Resource Stewardship.
2. Approve the Resolution and associated Budget Amendment Request (Attachment #1).
3. Do not approve the reclassification of the existing part-time Social Media Liaison position to a full-time Public Information Specialist position.
4. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachment:**

1. Resolution and associated Budget Amendment Request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2014/2015; 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 10th day of February, 2015.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley, 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 2014/2015 BUDGET AMENDMENT REQUEST

No: BAB15011  
Date: 1/27/2015

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 2/10/2015

County Administrator

Deputy County Administrator

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

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

### Request Detail:

#### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
401	471	534	54800	Promotional Activities	74,325	(28,640)	45,685
401	950	534	591001	Transfer To General Fund	-	28,640	28,640
<b>Subtotal:</b>						-	

#### Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
001	950	000	381401	Transfer From Fund 401	-	28,640	28,640
<b>Subtotal:</b>						28,640	

#### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
001	115	51250	513	Regular OPS Salaries and Wages	16,770	18,674	35,444
001	115	52100	513	FICA Taxes	42,130	3,615	45,745
001	115	52200	513	Retirement Contribution	51,002	1,970	52,972
001	115	52300	513	Life & Health Insurance	106,037	4,281	110,318
001	115	52400	513	Workers Compensation	1,010	100	1,110
<b>Subtotal:</b>						28,640	

### Purpose of Request:

This amendment transfers \$28,640 from the Solid Waste - Recycling program's Promotional Activities account to Strategic Initiatives - Community and Media Relations to reclassify a part-time Social Media Liaison position to a full-time Public Information Specialist. This amendment will allow the enhancement of the previously established Social Media Liaison position to include responsibilities specific to the Office of Resource Stewardship while also defining the position as a Public Information Specialist with focus on Resource Stewardship and digital communications. Waste Management provides \$35,000 in annual funding to Solid Waste Management for recycling education (waste management agreement).

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 #5**

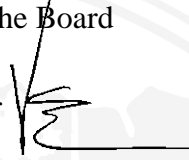


# Leon County Board of County Commissioners

## Cover Sheet for Agenda #5

February 10, 2015

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

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

**Title:** Approval of Payment of Bills and Vouchers Submitted for February 10, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 11 through March 9, 2015

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

**Fiscal Impact:**

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

**Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for February 10, 2015, and pre-approve the payment of bills and vouchers for the period of February 11 through March 9, 2015.

Title: Approval of Payment of Bills and Vouchers Submitted for February 10, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of February 11 through March 9, 2015

February 10, 2015

Page 2

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### **Report and Discussion**

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval February 10, 2015 and pre-approval of payment of bills and vouchers for the period of February 11 through March 9, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 10, 2015 meeting, the morning of Monday, February 9, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting the third and fourth Tuesdays in February nor the first Tuesday in March, it is advisable for the Board to pre-approve payment of the County's bills for February 11 through March 9, 2015, 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 February 10, 2015, and pre-approve the payment of bills and vouchers for the period of February 11 through March 9, 2015.
2. Do not approve the payment of bills and vouchers submitted for February 10, 2015, and do not pre-approve the payment of bills and vouchers for the period of February 11 through March 9, 2015.
3. Board direction.

#### **Recommendation:**

Option #1.

VSL/AR/SR/cc

**Leon County  
Board of County Commissioners**

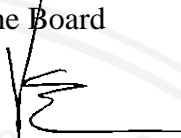
**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #6

February 10, 2015

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

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

**Title:** Approval of Agreement with the City of Tallahassee to Provide Street Sweeping Services

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works Dale Walker, Operations Director
<b>Lead Staff/ Project Team:</b>	Roshaunda Bradley, Assistant to the Public Works Director Jim Hazlip, Assistant Operations Director

**Fiscal Impact:**

This item has been budgeted and funding is available in the FY15 operating budget.

**Staff Recommendation:**

Option #1: Approve the Agreement with the City of Tallahassee to provide street sweeping services (Attachment #1), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

The City of Tallahassee has been providing street sweeping services to Leon County through mutual Agreement since 2006. The current agreement will expire February 28, 2015.

### **Analysis:**

The City has a proactive street sweeping program that routinely sweeps curbed street sections as a major component of the operation and maintenance of the City's streets. Street sweeping enhances the appearance of infrastructure and reduces the potential for pollution of lakes and other receiving water bodies from stormwater runoff.

The County has a limited inventory of curbed street sections, and, consequently, has no in-house street sweeping program. To ensure the benefits of enhanced appearance and reduction of pollution, as previously mentioned, County staff recommends contracting with the City to provide street sweeping services to 68.390 miles of infrastructure.

Should the Board adopt this Agreement, the County will pay \$85 per curb-mile swept, and an additional \$5,178 annually for the sweeping of the Transfer Station, for a total cost for FY15 of \$74,926. The Agreement is for a period of two years and may be renewed after the initial two years, for an additional two-year period.

### **Options:**

1. Approve the Agreement with the City of Tallahassee to provide street sweeping services (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement with the City of Tallahassee to provide street sweeping services.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Street Sweeping Agreement

## **STREET SWEEPING AGREEMENT**

between  
The City of Tallahassee, Florida  
and  
Leon County, Florida

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Tallahassee, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the CITY, and Leon County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

### WITNESSETH

WHEREAS, the CITY has a proactive street sweeping program that routinely sweeps curbed street sections as a major component of the operation and maintenance of the CITY's streets to enhance their appearance and to reduce the potential for pollution of lakes and other receiving water bodies from stormwater runoff, and;

WHEREAS, the COUNTY desires to have its curbed street sections within the City limits routinely swept, and;

WHEREAS, it is in the best interest of the public that both the CITY and the COUNTY provide the same level of street sweeping service within the City limits;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. The CITY shall routinely sweep, with mechanical street sweepers, all curbed street sections under the COUNTY's administrative jurisdiction within the City limits. These curbed street sections, including medians, shall be swept once monthly (twelve (12) times annually).

2. The work performed by the CITY shall be subject to periodic routine inspections by the COUNTY.
3. Exhibit "A" is the initial listing of curbed street sections, including medians, under the COUNTY's administrative jurisdiction covered by this Street Sweeping Agreement. Additionally, sweeping of the parking lot and roadway at the Transfer Station on Gum Road will be provided one time per week. It is understood between the parties hereto that any street covered by this Street Sweeping Agreement may be removed or adjusted at any time in the future as determined to be necessary by the COUNTY in order that the County road can be widened, altered or otherwise changed. The CITY shall be given sixty (60) calendar days to remove said street after which the COUNTY may remove said street. Further, the COUNTY may modify the streets covered by this Agreement during its term by adding additional street sections upon sixty (60) days written notice to the CITY and the CITY's written acceptance thereof.
4. The COUNTY, as compensation to the CITY for performance of these street sweeping services, shall pay the CITY at the rate of \$85 per curb-mile swept (\$69,757.80 annually initially) and \$5,167.76 annually for the additional sweeping of the Transfer Station, for a total cost of \$74,925.56 per year. Such compensation shall be payable quarterly in accordance with Paragraph 5 of the Agreement. In accord with Paragraph 3 above, the number of curb miles swept may be adjusted by the parties hereto during the duration of this Agreement by mutual written consent, in which case the total annual amount due at \$85.00 per curb mile shall be adjusted downward or upward accordingly on a pro-rata basis.
5. Invoices shall be submitted by the CITY for services rendered after each quarter ending in September, December, March, and June of each year. Lump sum payments by the COUNTY shall be made to the CITY on a quarterly basis within thirty (30) days after receipt of invoice.

6. This Street Sweeping Agreement may be terminated under any one of the following conditions:
- a. By the COUNTY, if the CITY fails to perform its duties under the terms of this Street Sweeping Agreement. If at any time it shall come to the attention of the COUNTY's Public Works Director that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Street Sweeping Agreement, the COUNTY's Public Works Director may at his option issue a written notice that a deficiency or deficiencies exists(s), by sending a certified letter in the care of Mr. Gabriel P. Menendez, P.E., Director of Public Works, 300 South Adams Street, Tallahassee, FL 32301-1731, to place said CITY on Notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the COUNTY may at its option terminate this Street Sweeping Agreement following ten (10) days written notice.
  - b. By the CITY, if the COUNTY fails to perform its duties under this Street Sweeping Agreement and fails to make timely payments in accordance with paragraph 5. The CITY's Public Works Director may issue a written notice of late or nonpayment by sending a certified letter in the care of Mr. Tony Park, P.E., Public Works Director, 2280 Miccosukee Road, Tallahassee, FL 32308, to place said COUNTY on Notice thereof. Thereafter, the COUNTY shall have a period of ten (10) calendar days to make payment. If payment is not made within this time period, the CITY may at its option terminate this Street Sweeping Agreement following ten (10) days written notice.



- c. By either party following sixty (60) calendar days written notice.
  - d. By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
7. This Street Sweeping Agreement is for a period of two (2) years from the date of this agreement. This Street Sweeping Agreement may be renewed after the initial (2) year period, for an additional two (2) year period. Any renewal must be agreed upon by both parties in writing (30) days prior to the expiration of the existing agreement.
8. To the extent permitted by Section 768.28, Florida Statutes, and the Florida Constitution, the CITY agrees to indemnify and hold harmless the COUNTY from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the CITY, its delegates, agents, employees, or due to any act or occurrence of omission or commission of the CITY, including but not limited to costs and a reasonable attorney's fee. The COUNTY, may at its sole option, defend itself or allow the CITY to provide the defense. The CITY acknowledges that ten dollars (\$10.00) of the amount paid to the CITY is sufficient consideration for the CITY's indemnification of the COUNTY. The liability of the CITY, as set forth in this paragraph, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this paragraph shall be deemed to alter said waiver or to extend the liability of the CITY beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the CITY may be entitled.

9. The performance of COUNTY of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by the COUNTY or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

10. Conflict Resolution

10.1 The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, the date of occurrence (if known), and the proposed resolution, hereinafter referred to as the “Dispute Notice.”

10.2 Should the parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and the Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

- 10.3 If a dispute is not resolved by the foregoing steps within forty-five (45) days after the receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the “Mediation Notice”) to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.
- 10.4 If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
- a. Such arbitration shall be initiated by delivery, from one Party (the “Claimant”) to the other Party (the “Respondent”), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.
  - b. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection

to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

- c. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by their duly authorized representatives effective the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, FLORIDA

By: \_\_\_\_\_  
Vincent S. Long, County Administrator  
Leon County

By: \_\_\_\_\_  
Anita R. Favors Thompson, Manager  
City of Tallahassee

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

ATTEST:  
James O. Cooke, IV  
City Treasurer-Clerk  
City of Tallahassee

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

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

APPROVED AS TO FORM:  
City of Tallahassee Attorney's Office

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

By: \_\_\_\_\_  
Lewis E. Shelley, Esq.  
City Attorney

**EXHIBIT "A"**  
**COUNTY CONTRACT**  
**SWEEPING MILES: 68.39**

SITE	STREET NAME	FROM	TO	CURB MILES	START	FINISH
1	OLD BAINBRIDGE ROAD	BREVARD STREET	HIGH ROAD	2.020		
2	THARPE STREET	DEAD END WEST	MONROE STREET	6.330		
3	FRED GEORGE ROAD	MONROE STREET	OLD FRED GEORGE ROAD	2.544		
4	FRED GEORGE ROAD	MISSION ROAD INT. WEST	MISSION ROAD INT. EAST	0.437		
5	MERIDIAN ROAD	TIMBERLANE & MCCLAY RD.	CURB END	0.523		
6	LENNOX MILL ROAD	THOMASVILLE HIGHWAY	MOORES MILL ROAD	0.224		
7	PACES FERRY COURT	MOORES MILL ROAD	CUL DE SAC	0.085		
8	CENTERVILLE ROAD	200' EAST OF BUFORD CT.	200' NORTH OF SHAMROCK	6.091		
9	MICCOSUKEE ROAD	MERIDIAN STREET	CAPITAL CIRCLE N.E.	8.912		
10	GADSDEN STREET	GAINES STREET	THOMASVILLE ROAD	3.281		
11	CALHOUN STREET	GAINES STREET	THOMASVILLE ROAD	2.826		
12	MERIDIAN STREET	GAINES STREET	SUWANNEE STREET	0.300		
13	GAINES STREET	MONROE STREET	MERIDIAN STREET	0.432		
14	FRANKLIN BLVD.	TENNESSEE STREET	LAFAYETTE STREET	1.350		
15	LAFAYETTE STREET	MERIDIAN STREET	WINCHESTER DRIVE	2.630		
16	MAGNOLIA DRIVE	APPALACHEE PARKWAY	MERIDIAN STREET	0.645		
17	OLD ST. AUGUSTINE ROAD	BLAIR STONE & PAUL RUSSEL	CURB END EAST OF CAPITAL CR	0.647		
18	BLAIR STONE ROAD	APALACHEE PARKWAY	ORANGE AVENUE	5.152		
19	SPRINGHILL ROAD	LAKE BRADFORD ROAD	SPRINGHILL ROAD	0.863		
20	ORANGE AVENUE	MONROE STREET	BLAIR STONE ROAD	6.929		
21	TRAM RD.	MONROE STREET	CURB END EAST OF CAPITAL CR	1.520		
22	BUCKLAKE RD	MAHAN DR.	PEDRICK RD	5.490		
23	PEDRICK RD	at BUCKLAKE RD	at MAHAN DR	0.398		
24	ACADIAN BLVD.	WEEMS RD.	FALLSCHASE PARKWAY	1.669		
25	OX BOTTOM RD	CURB END EAST OF KERRY FOREST	CURB END WEST OF KERRY FOREST	0.697		
26	BRADFORDVILLE ROAD	THOMASVILLE HIGHWAY	CURB END EAST	1.654		
27	BANNERMAN ROAD	THOMASVILLE HIGHWAY	CURB END WEST	1.386		
28	BANNERMAN ROAD	at BULL HEADLEY		0.322		
29	FALLSCHASE PARKWAY	ACADIAN BLVD.	BUCKLAKE RD	0.928		
30	TIMBERLANE RD	GILCHRIST ELEMENTARY SCHOOL	WOODLEY RD	0.853		
31	TIMBERLANE SCHOOL RD	TIMBERLANE RD	END OF CURB SOUTH	0.101		
32	BEECH RIDGE TR EXT	BANNERMAN RD	KINHEGA DR	1.151		
	TOTAL MILES:			68.390		

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

February 10, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator   
Herbert W.A. Thiele, County Attorney

Title: Approval of Revised Interlocal Agreement with City of Tallahassee to Provide Stormwater Management Capacity at the Broadmoor Facilities

County Administrator Review and Approval	Vincent S. Long, County Administrator
County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works
Lead Staff/ Project Team:	Katherine Burke, P.E., Director of Engineering Services Theresa Heiker, P.E., Stormwater Management Coordinator Daniel J. Rigo, Assistant County Attorney

**Fiscal Impact:**

This item has a fiscal impact. The estimated annual maintenance expense for the Broadmoor Pond is \$5,000. The City of Tallahassee will provide \$20,000 for the proportionate share for 20 years of maintenance. Appropriation will be added to the stormwater maintenance when the facility becomes operational, currently estimated in FY 2016.

**Staff Recommendation:**

- Option #1: Approve the revised Interlocal Agreement with the City of Tallahassee to reserve stormwater management capacity at the Broadmoor Facilities, and authorize the County Administrator to execute the Agreement (Attachment #1).
- Option #2: Authorize County Administrator to accept conveyance of the Broadmoor Facilities from Blueprint 2000 when the Capital Circle NW/SW construction is complete.

## **Report and Discussion**

### **Background:**

This item seeks the Board's approval of a revised Interlocal Agreement for Reservation of Stormwater Management Capacity and Use and Maintenance of the Broadmoor Facilities that was previously approved in its original form by the Board at its regular meeting on November 13, 2012 (Attachment #2). It was anticipated that the City Commission would also approve the original Agreement in November 2012, but questions arose concerning the City's proposed obligation to reimburse the County for certain costs that may occur.

In paragraph 4 of the original Agreement, it was proposed that the City reimburse the County for one-half of any costs incurred by the County as a result of compliance with the requirements imposed by any wildlife management programs of the Federal Aviation Administration including, but not limited to, the requirement to construct or install additional fencing, netting, or other such devices designed to make the stormwater facility less attractive to birds and other wildlife. Since the date of the Board's approval of the original Agreement, it has been determined that Blueprint 2000 will be solely responsibility for any such costs to mitigate the wildlife hazard and, therefore, neither the City nor the County would need to incur those costs. The County recently confirmed that commitment in writing from the Blueprint 2000 Manager (Attachment #3).

### **Analysis:**

As a result of Blueprint 2000's commitment to pay any costs associated with mitigation of the wildlife safety hazard, the original Agreement has been revised to remove the language from paragraph 4 that would have obligated the City to reimburse the County for one-half of those costs. In addition, the original Agreement has been revised to update the language concerning the dispute resolution process utilized by the City and the County in its interlocal agreements.

### **Options:**

1. Approve the revised Interlocal Agreement with the City of Tallahassee to reserve stormwater management capacity at the Broadmoor Facilities and authorize the County Administrator to execute the Agreement (Attachment #1).
2. Authorize County Administrator to accept conveyance of the Broadmoor Facilities from Blueprint 2000 when the Capital Circle NW/SW construction is complete.
3. Do not approve the revised Interlocal Agreement with the City of Tallahassee to reserve stormwater management capacity at the Broadmoor Facilities.
4. Do not authorize County Administrator to accept conveyance of the Broadmoor Facilities from Blueprint 2000 when the Capital Circle NW/SW construction is complete.
5. Board direction.

### **Recommendation:**

Options #1 and #2.



Attachments:

1. Revised Interlocal Agreement for Reservation of Stormwater Management Capacity and Use and Maintenance of the Broadmoor Facilities
2. November 13, 2012 Agenda Request for Approval of original Agreement for Reservation of Stormwater Management Capacity and Use and Maintenance of the Broadmoor Facilities
3. January 9, 2015 letter from Charles Hargraves, P.E., Blueprint 200 Manager to Tony Park, P.E., Director, Public Works

**INTERLOCAL AGREEMENT FOR  
RESERVATION OF STORMWATER MANAGEMENT CAPACITY  
AND USE AND MAINTENANCE  
OF THE BROADMOOR FACILITIES**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (“City”), and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“County”). City and County are hereinafter collectively referred to as the “Parties.”

WHEREAS, Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency (“BluePrint”) owns certain property known as “Broadmoor” and more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof;

WHEREAS, BluePrint is constructing certain improvements on the Broadmoor property for stormwater management and mitigation in connection with construction of the Capital Circle Northwest-Southwest project;

WHEREAS, BluePrint will convey certain portions of the Broadmoor property to the City (“Substation Property”) and to the County (“Stormwater Facility”) as described respectively in Exhibits “B” and “C” attached hereto and made a part hereof;

WHEREAS, County Growth Management’s permitting the City’s development of the Substation Property requires allocation to the City of a portion of the Stormwater Facility stormwater management capacity; and

WHEREAS, the City and County desire to provide for the reservation of stormwater management capacity in the Stormwater Facility in compliance with *Leon County Code Section 10-4.305*, Regional/Multi-site Stormwater Management Facilities; Redevelopment Fee Option.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into and made a part of this Agreement.
2. Effective Date. This Interlocal Agreement shall become effective on the date the County accepts the conveyance of the Stormwater Facility from BluePrint (the “Effective Date”).
3. Perpetual Capacity for Stormwater Conveyance, Treatment, and Management. The County shall reserve capacity in the Stormwater Facility for stormwater conveyance, treatment, and management in the amount of One Hundred Forty-Three Thousand Thirty-Eight and 194/1,000 cubic feet (143,038.194 ft<sup>3</sup>) of stormwater volume for the benefit of the Substation

Property and the improvements constructed thereon. Such reservation shall be reflected in the Facility Operating Permit Capacity Accounting Record.

4. The City shall be obligated to pay the County a one-time maintenance fee in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) in consideration for the County's agreement to operate and maintain the Stormwater Facility for a term of twenty (20) years commencing on the Effective Date of this Interlocal Agreement.

5. (a) The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this Section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, date of occurrence (if known), and the proposed resolution, hereinafter referred to as the "Dispute Notice".

(b) Should the parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties they shall report their decision, in writing, to the City Commission and the Board of County Commissioners.

(c) If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.

(d) If a dispute is not resolved by the foregoing steps within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

(e) If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

(1) Such arbitration shall be initiated by delivery, from one Party (the “Claimant”) to the other Party (the “Respondent”), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

(2) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

6. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Interlocal Agreement must be maintained in Tallahassee, Leon County, Florida.

7. Failure to insist upon strict compliance with any term, covenant or condition of this Interlocal Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Interlocal Agreement shall be deemed a waiver of that right or power at any other time.

8. This Interlocal Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

9. This Interlocal Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

10. Because of the unique nature of the relationship between the Parties and the terms of this Interlocal Agreement, neither Party hereto shall have the right to assign this Interlocal Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Interlocal Agreement, which consent shall not unreasonably be withheld.

11. This Interlocal Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Interlocal Agreement.

12. This Interlocal Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

13. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

14. A Party shall be excused from performance of an obligation under this Interlocal Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Interlocal Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

15. In the event of litigation between the Parties to construe or enforce the terms of this Interlocal Agreement or otherwise arising out of this Interlocal Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

16. It is intended that each Section of this Interlocal Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

17. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Interlocal Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
VINCENT S. LONG,  
COUNTY ADMINISTRATOR  
LEON COUNTY

APPROVED AS TO FORM:

By: \_\_\_\_\_  
HERBERT W.A. THIELE, Esq.  
COUNTY ATTORNEY

ATTEST:

\_\_\_\_\_  
BOB INZER  
CLERK OF THE CIRCUIT COURT  
LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
ANITA FAVORS THOMPSON  
CITY MANAGER  
CITY OF TALLAHASSEE

APPROVED AS TO FORM:

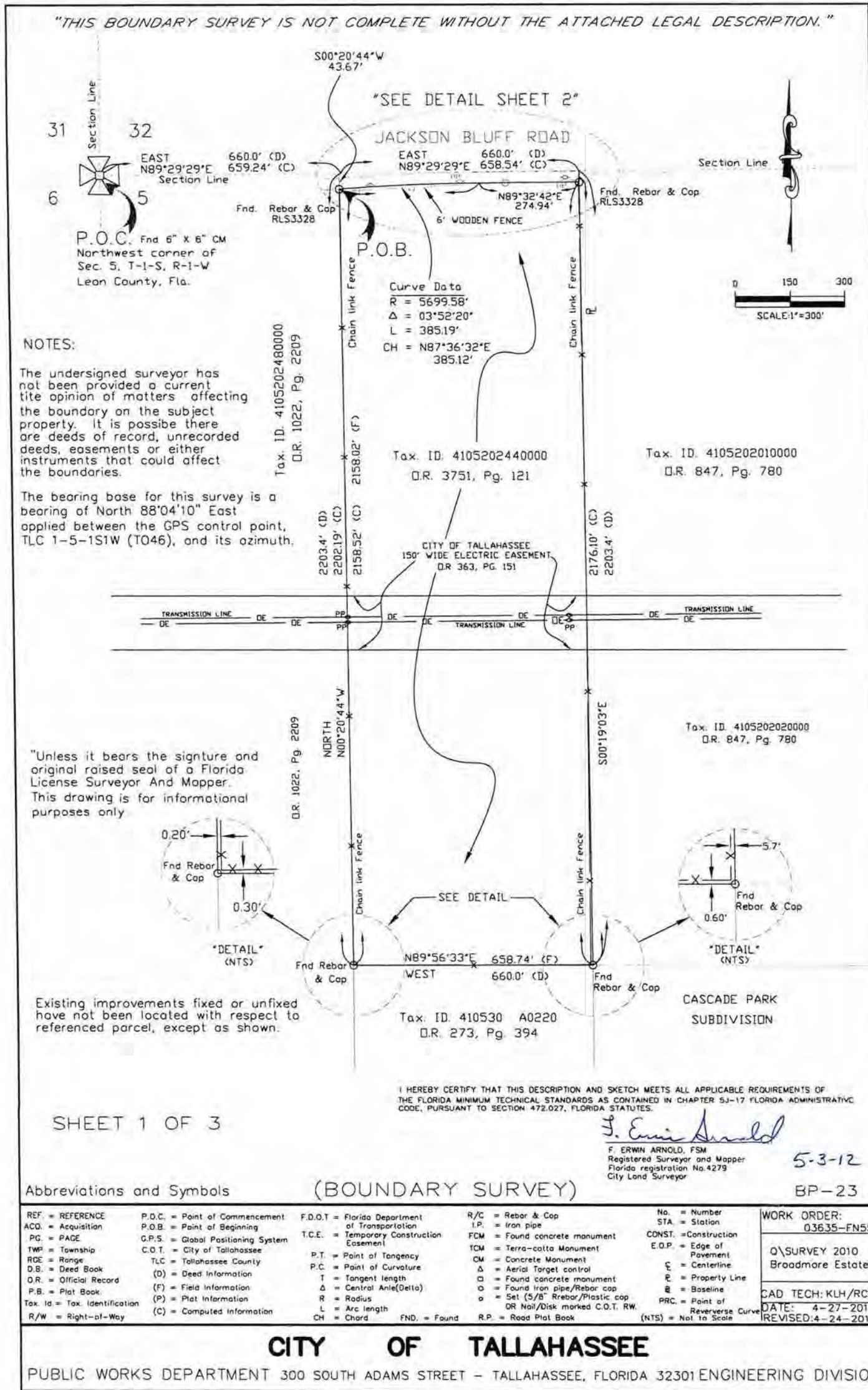
By: \_\_\_\_\_  
LEWIS E. SHELLEY, Esq.  
CITY ATTORNEY

ATTEST:

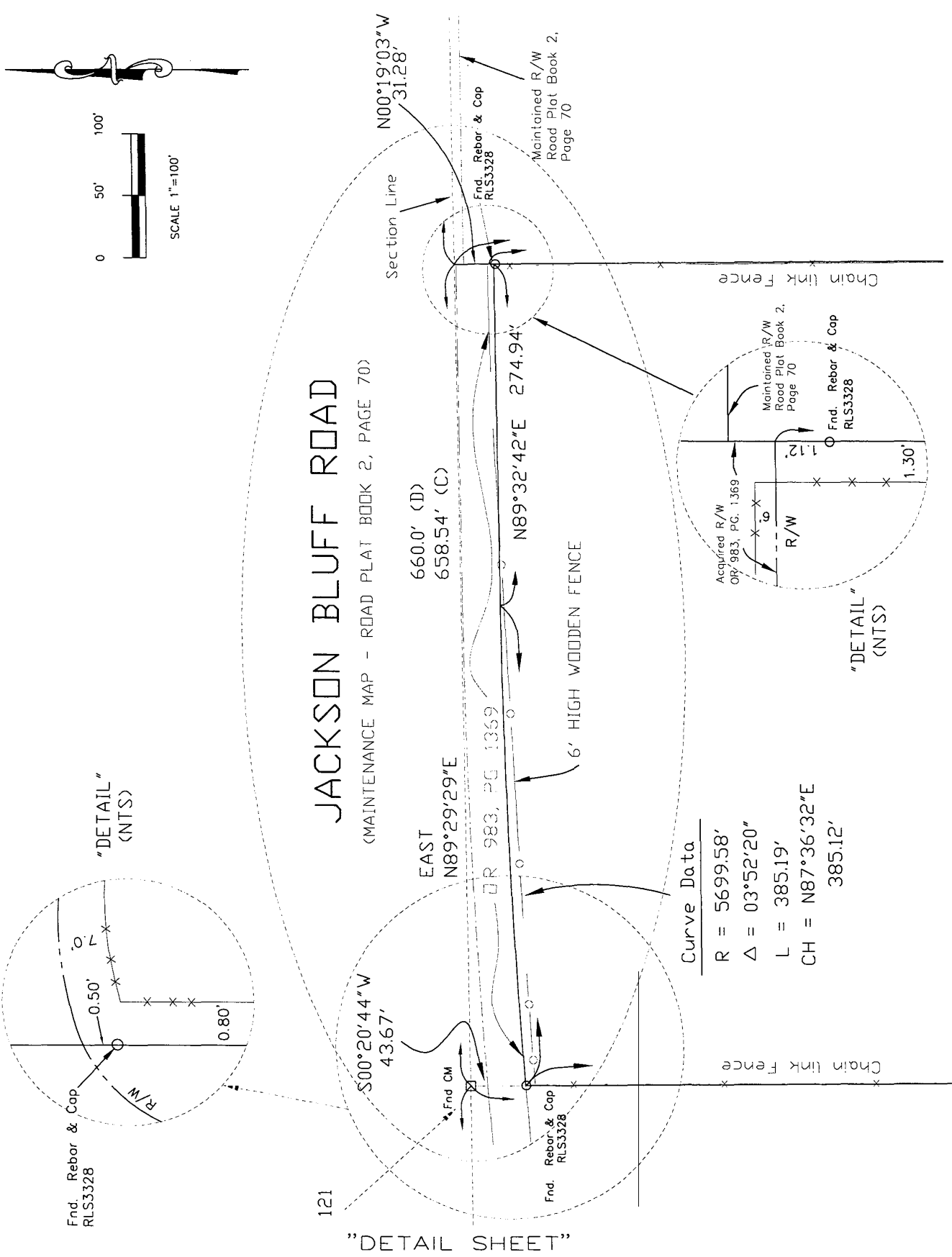
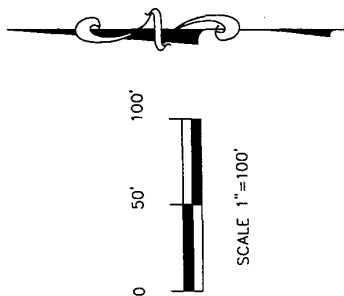
\_\_\_\_\_  
JAMES O. COOKE, IV  
CITY TREASURER-CLERK

# Exhibit "A"

"THIS BOUNDARY SURVEY IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION."



"THIS BOUNDARY SURVEY IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION."



Curve Data

R =	5699.58'
Δ =	03°52'20"
L =	385.19'
CH =	N87°36'32"E 385.12'

SHEET 2 OF 3 (BOUNDARY SURVEY)

Abbreviations and Symbols

REF. = REFERENCE	P.O.C. = Point of Commencement	F.D.O.T. = Florida Department of Transportation	R/C = Rebar & Cop	No. = Number
ACO. = Acquisition	P.O.B. = Point of Beginning	T.C.E. = Temporary Construction Easement	I.P. = Iron pipe	STA. = Station
PG. = PAGE	G.P.S. = Global Positioning System	P.T. = Point of Tangency	FCM = Found concrete monument	CONST. = Construction
TWP = Township	C.O.T. = City of Tallahassee	P.C. = Point of Curvature	TCM = Terra-cotta Monument	E.O.P. = Edge of Pavement
RGE = Range	TLC = Tallahassee County	T = Tangent length	CM = Concrete Monument	C = Centerline
D.B. = Deed Book	(D) = Deed Information	Δ = Central Angle(Delta)	Δ = Aerial Target control	R = Property Line
O.R. = Official Record	(F) = Field Information	R = Radius	□ = Found concrete monument	B = Base line
P.B. = Plat Book	(P) = Plat Information	L = Arc length	○ = Found Iron pipe/Rebar cap	PRC. = Point of Reverse Curve
Tax. Id. = Tax Identification	(C) = Computed Information	CH = Chord	○ = Set (5/8" Rebar/Plastic cap OR Nail/Disk marked C.O.T. RW.	(NTS) = Not to Scale
R/W = Right-of-Way		FND. = Found	R.P. = Road Plat Book	

BP-23

WORK ORDER:	03635-FN552
Q\SURVEY 2010	Broadmore Estate
CAD TECH: KLH/RCS	
DATE: 4-27-2011	
REVISED: 5-18-2011	

**CITY OF TALLAHASSEE**

PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION



**That property described in Official Record Book 3751, Page 121 of the Public Records of Leon County, Florida, as follows:**

**Beginning at the Northwest corner of Section 5, Township 1 South, Range 1 West, Leon County, Florida, thence East along said Section line a distance of 660.0 feet to the POINT OF BEGINNING: Thence continue East along Section line a distance of 660.0 feet, thence South a distance of 2203.4 feet, thence West a distance of 660.0 feet, thence North a distance of 2203.4 feet to the POINT OF BEGINNING, all being situated in Section 5, Township 1 South, Range 1 West, Leon County, Florida.**

**The description bearings are based on deed bearings as stated in Official Record Book 3751, Page 123 of the Public Records of Leon County, Florida.**

**The recorded description does not less out the 22,108 square feet falling within the maintained right-of-way of Jackson Bluff Road (Road Plat Book 2, Page 70).**

**Information for this description is based on documents of Public Record and a Boundary Survey of the subject property by this department dated 4-27-2011.**

**SHEET 3 OF 3**

Page A3 of 3

## Exhibit "B"



### BP23

A portion of that property described in Official Record Book 3751, Page 121 of the Public Records of Leon County, Florida; said portion being more particularly described as follows:

**COMMENCE** at the Northwest corner of Section 5, Township 1 South, Range 1 West, Leon County, Florida; thence, along the northerly boundary of said Section 5, North 89 degrees 29 minutes 29 seconds East 659.24 feet to the Northwest corner of that property described in Official Record Book 3751, Page 121 (subject property); thence, along the westerly boundary of said subject property, South 00 degrees 20 minutes 44 seconds East 1177.82 feet to an intersection with the northerly boundary of a 150 foot wide City of Tallahassee Electric Easement (OR 363, PG. 151); thence, along the northerly boundary of said electric easement, North 90 degrees 00 minutes 00 seconds East 15.00 feet to the **POINT OF BEGINNING**. From said **POINT OF BEGINNING**, thence, continue along said northerly boundary, North 90 degrees 00 minutes 00 seconds East 644.25 feet to an intersection with the easterly boundary of said subject property; thence, along said easterly boundary, South 00 degrees 19 minutes 03 seconds East 150.00 feet to an intersection with the southerly boundary of said electric easement; thence, along said southerly boundary, North 90 degrees 00 minutes 00 seconds West 259.18 feet; thence, leaving said southerly boundary, South 00 degrees 20 minutes 44 seconds East 395.00 feet; thence North 90 degrees 00 minutes 00 seconds West 385.00 feet; thence, 15 feet easterly of and parallel with the westerly boundary of subject property, North 00 degrees 20 minutes 44 seconds West 545.00 feet to the **POINT OF BEGINNING**; containing 5.71 acres (248,710 square feet), more or less.


Bearings are based on a grid bearing of North 88 degrees 04 minutes 10 seconds East between the GPS Control point TLC 1-5-1S1W (T046) and its Azimuth Mark.

Information for this description is based on documents of Public Record and a Boundary Survey of subject property by this department dated 4-27-2011.

A Title Opinion or abstract of matters affecting title or boundary of the subject property has not been provided the undersigned. It is possible there are deeds of record, unrecorded deeds, easements or other instruments, which could affect the boundaries.

The above description is graphically represented on the attached sketch of description and by reference incorporated herein, and is not complete without the attached sketch, and the attached sketch is not complete without the description.

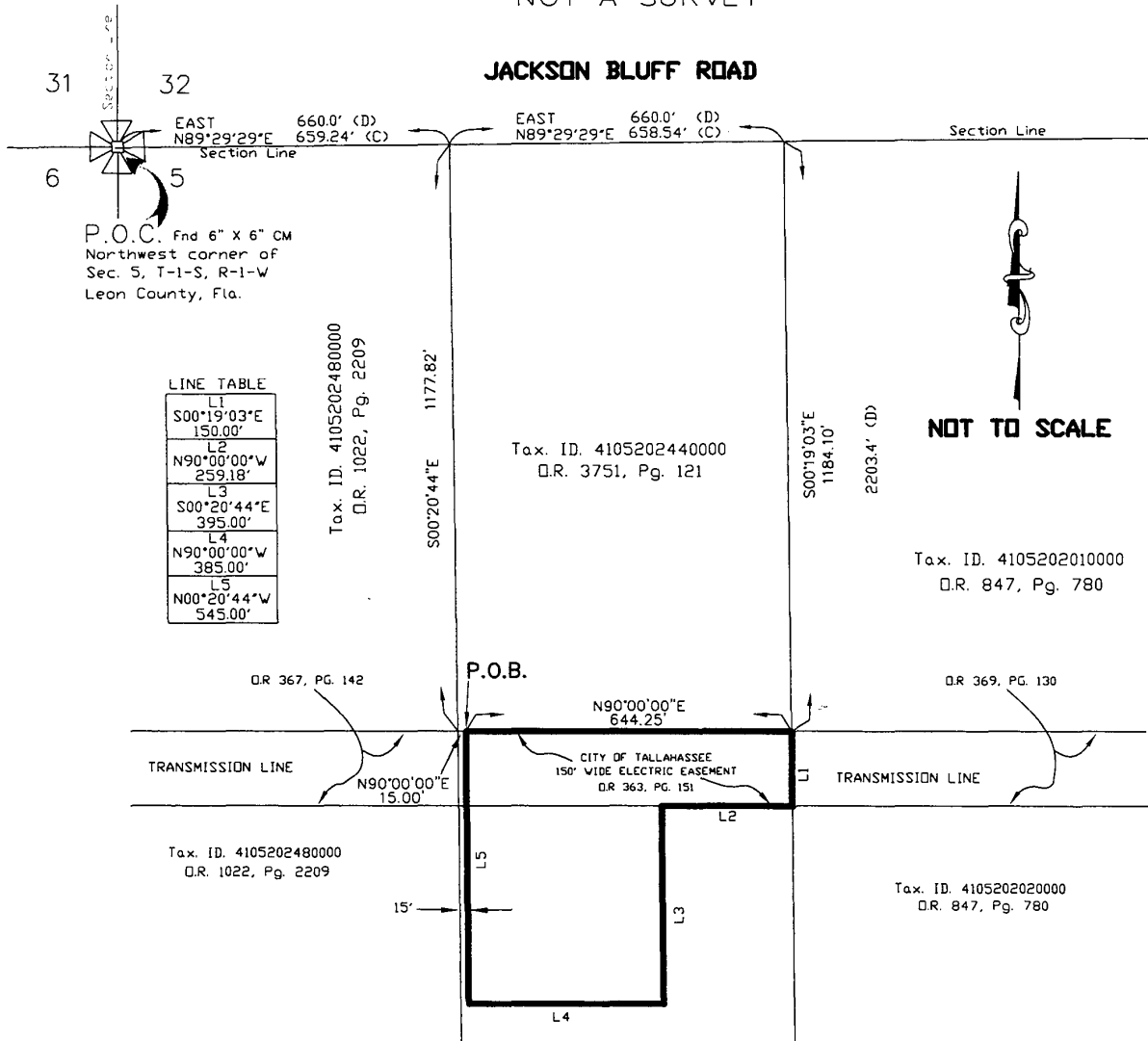
This description meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

  
F. ERWIN ARNOLD, FSM  
FLORIDA LICENSE NUMBER LS 4279

**THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE  
AND ORIGINAL RAISED SEAL OF THE SIGNING SURVEYOR.**

6-29-12

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SIGNING SURVEYOR.  
"NOT A SURVEY"



NOTES:  
ALL REFERENCES ARE TO THE PUBLIC RECORDS  
OF LEON COUNTY, FLORIDA.

THE BEARING BASE FOR THIS SURVEY IS A  
BEARING OF NORTH 88°04'10" East  
APPLIED BETWEEN THE GPS CONTROL POINT,  
TLC 1-5-1S1W (TO46), AND ITS AZIMUTH.

A TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY OF THE SUBJECT PROPERTY  
HAS NOT BEEN PROVIDED THE UNDERSIGNED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD,  
UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH MEETS ALL APPLICABLE REQUIREMENTS OF  
THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE  
CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

F. ERWIN ARNOLD, FSM  
Registered Surveyor and Mapper  
Florida registration No.4279  
City Land Surveyor

Abbreviations and Symbols

"NOT A SURVEY"  
(SKETCH OF DESCRIPTION)

BP-23

REF. = REFERENCE	P.O.C. = Point of Commencement	F.D.O.T = Florida Department of Transportation	R/C = Rebar & Cap	No. = Number	WORK ORDER: 03635-FN552
ACQ. = Acquisition	P.O.B. = Point of Beginning	T.C.E. = Temporary Construction Easement	I.P. = Iron pipe	STA. = Station	
PG. = PAGE	G.P.S. = Global Positioning System	P.T. = Point of Tangency	FCM = Found concrete monument	CONST. = Construction	Q\SURVEY 2010 Broadmore Estate
TWP = Township	C.O.T. = City of Tallahassee	P.C. = Point of Curvature	TCM = Terra-cotta Monument	E.O.P. = Edge of Pavement	
RGE = Range	TLC = Tallahassee County	T = Tangent length	CM = Concrete Monument	⊙ = Centerline	CAD TECH: RCS
D.B. = Deed Book	(D) = Deed Information	Δ = Central Angle(Delta)	Δ = Aerial Target control	ℙ = Property Line	
O.R. = Official Record	(F) = Field Information	R = Radius	○ = Found concrete monument	ℙ = Baseline	DATE: 10-10-2011
P.B. = Plat Book	(P) = Plat Information	L = Arc length	○ = Found iron pipe/Rebar cap	ℙ = Point of Reverse Curve	
Tax. Id. = Tax. Identification	(C) = Computed Information	CH = Chord	○ = Set (5/8" Rebar/Plastic cap OR Nail/Disk marked C.O.T. RW.	(NTS) = Not to Scale	
R/W = Right-of-Way		FND. = Found	R.P. = Road Plat Book		

**CITY OF TALLAHASSEE**

PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION

## Exhibit "C"

A portion of that property described in Official Record Book 3751, Page 121 of the Public Records of Leon County, Florida, said portion being more particularly described as follows:

COMMENCE at the Northwest corner of Section 5, Township 1 South, Range 1 West, Leon County, Florida; thence North 89 degrees 29 minutes 29 seconds East 659.24 feet, along the northerly boundary of said Section 5, to the northwest corner of that property described in Official Record Book 3751, Page 121 (subject property) of the Public Records of Leon County, Florida; thence, along the westerly boundary of said subject property, South 00 degrees 20 minutes 44 seconds East 43.67 feet to an intersection with the southerly maintained right-of-way of Jackson Bluff Road, and being the POINT OF BEGINNING. From said POINT OF BEGINNING thence South 00 degrees 20 minutes 44 seconds East 1134.57 feet to an intersection with the northerly boundary of a 150 foot wide City of Tallahassee Transmission Line Easement recorded in Official Record Book 363, Page 151; thence, along said northerly boundary, North 90 degrees 00 minutes 00 seconds East 659.25 feet to an intersection with the easterly boundary of said subject property; thence North 00 degrees 19 minutes 03 seconds West 1152.81 feet to an intersection with the aforementioned southerly maintained right-of-way boundary of Jackson Bluff Road; thence, along said southerly maintained right-of-way boundary, South 89 degrees 32 minutes 42 seconds West 274.94 feet to a point of curve concave to the left and having a radius of 5,699.58 feet; thence along said curve and said southerly maintained right-of-way boundary, through a central angle of 03 degrees 52 minutes 20 seconds for an arc distance of 385.19 feet (the chord of said curve bears North 87 degrees 36 minutes 32 seconds East for 385.12 feet) to the POINT OF BEGINNING; Containing 17.37 acres, more or less.

The description bearings are based on a grid bearing of North 88 degrees 04 minutes 10 seconds East between the GPS Control point TLS 1-5-1S1W (T046) and it's Azimuth Mark.

Information for this description is based on documents of Public Record and a Boundary Survey of the subject property by this department dated 4-27-2011.

This description is graphically represented on the attached sketch of description and by reference incorporated herein, and is not complete without the attached sketch, and the attached sketch is not complete without the description.

This description and sketch meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

 5-3-12

F. ERWIN ARNOLD, FSM  
FLORIDA LICENSE NUMBER LS 4279

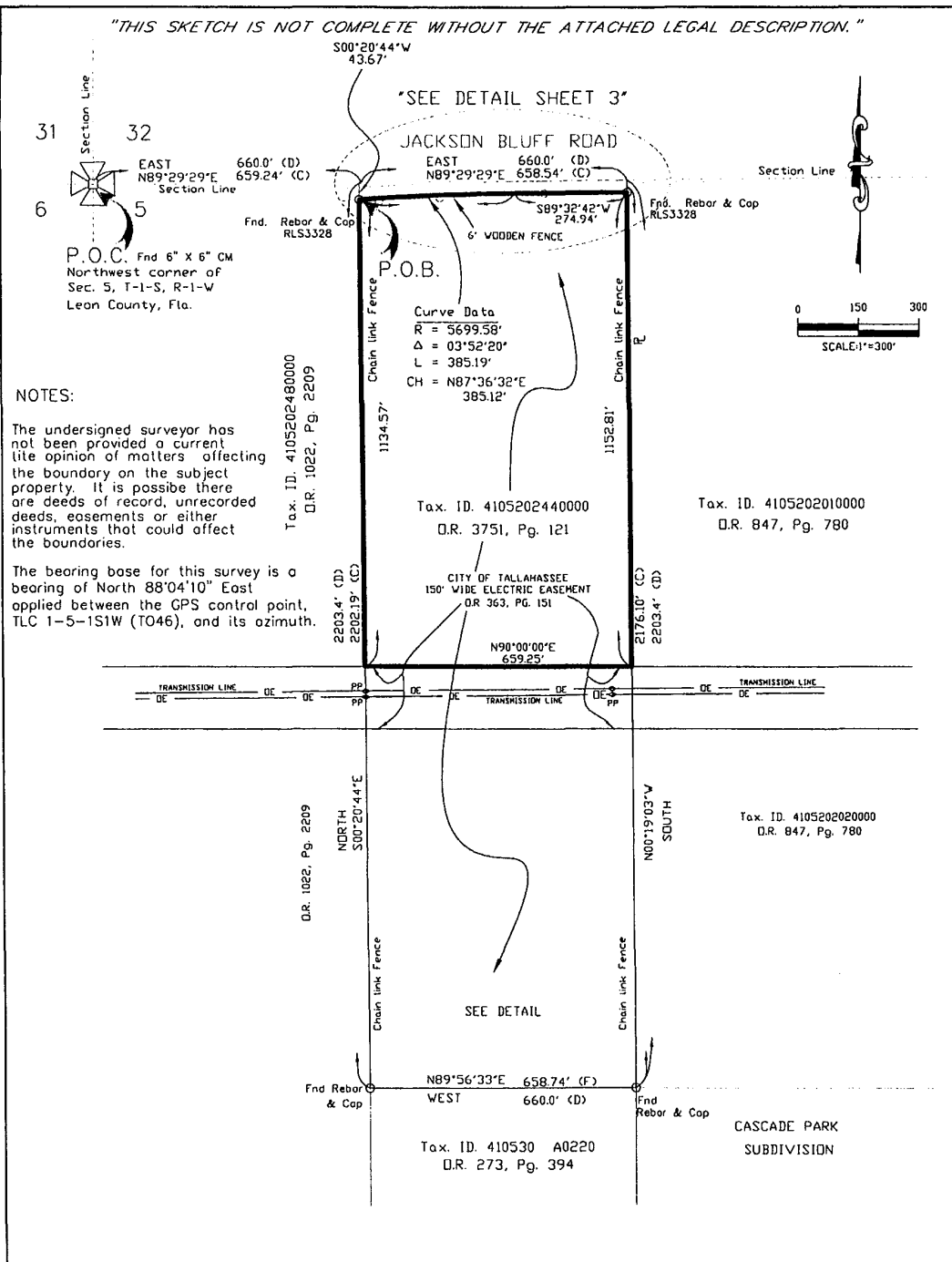
THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL  
OF THE SIGNING SURVEYOR.

SHEET 1 OF 3

Page C1 of 3

"THIS SKETCH IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION."

"SEE DETAIL SHEET 3"



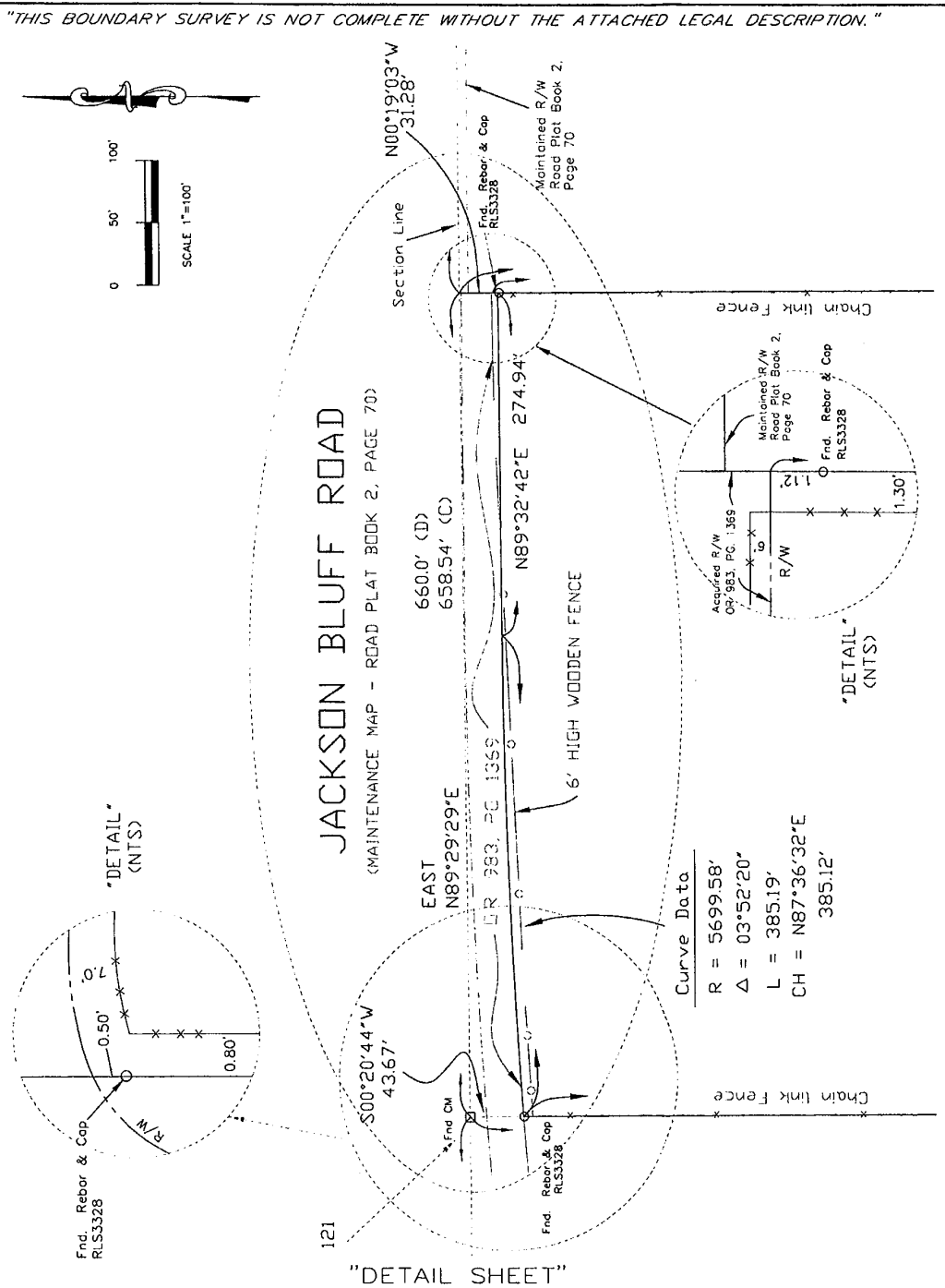
SHEET 2 OF 3

(SKETCH OF DESCRIPTION)

Abbreviations and Symbols		BP-23		
REF. = REFERENCE ACQ. = Acquisition PG. = PAGE TWP = Township RGE = Range D.B. = Deed Book O.R. = Official Record P.B. = Plat Book Tax. Id. = Tax Identification R/W = Right-of-Way	P.O.C. = Point of Commencement P.O.B. = Point of Beginning G.P.S. = Global Positioning System C.O.T. = City of Tallahassee T.C. = Tallahassee County (D) = Deed Information (F) = Field Information (P) = Plat Information (C) = Computed Information	F.D.O.T. = Florida Department of Transportation T.C.E. = Temporary Construction Easement P.T. = Point of Tangency P.C. = Point of Curvature T = Tangent length $\Delta$ = Central Angle(Delta) R = Radius L = Arc length Ch = Chord FND. = Found	R/C = Rebar & Cop I.P. = Iron pipe TCM = Found concrete monument TCM = Terra-cotta Monument CM = Concrete Monument $\Delta$ = Aerial Target control $\square$ = Found concrete monument $\circ$ = Found iron pipe/Rebar cop $\circ$ = Set (5/8" Rebar/Plastic cap OR Not/Disk marked C.O.T. RW. R.P. = Road Plat Book No. = Number STA. = Station CONST. = Construction E.O.P. = Edge of Pavement $\zeta$ = Centerline $\sigma$ = Property Line $\circ$ = Stake PRC. = Point of Reversal Curve (N/S) = Not to Scale	WORK ORDER: 03635-FN552  Q\SURVEY 2010 Broodmore Estate  CAD TECH: KLH/RCS DATE: 4-27-2011 REVISED: 5-3-2012

# CITY OF TALLAHASSEE

PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION



SHEET 3 OF 3 (BOUNDARY SURVEY) BP-23

Abbreviations and Symbols

REF. = REFERENCE	P.O.C. = Point of Commencement	F.D.O.T. = Florida Department of Transportation	R/C = Rebar & Cap	No. = Number
ACQ. = Acquisition	P.O.B. = Point of Beginning	I.C.E. = Temporary Construction Easement	I.P. = Iron pipe	STA. = Station
PG. = PAGE	C.P.S. = Global Positioning System	P.T. = Point of Tangency	FCM = Found concrete monument	CONST. = Construction
TWP = Township	C.O.T. = City of Tallahassee	P.C. = Point of Curvature	TCM = Terra-cotta Monument	E.O.P. = Edge of Pavement
RGE = Range	ILC = Tallahassee County	T = Tangent length	CM = Concrete Monument	CL = Centerline
D.B. = Deed Book	(D) = Deed Information	Δ = Central Angle (Delta)	Δ = Aerial Target control	PL = Property Line
O.R. = Official Record	(F) = Field Information	R = Radius	□ = Found concrete monument	BL = Baseline
P.B. = Plat Book	(P) = Plat Information	L = Arc length	○ = Found iron pipe/Rebar cap	PRC. = Point of Reverse Curve
Tax. id. = Tax Identification	(C) = Computed Information	CH = Chord	○ = Set (5/8\"/>	

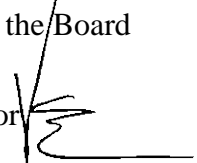
**CITY OF TALLAHASSEE**  
PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

November 13, 2012

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

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

**Title:** Approval of Agreement with City of Tallahassee to Provide Stormwater Management Capacity at the Broadmoor Facilities

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Tony Park, P.E. Director of Public Works and Community Development
<b>Lead Staff/ Project Team:</b>	Katherine Burke, P.E., Director of Engineering Services Theresa B. Heiker, P.E., Stormwater Management Coordinator

**Fiscal Impact:**

This item has a fiscal impact. The estimated annual maintenance expense for the Broadmoor Pond is \$5,000. The City of Tallahassee will provide \$20,000 for the proportionate share for 20 years of maintenance. Appropriation will be added to the stormwater maintenance when the facility becomes operational, currently estimated in FY 2016.

**Staff Recommendation:**

- Option # 1. Approve the Agreement with the City of Tallahassee to reserve stormwater management capacity at the Broadmoor Facilities and authorize the County Administrator to execute Agreement (Attachment #1).
- Option #2. Authorize County Administrator to accept conveyance of the Broadmoor Facilities from Blueprint 2000, when the Capital Circle NW/SW construction is complete.



## **Report and Discussion**

### **Background:**

Blueprint 2000 acquired the Broadmoor Mobile Home Park from the City of Tallahassee to construct stormwater management facilities for the upgraded Capital Circle NW/SW and State Road 20 roadways (Attachment #2 – Location map) Blueprint 2000 designed the Broadmoor Pond to manage runoff from other private and public property in the watershed, as well. The Blueprint philosophy favors construction of regional stormwater facilities whenever possible; however, the Florida Department of Transportation (FDOT) does not maintain regional facilities. Leon County will maintain the facilities after construction.

An existing City of Tallahassee electric transmission line separates the Broadmoor site into two large sections. The regional stormwater facility was designed to be built on the section between the electric transmission line and Jackson Bluff Road, leaving the rear section available for other uses. Blueprint 2000 agreed to transfer five acres of the rear section to the City of Tallahassee to develop a new electric substation, and to include stormwater management capacity for the new substation in the Broadmoor Pond. Since Leon County will be the operating agency for the stormwater facilities, an interlocal agreement between the City of Tallahassee and Leon County is necessary to address issues associated with the facility's future operation and maintenance.

### **Analysis:**

The Broadmoor Pond will be built on the land between the power line and Jackson Bluff Road. The pond will be developed for park use with full public access from Jackson Bluff Road. Fencing will prevent access to the subdivision on adjacent private land. The remaining land south of the power line and substation will be used for wetland mitigation. This wetland mitigation area was relocated from Gum Road at Leon County's request to implement the Gum Road Target Planning Area recommendation for additional flood attenuation (Attachment #3) Blueprint 2000 will transfer both the Broadmoor Pond and the wetland mitigation area to Leon County after completing the Capital Circle NW/SW project.

Leon County Code Section 10-4.305, "Regional/Multi-site Stormwater Management Facilities; Redevelopment Fee Option" establishes the process to obtain capacity in a public regional facility.

The Broadmoor Pond acquisition and construction costs are addressed in the Capital Circle NW/SW project. The only costs to be recovered by Leon County are the future operation and maintenance expenses for the pond.

The City of Tallahassee's pro-rata share of these future expenses is calculated to be \$20,000, over a 20-year period, based on operation of similar facilities by Leon County. A one-time payment will be made at the time of the Broadmoor Pond acceptance by Leon County.

An additional expense may result from wildlife management at the Broadmoor Pond. The Pond is located approximately 7,800 feet north of the Tallahassee Regional Airport. The Federal Aviation Administration will require action to be taken if Broadmoor Pond is determined to be a hazardous wildlife attractant in the future. Any costs associated with managing wildlife for the Airport operation will be shared equally between the City of Tallahassee and Leon County. These costs are not known at this time.

The Interlocal Agreement will become effective when Leon County accepts Broadmoor Pond for operation and maintenance. The acceptance will include a deed transferring ownership from Blueprint 2000 to Leon County. Leon County policy requires that a deed be accepted to be final.

The County Attorney's Office has reviewed the documents presented for form and legal sufficiency.

**Options:**

1. Approve the Agreement with the City of Tallahassee to reserve stormwater management capacity at the Broadmoor Facilities and authorize the County Administrator to execute Agreement.
2. Authorize County Administrator to accept conveyance of the Broadmoor Pond and wetland mitigation area from Blueprint 2000 when the Capital Circle NW/SW construction is complete.
3. Do not approve the execution of the Agreement with the City of Tallahassee to reserve stormwater management capacity at the Broadmoor Facilities.
4. Do not authorize the County Administrator to accept conveyance of the Broadmoor Pond and wetland mitigation area from Blueprint 2000.
5. Board direction.

**Recommendations:**

Options #1 and #2.

**Attachments:**

1. City of Tallahassee/Leon County Interlocal Agreement
2. Location Map
3. May 11, 2010 Agenda Item No. 14

VL/AR/TP/KB/TH/la

**INTERLOCAL AGREEMENT FOR  
RESERVATION OF STORMWATER MANAGEMENT CAPACITY  
AND USE AND MAINTENANCE  
OF THE BROADMOOR FACILITIES**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (“City”), and LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“County”). City and County are hereinafter collectively referred to as the “Parties.”

WHEREAS, Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency (“BluePrint”) owns certain property known as “Broadmoor” and more particularly described and depicted in Exhibit “A” attached hereto and made a part hereof;

WHEREAS, BluePrint is constructing certain improvements on the Broadmoor property for stormwater management and mitigation in connection with construction of the Capital Circle Northwest-Southwest project;

WHEREAS, BluePrint will convey certain portions of the Broadmoor property to the City (“Substation Property”) and to the County (“Stormwater Facility”) as described respectively in Exhibits “B” and “C” attached hereto and made a part hereof;

WHEREAS, County Growth Management’s permitting the City’s development of the Substation Property requires allocation to the City of a portion of the Stormwater Facility stormwater management capacity; and

WHEREAS, the City and County desire to provide for the reservation of stormwater management capacity in the Stormwater Facility in compliance with *Leon County Code Section 10-4.305*, Regional/Multi-site Stormwater Management Facilities; Redevelopment Fee Option.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into and made a part of this Agreement.
2. Effective Date. This Interlocal Agreement shall become effective on the date the County accepts the conveyance of the Stormwater Facility from BluePrint (the “Effective Date”).
3. Perpetual Capacity for Stormwater Conveyance, Treatment, and Management. The County shall reserve capacity in the Stormwater Facility for stormwater conveyance, treatment, and management in the amount of One Hundred Forty-Three Thousand Thirty-Eight and 194/1,000 cubic feet (143,038.194 ft<sup>3</sup>) of stormwater volume for the benefit of the Substation

Property and the improvements constructed thereon. Such reservation shall be reflected in the Facility Operating Permit Capacity Accounting Record.

4. The City shall be obligated to pay the County a one-time maintenance fee in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) in consideration for the County's agreement to operate and maintain the Stormwater Facility for a term of twenty (20) years commencing on the Effective Date of this Interlocal Agreement. In addition, the City shall be obligated to reimburse the County for one-half (1/2) of any and all costs incurred by the County as a result of compliance with the requirements imposed by any wildlife management programs of the Federal Aviation Administration, or any other such federal, state, or local agencies including, but not limited to, the requirement to construct or install additional fencing, netting, or other such devices designed to make the Stormwater Facility less attractive to birds and other wildlife. Such reimbursement shall be made no later than thirty (30) days after the City's receipt of the County's written request for reimbursement.

5. The Parties shall attempt to resolve any disputes that arise under this Interlocal Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Interlocal Agreement, as an alternative dispute resolution process is hereby encompassed within this Section. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

a. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within ten (10) days from the date the Dispute Notice is received, to discuss and resolve the dispute, unless such time is extended by mutual agreement of the Parties. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

b. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

c. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

d. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

e. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

f. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in commercial real estate and local government issues.

g. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

6. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Interlocal Agreement must be maintained in Tallahassee, Leon County, Florida.

7. Failure to insist upon strict compliance with any term, covenant or condition of this Interlocal Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Interlocal Agreement shall be deemed a waiver of that right or power at any other time.

8. This Interlocal Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

9. This Interlocal Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

10. Because of the unique nature of the relationship between the Parties and the terms of this Interlocal Agreement, neither Party hereto shall have the right to assign this Interlocal Agreement or any of its rights or responsibilities hereunder to any third Party without the express

written consent of the other Party to this Interlocal Agreement, which consent shall not unreasonably be withheld.

11. This Interlocal Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Interlocal Agreement.

12. This Interlocal Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

13. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

14. A Party shall be excused from performance of an obligation under this Interlocal Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Interlocal Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

15. In the event of litigation between the Parties to construe or enforce the terms of this Interlocal Agreement or otherwise arising out of this Interlocal Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

16. It is intended that each Section of this Interlocal Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

17. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Interlocal Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement as of the date first written above.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
VINCENT S. LONG,  
COUNTY ADMINISTRATOR  
LEON COUNTY

APPROVED AS TO FORM:

By: \_\_\_\_\_  
HERBERT W.A. THIELE, Esq.  
COUNTY ATTORNEY

ATTEST:

\_\_\_\_\_  
BOB INZER  
CLERK OF THE CIRCUIT COURT  
LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE

By: \_\_\_\_\_  
ANITA FAVORS THOMPSON  
CITY MANAGER  
CITY OF TALLAHASSEE

APPROVED AS TO FORM:

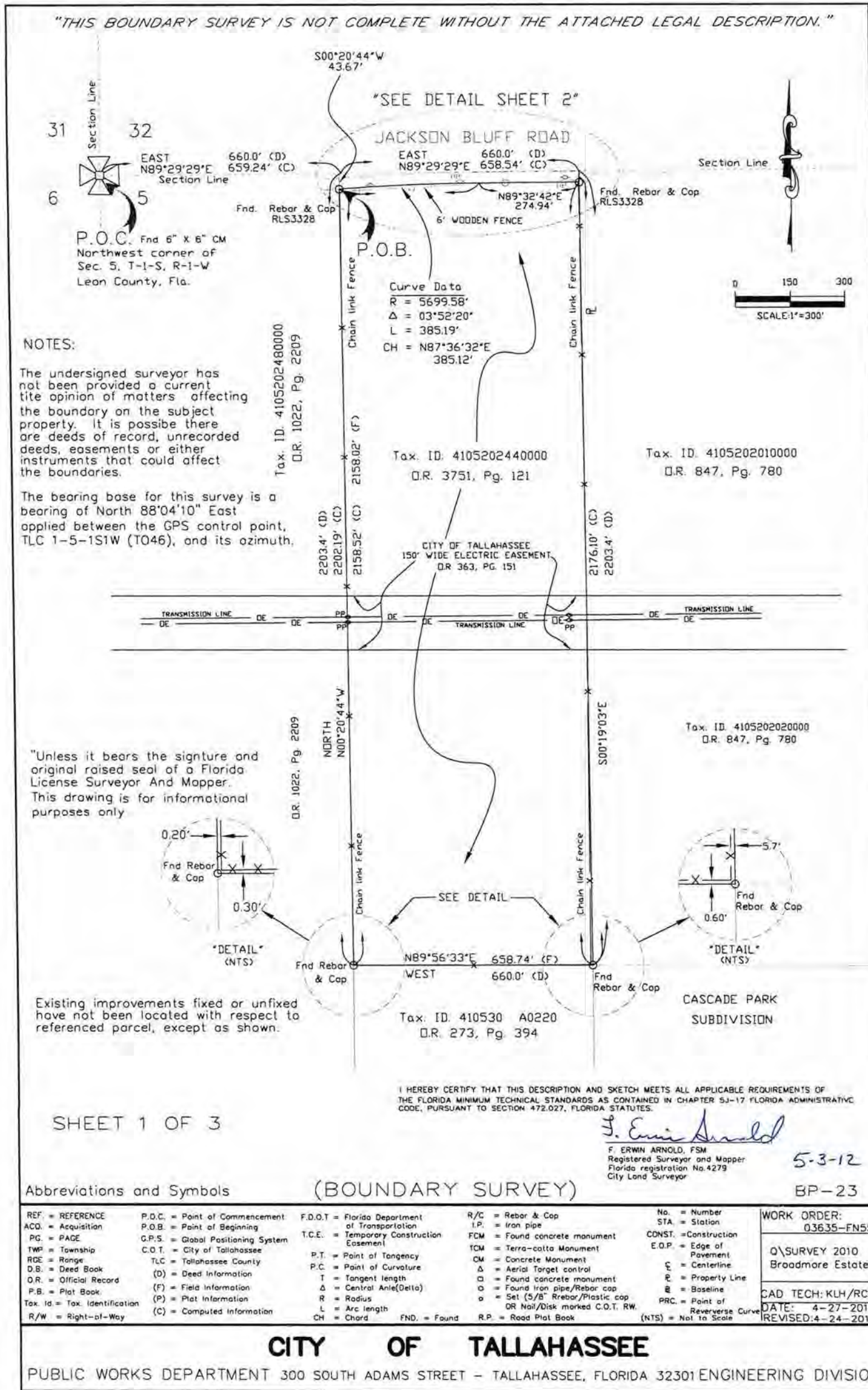
By: \_\_\_\_\_  
JAMES R. ENGLISH, Esq.  
CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
JAMES O COOKE, IV  
CITY TREASURER-CLERK

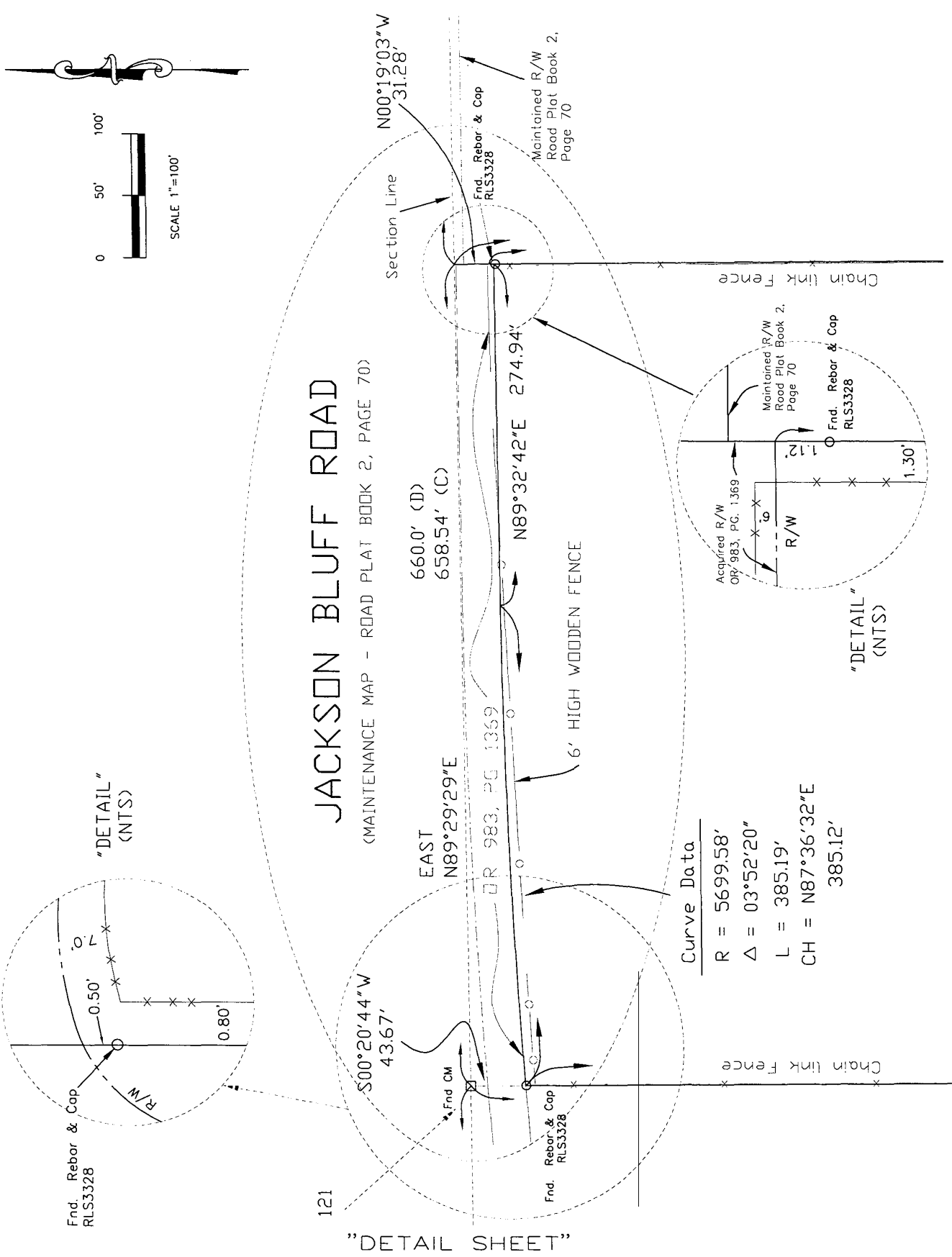
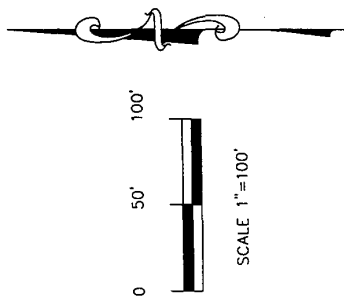
# Exhibit "A"

"THIS BOUNDARY SURVEY IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION."





"THIS BOUNDARY SURVEY IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION."



Curve Data

R =	5699.58'
Δ =	03°52'20"
L =	385.19'
CH =	N87°36'32"E 385.12'

SHEET 2 OF 3 (BOUNDARY SURVEY)

Abbreviations and Symbols

REF. = REFERENCE	P.O.C. = Point of Commencement	F.D.O.T. = Florida Department of Transportation	R/C = Rebar & Cop	No. = Number
ACQ. = Acquisition	P.O.B. = Point of Beginning	T.C.E. = Temporary Construction Easement	I.P. = Iron pipe	STA. = Station
PG. = PAGE	G.P.S. = Global Positioning System	P.T. = Point of Tangency	FCM = Found concrete monument	CONST. = Construction
TWP = Township	C.O.T. = City of Tallahassee	P.C. = Point of Curvature	TCM = Terra-cotta Monument	E.O.P. = Edge of Pavement
RGE = Range	TLC = Tallahassee County	T = Tangent length	CM = Concrete Monument	C = Centerline
D.B. = Deed Book	(D) = Deed Information	Δ = Central Angle(Delta)	Δ = Aerial Target control	R = Property Line
O.R. = Official Record	(F) = Field Information	R = Radius	□ = Found concrete monument	B = Base line
P.B. = Plat Book	(P) = Plat Information	L = Arc length	○ = Found Iron pipe/Rebar cap	PRC. = Point of Reverse Curve
Tax. Id. = Tax Identification	(C) = Computed Information	CH = Chord	○ = Set (5/8" Rebar/Plastic cap OR Nail/Disk marked C.O.T. RW.	(NTS) = Not to Scale
R/W = Right-of-Way		FND. = Found	R.P. = Road Plat Book	

BP-23

WORK ORDER:	03635-FN552
Q\SURVEY 2010	Broadmore Estate
CAD TECH: KLH/RCS	
DATE: 4-27-2011	
REVISED: 5-18-2011	

**CITY OF TALLAHASSEE**

PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET – TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION

**That property described in Official Record Book 3751, Page 121 of the Public Records of Leon County, Florida, as follows:**

**Beginning at the Northwest corner of Section 5, Township 1 South, Range 1 West, Leon County, Florida, thence East along said Section line a distance of 660.0 feet to the POINT OF BEGINNING: Thence continue East along Section line a distance of 660.0 feet, thence South a distance of 2203.4 feet, thence West a distance of 660.0 feet, thence North a distance of 2203.4 feet to the POINT OF BEGINNING, all being situated in Section 5, Township 1 South, Range 1 West, Leon County, Florida.**

**The description bearings are based on deed bearings as stated in Official Record Book 3751, Page 123 of the Public Records of Leon County, Florida.**

**The recorded description does not less out the 22,108 square feet falling within the maintained right-of-way of Jackson Bluff Road (Road Plat Book 2, Page 70).**

**Information for this description is based on documents of Public Record and a Boundary Survey of the subject property by this department dated 4-27-2011.**

**SHEET 3 OF 3**

Page A3 of 3

## Exhibit "B"



### BP23

A portion of that property described in Official Record Book 3751, Page 121 of the Public Records of Leon County, Florida; said portion being more particularly described as follows:

**COMMENCE** at the Northwest corner of Section 5, Township 1 South, Range 1 West, Leon County, Florida; thence, along the northerly boundary of said Section 5, North 89 degrees 29 minutes 29 seconds East 659.24 feet to the Northwest corner of that property described in Official Record Book 3751, Page 121 (subject property); thence, along the westerly boundary of said subject property, South 00 degrees 20 minutes 44 seconds East 1177.82 feet to an intersection with the northerly boundary of a 150 foot wide City of Tallahassee Electric Easement (OR 363, PG. 151); thence, along the northerly boundary of said electric easement, North 90 degrees 00 minutes 00 seconds East 15.00 feet to the **POINT OF BEGINNING**. From said **POINT OF BEGINNING**, thence, continue along said northerly boundary, North 90 degrees 00 minutes 00 seconds East 644.25 feet to an intersection with the easterly boundary of said subject property; thence, along said easterly boundary, South 00 degrees 19 minutes 03 seconds East 150.00 feet to an intersection with the southerly boundary of said electric easement; thence, along said southerly boundary, North 90 degrees 00 minutes 00 seconds West 259.18 feet; thence, leaving said southerly boundary, South 00 degrees 20 minutes 44 seconds East 395.00 feet; thence North 90 degrees 00 minutes 00 seconds West 385.00 feet; thence, 15 feet easterly of and parallel with the westerly boundary of subject property, North 00 degrees 20 minutes 44 seconds West 545.00 feet to the **POINT OF BEGINNING**; containing 5.71 acres (248,710 square feet), more or less.


Bearings are based on a grid bearing of North 88 degrees 04 minutes 10 seconds East between the GPS Control point TLC 1-5-1S1W (T046) and its Azimuth Mark.

Information for this description is based on documents of Public Record and a Boundary Survey of subject property by this department dated 4-27-2011.

A Title Opinion or abstract of matters affecting title or boundary of the subject property has not been provided the undersigned. It is possible there are deeds of record, unrecorded deeds, easements or other instruments, which could affect the boundaries.

The above description is graphically represented on the attached sketch of description and by reference incorporated herein, and is not complete without the attached sketch, and the attached sketch is not complete without the description.

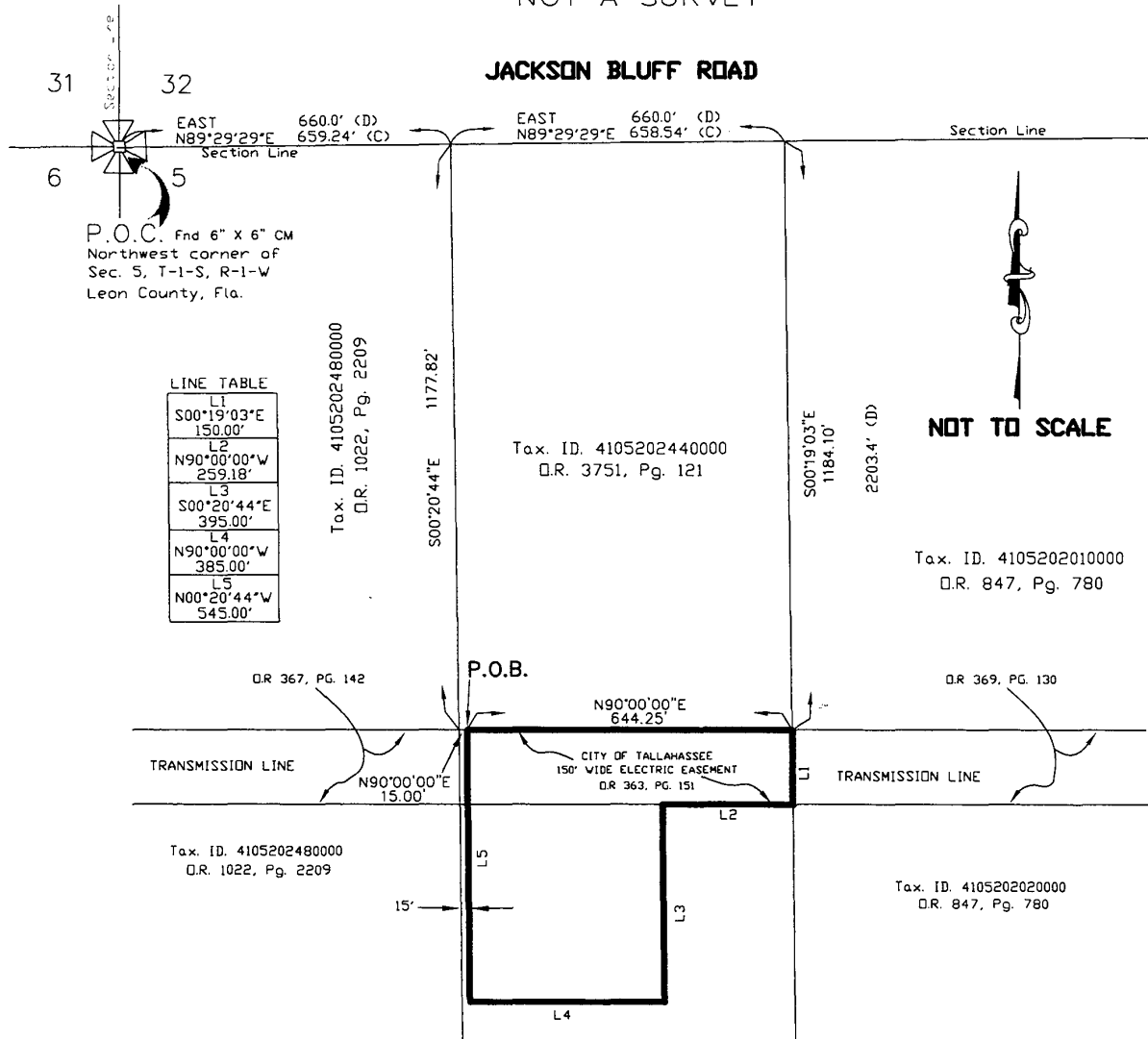
This description meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

  
F. ERWIN ARNOLD, FSM  
FLORIDA LICENSE NUMBER LS 4279

**THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE  
AND ORIGINAL RAISED SEAL OF THE SIGNING SURVEYOR.**

6-29-12

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SIGNING SURVEYOR.  
"NOT A SURVEY"



NOTES:  
ALL REFERENCES ARE TO THE PUBLIC RECORDS  
OF LEON COUNTY, FLORIDA.

THE BEARING BASE FOR THIS SURVEY IS A  
BEARING OF NORTH 88°04'10" East  
APPLIED BETWEEN THE GPS CONTROL POINT,  
TLC 1-5-1S1W (TO46), AND ITS AZIMUTH.

A TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY OF THE SUBJECT PROPERTY  
HAS NOT BEEN PROVIDED THE UNDERSIGNED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD,  
UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH MEETS ALL APPLICABLE REQUIREMENTS OF  
THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE  
CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

F. ERWIN ARNOLD, FSM  
Registered Surveyor and Mapper  
Florida registration No.4279  
City Land Surveyor

Abbreviations and Symbols

"NOT A SURVEY"  
(SKETCH OF DESCRIPTION)

BP-23

REF. = REFERENCE	P.O.C. = Point of Commencement	F.D.O.T = Florida Department of Transportation	R/C = Rebar & Cap	No. = Number	WORK ORDER: 03635-FN552
ACQ. = Acquisition	P.O.B. = Point of Beginning	T.C.E. = Temporary Construction Easement	I.P. = Iron pipe	STA. = Station	
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RGE = Range	TLC = Tallahassee County	P.C. = Point of Curvature	CM = Concrete Monument	¢ = Centerline	CAD TECH: RCS
D.B. = Deed Book	(D) = Deed Information	T = Tangent length	Δ = Aerial Target control	ℙ = Property Line	
O.R. = Official Record	(F) = Field Information	Δ = Central Angle(Delta)	○ = Found concrete monument	ℙ = Baseline	DATE: 10-10-2011
P.B. = Plat Book	(P) = Plat Information	R = Radius	○ = Found iron pipe/Rebar cap	ℙ = Point of Reverse Curve	
Tax. Id. = Tax. Identification	(C) = Computed Information	L = Arc length	○ = Set (5/8" Rebar/Plastic cap OR Nail/Disk marked C.O.T. RW.	(NTS) = Not to Scale	
R/W = Right-of-Way		CH = Chord	FND. = Found	R.P. = Road Plat Book	

**CITY OF TALLAHASSEE**

PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION

## Exhibit "C"

A portion of that property described in Official Record Book 3751, Page 121 of the Public Records of Leon County, Florida, said portion being more particularly described as follows:


COMMENCE at the Northwest corner of Section 5, Township 1 South, Range 1 West, Leon County, Florida; thence North 89 degrees 29 minutes 29 seconds East 659.24 feet, along the northerly boundary of said Section 5, to the northwest corner of that property described in Official Record Book 3751, Page 121 (subject property) of the Public Records of Leon County, Florida; thence, along the westerly boundary of said subject property, South 00 degrees 20 minutes 44 seconds East 43.67 feet to an intersection with the southerly maintained right-of-way of Jackson Bluff Road, and being the POINT OF BEGINNING. From said POINT OF BEGINNING thence South 00 degrees 20 minutes 44 seconds East 1134.57 feet to an intersection with the northerly boundary of a 150 foot wide City of Tallahassee Transmission Line Easement recorded in Official Record Book 363, Page 151; thence, along said northerly boundary, North 90 degrees 00 minutes 00 seconds East 659.25 feet to an intersection with the easterly boundary of said subject property; thence North 00 degrees 19 minutes 03 seconds West 1152.81 feet to an intersection with the aforementioned southerly maintained right-of-way boundary of Jackson Bluff Road; thence, along said southerly maintained right-of-way boundary, South 89 degrees 32 minutes 42 seconds West 274.94 feet to a point of curve concave to the left and having a radius of 5,699.58 feet; thence along said curve and said southerly maintained right-of-way boundary, through a central angle of 03 degrees 52 minutes 20 seconds for an arc distance of 385.19 feet (the chord of said curve bears North 87 degrees 36 minutes 32 seconds East for 385.12 feet) to the POINT OF BEGINNING; Containing 17.37 acres, more or less.

The description bearings are based on a grid bearing of North 88 degrees 04 minutes 10 seconds East between the GPS Control point TLS 1-5-1S1W (T046) and it's Azimuth Mark.

Information for this description is based on documents of Public Record and a Boundary Survey of the subject property by this department dated 4-27-2011.

This description is graphically represented on the attached sketch of description and by reference incorporated herein, and is not complete without the attached sketch, and the attached sketch is not complete without the description.

This description and sketch meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

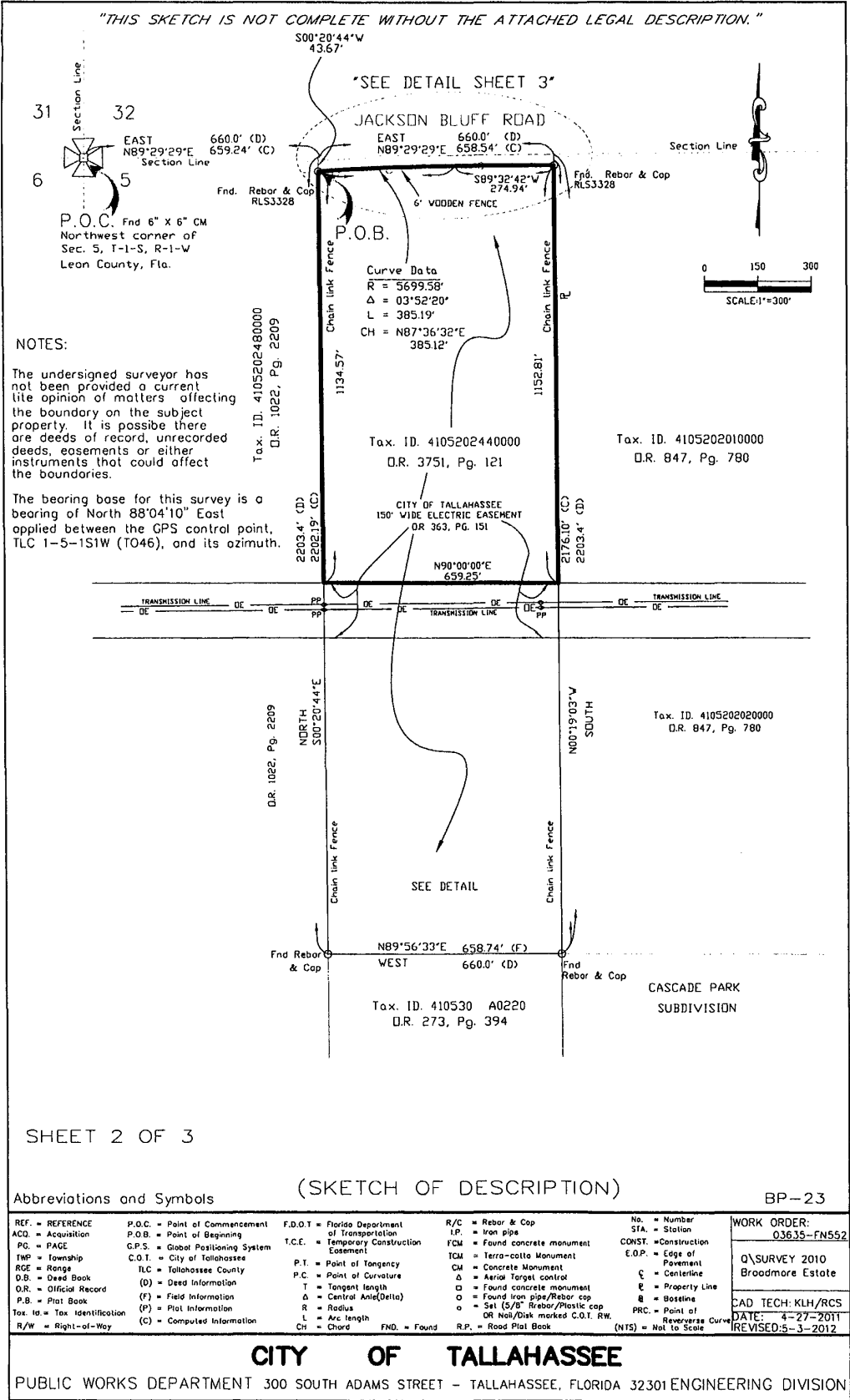
 5-3-12

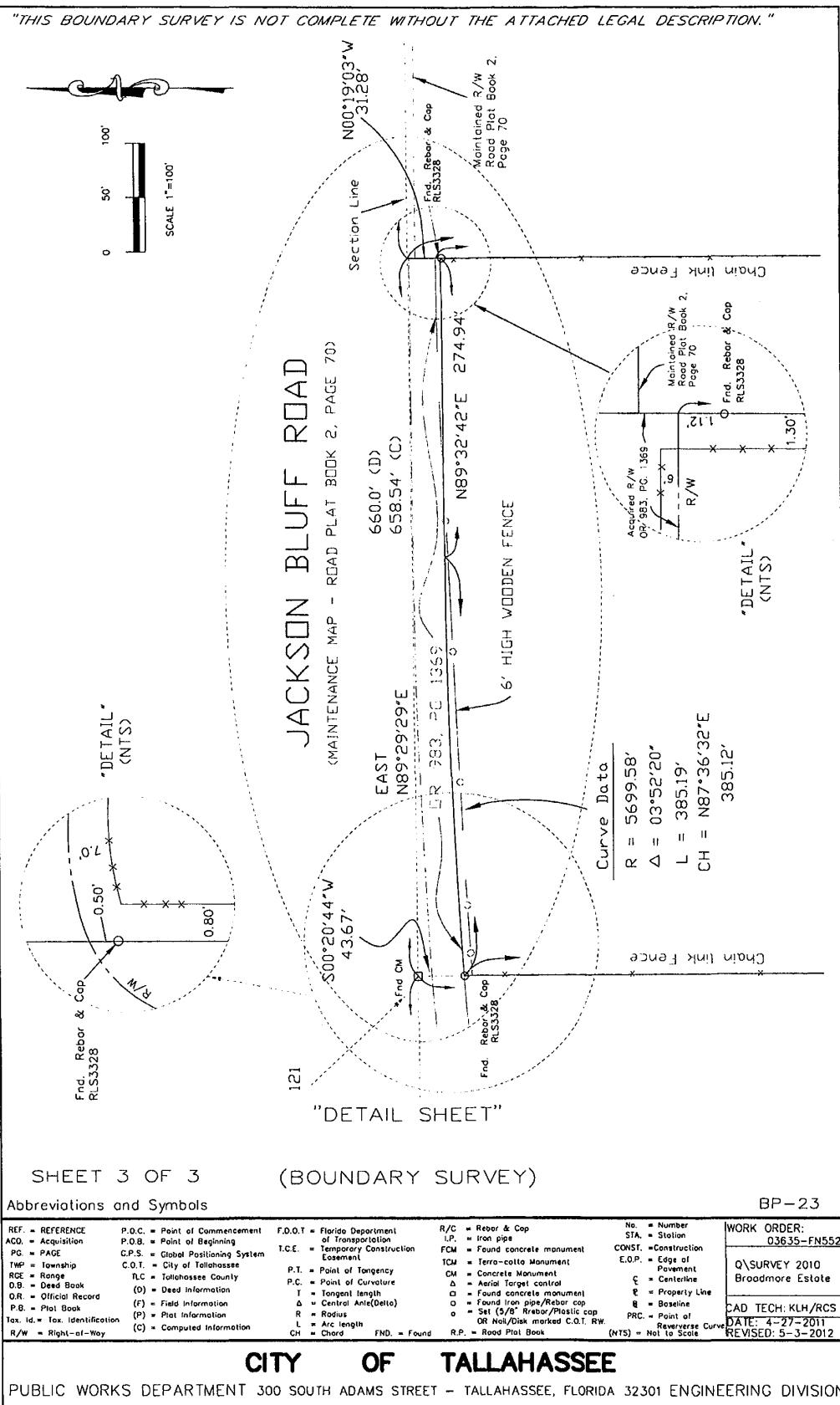
F. ERWIN ARNOLD, FSM  
FLORIDA LICENSE NUMBER LS 4279

THIS DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE SIGNING SURVEYOR.

SHEET 1 OF 3

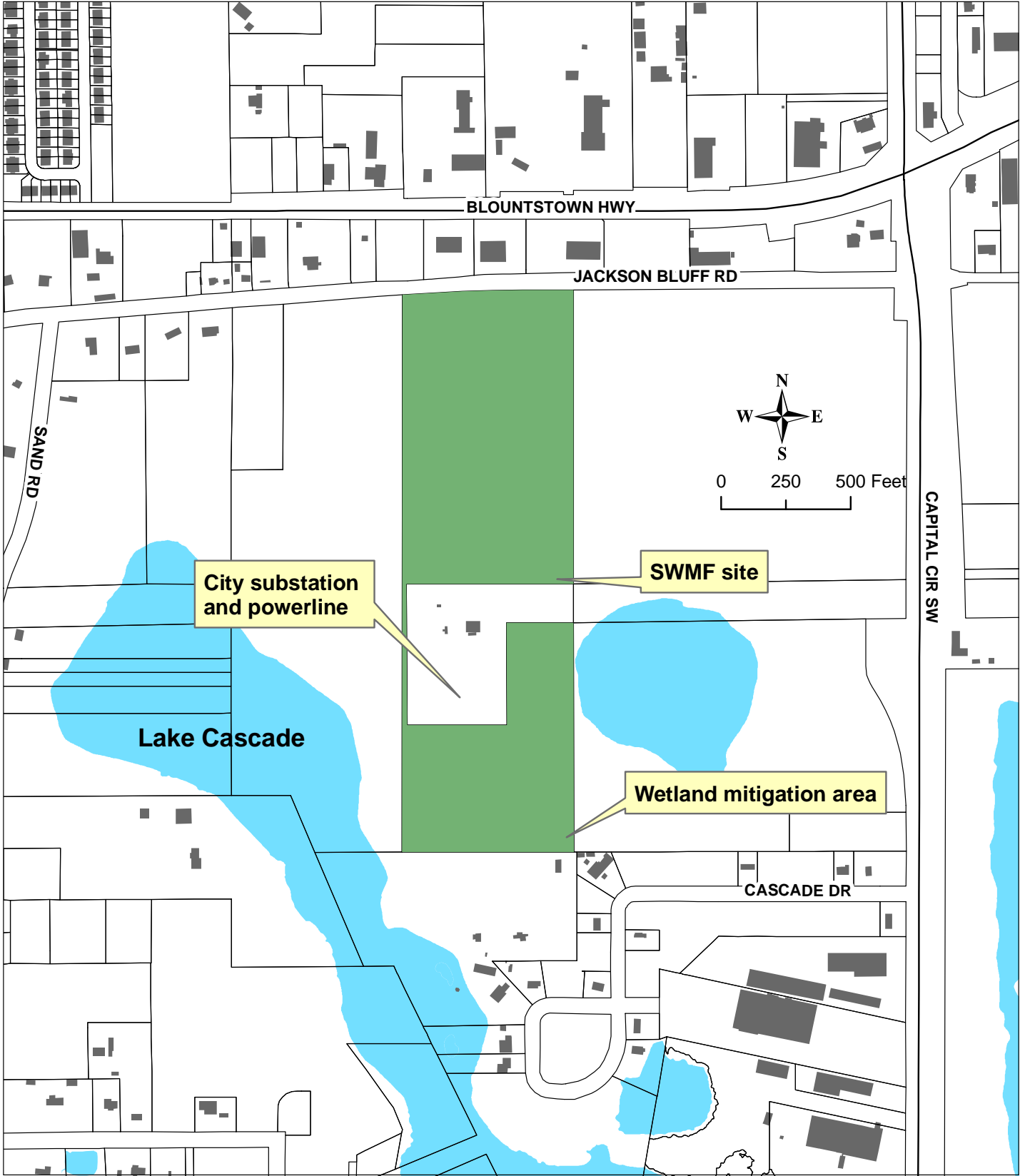
Page C1 of 3

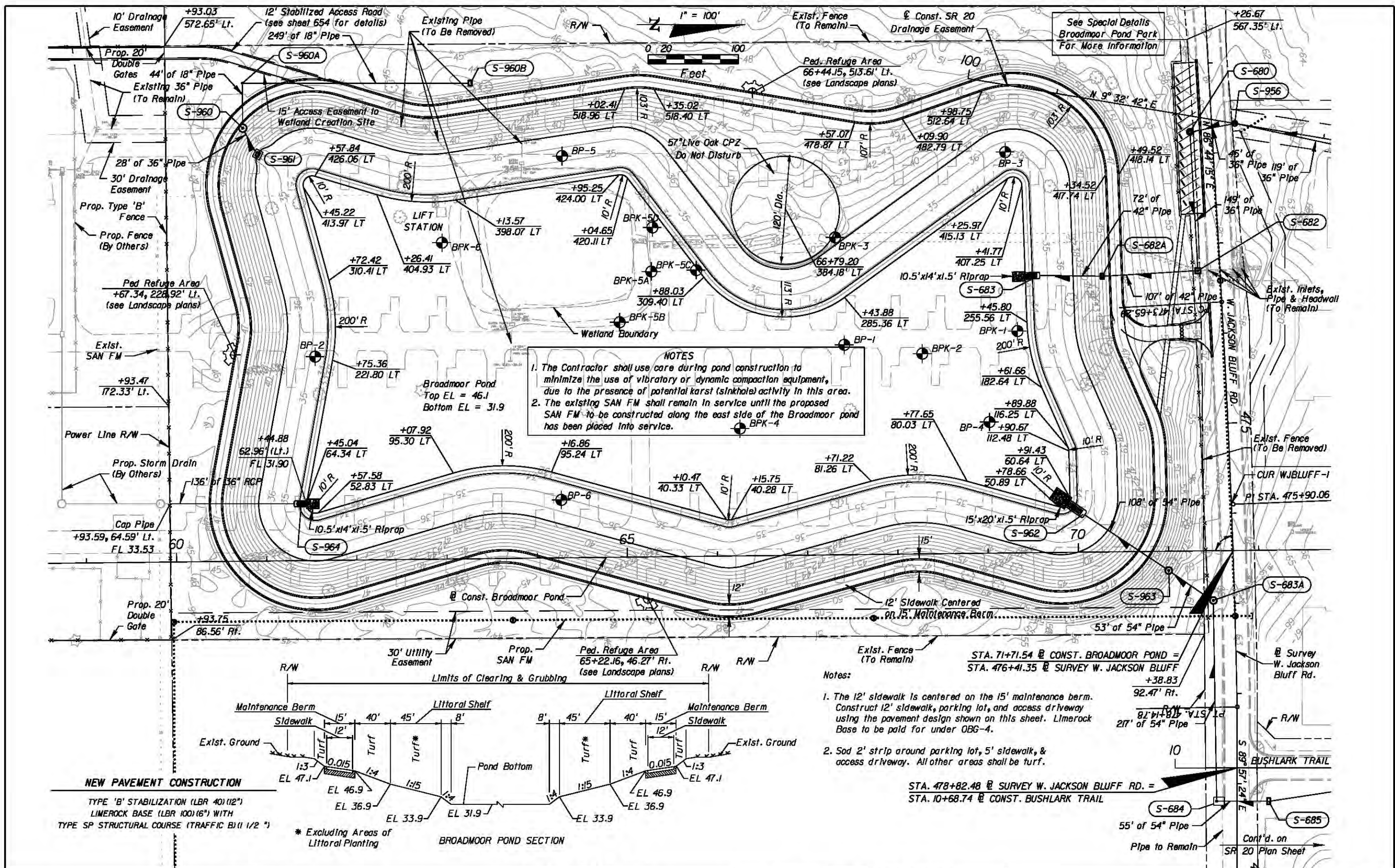






# Broadmoor Parcel Location Map

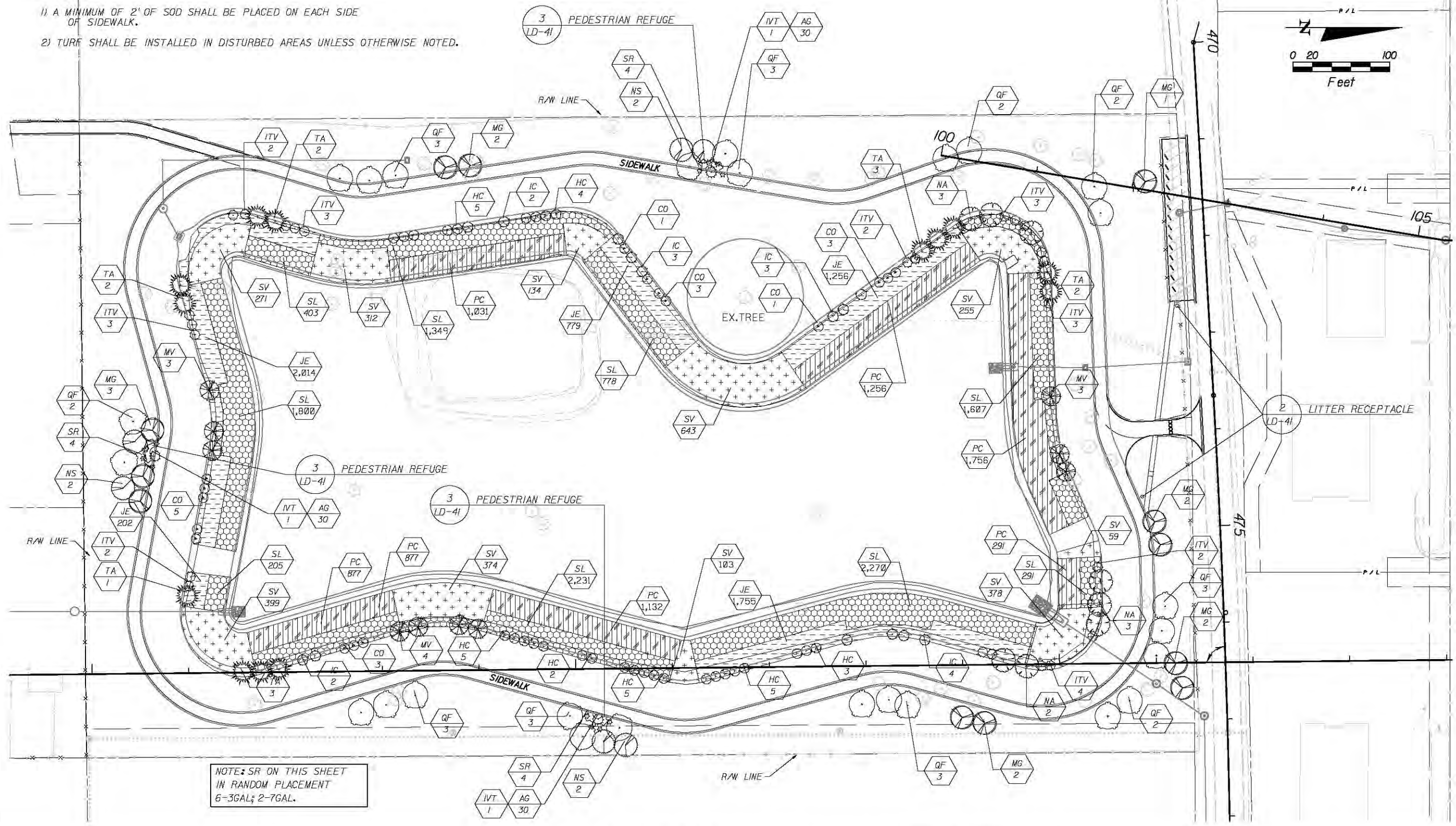




REVISIONS						LOCHNER	CITY OF TALLAHASSEE - LEON COUNTY <b>BLUEPRINT 2000</b> INTERGOVERNMENTAL AGENCY & BEYOND	DETENTION POND <b>BROADMOOR POND</b>			SHEET NO. 347
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						2940 EAST PARK AVENUE, SUITE 200 TALLAHASSEE, FLORIDA 32301 FBPR CERTIFICATE OF AUTH. # 894 NATALIE BETZ ZIERDEN, P.E. # 56993	263	LEON	415782-7-58-01 415782-8-58-01	Posted at 5:00 p.m. on February 2, 2015	

NOTES:

- 1) A MINIMUM OF 2' OF SOD SHALL BE PLACED ON EACH SIDE OF SIDEWALK.
- 2) TURF SHALL BE INSTALLED IN DISTURBED AREAS UNLESS OTHERWISE NOTED.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ATKINS**  
 2639 N. Monroe Street, Bldg. C Tallahassee, Florida 32303  
 FBPE Certificate of Authorization No. 24  
 Robert L. Farley, R.L.A. LA6666894

CITY OF TALLAHASSEE - LEON COUNTY  
**BLUEPRINT 2000**  
 INTERGOVERNMENTAL AGENCY & BEYOND

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
263	LEON	415782-7-58-01 415782-8-58-01

**PLAN SHEET**  
**BROADMOOR POND**

SHEET NO.  
LD-36

View Agenda '14'

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## Board of County Commissioners

Leon County, Florida

[www.leoncountyfl.gov](http://www.leoncountyfl.gov)

### Agenda Item Executive Summary

Tuesday, May 11, 2010

**Title:**

Update on Gum Road Target Master Plan and Blueprint 2000

**Staff:**

Parwez Alam, County Administrator  
Alan Rosenzweig, Assistant County Administrator  
Tony Park, Public Works Director

**Issue Briefing:**

At the April 27, 2010 meeting the Board authorized an amendment to the Gum Road Target Area Master Plan allowing the conservation easement with the Florida Department of Environmental Protection on a portion of Blueprint Parcel 244. As directed by the Board, further discussions between the County, Blueprint 2000 and the Florida Department of Environmental Protection (FDEP) were held May 4, 2010. The FDEP has agreed to allow relocation of the required conservation easement outside of the Target Area Master Plan site.

**Fiscal Impact:**

This action will have a future cost saving to the County. By not having the conservation easement associated with this parcel, the County will be able to pursue an expansion of the Blueprint pond thereby maintaining the original intended scope of the flood reduction project.

**Staff Recommendation:**

Option #1: Revoke the amendment to the Gum Road Target Area Master Plan allowing the conservation easement with the Florida Department of Environmental Protection on a portion of Blueprint Parcel 244.

### Report and Discussion

**Background:**

View Agenda '14'

At the April 27, 2010 meeting, the Board approved the following:

1. Approve the amendment of the Gum Road Target Area Master Plan to support Blueprint's execution of a conservation easement with the Florida Department of Environmental Protection on a portion of Blueprint Parcel 244.
2. Direct Public Works and Blueprint 2000 staff to investigate alternatives to satisfy requirements of the Target Planning Master Plan including, but not limited to, expansion of the approved FDEP mitigation pond and identifying alternative locations within or external to the Target Planning Area to achieve the balance of flood storage.
3. Direct Public Works staff to develop a Capital Improvement Project to construct the floodplain storage identified in the Target Planning Area Master Plan.
4. Directed Blueprint and Public works to meet with Mr. Gibby and the FDEP to review the overall need for the conservation easement and alternatives that could be pursued.

The Board requested this information be brought back as an agenda item.

**Analysis:**

A meeting with representatives from the County, Blueprint 2000, Mr. Gibby and FDEP was held on May 4, 2010. At the meeting, FDEP staff has agreed to evaluate alternatives to placing the conservation easement on a portion of the proposed pond. FDEP is currently working on proposed language for the permit that would allow Blueprint to utilize an alternative location for the proposed wetlands and the associated conservation easement. This approach will allow the County to continue to pursue the development of the flood storage facility as committed to in the original Target Area Master Plan.

**Options:**

1. Revoke the amendment to the Gum Road Target Area Master Plan allowing the conservation easement with the Florida Department of Environmental Protection on a portion of Blueprint Parcel 244.
2. Accept staff's report and take no further action.
3. Board Direction

**Recommendation:**

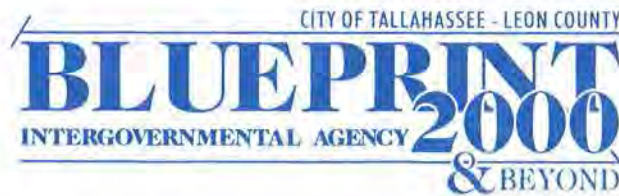
Option #1.

**Attachment:**

1. [April 27, 2010 Agenda Item](#)

Back

Print



January 9, 2015

Tony Park  
Leon County Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

RE: Capital Circle, NW/SW (N-2)  
Wildlife Hazard/Attractant Consideration at Broadmoor Pond

Dear Mr. Park,

Recently, you mentioned some concern over the Broadmoor SWMF and Wetland Mitigation Area. As a point of history, the Federal Aviation Administration (FAA) issued concurrence with Blueprint 2000 moving forward with the construction, operation and maintenance of a wet stormwater retention pond during their review of the project. Their non-objection determination was dependent upon a commitment to mitigation measures being performed by Blueprint, our successors or assigns, to address potential future hazardous wildlife attractants associated with the Broadmoor facility.

Given the concerns of the FAA and those of the County and the City regarding financial commitments, this letter serves to confirm that the responsibility lies with Blueprint 2000. The potential for future wildlife hazard mitigation, related to the FAA Advisory Circular, and the implementation thereof is part of the project and will be addressed by my office. This is not intended to be left to the City or County to deal with in the future, so long as Blueprint is in existence and has the ability to fund the mitigation, if deemed necessary. It is our commitment to both Leon County and the City of Tallahassee that Blueprint 2000 will be responsible for addressing issues should they arise as a result of our construction of the Broadmoor SWMF. I am enclosing a copy of the "Broadmoor Pond – Wildlife Hazard/Attractant Consideration" and a copy of a letter from FAA dated March 19, 2012 related to this issue.

I hope that our commitment on this issue serves your needs. If it does not, is insufficient or if you require further information, please contact me so that I can work to accommodate them.

Sincerely,

Charles Hargraves, P.E.  
Blueprint Manager

cc: Wayne Tedder  
Rob McGarrah

---

2727 Apalachee Parkway, Suite 200 • Tallahassee, FL 32301  
Tel: 850.219.1060 Fax: 850.219.1098  
[www.blueprint2000.org](http://www.blueprint2000.org)

### **BROADMOOR POND – WILDLIFE HAZARD/ATTRACTANT CONSIDERATION**

Per Section 1-2 of *Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-33B Wildlife Hazard Attractants On or Near Airports* (AC 150/5200-33B), the separation criteria for wildlife hazard attractants for Tallahassee Regional Airport (TLH), which is an airport that serves turbine powered aircraft is 10,000 feet. Broadmoor Pond is proposed to be located within 10,000 feet of TLH's airport operations area (AOA). FAA strongly recommends that new off-airport stormwater management facilities located, in this case, within 10,000 feet of TLH be designed and created so as not to create above ground standing water, have steep sided slopes, be riprap lined, narrow, and linearly shaped. However, due to existing site conditions including soils and topography, Broadmoor Pond could not be designed as a dry pond. Broadmoor Pond is approximately 8-acres in size and is approximately 7,500 feet from TLH's AOA but Cascade Lake, Lake Bradford, Grassy Lake, and Black Swamp are within the 5,000 foot wildlife hazard separation area of TLH's AOA. Furthermore, these lakes are significantly larger or hundreds of acres in size compared to Broadmoor Pond, are natural and contain more suitable habitat for wildlife.

Most importantly, the TLH Wildlife Hazard Assessment that was conducted from November 2009 through November 2010 did not identify stormwater treatment ponds outside the airport limits as wildlife attractants nor did it identify Cascade Lake, Lake Bradford, Grassy Lake or Black Swamp as wildlife attractants. The study identified TP Smith as the primary wildlife attractant for TLH outside the airport limits.

However, because the Leon County – City of Tallahassee Blueprint 2000 Intergovernmental Agency (Blueprint 2000) recognizes that safe aircraft operation is critical to TLH's daily operations, Blueprint 2000, or its successors or assigns, agrees to coordinate and cooperate with TLH should either TLH's wildlife hazard management program or an FAA Qualified Wildlife Hazard Biologist determine that Broadmoor Pond is a wildlife hazard attractant. Blueprint 2000 understands that stormwater pond wildlife hazard measures requires the commitment of funds for the implementation of wildlife hazard measures, which may include, but is not limited to the following:

1. Use of bird balls, netting or other material to cover the surface of the pond and make it inaccessible for birds;
2. Use of effigies, dogs, raptors, pyrotechnics and other scare tactics to discourage bird use of the pond;
3. Maintenance of the pond slopes above the water which include vigilant vegetation removal and control;
4. Periodic evaluation of the pond as a wildlife attractant by an FAA Qualified Wildlife Hazard Biologist; and/or
5. Preparation of State and Federal permits for the take of wildlife using the pond or the use of lethal means.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

**Orlando Airports District Office**  
5950 Hazeltine National Dr., Ste. 400  
Orlando FL 32822

March 19, 2012

Mr. Wayne Tedder, AICP  
Director of PLACE  
2727 Apalachee Parkway,  
Suite 200  
Tallahassee, FL 32301

RE: Tallahassee Regional Airport  
Broadmoor Pond

Dear Mr. Tedder,

This letter presents the Federal Aviation Administration's (FAA's) response to your letter dated March 12, 2012, requesting the FAA's concurrence with Blueprint 2000 (a Florida intergovernmental agency) moving forward with a project known as the Broadmoor Pond. The proposed project consists of the construction, operation and maintenance of a "wet" stormwater retention pond, approximately 8 acres in size, located approximately 7,800 feet north of the Tallahassee Regional Airport (TLH). The Broadmoor Pond is intended to be part of an overall stormwater system associated with ongoing improvements to Capital Circle. It is our understanding that the pond was designed by, and will be maintained by, Blueprint 2000 through the year 2019, after which ownership and maintenance responsibilities for the pond and property will be transferred to either Leon County (County) or the City of Tallahassee (City).

The FAA notes that the Broadmoor property, which was originally purchased by the City for noise mitigation purposes using FAA Noise Land Funds, was sold by the City to Blueprint 2000 in 2007 with the stated intent for use as a stormwater pond for the segment of Capital Circle located between Tennessee Street (SR 10) and Orange Avenue (SR 371). The FAA also notes that the agency should have been consulted at the time the land sale to Blueprint 2000 was contemplated for two issues including (1) the conformance of the sale of Noise Land with FAA guidance on the disposal of unneeded Noise Land, and (2) the conformance of the proposed use of the acquired property (stormwater pond) with FAA's guidance contained in Advisory Circular (AC) 150/5200-33B, "Hazardous Wildlife Attractants on or Near Airports"

Your March 12, 2012 letter states that during the pond design process, Blueprint 2000 was aware of the FAA's guidance contained in AC 150/5200-33B, but you "did not interpret its [the AC's] language "strongly recommends" as an absolute condition". The FAA takes strong exception to this statement. On Page i, Section 2, Applicability, of the AC, it clearly states that "Airports that have received Federal grant-in-aid assistance *must* use these standards" – meaning the separation standards discussed in the AC between an airport and a proposed project that could be considered a hazardous wildlife attractant, such as a wet stormwater pond. TLH is an airport that has in the past, and continues to receive Federal grant-in-aid assistance; therefore, the guidance contained in the AC is mandatory, not optional.

According to our AC, the recommended distance between TLH and a hazardous wildlife attractant is 10,000 feet, since TLH serves turbine-powered aircraft (see Section 1-3 of the AC). The proposed Broadmoor Pond is located within 10,000 feet of TLH (approximately 7,800 feet), it has been designed as a wet stormwater pond, and it does not meet our design guidance for wet ponds when this type of pond is unavoidable (see AC Section 2-3b).

However, the FAA has carefully reviewed the supplemental information you provided, including aerial photographs of TLH and its environs, the location of the Broadmoor Pond with respect to TLH and other nearby naturally occurring bodies of water and wetlands (i.e. Cascade Lake, Lake Bradford, Grassy Lake and Black Swamp), and a summary report from an FAA Qualified Wildlife Hazard Biologist stating that the proposed Broadmoor Pond is not anticipated to be a hazardous wildlife attractant. In addition, the FAA has taken into consideration the commitment made by Blueprint 2000 in your March 12, 2012 letter that Blueprint 2000, its successors or assigns, will be responsible for



implementing mitigation measures for the Broadmoor Pond if it is determined to be a hazardous wildlife attractant through TLH's Wildlife Hazard Management Program or by an FAA Qualified Wildlife Hazard Biologist.

After careful consideration, and based on the above supplemental information and the mitigation commitment by Blueprint 2000, which will be passed on to subsequent owners, the FAA does not object to the construction, operation, and maintenance of the Broadmoor Pond at its proposed location. This lack of objection is applicable to the proposed Broadmoor Pond only and the unique situation associated with the local soil conditions, wetlands and water bodies in the TLH area and specifically on the opinion of an FAA Qualified Wildlife Hazard Biologist and should not be interpreted by the County, the City, Blueprint 2000, TLH or any other entity as a waiver of the FAA's guidance contained in AC 150/5200-33B or an approval of any other proposed stormwater facilities associated with the improvements to Capital Circle, TLH, or any other airport.

As stated in your March 12, 2012 letter to the FAA, mitigation measures that may be required, and which would be funded and implemented by Blueprint 2000, its successors or assigns, to mitigate potential future hazardous wildlife attractants associated with the Broadmoor Pond include but are not limited to the following:

- Commitment of funding for the implementation of mitigation measures;
- Use of bird balls, netting or other material to cover the surface of the pond and make it inaccessible for birds;
- Use of effigies, dogs, raptors, pyrotechnics and other scare tactics to discourage bird use of the pond;
- Maintenance of pond slopes above the water line which includes vigilant vegetation removal and control;
- Periodic evaluation of the pond as a wildlife attractant by an FAA Qualified Wildlife Hazard Biologist, and
- Preparation of state and /or Federal permits the "take" of wildlife using the pond or the use of lethal means to remove hazardous wildlife.

This non-objection determination is dependent on the written concurrence of the Airport Sponsor (the City of Tallahassee), and is contingent upon said Airport Sponsor accepting responsibility for assuring that any future wildlife hazards associated with the Broadmoor Pond are fully mitigated.

If you have any questions or need any assistance, please call me at 407-812-6331, Extension 130, Bill Farris at Extension 125, or Bart Vernace at Extension 127.

Sincerely,



Allan M. Nagy  
Environmental Program Specialist  
FAA, Orlando ADO

Cc: Dean Stringer, FAA Orlando ADO Manager  
Bart Vernace, FAA Orlando ADO Assistant Manager  
Juan Brown, FAA Orlando ADO Assistant Manager  
Bill Farris, FAA Orlando ADO Program Manager  
Sunil Harman, TLH Director of Aviation

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #8

February 10, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator  
Herbert W.A. Thiele, County Attorney

Title: Adoption of Proposed Resolutions for Acquisition of Property by Eminent Domain for Autumn Woods Drainage Improvement Project

<b>County Administrator Review and Approval</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W.A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Daniel J. Rigo, Assistant County Attorney Charles Wu, P.E., Chief of Engineering Design

### **Fiscal Impact:**

This item has a fiscal impact. This program has been budgeted through the Disaster Recovery Enhancement Fund/Community Development Block Grant Agreement (DREF Grant) with the Florida Department of Economic Opportunity (DEO). Adequate funding for the acquisition of the property interests needed for this project is currently available in the DREF Grant budget account.

### **Staff Recommendation:**

Option #1: Adopt the proposed Resolutions for Acquisition of Property by Eminent Domain for the Autumn Woods Drainage Improvement Project (Attachments #1 - #8).

## **Report and Discussion**

### **Background:**

This item seeks the Board's adoption of Resolutions (Attachment #1 - #8) authorizing the County Attorney to exercise the Board's eminent domain authority in the acquisition of the property interests needed for the Autumn Woods Drainage Improvements Project (the "Autumn Woods Project" or "Project") (Attachment #9). The only property interests needed to be acquired for the Project are non-exclusive perpetual drainage and access easements (the "Easements") extending across the rear yards of eight residential parcels (Attachment #10). The proposed Easements are located over an existing drainage ditch and will be utilized for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes.

As of the writing of this agenda item, staff was preparing to deliver the statutorily required Letter of Notification to Fee Owner and Statement of Offer to each property owner which will inform the owners of their rights and responsibilities in an eminent domain acquisition, and will present to them the County's offer of full compensation based on an approved appraisal report. In accordance with Florida law, the County will attempt good-faith negotiations with the owners and will attempt to resolve as many of the acquisitions as possible before proceeding with an eminent domain lawsuit no sooner than 30 days after the owners receipt of the County's notification letter. The parcels that are not able to be resolved in time to meet the Project construction schedule will be included in the lawsuit and will proceed to an Order of Taking hearing. Upon the Court's entry of an Order of Taking, title to the Easements will vest in the County upon deposit in the Court Registry of its good faith estimates of value.

### **Analysis:**

The Autumn Woods Project was one of 16 projects considered by the Board in the aftermath of the 2008 Tropical Storm Fay when the Board conducted a workshop regarding stormwater and transportation infrastructure improvements to address flooding issues throughout the County. The January 29, 2009 workshop included a segment on "Project Specific Solutions" which presented to the Board a list of areas of known flooding during Tropical Storm Fay and other prior storm events along with suggested solutions for consideration by the Board to mitigate or prevent reoccurrence of such flooding in future storm events. The Board subsequently approved and ratified at its February 12, 2009 regular meeting staff's recommendation from the workshop to proceed with the 16 projects, including the Autumn Woods Project.

The purpose for the Project is to reduce the occurrence of yard-flooding incidents in the Autumn Woods Area. During periods of intense and prolonged rainfall, flooding occurs in the Autumn Woods Area and passage along some of the roadways is severely limited. Following the 2008 Tropical Storm Fay, the flooding in the Autumn Woods Area exceeded all previous levels. Parts of the area were submerged or damaged by the high flows. Although the flood waters recede following each storm event, the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall. Therefore, it is the purpose of the Project to address the existing drainage system in the Autumn Woods Area in a manner that mitigates the type of flooding problems created by intense storms.

The original scope of the Project improvements included only one cross drain upgrade under Autumn Woods Way. However, after further engineering analyses and stormwater modeling, including that as set forth in the January 15, 2013 Final Engineering Report prepared by Inovia Consulting Group, it was concluded that a more comprehensive approach was warranted in order to mitigate the reoccurrence of stormwater flooding. The expanded scope of the Project will make improvements to the main drainage way running through the Autumn Woods Area. The drainage way starts at the north side of Autumn Woods Way and flows southwesterly along the subdivision boundary between Autumn Woods and Lakewood Village, then through the Shadywood subdivision, and finally discharges into the Talquin State Forest. The Project improvements include cross drain upgrades at Autumn Woods Way, Mossy Top Way, and Bright Drive, and the removal of sediment from a major portion of the main ditch running between the cross drains. The ditch embankments will also be stabilized. In addition, a stilling pool will be built on the downstream side of the Bright Drive cross drain followed by a low water crossing through the utility berm to remove the final discharge restriction.

Although most of the main drainage way lies within County-maintained right-of-way, a segment of the existing ditch on the west side of Mossy Top Way extends across the rear yards of several residential properties (Attachment #10). There are no easements or such dedicated right-of-way across this segment of the ditch that will allow the County to make improvements to the ditch and maintain it in perpetuity. In addition, this segment of the ditch has been historically overgrown with vegetation, which obstructs the flow. As a part of Project scope, it will be necessary to acquire permanent drainage and access easements from the property owners abutting this ditch segment. The easement acquisitions will allow for the County to provide ditch cleaning and embankment stabilization in this segment of the Project.

The Autumn Woods Drainage Improvements Project has been a long recognized need for mitigating the occurrence of stormwater flooding in the Autumn Woods Area. By expanding the Project from its original scope, the County has determined that 109 households in the Autumn Woods Area will benefit from the Project improvements. As such, the Autumn Woods Project clearly represents a County public purpose.

Pursuant to Chapter 127, Florida Statutes, counties are granted the power of eminent domain. Pursuant to Section 127.02, Florida Statutes, a county may exercise the power of eminent domain for a county purpose. A county's board of county commissioners exercises its power of eminent domain by adopting a resolution for each of the properties to be acquired. The resolution adopted must set forth the following: (1) the purpose or use for which property is being acquired in sufficient detail to show it is being condemned for a public purpose; (2) an adequate description of the subject property; (3) the estate of interest to be acquired; and (4) a determination and finding that the subject property is reasonably necessary for the stated public purpose. The attached Engineering Memo (Attachment #11) provides supporting background and information for the Board to rely upon in making those findings.

Each of the proposed Resolutions includes the required provisions in accordance with Florida law, including findings that the Autumn Woods Drainage Improvements Project represents a valid county public purpose and that the acquisition of the property is necessary to complete the Project.

Pursuant to §127.02, Florida Statutes, the Board is required to make the previously-referenced determinations and findings by adopting a resolution for each of the properties being acquired and authorizing the exercise of the power of eminent domain to acquire the property.

**Options:**

1. Adopt the proposed Resolutions for Acquisition of Property by Eminent Domain for the Autumn Woods Drainage Improvement Project (Attachments #1 - #8).
2. Do not adopt the proposed Resolutions for Acquisition of Property by Eminent Domain for the Autumn Woods Drainage Improvement Project (Attachments #1 - #8).
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 801
2. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 802
3. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 803
4. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 804
5. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 805
6. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 806
7. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 807
8. Proposed Resolution for Acquisition of Property by Eminent Domain – Parcel 808
9. Map of Overall Project Area
10. Map of Project Area for Easement Acquisitions
11. Memorandum from Charles Wu, P.E., Chief of Engineering Design, dated January 28, 2015

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 801)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 801.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 801, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 801 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 801 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.



4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 801 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

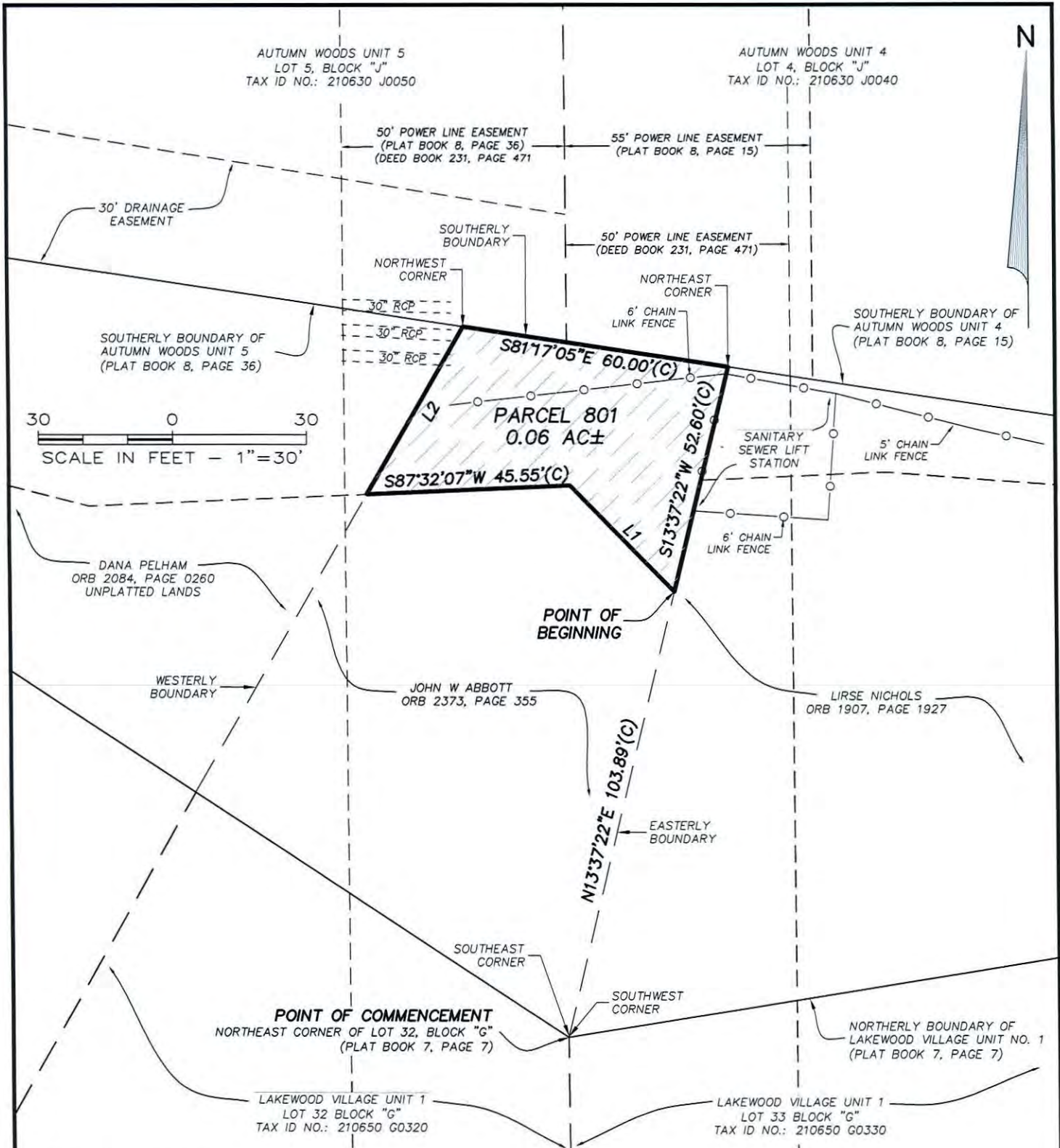
Bob Inzer, Clerk of the Circuit Court  
and Comptroller, Leon County, Florida

By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney



**LEGEND/ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- RCP REINFORCED CONCRETE PIPE
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- ▨ DRAINAGE EASEMENT

**SURVEYOR'S NOTES**

1. Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
2. Improvements are shown for reference only.
3. This is not a boundary survey.

LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	N43°54'54"W	33.49'
L2(C)	N29°50'25"E	43.86'

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
Licensed Business No. 3293

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NCG**  
NOBLES CONSULTING GROUP, INC.  
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
LB#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**  
PARCEL 801 A PORTION OF  
O.R.B. 2373, PG. 355  
LEON COUNTY, FLORIDA

CLIENT:  
LEON COUNTY PUBLIC WORKS

SCALE: 1"=30'	PROJECT NO.: 5313-001	SHEET <b>1</b> OF <b>2</b>
DATE: 03-28-13	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED BY: 07-30-14		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P:850.385.1179  
F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 801 (0.06 Acre ±)  
Drainage and Access Easement

Commence at the Northeast corner of Lot 32, Block "G" of Lakewood Village Unit 1 as map or plat thereof recorded in Plat Book 7, Page 7 of the Public Records of Leon County, Florida also being the Southwest corner of that property recorded in Official Records Book 1907, Page 1927 and the Southeast corner of that property recorded in Official Records Book 2373, Page 355 of said Public Records; thence leaving said Northeast and Southeast corner run North 13 degrees 37 minutes 22 seconds East a distance of 103.89 feet along the Easterly boundary of said property to the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said Easterly boundary run North 43 degrees 54 minutes 54 seconds West a distance of 33.49 feet; thence run South 87 degrees 32 minutes 07 seconds West a distance of 45.55 feet to the Westerly boundary of that property recorded in Official Records Book 2373, Page 355 of said Public Records; thence run North 29 degrees 50 minutes 25 seconds East a distance of 43.86 feet along said Westerly boundary to a point lying on the Southerly boundary of Autumn Woods Unit 5 as per map or plat thereof recorded in Plat Book 8, Page 36 of said Public Records; thence run along said Southerly boundary South 81 degrees 17 minutes 05 seconds East a distance of 60.00 feet to the Northeast corner of that property recorded in Official Records Book 2373, Page 355 of said Public Records; thence leaving said Southerly boundary and said Northeast corner run South 13 degrees 37 minutes 22 seconds West along the Easterly boundary of said property a distance of 52.60 feet to the POINT OF BEGINNING, containing 0.06 acre, more or less.

The above described property being a portion of that property recorded in Official Records Book 2373, Page 355 of the Public Records of Leon County, Florida.

The above described property being subject to a 100' wide power line easement recorded in Deed Book 231, Page 471 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 802)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 802.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 802, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 802 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 802 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 802 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

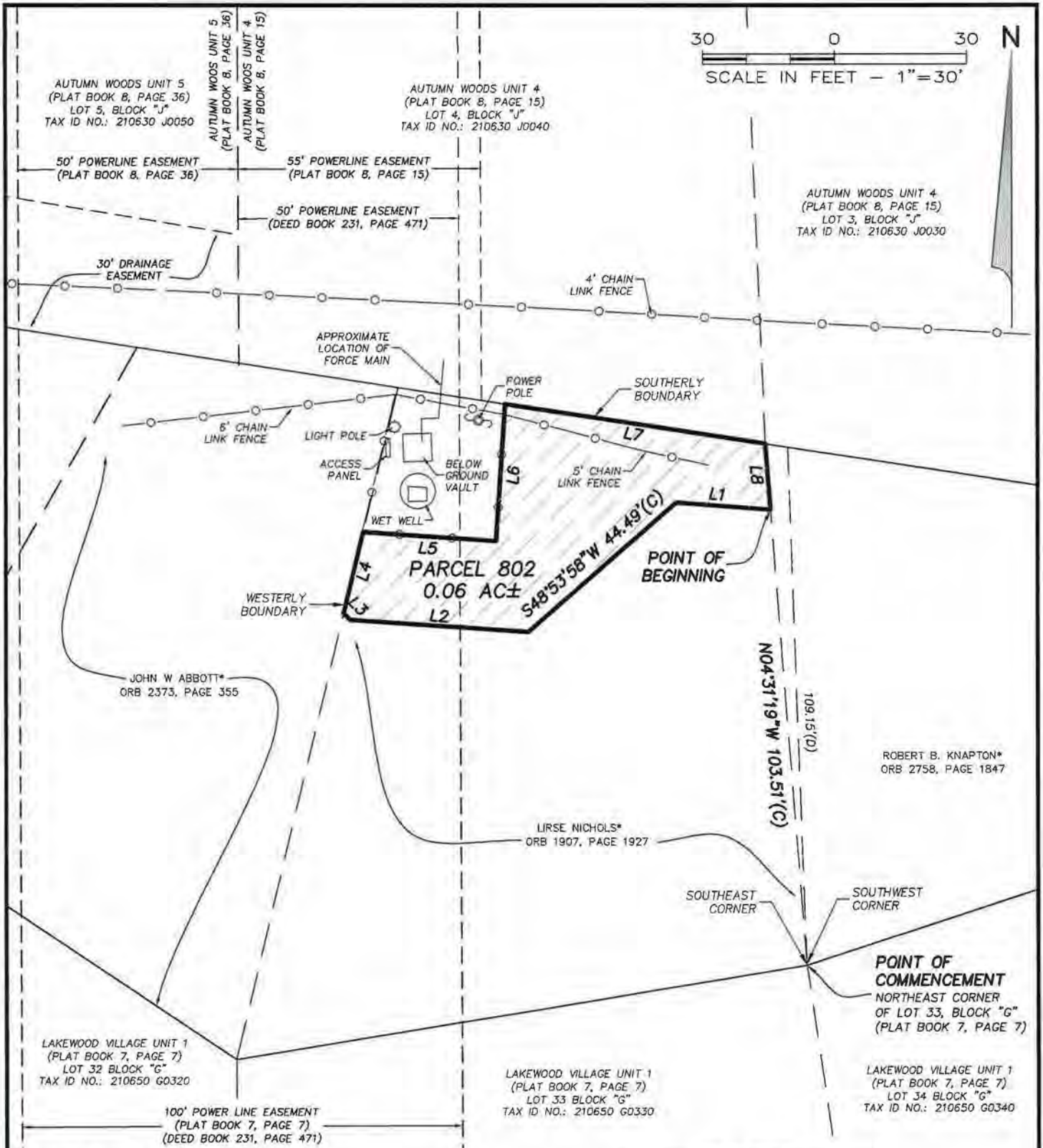
By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney

Exhibit "A"



**LEGEND/ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- RCP REINFORCED CONCRETE PIPE
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- DRAINAGE EASEMENT

**SURVEYOR'S NOTES**

1. Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
2. Improvements are shown for reference only.
3. This is not a boundary survey.

**LINE TABLE**

LINE	BEARING	DISTANCE
L1(C)	N85°31'42"W	21.47'
L2(C)	N86°06'02"W	40.54'
L3(C)	N43°54'54"W	2.12'
L4(C)	N13°37'22"E	18.85'
L5(C)	S86°06'02"E	30.21'
L6(C)	N03°49'08"E	31.20'
L7(C)	S81°17'05"E	59.68'
L8(C)	S04°31'19"E	15.11'

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Turner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
Licensed Business No. 3293

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NCG**  
NOBLES CONSULTING GROUP, INC.  
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
LB#3293 PH: 850-363-1179 FAX: 850-363-1404 WWW.NCGINC.COM EB#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**  
**PARCEL 802 A PORTION OF**  
**O.R.B. 1907, PG. 1927**  
**LEON COUNTY, FLORIDA**

**CLIENT:**  
**LEON COUNTY PUBLIC WORKS**

SCALE: 1"=30'	PROJECT NO.: 5313-001	<b>1</b> OF <b>2</b>
DATE: 07-30-14	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED:		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P:850.385.1179  
F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 802 (0.06 Acre ±)  
Drainage and Access Easement

Commence at the Northeast corner of Lot 33, Block "G" of Lakewood Village Unit 1 as per map or plat thereof recorded in Plat Book 7, Page 7 of the Public Records of Leon County, Florida also being the Southwest corner of that property recorded in Official Records Book 2758, Page 1847 and the Southeast corner of that property recorded in Official Records Book 1907, Page 1927 of said Public Records; thence leaving said Northeast, Southwest and Southeast corner run North 04 degrees 31 minutes 19 seconds West a distance of 103.51 feet along the Easterly boundary of said property to the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said Easterly boundary run North 85 degrees 31 minutes 42 seconds West a distance of 21.47 feet; thence run South 48 degrees 53 minutes 58 seconds West a distance of 44.49 feet; thence run North 86 degrees 06 minutes 02 seconds West a distance 40.54 feet; thence run North 43 degrees 54 minutes 54 seconds West a distance of 2.12 feet to a point lying on the Westerly boundary of that property recorded in Official Records Book 1907, Page 1927 of the Public Records of Leon County, Florida; thence run North 13 degrees 37 minutes 22 seconds East along said Westerly boundary a distance of 18.85 feet; thence leaving said Westerly boundary run South 86 degrees 06 minutes 02 seconds East a distance of 30.21 feet; thence run North 03 degrees 49 minutes 08 seconds East a distance of 31.20 feet to a point lying on the Southerly boundary of Lot 4, Block "J" of Autumn Woods, Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida; thence run South 81 degrees 17 minutes 05 seconds East along said Southerly boundary a distance of 59.68 feet; thence leaving said Southerly boundary run South 04 degrees 31 minutes 19 seconds East a distance of 15.11 feet to the POINT OF BEGINNING, containing 0.06 acre, more or less.

The above described property being a portion of that property recorded in Official Records Book 2373, Page 355 of the Public Records of Leon County, Florida.

The above described property being subject to a 100' wide power line easement recorded in Deed Book 231, Page 471 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.



**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 803)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 803.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 803, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 803 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 803 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 803 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

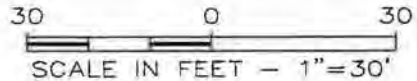
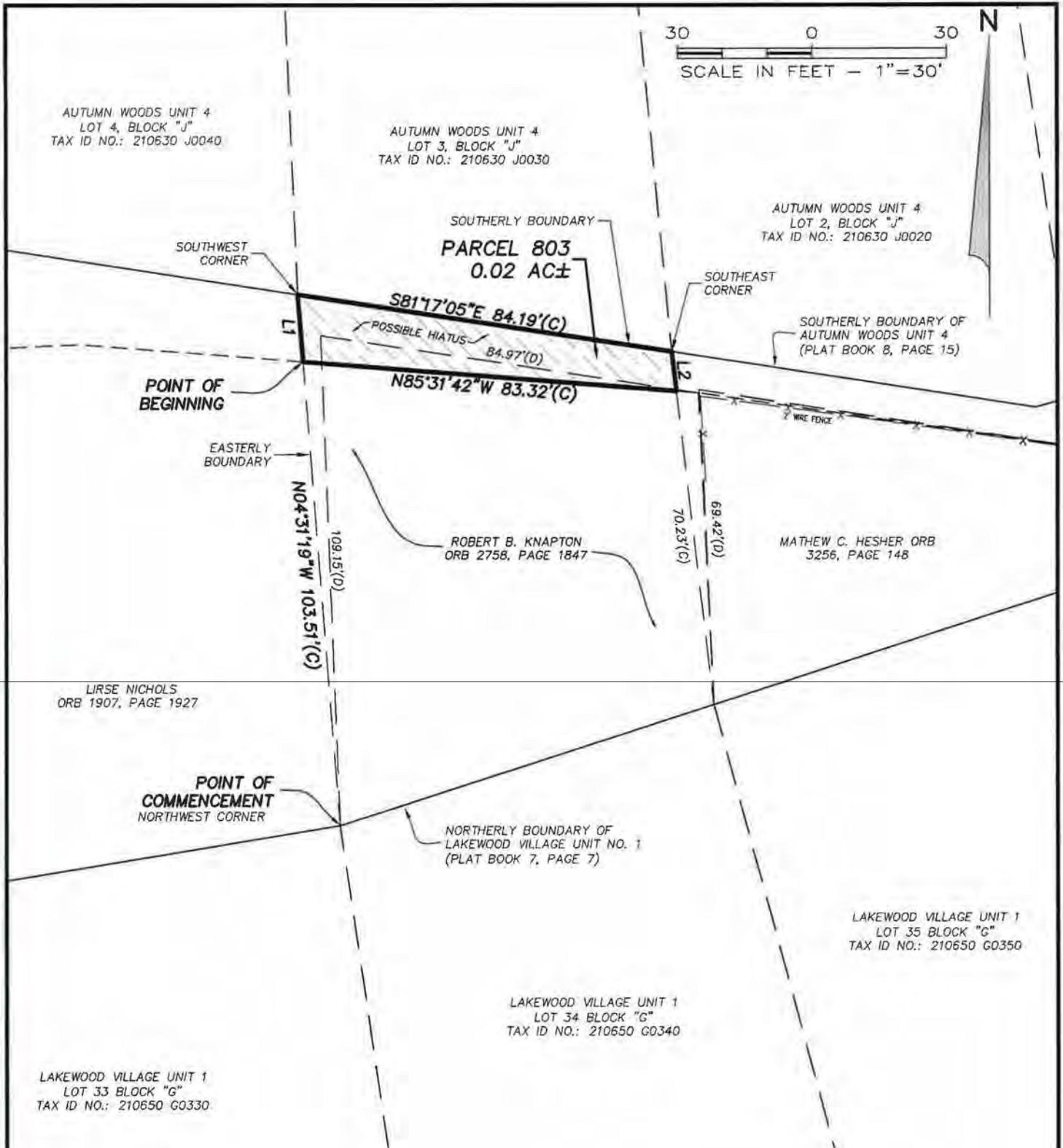
By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney

Exhibit "A"



**LEGEND/ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- DRAINAGE EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	N04°31'19"W	15.11'
L2(C)	S06°46'01"E	8.86'

**SURVEYOR'S NOTES**

1. Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
2. Improvements are shown for reference only.
3. This is not a boundary survey.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
Licensed Business No. 3293

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



2644 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
19#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EG#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**

PARCEL 803 A PORTION OF  
O.R.B. 2758, PG. 1847  
LEON COUNTY, FLORIDA

CLIENT:  
LEON COUNTY PUBLIC WORKS

SCALE: 1"=30'	PROJECT NO.: 5313-001	SHEET <b>1</b> OF <b>2</b>
DATE: 04-22-13	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED: 07-30-14		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P:850.385.1179  
F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 803 (0.02 Acre ±)  
Drainage and Access Easement

Commence at the Northwest corner of Lot 34, Block "G" of Lakewood Village Unit 1 as map or plat thereof recorded in Plat Book 7, Page 7 of the Public Records of Leon County, Florida; thence leaving said Northwest corner run North 04 degrees 31 minutes 19 seconds West a distance of 103.51 feet along the Easterly boundary of that property recorded in Official Records Book 1907, Page 1927 of said Public Records to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said Easterly boundary North 04 degrees 31 minutes 19 seconds West a distance of 15.11 feet to the Southwest corner of Lot 3, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of said Public Records; thence run South 81 degrees 17 minutes 05 seconds East a distance of 84.19 feet along the Southerly boundary of said Lot 3, Block "J" to the Southeast corner of said Lot 3, Block "J" of said Public Records; thence leaving said Southeast corner run South 06 degrees 46 minutes 01 second East a distance of 8.86 feet; thence run North 85 degrees 31 minutes 42 seconds West a distance of 83.32 feet to the POINT OF BEGINNING, containing 0.02 acre, more or less.

The above described property being a portion of that property recorded in Official Records Book 2758, Page 1847 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 804)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 804.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 804, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 804 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 804 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 804 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

By: \_\_\_\_\_

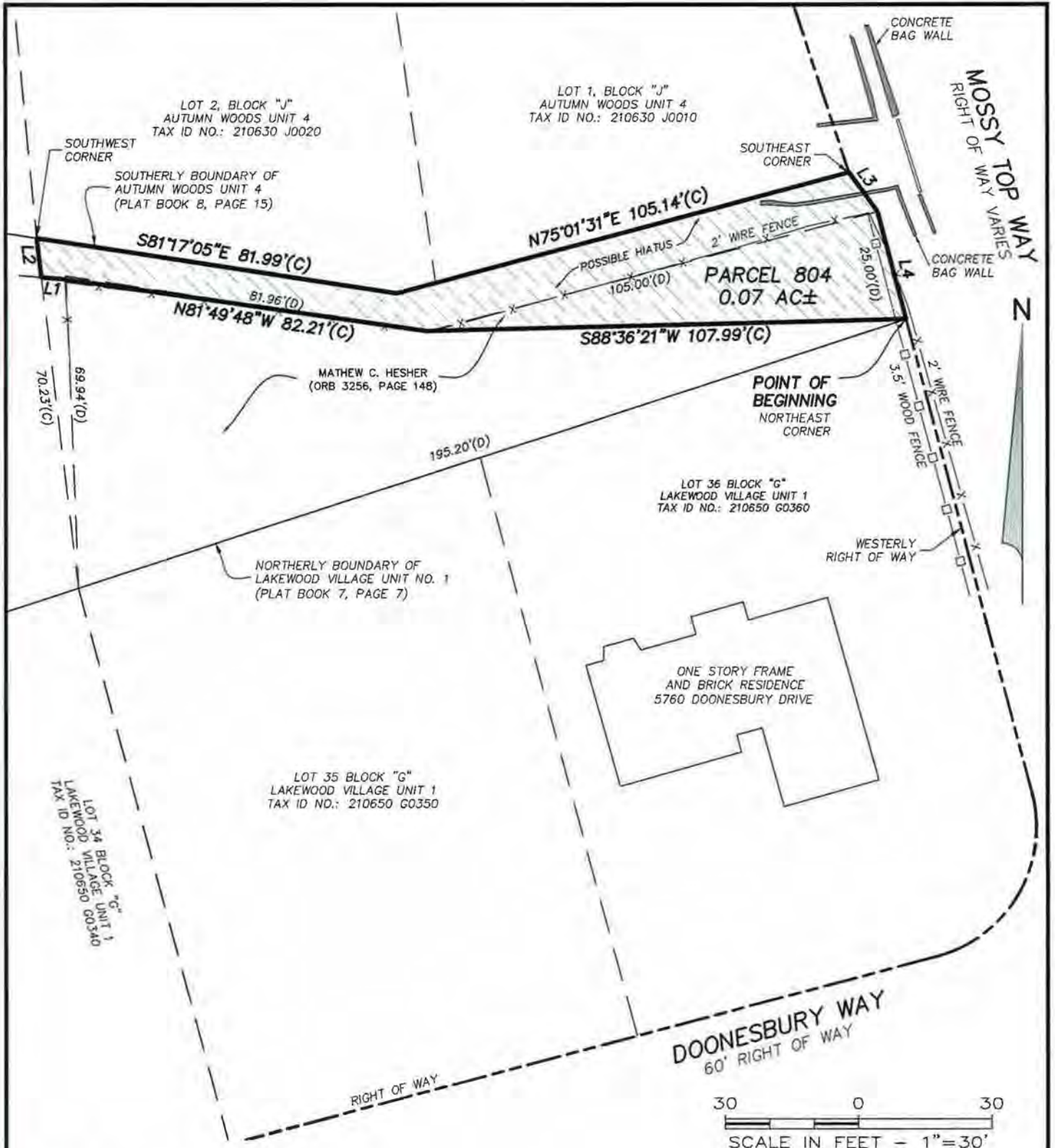
Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney



Exhibit "A"



**LEGEND / ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- DRAINAGE EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	N85°31'42"W	5.11'
L2(C)	N06°46'01"W	8.86'
L3(C)	S36°05'53"E	10.93'
L4(C)	S14°51'47"E	25.00'

**SURVEYOR'S NOTES**

1. Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
2. Improvements are shown for reference only.
3. This is not a boundary survey.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
Licensed Business No. 3293

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NCG**  
NOBLES CONSULTING GROUP, INC.

2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
19#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**  
PARCEL 804 A PORTION OF  
O.R.B. 3256, PG. 148  
LEON COUNTY, FLORIDA

CLIENT:  
LEON COUNTY PUBLIC WORKS

SCALE: 1"=30'	PROJECT NO.: 5313-001	SHEET <b>1</b> OF <b>2</b>
DATE: 03-27-13	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED: 07-30-14		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P:850.385.1179  
F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 804 (0.07 Acre ±)  
Drainage and Access Easement

Begin at the Northeast corner of Lot 36, Block "G" of Lakewood Village Unit 1 as per map or plat thereof recorded in Plat Book 7, Page 7 of the Public Records of Leon County, Florida also being the Westerly right of way boundary of Mossy Top Way (right of way varies); thence leaving said Northeast corner and said Westerly right of way boundary run South 88 degrees 36 minutes 34 seconds West a distance of 107.97 feet; thence run North 81 degrees 49 minutes 48 seconds West a distance of 82.21 feet; thence run North 85 degrees 31 minutes 42 seconds West a distance of 5.11 feet; thence run North 06 degrees 46 minutes 01 seconds West a distance of 8.86 feet to the Southwest corner of Lot 2, Block "J" of Autumn Woods Unit 4 also being the Southerly boundary of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of said Public Records; thence leaving said Southwest corner run along said Southerly boundary South 81 degrees 17 minutes 05 seconds East a distance of 81.99 feet; thence continue along said Southerly boundary North 75 degrees 01 minute 31 seconds East a distance of 105.14 feet to the Southeast corner of Lot 1, Block "J" of Autumn Woods Unit 4 recorded in Plat Book 8, Page 15 of said Public Records; thence leaving said Southeast corner run South 36 degrees 05 minutes 53 seconds East a distance of 10.93 feet along said Westerly right of way boundary of Mossy Top Way (right of way varies); thence run South 14 degrees 51 minutes 47 seconds East a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.07 acre, more or less.

The above described property being a portion of that property recorded in Official Records Book 3256, Page 148 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 805)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 805.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 805, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 805 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 805 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 805 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney

Exhibit "A"



**LEGEND/ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- DRAINAGE EASEMENT

**LINE TABLE**

LINE	BEARING	DISTANCE
L1(C)	N83°02'20"E	23.92'
L2(C)	S18°11'56"E	17.02'
L3(C)	N08°07'30"W	43.26'

**SURVEYOR'S NOTES**

- Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
- Improvements are shown for reference only.
- This is not a boundary survey.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
Licensed Business No. 3293

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NOBLES CONSULTING GROUP, INC.**  
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
LB#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**  
PARCEL 805 A PORTION OF  
LOT 1, BLOCK "J", AUTUMN WOODS UNIT 4  
LEON COUNTY, FLORIDA

CLIENT:  
**LEON COUNTY PUBLIC WORKS**

SCALE: 1"=30'	PROJECT NO.: 5313-001	<b>1</b> OF <b>2</b>
DATE: 03-01-13	FIELDBOOK: 1016	
DRAWN BY: JND	CAD NO.: 5313-001	
REVISED: 07-30-14		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P:850.385.1179  
F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 805 (0.06 Acre ±)  
Drainage and Access Easement

Commence at the Northwest corner of Lot 1, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida also being on the Southerly right of way boundary of Cypress Circle (60 foot right of way); thence leaving said Northwest corner and said Southerly right of way run South 08 degrees 07 minutes 30 seconds East along the Westerly boundary of said Lot 1, Block "J" a distance of 128.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence leaving said Westerly boundary of Lot 1, Block "J" run South 86 degrees 08 minutes 55 seconds East a distance of 70.10 feet; thence run North 83 degrees 02 minutes 20 seconds East a distance of 23.92 feet to the Westerly right of way boundary of Mossy Top Way (60' right of way) also being the Easterly boundary of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of said Public Records; thence run South 18 degrees 11 minutes 56 seconds East along said Westerly right of way and said Easterly boundary a distance of 17.02 feet to the Southeast corner of said Lot 1, Block "J"; thence leaving said Southeast corner run South 75 degrees 01 minutes 31 seconds West along the Southerly boundary of said Autumn Woods Unit 4 a distance of 96.16 feet to the Southwest corner of said Lot 1, Block "J"; thence leaving said Southwest corner run North 08 degrees 07 minutes 30 seconds West along the Westerly boundary of said Lot 1, Block "J" a distance of 43.26 feet to the POINT OF BEGINNING, containing 0.06 acre, more or less.

The above described property being a portion of Lot 1, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida.

The above described property being subject to a drainage easement as per plat of Autumn Woods Unit 4 recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 806)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 806.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and



**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 806, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 806 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 806 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 806 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

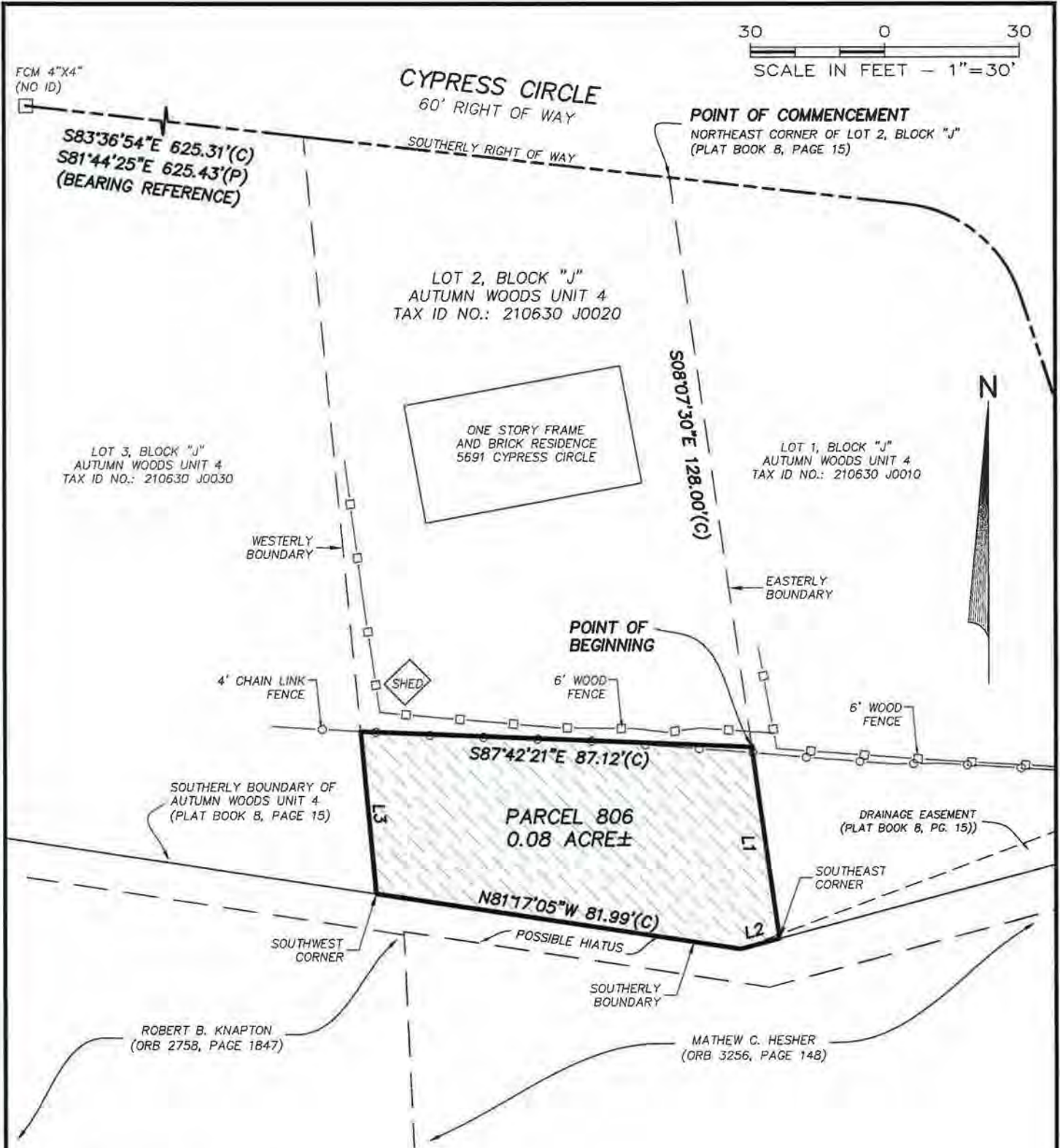
By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney

Exhibit "A"



2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
LB#3293 PH: 850-585-1179 FAX: 850-385-1404 WWW.NCGINC.COM EB#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**

**PARCEL 806 A PORTION OF**  
**LOT 2, BLOCK "J", AUTUMN WOODS UNIT 4**  
**LEON COUNTY, FLORIDA**

**CLIENT:**  
**LEON COUNTY PUBLIC WORKS**

SCALE: 1"=30'	PROJECT NO.: 5313-001	<b>1</b> OF <b>2</b>
DATE: 03-01-13	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED: 07-30-14		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P: 850.385.1179  
F: 850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 806 (0.08 Acre ±)  
Drainage and Access Easement

Commence at the Northeast corner of Lot 2, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida also being on the Southerly right of way boundary of Cypress Circle (60 foot right of way); thence leaving said Northeast corner and Southerly right of way run South 08 degrees 07 minutes 30 seconds East along the Easterly boundary of said Lot 2, Block "J" a distance of 128.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said Easterly boundary of Lot 2, Block "J" South 08 degrees 07 minutes 30 seconds East a distance of 43.26 feet to the Southeast corner of said Lot 2, Block "J" also being the Southerly boundary of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of said Public Records; thence leaving said Southeast corner run South 75 degrees 01 minute 31 seconds West along said Southerly boundary a distance of 8.99 feet; thence run North 81 degrees 17 minutes 05 seconds West along said Southerly boundary a distance of 81.99 feet to the Southwest corner of said Lot 2, Block "J"; thence leaving said Southeast corner run North 05 degrees 25 minutes 16 seconds West along the Westerly boundary of said Lot 2, Block "J" a distance of 36.37 feet; thence leaving said Westerly boundary run South 87 degrees 42 minutes 21 seconds East a distance of 87.12 feet to the POINT OF BEGINNING, containing 0.08 acre, more or less.

The above described property being a portion of Lot 2, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida.

The above described property being subject to a drainage easement as per plat of Autumn Woods Unit 4 recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 807)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 807.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 807, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 807 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 807 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 807 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

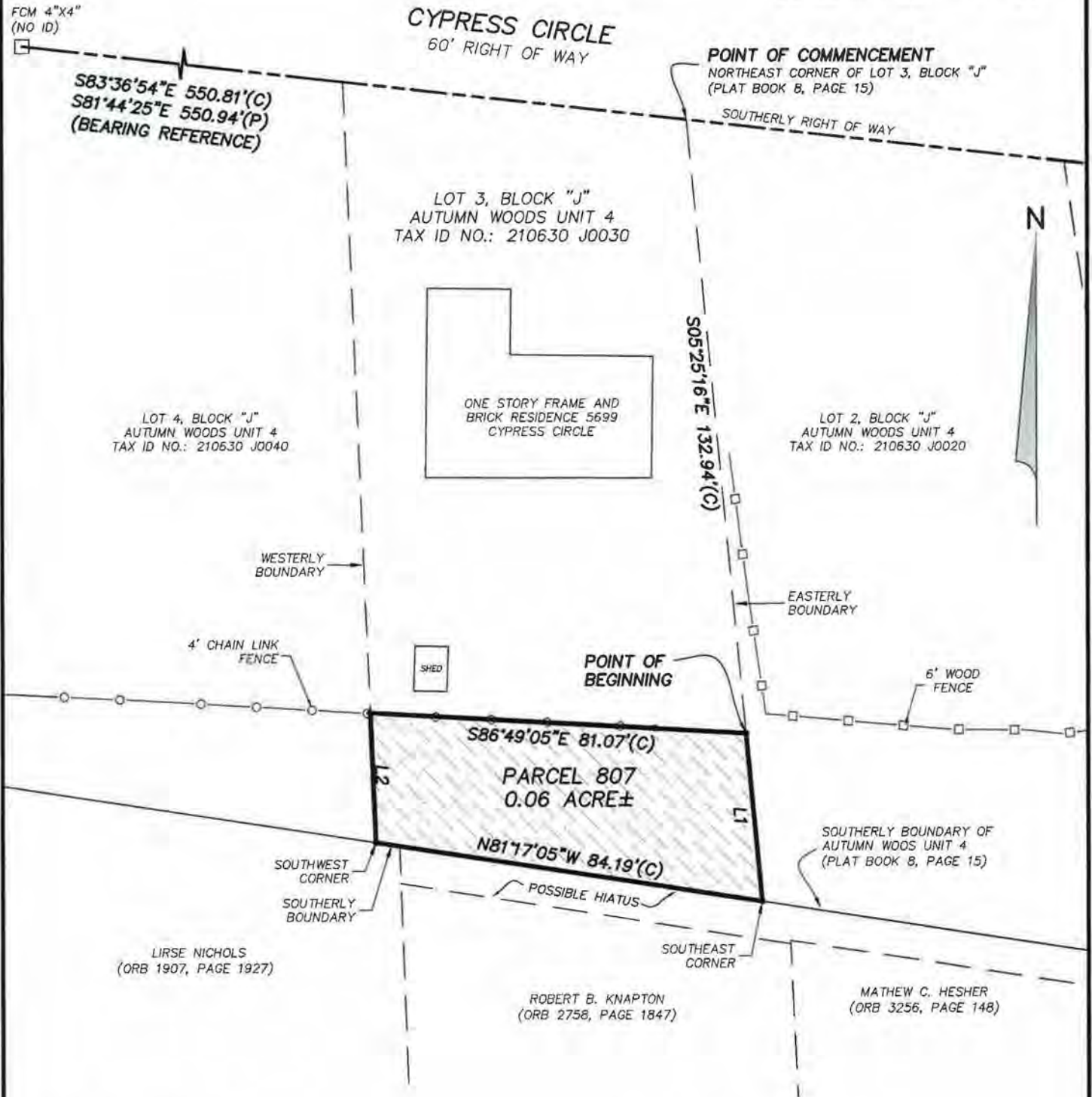
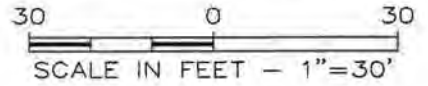
By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney

Exhibit "A"



**LEGEND/ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- DRAINAGE EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	S05°25'16"E	36.37'
L2(C)	N02°22'50"W	27.98'

**SURVEYOR'S NOTES**

- Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
- Improvements are shown for reference only.
- This is not a boundary survey.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
Licensed Business No. 3293

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**NOBLES CONSULTING GROUP, INC.**  
2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308  
LB#3293 PH: 850-385-1179 FAX: 850-385-1404 WWW.NCGINC.COM ES#7990

**SKETCH OF DRAINAGE & ACCESS EASEMENT:**  
PARCEL 807 A PORTION OF  
LOT 3, BLOCK "J", AUTUMN WOODS UNIT 4  
LEON COUNTY, FLORIDA

CLIENT:  
**LEON COUNTY PUBLIC WORKS**

SCALE: 1"=30'	PROJECT NO.: 5313-001	SHEET <b>1</b> OF <b>2</b>
DATE: 03-01-13	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED: 07-30-14		





2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
P:850.385.1179  
F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 807 (0.06 Acre ±)  
Drainage and Access Easement

Commence at the Northeast corner of Lot 3, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida also being on the Southerly right of way boundary of Cypress Circle (60 foot right of way); thence leaving said Northeast corner and Southerly right of way run South 05 degrees 25 minutes 16 seconds East along the Easterly boundary of said Lot 3, Block "J" a distance of 132.94 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said Easterly boundary of Lot 3, Block "J" South 05 degrees 25 minutes 16 seconds East a distance of 36.37 feet to the Southeast corner of said Lot 3, Block "J" also being the Southerly boundary of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of said Public Records; thence leaving said Southeast corner run North 81 degrees 17 minutes 05 seconds West along said Southerly boundary a distance of 84.19 feet to the Southwest corner of said Lot 3, Block "J", said point also being the Northerly boundary of that property recorded in Official Records Book 1907, Page 1927 of said Public Records; thence leaving said Southwest corner run North 02 degrees 22 minutes 50 seconds West along the Westerly boundary of said Lot 3, Block "J" a distance of 27.98 feet; thence leaving said Westerly boundary run South 86 degrees 49 minutes 05 seconds East a distance of 81.07 feet to the POINT OF BEGINNING, containing 0.06 acre, more or less.

The above described property being a portion of Lot 3, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

**RESOLUTION NO. \_\_\_\_\_**  
**(Parcel 808)**

**RESOLUTION AUTHORIZING LEON COUNTY, FLORIDA TO EXERCISE EMINENT DOMAIN POWER TO ACQUIRE CERTAIN PROPERTY INTERESTS IN LEON COUNTY, FLORIDA, TO CONSTRUCT, OPERATE, AND MAINTAIN EXPANSIONS, IMPROVEMENTS AND/OR OTHER ALTERATIONS CONCERNING THE AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT, WITH RESPECT TO PARCEL 808.**

**WHEREAS**, Leon County, Florida (the “County”) is a charter county and political subdivision of the State of Florida; and

**WHEREAS**, pursuant to Chapter 127, Florida Statutes, the Board of County Commissioners (the “Board”) is authorized to exercise the power of eminent domain, including the eminent domain power granted to the Department of Transportation by Section 337.27(1), Florida Statutes, the transportation corridor protection provisions of Section 337.273, Florida Statutes, and the right of entry onto property pursuant to Section 337.274, Florida Statutes; and

**WHEREAS**, in order to address flooding issues throughout the County in the aftermath of the 2008 Tropical Storm Fay, the Board approved 16 stormwater and transportation improvement projects, one of which addressed reoccurring events in the area in and around the Autumn Woods subdivision (the “Autumn Woods Area”);

**WHEREAS**, during periods of intense and prolonged rainfall, flooding in the Autumn Woods Area severely limits passage along some of the roadways and parts of the area are submerged or damaged by the high flows, and although the flood waters recede following each storm event the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall; and

**WHEREAS**, the Autumn Woods Drainage Improvements Project (the “Autumn Woods Project” or “Project”) will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of such flooding incidents in the Autumn Woods Area; and

**WHEREAS**, it is in the public interest and for the public benefit to provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality; and

**WHEREAS**, the County and its consultants have considered and weighed many factors, including but not limited to the availability of an alternate alignments, long-range planning, safety considerations, environmental factors, and costs; and

**WHEREAS**, the County has insufficient interests in real property in the Autumn Woods Area to construct the Project; and

**WHEREAS**, the estates and interests in the real property described herein are reasonably necessary to adequately accommodate the planned improvements, expansions, and/or alterations concerning the Project; and

**WHEREAS**, the County and its consultants have prepared property descriptions and surveys which sufficiently describe and identify the property and interests reasonably necessary to be acquired for the public purpose of constructing the Project; and

**WHEREAS**, a non-exclusive perpetual drainage and access easement interest in the real property identified in the map of description attached hereto as “Exhibit A,” hereinafter referred to as Parcel 808, is reasonably necessary to construct the Project; and

**WHEREAS**, the County’s consultants indicate it is reasonably probable that the County will obtain all necessary approvals for the Project from the appropriate governmental entities, including those charged with protecting the natural resources; and

**WHEREAS**, the County’s consultants indicate that condemnation of a non-exclusive perpetual drainage and access easement interest in Parcel 808 will not result in irreparable harm to natural resources or the environment in the unlikely event that such approvals for this Project are not obtained from the appropriate governmental entities charged with protecting the natural resources; and

**WHEREAS**, the County has otherwise satisfied all applicable conditions precedent; and

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

1. The Board hereby determines that the construction of the Autumn Woods Project represents a valid County public purpose.
2. Acquiring a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 808 as depicted in “Exhibit A” is reasonably necessary for the County public purpose of constructing the Autumn Woods Project.

4. The County Attorney, in cooperation with the County Administrator and his designated staff, is authorized and directed to institute such negotiations, eminent domain proceedings pursuant to Chapters 73 and/or 74, Florida Statutes, and other collateral proceedings, so as to allow the County to take title and possession of a non-exclusive perpetual drainage and access easement interest in the real property identified as Parcel 808 as depicted in in "Exhibit A."

5. This Resolution shall become effective upon being adopted and executed.

**DONE AND ADOPTED** by the Board of County Commissioners of Leon County, Florida, on this the 10th day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTEST:

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

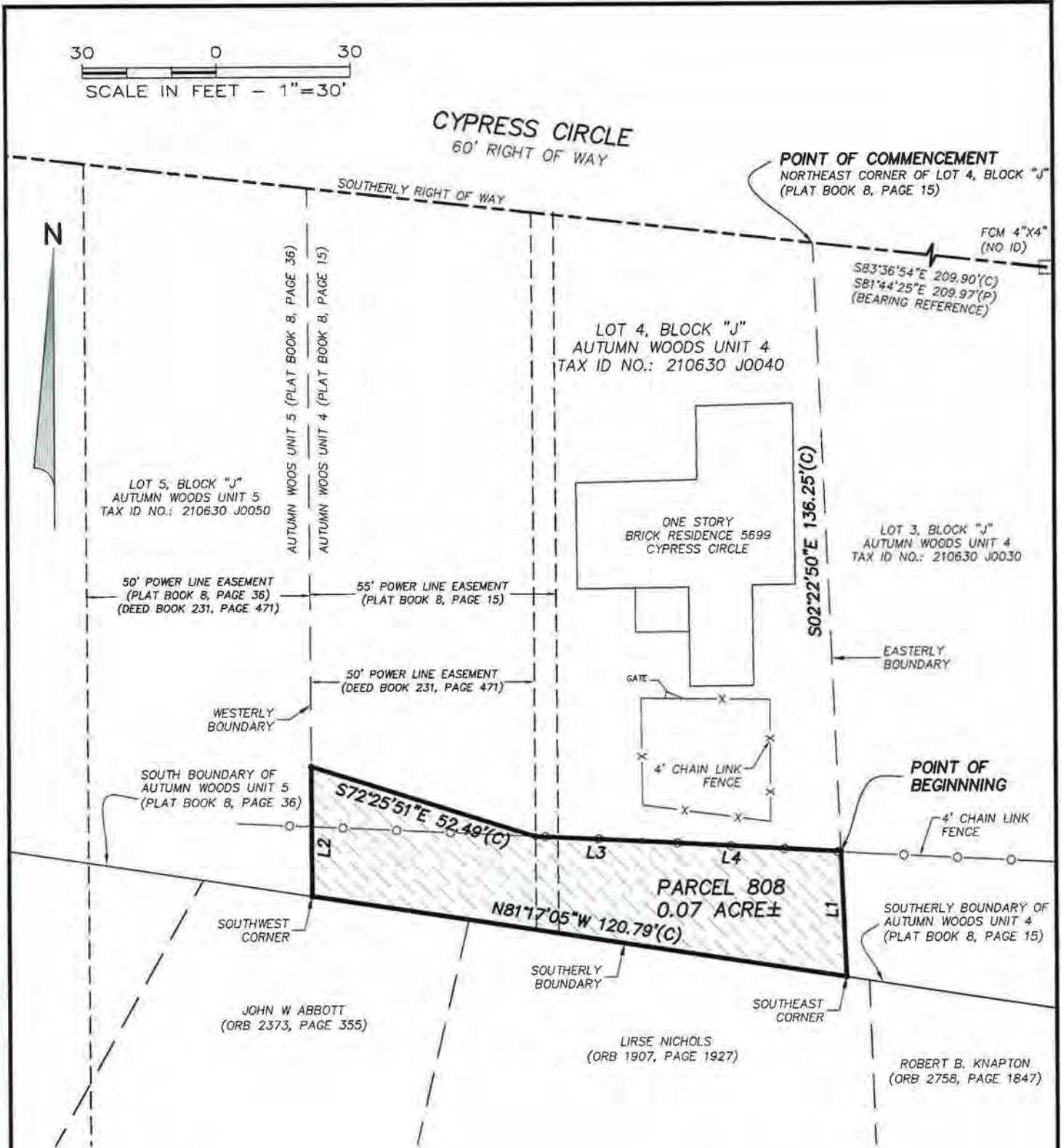
By: \_\_\_\_\_

Approved as to Form:

Office of the County Attorney  
Leon County, Florida

By: \_\_\_\_\_  
Herbert W. A. Thiele  
County Attorney

Exhibit "A"



**LEGEND/ABBREVIATIONS**

- FCM FOUND CONCRETE MONUMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- ID IDENTIFICATION
- LB LICENSE BUSINESS
- ORB OFFICIAL RECORDS BOOK
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- (P) PLAT MEASUREMENT
- DRAINAGE EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1(C)	S02°22'50"E	27.98'
L2(C)	N00°09'23"W	29.08'
L3(C)	S87°16'18"E	23.88'
L4(C)	S86°50'57"E	44.48'

**SURVEYOR'S NOTES**

- Bearings are Grid, based on the Florida North, State Plane Coordinate System, North American Datum of 1983 (NAD83/90). Coordinate data is based on a RTK GPS observations referenced to the City of Tallahassee CORS stations "Tallahassee 1" and "Tallahassee 2".
- Improvements are shown for reference only.
- This is not a boundary survey.

**SURVEYOR'S CERTIFICATE**

I hereby certify that this Sketch meets the Standards of Practice as set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Chad M. Thurner  
Professional Surveyor and Mapper  
Florida Certificate No. 6483  
NOBLES CONSULTING GROUP, Inc.  
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NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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**SKETCH OF DRAINAGE & ACCESS EASEMENT:**  
PARCEL 808 A PORTION OF  
LOT 4, BLOCK "J", AUTUMN WOODS UNIT 4  
LEON COUNTY, FLORIDA

CLIENT: LEON COUNTY PUBLIC WORKS

SCALE: 1"=30'	PROJECT NO.: 5313-001	SHEET <b>1</b> OF <b>2</b>
DATE: 03-01-13	FIELDBOOK: 1016	
DRAWN BY: JND		
CAD NO.: 5313-001		
REVISED: 07-30-14		



2844 PABLO AVENUE  
TALLAHASSEE, FL 32308  
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F:850.385.1404

NCG Project Number 5313.001  
07-30-14  
Sheet 2 of 2

Parcel 808 (0.07 Acre ±)  
Drainage and Access Easement

Commence at the Northeast corner of Lot 4, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida also being on the Southerly right of way boundary of Cypress Circle (60 foot right of way); thence leaving said Northeast corner and Southerly right of way run South 02 degrees 22 minutes 50 seconds East along the Easterly boundary of said Lot 4, Block "J" a distance of 136.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue along said Easterly boundary of Lot 4, Block "J" South 02 degrees 22 minutes 50 seconds East a distance of 27.98 feet to the Southeast corner of said Lot 4, Block "J" also being the Northerly boundary of that property recorded in Official Records Book 1907, Page 1927 of said Public Records; thence leaving said Southeast corner run North 81 degrees 17 minutes 05 seconds West along the Southerly boundary said Autumn Woods Unit 4 and along the Northerly boundary of those parcel recorded in Official Records Book 1907, page 1927 and Official Records Book 2373, Page 355 of said Public Records, a distance of 120.79 feet to the Southwest corner of said Lot 4, Block "J"; thence leaving said Southwest corner and Southerly boundary run North 00 degrees 09 minutes 23 seconds West along the Westerly boundary of said Lot 4, Block "J" a distance of 29.08 feet; thence leaving said Westerly boundary run South 72 degrees 25 minutes 51 seconds East a distance of 52.49 feet; thence run South 87 degrees 16 minutes 18 seconds East a distance of 23.88 feet; thence run South 86 degrees 50 minutes 57 seconds East a distance of 44.48 feet to the POINT OF BEGINNING, containing 0.07 acre, more or less.

The above described property being a portion of Lot 4, Block "J" of Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida

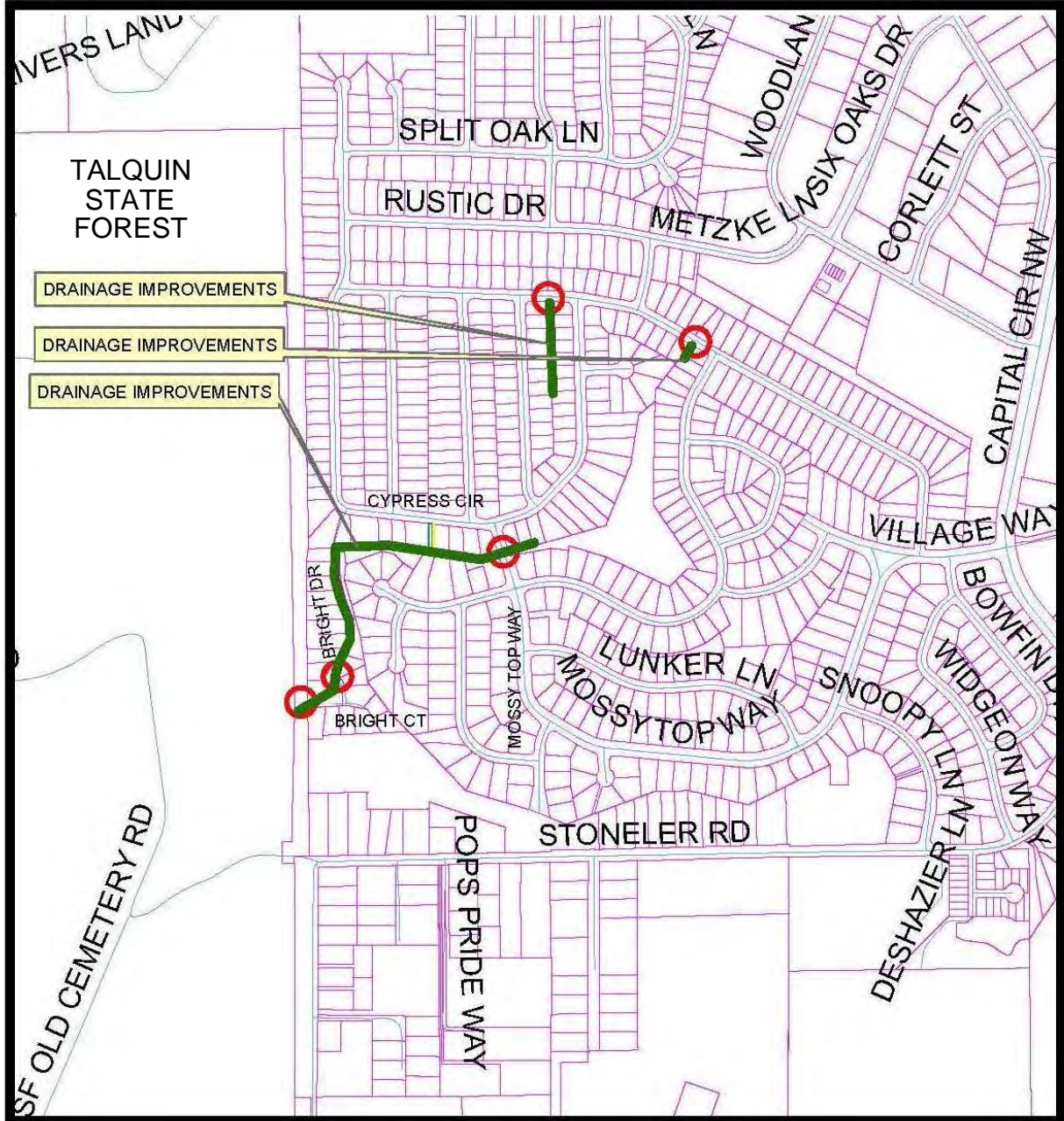
The above described property being subject to a 55 foot wide power line easement as recorded in Autumn Woods Unit 4 as per map or plat thereof recorded in Plat Book 8, Page 15 of the Public Records of Leon County, Florida.

The above described property being subject to a 50 foot wide power line easement recorded in Deed Book 231, Page 471 of the Public Records of Leon County, Florida.

This is a non-exclusive perpetual drainage and access easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the above-described land located in Leon County, Florida.

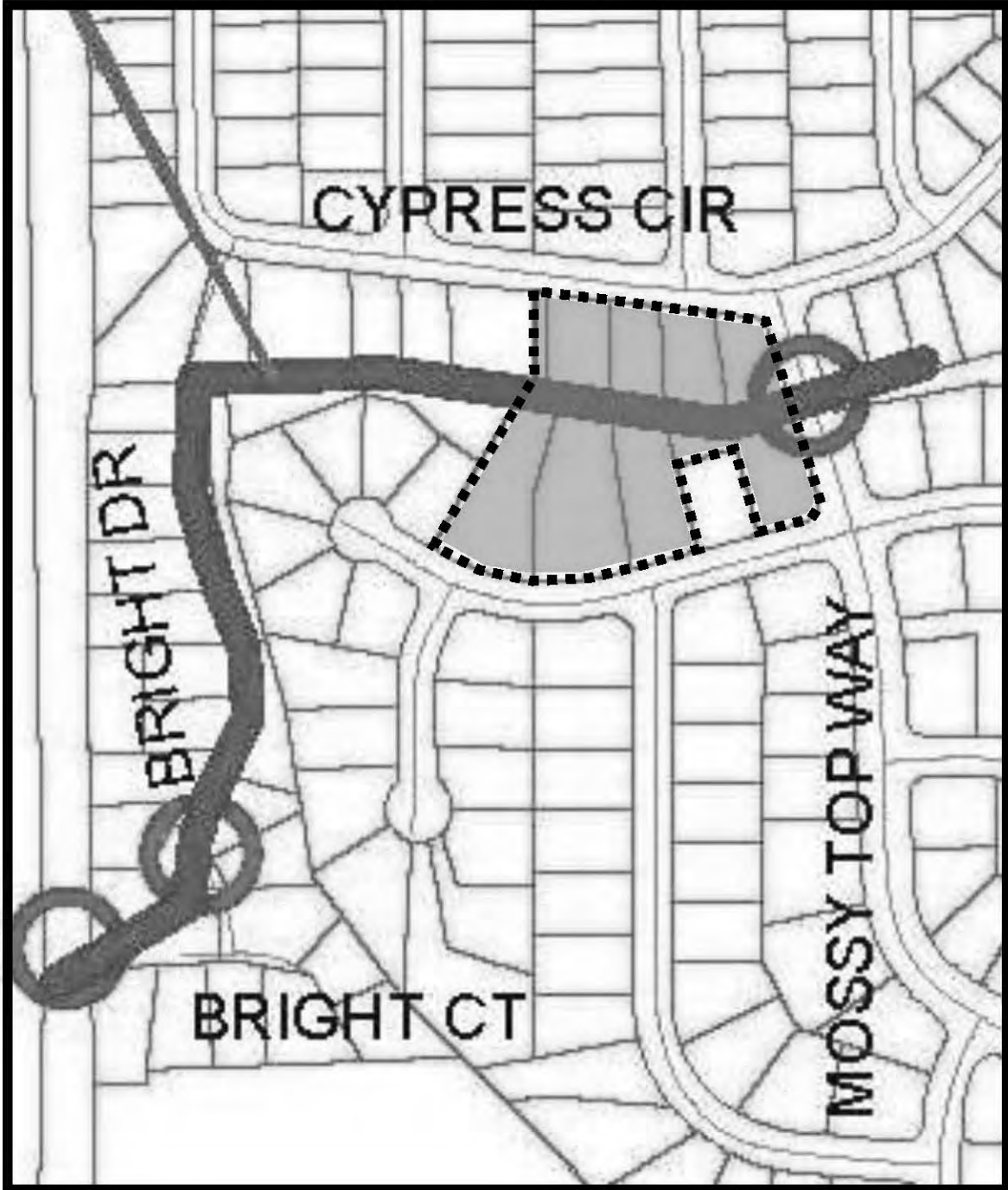
# AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT


## Overall Project Area



AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT

Project Area for Easement Acquisitions




 parcels over which easements will be acquired



# BOARD OF COUNTY COMMISSIONERS

## INTER-OFFICE MEMORANDUM

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

From: Charles Wu, P.E.   
Chief of Engineering Design, Engineering Services Division  
Leon County Department of Public Works

Date: January 29, 2015

Subject: Public Purpose and Necessity of Property to be Acquired for Autumn Woods  
Drainage Improvements Project

---

### I. INTRODUCTION

The following information is submitted for consideration by the Board of County Commissioners ("Board") in approving the Resolution of public purpose and necessity for the acquisition of property interests associated with the construction of drainage improvements in the area in and around the Autumn Woods subdivision (the "Autumn Woods Area"). The Autumn Woods Drainage Improvements Project (the "Autumn Woods Project" or "Project") will make improvements to the main drainage way running through the Autumn Woods Area in order to reduce the occurrence of yard-flooding incidents in the Autumn Woods Area.

In my capacity as Chief of Engineering Design, I have knowledge of the factors considered in recommending that the Board: (a) select the alternative for the proposed improvements as set forth in the current construction plans and map of survey for the Project; and (b) authorize eminent domain to acquire the property interests necessary for the public purpose of constructing the Project.

### II. PROJECT PURPOSE AND CHRONOLOGY

The Autumn Woods Project was one of 16 projects considered by the Board in the aftermath of the 2008 Tropical Storm Fay when the Board conducted a workshop regarding stormwater and transportation infrastructure improvements to address flooding issues throughout the County. The January 29, 2009 workshop included a segment on "Project Specific Solutions" which presented to the Board a list of areas of known flooding during Tropical Storm Fay and other prior storm events along with suggested solutions for consideration by the Board to mitigate or prevent reoccurrence of such flooding in future storm events. The Board subsequently approved

Necessity of Property to be Acquired for Autumn Woods Drainage Improvements Project  
January 29, 2015  
Page 2

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and ratified at its February 12, 2009 regular meeting staff's recommendation from the workshop to proceed with the 16 projects, including the Autumn Woods Project.

The purpose for the Project is to reduce the occurrence of yard-flooding incidents in the Autumn Woods Area. During periods of intense and prolonged rainfall, flooding occurs in the Autumn Woods Area and passage along some of the roadways is severely limited. Following the 2008 Tropical Storm Fay, the flooding in the Autumn Woods Area exceeded all previous levels. Parts of the area were submerged or damaged by the high flows. Although the flood waters recede following each storm event, the Autumn Woods Area remains in jeopardy, exposed to repeat occurrences of similar flooding events following heavy rainfall. Therefore, it is the purpose of the Project to address the existing drainage system in the Autumn Woods Area in a manner that mitigates the type of flooding problems created by intense storms.

The original scope of the Project improvements included only one cross drain upgrade under Autumn Woods Way. However, after further engineering analyses and stormwater modeling, including that as set forth in the January 15, 2013 Final Engineering Report prepared by Inovia Consulting Group, it was concluded that a more comprehensive approach was warranted in order to mitigate the reoccurrence of stormwater flooding. The expanded scope of the Project will make improvements to the main drainage way running through the Autumn Woods Area. The drainage way starts at the north side of Autumn Woods Way and flows southwesterly along the subdivision boundary between Autumn Woods and Lakewood Village, then through the Shadywood subdivision, and finally discharges into the Talquin State Forest. The Project improvements include cross drain upgrades at Autumn Woods Way, Mossy Top Way, and Bright Drive, and the removal of sediment from a major portion of the main ditch running between the cross drains. The ditch embankments will also be stabilized. In addition, a stilling pool will be built on the downstream side of the Bright Drive cross drain followed by a low water crossing through the utility berm to remove the final discharge restriction.

Although most of the main drainage way lies within County-maintained right-of-way, a segment of the existing ditch on the west side of Mossy Top Way extends across the rear yards of several residential properties. There are no easements or such dedicated right-of-way across this segment of the ditch that will allow the County to make improvements to the ditch and maintain it in perpetuity. In addition, this segment of the ditch has been historically overgrown with vegetation, which obstructs the flow. As a part of Project scope, it will be necessary to acquire permanent drainage and access easements from the property owners abutting this ditch segment. The easement acquisitions will allow for the County to provide ditch cleaning and embankment stabilization in this segment of the Project.

The Autumn Woods Drainage Improvements Project has been a long recognized need for mitigating the occurrence of stormwater flooding in the Autumn Woods Area. By expanding the Project from its original scope, the County has determined that 109 households in the Autumn Woods Area will benefit from the Project improvements. As such, the Autumn Woods Project clearly represents a County public purpose.

Necessity of Property to be Acquired for Autumn Woods Drainage Improvements Project  
January 29, 2015  
Page 3

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### III. FIVE (5) NECESSITY FACTOR CONSIDERATIONS FOR AUTUMN WOODS DRAINAGE IMPROVEMENTS PROJECT

#### A. ALTERNATE ALIGNMENTS

The Project purpose of the Autumn Woods Project involves the improvement to an existing drainage system running through the Autumn Woods Area and discharging into the Talquin State Forest. The Project analysis identified three alternatives to provide a reduction in flooding within the Autumn Woods Area, as follows:

##### Alternative 1: Rehabilitation of the Existing Drainage System.

Alternative 1 includes rehabilitating the existing drainage system by increasing the capacity of the existing upstream cross drains, conducting maintenance activities within the existing ditches (identified as manmade wetlands and manmade other surface waters) in the drainage easements, realigning drainage conveyance where needed, constructing a stilling pool at the downstream end of the project, and increasing the outfall flow by constructing a low water crossing. The result of the proposed improvements would be an increase in flow volume within the system, an increase in floodplain capacity, and a reduction in floodwater elevations. As a result, the project will improve the quality of health, welfare and safety for the residents within the subdivisions by reducing the residential yard flooding and preventing future road closures.

##### Alternative 2: Piping Alternative.

The Piping Alternative would include enclosing the existing ditches within the drainage easements by “piping” the upstream flow to the discharge point. This Alternative would reduce the level of flooding within the neighborhoods; however, it would require that the manmade wetlands and other surface waters associated with the drainage system be permanently “filled in”. As a result, the wetland functions being provided by the wetlands and other surface waters within the existing drainage easements would be permanently impacted.

##### Alternative 3: No Build.

The No Build Alternative would not provide any improvement to the current drainage system. While it does not involve work within wetlands, other surface waters, or floodplains, the No Build Alternative will not reduce the level of flooding within the Autumn Woods and the Shadywood Subdivisions. Residents would continue to have limited access to homes during large rainfall events, as well as yard flooding.

Necessity of Property to be Acquired for Autumn Woods Drainage Improvements Project  
January 29, 2015  
Page 4

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## B. LONG-RANGE PLANNING

The Tallahassee-Leon County Comprehensive Plan, adopted in July 1990 and revised in July 2014 (the "Comp Plan"), contains the long range goals, objectives, and policies for the County through the year 2030. The goals, objectives, and policies regarding stormwater management are contained within the Utilities Element of the Comp Plan, with Goal 1 providing as follows:

Stormwater Management: Goal 1. Provide a stormwater management system which protects the health, welfare, and safety of the general public by reducing damage and inconvenience from flooding and protects surface water and groundwater quality.

With regard to the levels of service (LOS) expected for the County's stormwater management facilities, Objective 1.5 [SM] of the Comp Plan provides that needed stormwater management facilities will be provided in a manner which (1) protects investments in and maximizes the use of existing facilities; (2) protects presently developed or undeveloped downstream properties; and (3) promotes orderly, compact urban growth. In addition, Policy 1.5.2 [SM] provides the criteria to determine whether various levels of service are being met with regard to flood control.

From a long-range planning perspective, Alternatives 1 and 2 are both designed toward accomplishing those goals, objectives, and policies contained in the Comp Plan with regard to stormwater management, while the no-build Alternative 3 is not. Alternative 1 is the preferable alternative in that, while designed toward accomplishing those Comp Plan goals, objectives, and policies, it avoids the environmental impacts that result from Alternative 2 as described in subparagraph D, below.

## C. SAFETY CONSIDERATIONS

The Autumn Woods Area currently experiences a number of safety deficiencies with regard to reoccurring flooding events following heavy rainfalls. Deficiencies include flooding in yards and homes, temporary road closure due to flooding, and life safety hazards due to the high flow levels. Alternatives 1 and 2 were developed to address these safety concerns, while the no-build Alternative 3 does nothing to address safety concerns.

Alternative 1 is preferable to Alternative 2 in that it addresses the projected future need for flooding mitigation while avoiding the environmental impacts as described in subparagraph D, below.

Necessity of Property to be Acquired for Autumn Woods Drainage Improvements Project  
January 29, 2015  
Page 5

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#### D. ENVIRONMENTAL IMPACTS

The southern half of the Project area is identified on the FEMA FIRM maps as being within the 100 year floodplain. In addition, it was determined that manmade wetlands and manmade other surface waters are occurring within the Project area. Alternatives 1 and 2 will both require that the Project improvements be conducted within the floodplain and wetlands, while the no-build Alternative 3 will not. Any impact to the floodplain and wetlands resulting from Alternative 1 will only be temporary during construction, while the impact resulting from Alternative 2 will be permanent.

Alternative 2, while reducing the level of flooding within the Autumn Woods Area, will require that the manmade wetlands and other surface waters associated with the drainage system be permanently filled in. As a result, the wetland functions being provided by the wetlands and other surface waters within the existing drainage easements would be permanently impacted.

The no-build Alternative 3, while not involving work within the floodplain or wetlands, it will not reduce the level of flooding within the Autumn Woods Area. Residents would continue to have limited access to homes during large rainfall events, as well as yard flooding.

Alternative 1 is the preferred alternative because, while only temporarily impacting the floodplains and wetlands during construction, it will have the permanent effect of increasing the flow volume within the system, increasing the floodplain capacity, and reducing the floodwater elevations. Alternative 1 also will result in a benefit to the natural environment within the Autumn Woods Area because it will remove exotic and nuisance species, replant the area with native grasses, and result in a net benefit to wildlife habitat within Project area. In addition, several design components have been included in the Project to minimize the floodplain and wetland impacts, and to restore and preserve the beneficial values served by these features. They include the following:

##### Within Floodplain:

- The Project design includes an increase in channel volume and flow capacity. As a result, stormwater runoff will be routed towards the discharge point at a faster rate thereby reducing the current level of flooding.
- The increase in culvert size will reduce tail water ponding at the culvert locations.
- The increase in channel capacity is designed to prevent incidental backyard flooding that currently escapes the drainage ditches.
- The proposed maintenance activities will remove existing sediment buildup within the drainage channels providing additional capacity.

## Necessity of Property to be Acquired for Autumn Woods Drainage Improvements Project

January 29, 2015

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- Stabilization of the ditch embankments will prevent future scour and erosion within the channel, and will reduce future maintenance.
- Construction of the stilling pool adds additional floodwater capacity.
- Construction of the low water crossing will prevent the ponding of flow at the discharge point, reducing the current level of floodwaters.
- The construction of the Project improvements will result in a net increase in floodplain capacity thereby restoring and preserving the beneficial values of the floodplain.

Within Wetlands:

- Removal of the exotic and nuisance species within the wetlands and other surface waters and the replanting of this area with native grasses will improve the quality of these features as well as the aesthetics of the system.
- Stabilization of the channels will prevent erosion of the channels and impact to the natural habitat.
- Construction of the stilling pool will reduce the discharge flow velocity thereby reducing the potential for offsite erosion.
- Construction of the low water crossing will eliminate the current manmade dam which currently severs the wetland located at the down gradient boundary of the project.
- Removal of the current deposits of sediment, and the existing exotic and nuisance species, will prevent migration to downstream sensitive environmental features.
- The construction of the Project improvements will result in restoring and preserving the beneficial values of the wetland and other surface water features.

**E. COSTS**

The no-build Alternative 3 is the least expensive alternative; however, it does nothing to reduce the level of flooding within the Autumn Woods Area. Alternative 2 is significantly more expensive than Alternative 1 because it involves more materials and labor. In addition, as explained in subparagraph D above, Alternative 2 results in significantly more environmental impacts than Alternative 1.

Alternative 1 is obviously the preferred alternative from a cost perspective because it is less expensive than Alternative 2, while also resulting in significantly less environmental impact.

**Necessity of Property to be Acquired for Autumn Woods Drainage Improvements Project**

January 29, 2015

Page 7

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**IV. RECOMMENDATION**

Alternative 1, Rehabilitation of the Existing Drainage System, is the recommended alternative because, of the two alternatives that accomplish the Project purpose of reducing flooding, it is the least expensive and results in the least environmental impact. In addition, Alternative 1 will have the permanent effect of increasing the flow volume within the system, increasing the floodplain capacity, and reducing the floodwater elevations. Alternative 1 also will result in a benefit to the natural environment within the Autumn Woods Area because it will remove exotic and nuisance species, replant the area with native grasses, and result in a net benefit to wildlife habitat within Project area.

In order to proceed with Alternative 1, it will be necessary to acquire permanent drainage and access easements from the property owners abutting the ditch segment on the west side of Mossy Top Way. The easement acquisitions will allow for the County to provide ditch cleaning and embankment stabilization in this segment of the Project.

For these reasons, it is recommended that the Board approve the Resolution of public purpose and necessity authorizing the acquisition of the property interests needed for the public purpose of constructing the Autumn Woods Drainage Improvements Project as described above.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**




# Leon County Board of County Commissioners

## Cover Sheet for Agenda #9

February 10, 2015

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Approval of the First Addendum to Tri-Party Infrastructure and Conveyance Agreement Between Leon County, Florida and Orchard Pond Greenway, LLC, et al

---

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney

**Fiscal Impact:**

This item does not have a fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve the proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement between Leon County, Florida and Orchard Pond, LLC, Orchard Pond Greenway, LLC and Orchard Pond Parkway, LLC (Attachment #1), and authorize the Chairman to execute same.

## **Report and Discussion**

### **Background:**

Leon County entered into the Tri-Party Infrastructure and Conveyance Agreement on or about August 14, 2013, related to the Orchard Pond Parkway Toll Road proposed to be constructed and operated by Orchard Pond Greenway, LLC pursuant to a long-term Toll Road Operation and Lease Agreement wherein the property is owned by Orchard Pond, LLC (Attachment # 2).

On December 4, 2014, counsel for Mr. Jeffrey Phipps on behalf of Orchard Pond, LLC notified the County Attorney's Office that Orchard Pond, LLC desired to convey the toll road property subject to the Tri-Party Infrastructure and Conveyance agreement to Orchard Pond Parkway, LLC and to have that entity substituted as "Owner" in said Agreement.

### **Analysis:**

In order to effectuate the change requested by counsel for Orchard Pond, LLC, the County must enter into a First Addendum to Tri-Party Infrastructure and Conveyance Agreement (Attachment #1) substituting Orchard Pond Parkway, LLC as the "Owner" under said Agreement.

In addition, this First Addendum to Tri-Party Infrastructure and Conveyance Agreement addresses the County not being obligated to pay the Mortgage & Security Agreement dated December 5, 2014 by and between Orchard Pond Parkway, LLC, as Mortgagor, Orchard Pond Greenway, LLC, as Borrower, and State of Florida Department of Transportation, as Lender, and recorded in Official Records Book 4741, at Page 1211 of the Public Records of Leon County, Florida (hereinafter "the SIB Mortgage"). While the County's title to such real property will be subject to the SIB Mortgage, the County shall have no obligation to pay the debt secured by the SIB Mortgage, which shall remain the obligation of the Borrower."

### **Options:**

1. Approve the proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement between Leon County, Florida and Orchard Pond, LLC, Orchard Pond Greenway, LLC and Orchard Pond Parkway, LLC (Attachment #1), and authorize the Chairman to execute same.
2. Do not approve the proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement between Leon County, Florida and Orchard Pond, LLC, Orchard Pond Greenway, LLC and Orchard Pond Parkway, LLC.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Proposed First Addendum to Tri-Party Infrastructure and Conveyance Agreement.
2. Tri-Party Infrastructure and Conveyance Agreement dated August 14, 2013.

HWAT:kam

**FIRST ADDENDUM TO  
TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT**

THIS FIRST ADDENDUM TO TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT (hereinafter “Addendum”) is entered into as of December 5, 2014, by and between LEON COUNTY, FLORIDA (hereinafter “the County”), a charter county and political subdivision of the State of Florida, ORCHARD POND GREENWAY, LLC (hereinafter “the Operator”), a Florida limited liability company, ORCHARD POND, L.L.C. (hereinafter “OP”), a Florida limited liability company, and ORCHARD POND PARKWAY, LLC (hereinafter “OPP”), a Florida limited liability company.

WHEREAS, the County, the Operator, and OP entered into that certain Tri-Party Infrastructure and Conveyance Agreement effective August 14, 2013 with respect to the construction of a toll road project known as Orchard Pond Parkway (“the Agreement”); and

WHEREAS, the parties to the Agreement now desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the County, the Operator, OP, and OPP hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.
2. The Agreement is hereby amended to provide that OPP, as the successor in title to the real property being the subject of the Agreement, is substituted as the “Owner” (as defined in section 2(n) of the Agreement) in the place of OP.
3. Section 10.(c)(v) of the Agreement is hereby amended to add the following provision:
  - “5. that certain Mortgage & Security Agreement dated December 5, 2014 by and between Orchard Pond Parkway, LLC, as Mortgagor, Orchard Pond Greenway, LLC, as Borrower, and State of Florida Department of Transportation, as Lender, and recorded in Official Records Book 4741, at Page 1211 of the Public Records of Leon County, Florida (hereinafter “the SIB Mortgage”). While the County’s title to such real property will be subject to the SIB Mortgage, the County shall have no obligation to pay the debt secured by the SIB Mortgage, which shall remain the obligation of the Borrower.”
4. Section 14 of the Agreement is hereby amended with regard to notices to the Owner to read as follows:

For the Owner:

Orchard Pond Parkway, LLC  
c/o Jeffrey S. Phipps  
500 Orchard Pond Road  
Tallahassee, Florida 32312

Copy to:

Michael P. Bist  
Gardner, Bist, Wiener, Bowden, Bush  
Dee, LaVia & Wright, P.A.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308

5. Except as specifically amended in this Addendum, all of the terms, provisions, covenants, and conditions of the Agreement shall remain unmodified and in full force and effect as written.

The above-named parties have executed this Addendum to be effective as of the date set forth above.

**ORCHARD POND, L.L.C., A FLORIDA  
LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida  
limited liability company.  
Its: Manager

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By: Jeffrey S. Phipps  
Its: Manager

**ORCHARD POND PARKWAY, LLC, A  
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida  
limited liability company.  
Its: Manager

---

By: Jeffrey S. Phipps  
Its: Manager

**ORCHARD POND GREENWAY, LLC, A  
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida  
limited liability company.  
Its: Manager

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By: Jeffrey S. Phipps  
Its: Manager

**LEON COUNTY, FLORIDA**

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By: Mary Ann Lindley, Chairman  
Board of County Commissioners

**APPROVED AS TO FORM:  
County Attorney's Office**

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Herbert W. A. Thiele, Esquire  
County Attorney

## **TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT**

**THIS TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT** ("Agreement") is made as of the *Effective Date* (as defined in Paragraph 2(g) below), by and between **LEON COUNTY, FLORIDA** ("County"), a charter county and political subdivision of the state of Florida, **ORCHARD POND GREENWAY, LLC** ("Operator"), a Florida limited liability company, and **ORCHARD POND, LLC** ("Owner"), a Florida limited liability company, and its successors or assigns.

### **RECITALS**

**WHEREAS**, the Owner owns approximately 168 acres of land comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000 (collectively the *Parent Tract* as hereinafter defined); and

**WHEREAS**, the Operator desires to construct upon the *Parent Tract* a toll road project known as the Orchard Pond Parkway; and

**WHEREAS**, pursuant to the Toll Road Operation and Lease Agreement between the Owner and the Operator (*Operation and Lease Agreement* as hereinafter defined), the Operator will lease a portion of the *Parent Tract* of approximately 52 acres in total land area along with all real property improvements located or to be located in the future thereon (the *Leased Property* as hereinafter defined), and will construct and operate on the *Leased Property* the Orchard Pond Parkway and its associated facilities (the *Toll Road Project* as hereinafter defined), which comprises a project of approximately 5.3 miles in length connecting Meridian Road and Bannerman Road on its eastern terminus and Old Bainbridge Road on its western terminus; and

**WHEREAS**, pursuant to the *Operation and Lease Agreement*, the *Road Improvements* (as hereinafter defined) in the completed *Toll Road Project*, which are exclusive of the *Toll Operations Improvements* (as hereinafter defined), will become part of the *Leased Property* and be owned in fee simple by, and belong to, the Owner, while the maintenance responsibility for the entire *Toll Road Project* will be that of the Operator; and

**WHEREAS**, the County, the Operator, and the Owner desire to enter into this Agreement to set forth the conditions pursuant to which (i) the *Toll Road Project* will be constructed by the Operator on the *Leased Property* and (ii) the *Leased Property*, including the *Road Improvements*, will thereafter be conveyed by the Owner to the County, together with the lands and property interests needed for the *Recreational Trails* and the *Scenic Easements* (as hereinafter defined); and

**WHEREAS**, the County desires to authorize the Operator to continue to operate the *Toll Road Project* on the *Leased Property* after the *Leased Property* has been conveyed in fee simple to the County; and

**WHEREAS**, the *Toll Road Project* fulfills the County's long-standing desire for an east-west connection between Meridian Road and Bannerman Road on the *Toll Road Project's* eastern terminus and Old Bainbridge Road on the *Toll Road Project's* western terminus; and

**WHEREAS**, the *Toll Road Project* is included in the Capital Regional Transportation Planning Agency Regional Mobility Plan; and

**WHEREAS**, the *Toll Road Project* is designed and intended to provide a transportation roadway for use by the population of the Urban Service Area; and

**WHEREAS**, the *Toll Road Project* is consistent with the Rural designation on the Future Land Use Map of the County's Comprehensive Plan and the Rural zoning district on the Official Zoning Atlas; and

**WHEREAS**, the County finds that the *Toll Road Project*, as proposed in the design and construction plans approved by the County (the *Plans* as hereinafter defined), is consistent with the County's Comprehensive Plan and the County's Land Development Code, and furthers the public health, safety, and welfare of the County; and

**WHEREAS**, the County finds that this Agreement strengthens the public planning process, encourages private participation and comprehensive planning, and reduces the cost to the County of providing needed infrastructure such as roads.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the Operator, and the Owner covenant and agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Definitions.** Unless otherwise specified or the context otherwise requires, the following terms have the following meanings for the purposes of this Agreement:

(a) ***Authorization*** means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization, or other requirement of any governmental authority that applies to all or any part of the construction and maintenance of the *Toll Road Project* or the conduct of the *Toll Operations*.

(b) ***Comprehensive Plan*** means the Tallahassee-Leon County Comprehensive Plan adopted on July 16, 1990, and revised on December 15, 2011, and as may hereafter be amended.

(c) ***County*** means, when not preceded by the word Leon, the governmental entity known as Leon County, Florida, a charter county and political subdivision of the State of Florida.

(d) **Closing** means the closing of the transaction in which the *Leased Property* is conveyed by the Owner to the County in accordance with this Agreement.

(e) **Designated Person** means the *Representative* of each *Party* who is designated as such for the purposes of Paragraph 32 below.

(f) **Final Project Acceptance Date** means the date on which the Operator has obtained *Authorization* to open the completed *Toll Road Project* to traffic and commence the collection of toll revenues.

(g) **Effective Date** means the date on which the last *Party* signed this Agreement.

(h) **Land Development Code** means land development regulations contained within the Land Development Code at Chapter 10 of the Code of Laws of Leon County, and as may hereafter be amended.

(i) **Law** means any applicable federal, state, or local law, rule, or regulation.

(j) **Leased Property** means the land comprising the portion of the *Parent Tract* generally depicted on Exhibit "A" as the proposed Orchard Pond Parkway alignment, together with any and all *Road Improvements*, and excluding any *Toll Operations Improvements*.

(k) **Maintenance Standards** means the guidelines and criteria on the standards, specifications, policies, procedures, and processes that apply to the maintenance and rehabilitation of, and capital improvements to, the *Road Improvements* as set forth in the *Operation and Lease Agreement*, including any *Plans* submitted by the Operator to the County pursuant to the *Maintenance Standards*.

(l) **Operation and Lease Agreement** means the Toll Road Operation and Lease Agreement between the Owner, as Lessor, and the Operator, as Lessee, to be executed subsequent to the execution of this Agreement, an unsigned copy of which is attached hereto as Exhibit "B."

(m) **Operator** means the entity known as Orchard Pond Greenway, LLC, a Florida limited liability company.

(n) **Owner** means the entity known as Orchard Pond, LLC, a Florida limited liability company.

(o) **Parent Tract** means the tract of land approximately 168 acres in size comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

(p) **Party** means a party to this Agreement and "Parties" means all of them.

(q) **Permits** means all permits, licenses, consents, approvals, and agreements that may be required in connection with the construction and installation of the *Road Improvements*, the *Toll Operations Improvements*, and the *Recreational Trails* as contemplated by the *Plans* and as provided for in this Agreement.

(r) **Plans** means any and all of the design plans, construction plans, reports, surveys, and other such documents for the design and construction of any improvements comprising either *Road Improvements*, the *Toll Operations Improvements*, or the *Recreational Trails*.

(s) **Recreational Trail(s)** means the trails located within the *Parent Tract* on lands adjacent to the *Leased Property* to be constructed and maintained by the County for public use by pedestrians and bicyclists, together with any associated facilities located on such lands for stormwater management, parking, and other such supporting facilities.

(t) **Representative** means, with respect to any person, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other person for whom such person is responsible at law or other representative of such person and any professional advisor, consultant, or engineer designated by such person as its "Representative."

(u) **Road Improvements** means any real property improvements located on, or to be located in the future on, the *Leased Property* and which (i) are constructed in accordance with *Plans*; (ii) enable, or are otherwise associated with, the *Permitted Use*; and (iii) enable, or are otherwise associated with, the lawful operation of a road, street, or highway open to travel by the public including, but not limited to, the associated roadbeds, road surfaces, sidewalks, bicycle lanes, culverts, drains, sluices, ditches, stormwater management facilities, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

(v) **Scenic Easement(s)** means the easements located within the *Parent Tract* on lands adjacent to the *Leased Property* created for the benefit of the public for the purpose of maintaining and preserving the view from the Orchard Pond Parkway and the adjacent *Recreational Trails* and to be maintained by the Owner.

(w) **Toll Operations** means the construction, operation, management, maintenance, repair, and rehabilitation of, and toll revenues collection from, or in connection with, the *Toll Operations Improvements* and any other actions relating to the operation of, and toll revenue collection from, the *Toll Operations Improvements* that are to be performed by or on behalf of the Operator.

(x) **Toll Operations Improvements** means any and all improvements, fixtures, and equipment which are constructed or installed on the *Leased Property* and which are not deemed to be *Road Improvements*; such improvements, fixtures, and equipment include, but are not limited to, administration buildings, collection booths, gantries, and other such toll structures, fixtures, and equipment which enable, or are otherwise associated with, the collection of toll revenues.

(y) **Toll Road Project** means the *Road Improvements* together with the *Toll Operations Improvements*.

3. **Purpose.** This Agreement is not intended to, nor does it, approve or authorize any amount of development or type of use on the *Leased Property*, except as otherwise provided



herein, and except as consistent with the requirements of the *Comprehensive Plan* and the *Land Development Code*. Rather, the purpose of this Agreement is to:

(a) clarify the process by which the County will review the *Plans* for the *Road Improvements*, separate and apart from the County's review for approval of any *Permits*, and make final design recommendations in accordance with Paragraph 8(b) below;

(b) set forth the terms by which the Owner, after the Operator's completion of the *Toll Road Project* will convey the *Leased Property* in fee simple to the County along with an assignment of the *Operation and Lease Agreement*; and

(c) set forth the terms by which the Owner will convey to the County the various other property interests adjacent to the *Leased Property* for use as *Recreational Trails* and *Scenic Easements*.

4. **Lands Affected; Use.** The *Toll Road Project* will be located on the *Leased Property*. The *Recreational Trails* and *Scenic Easements*, as described in Paragraph 5 below, will be located on property owned by the Owner adjacent to the *Leased Property*.

(a) The *Parties* acknowledge and agree that the legal descriptions of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* will not be available in its final form until after the completion of the *Road Improvements* and, as such, the descriptions and depictions of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* in the Exhibit "A" on the *Effective Date* of this Agreement are only conceptual and are not intended to be the final form of the legal descriptions.

(b) Pursuant to the *Operation and Lease Agreement*, the final form of the legal description of the *Leased Property* will be completed upon the completion of the *Road Improvements* and will thereafter be incorporated into the *Operation and Lease Agreement* by virtue of an amendment thereto, and will be evidenced in the official records of Leon County, Florida, with the recording therein of an amended Memoranda of Lease. The conveyance of the *Leased Property* to the County shall be subject to the County's receipt of such legal description in accordance with Paragraph 10(c)(ii) below.

(c) The final form of the legal descriptions of the *Scenic Easements* and the *Recreational Trails* will be completed upon the completion of the *Road Improvements*. The conveyance of the *Scenic Easements* and the *Recreational Trails* to the County shall be subject to the County's receipt of such legal descriptions in accordance with Paragraph 10(c)(ii) below.

(d) Unless otherwise consented to by the *Parties* in writing, the use of the lands affected by this Agreement shall be reserved for use by the Owner, the Operator, and the County in the following manner:

- (i) use of the *Toll Road Project* by the Owner, as Lessor, the Operator, as Lessee, and the County, as successor Lessor, in accordance with the terms of the *Operation and Lease Agreement*; and
- (ii) use of the *Scenic Easements* and the *Recreational Trails* by the County and the Owner in accordance with the terms of the documents pertaining

to the Owner's conveyance to the County of the property interests allowing such uses.

5. **Scenic Easements and Recreational Trails.** At *Closing* in accordance with Paragraph 10(c) below, the Owner shall convey to the County the *Scenic Easements* and *Recreational Trails* as described below subject to the conditions that (i) such *Recreational Trails* shall be located upon land that is suitable for development of the intended uses without extraordinary development costs to the County; (ii) that the use of the *Scenic Easements* shall not prohibit use for stormwater management required for the development of the *Recreational Trails*; provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; (iii) to the extent that the *Scenic Easements* do not provide sufficient area for such stormwater management, the Owner shall convey to the County, at no cost to the County, additional easement interests sufficient to accommodate such stormwater management needs; provided, however, that the land area to be encumbered by such additional easement interests shall be limited to no greater than necessary for the County to reasonably accommodate the stormwater management needs as required by the *Permits* for the development of the *Recreational Trails*; and (iv) that such *Scenic Easements* and *Recreational Trails* shall not prohibit use for vehicular access necessary for maintenance of the *Recreational Trails*, *Scenic Easements*, and any stormwater management facilities located therein.

(a) **Scenic Easements.** The Owner shall convey to the County the following *Scenic Easements* as conceptually depicted on Exhibit "A" attached hereto and made a part hereof:

- (i) A *Scenic Easement* over a strip of land approximately fifteen (15) feet in width located:
  1. west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway; and
  2. immediately south of such portion of the right-of-way for the new Orchard Pond Parkway.
- (ii) A *Scenic Easement* over a strip of land on each side of that portion of the maintained right-of-way for the existing Orchard Pond Road conveyed in fee simple to the County pursuant to Paragraph (b)(ii) below, such that the combined width of such maintained right-of-way conveyed in fee simple to the County and the scenic easements totals eighty (80) feet, with approximately forty (40) feet on each side of the center line of the maintained right-of-way for the existing Orchard Pond Road.

(b) **Recreational Trails.** The Owner shall convey in fee simple to the County the following *Recreational Trails* as conceptually depicted on Exhibit "A" attached hereto and made a part hereof:

- (i) A strip of land for public use by pedestrians and bicyclists approximately fifteen (15) feet in width located:

1. east of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway; and
  2. immediately south of such portion of the right-of-way for the Orchard Pond Parkway.
- (ii) A strip of land for public use by pedestrians and bicyclists within the portion of the maintained right-of-way for the existing Orchard Pond Road located west of the intersection of the existing Orchard Pond Road and the new Orchard Pond Parkway. Such land may also be used for associated stormwater, parking, and other facilities as may be appropriate to support a pedestrian and bicycle trail.
- (iii) A strip of land for public use as a riverwalk trail to provide pedestrian access to view the Ochlockonee River. Such strip of land is estimated to contain approximately one and one-half (1.5) acres in land area.
- (iv) A rectangular parcel of land located near the western terminus of the Orchard Pond Parkway for public use as parking to support a pedestrian and bicycle trail. Such parcel of land is estimated to contain approximately one (1.0) acre in land area.

(c) **Roads and Equipment Crossings.** The Owner shall have the right to cross all *Scenic Easements* and *Recreational Trails* with roads or equipment crossings, with the exception of those *Recreational Trails* described in Paragraphs 5(b)(iii) and 5(b)(iv) above. The design and construction of the *Recreational Trails* by the County shall accommodate all existing roads and equipment crossings. The Owner shall be responsible for paying all costs associated with the design and construction of such road(s) and/or equipment crossing(s) that the Owner creates after the County's completion of the *Recreational Trails*. The Owner shall also be responsible, at the Owner's expense, for repairing any damage to the *Scenic Easements* and *Recreational Trails* resulting from such crossings.

6. **Authority for Agreement.** This Agreement is being entered pursuant to the County's home rule authority, its authority as a charter county, and pursuant to authority provided in Chapter 125, Florida Statutes.

7. **Duration of Agreement; Survival.** This Agreement shall be effective as of the *Effective Date* and shall continue in duration until any and all obligations of the *Parties* have been satisfactorily performed. Any and all of the *Parties'* rights or obligations which by their nature are to continue or be performed after the *Closing*, shall survive the *Closing*.

8. **Road Improvements Scope, Design and Construction.** Except as otherwise expressly stated herein, the scope, design and construction of the *Road Improvements* shall be the responsibility of the Operator, at the Operator's expense, and shall be subject to the following conditions:

- (a) **Scope.** The *Road Improvements* shall connect to Meridian Road and Bannerman Road on its eastern terminus and to Old Bainbridge Road on its western terminus.

(b) **Design.** The *Road Improvements* shall be designed in accordance with adopted standards for the design of public collector/arterial roads, with any applicable development standards established in the *Land Development Code*, and with any other applicable *Laws*, and shall be subject to the following review process:

- (i) Separate and apart from the County's review for approval of any *Permits*, the County shall be entitled to review the *Plans* for the design of the *Road Improvements* and provide recommendations to assist in assuring that such design is consistent with the County's standards.
- (ii) The Operator shall submit the *Plans* for *Road Improvements* to the County for review and recommendations at each progress point customary for such roadway design: 30%, 60%, 90%, and 100% of design completion. No later than ten (10) *Business Days* after each such *Plans* receipt by the County, the County shall provide any recommended *Plans* revisions in writing to the Operator; provided, however, that the County shall use reasonable efforts to expedite such review in recognition of the Operator's desire to complete the *Road Improvements* as soon as reasonably possible. Unless otherwise agreed upon by the *Parties*, the County's failure to provide any recommended *Plans* revisions within such timeframe shall be deemed to be the County's acceptance of such *Plans* as submitted for that particular progress point of design completion.
- (iii) If the Operator disapproves of the County's recommended *Plans* revisions, the Operator and the County shall attempt in good faith to reconcile the differences by taking part in the informal dispute resolution procedure set forth in Paragraph 32(a) below; provided, however, that the requirement to take part in the informal dispute resolution procedure in this subparagraph 10(a) shall not be applicable to design elements that are required by *Law*.

(c) **Construction.** The *Road Improvements* shall be constructed in accordance with adopted standards for the construction of public collector/arterial roads, shall meet all County ordinances, codes, and standards, and any other *Laws* applicable at the time of construction, and shall provide for all stormwater management and landscaping as the *Laws* require. In consideration for the benefits provided to the County in this Agreement, the County agrees, as part of its *Permit* process, to accept an application fee of \$90,000.00, which fee shall be remitted at the time of *Permit* application and prior to any *Permit* review. The County will process the application as required by the *Land Development Code*. Prior to the commencement of construction of the *Road Improvements*, the Operator shall, at the Operator's expense, retain an engineering firm approved by the County to provide construction engineering and inspection services ("*CEI Services*") with a scope of services to include, but not be limited to, the following:

- (i) administer, monitor, and inspect the construction contract such that the *Road Improvements* are constructed in reasonable conformity with the *Plans*;
- (ii) observe the construction contractor's work to determine the progress and quality of such work, and identify and report discrepancies to the Operator

and the County, and direct the construction contractor to correct such observed discrepancies; and

- (iii) inform the Operator and the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the construction contractor and the corrective action that has been directed to be performed by the construction contractor.

9. **Comprehensive Plan Amendment Restriction.** For a period of seven (7) years commencing with the *Effective Date* of this Agreement, the Owner, and its successors and assigns, shall be prohibited from filing an application for an amendment to the *Comprehensive Plan* requesting any increased density or intensity on the property comprising the *Parent Tract*; provided, however, that such prohibition shall not be applicable to any portion of the *Parent Tract* that is located within the Urban Service Area, as that term is defined in the *Land Development Code*. This restriction shall not be deemed to represent the County's support for any such amendments to the *Comprehensive Plan* proposed after the specified period seven-year period.

10. **Conditions Precedent to Conveyance of Leased Property to County.** The County's acceptance of the conveyance of the *Leased Property* by the Owner shall be subject to the satisfaction of each and every of the following conditions:

- (a) The County shall be entitled to review the *Plans* for the design of the *Road Improvements* in accordance with Paragraph 8(b) above.

- (b) No later than ten (10) *Business Days* prior to *Closing*, the Owner shall deliver to the County a true copy of the *Maintenance Standards*, in a form acceptable to the County, to be incorporated by amendment into the *Operation and Lease Agreement*; and an executed copy of such amendment to the *Operation and Lease Agreement* shall be delivered to the County at, or prior to, *Closing*.

- (c) Upon reaching the *Final Project Acceptance Date* of the completed *Toll Road Project*, the Owner shall convey the *Leased Property* in fee simple to the County along with an assignment of the *Operation and Lease Agreement* subject to the following terms and conditions:

- (i) The *Closing* shall take place no later than twenty (20) *Business Days* after the *Final Project Acceptance Date*, unless extended by agreement between the Owner and the County, at the law offices of Gardner, Bist, Wiener, Wadsworth & Bowden, P.A., 1300 Thomaswood Drive, Tallahassee, FL 32308, Tallahassee, Florida, or at such other location as agreed upon by the *Parties*;

- (ii) No later than twenty (20) *Business Days* prior to *Closing*, the Owner shall deliver to the County the final form of the legal descriptions for the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails* for use by the County, at the County's expense, in obtaining a title commitment;

- (iii) No later than twenty (20) *Business Days* prior to *Closing*, the Owner, at the Owner's expense, shall deliver to the County surveys of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, which surveys shall:
1. have been prepared in accordance with ALTA standards by a licensed surveyor or engineer;
  2. be certified to the County and the title company;
  3. be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the title commitment; and
  4. be in form and content acceptable to the County, including delivery of a computer disk and shall show all matters disclosed in the title commitment.
- (iv) No later than ten (10) *Business Days* prior to *Closing*, the County shall notify the Owner in writing of any unacceptable title defects in the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, and such title defects shall be cured by Owner, at Owner's expense, prior to *Closing*;
- (v) The Owner shall convey marketable title to the *Leased Property* and the *Recreational Trails* by general warranty deed subject only to:
1. zoning, restrictions, prohibitions, and other limitations imposed by governmental authority;
  2. public utility easements of record;
  3. any and all restrictions of record, exceptions, or other such matters as are set forth in the title commitment; and
  4. the reservation of the Owner's right to cross in accordance with Paragraph 5(c) above.
- (vi) The Owner shall convey the *Scenic Easements* by perpetual easement for the purpose of maintaining and preserving the view from the Orchard Pond Parkway and the adjacent *Recreational Trails* and subject to the following conditions:
1. that such use shall not prohibit the use of such easement for any stormwater management required for the development of the *Recreational Trails*, provided that the County shall use reasonable efforts to minimize such use within the *Scenic Easements* by first attempting to feasibly accommodate such stormwater management needs within the boundaries of its *Recreational Trails*; and
  2. that the Owner shall reserve the right to cross such easements in accordance with Paragraph 5(c) above.

- (vii) Any and all taxes and special assessments which are a lien upon the *Leased Property* or the *Recreational Trails* on or prior to the date of *Closing* (except current ad valorem taxes which are not yet due and payable) shall be paid by the Owner. With regard to any current ad valorem taxes levied against the *Leased Property* or *Recreational Trails*, the Owner shall at *Closing*, in accordance with Section 196.295, Florida Statutes, place in escrow with the Leon County Tax Collector an amount equal to the current ad valorem taxes prorated to the date of *Closing*, based upon the current assessment and millage rates on the *Leased Property* and *Recreational Trails*. This fund shall be used to pay any ad valorem taxes due, and the remainder of ad valorem taxes which would otherwise have been due for that current year shall stand canceled.
- (viii) Any and all documentary stamp taxes and transfer taxes payable in connection with the conveyance of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the cost of the surveys, and the recording costs to cure any title or survey defects shall be paid by Owner. The County shall pay the cost to record the deeds and the easements, and the costs attributable to the issuance of the owner's title insurance policy.

11. **Operation Rights and Maintenance Responsibilities.** Except as otherwise provided in this Agreement, upon the conveyance to the County of the *Leased Property*, the *Scenic Easements*, and the *Recreational Trails*, the Parties' operation rights and maintenance responsibilities, and the costs associated therewith, shall be as follows:

- (a) The Operator shall be entitled to operate the *Toll Road Project* and shall be responsible for the maintenance thereof.
- (b) The County shall be entitled to operate the *Recreational Trails* and shall be responsible for the maintenance thereof.
- (c) The Owner shall be responsible for the maintenance of the *Scenic Easements*.

12. **Stormwater Management Facilities; Owner's Use; Design.** The Owner shall have the exclusive right to utilize any water contained in the stormwater management facilities located on the *Leased Property*, provided such use does not adversely affect the ability of such stormwater management facilities to function as designed. All stormwater management facilities constructed by the Operator on the *Leased Property* shall be designed to meet applicable County standards at the time of the Operator's application for such *Permits* and shall include accommodations within the boundaries of the *Leased Property* for vehicular ingress and egress to such facilities for maintenance purposes.

13. **Operator's Abandonment of Proposed Construction.** If the Owner decides to not construct the *Toll Road Project*, the Owner shall notify the County, in writing, and request that the County terminate this Agreement. The County agrees to expeditiously approve such request.

14. **Notices.** Any notices or reports required by this Agreement shall be sent to the following:

For the County:

Leon County Department of Public Works  
Attn: Director of Engineering Services  
2280 Miccosukee Road  
Tallahassee, Florida 32308

Copy to:

Leon County Attorney's Office  
Attn: Herbert W. A. Thiele, Esquire  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, Florida 32301

For the Owner:

Orchard Pond, LLC  
c/o

Copy to:

David A. Theriaque, Esquire  
Theriaque & Spain  
433 North Magnolia Drive  
Tallahassee, Florida 32308

15. **Amendment.** This Agreement may be amended by mutual written consent of the *Parties* so long as the amendment meets the requirements of Florida law.

16. **Applicable Law, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Leon County, Florida.

17. **Assignment.** Any of the *Parties* may assign this Agreement with the approval of the other two *Parties*, which shall not be unreasonably withheld; provided, however, that such assignment shall be permitted only to the extent that it will not result in the Operator's loss of its rights associated with conducting the *Toll Operations* on the *Leased Property* while under the ownership of the County or other such governmental entity.

18. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the *Parties* of this Agreement.

19. **Captions; Headings; Italicized Terms.** The division of this Agreement into articles, sections, and other subdivisions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement. As a matter of convenience, it is the intent of the *Parties* to have displayed all defined terms in italics when used throughout this Agreement. However, the failure to have displayed a defined term in italics, when used in its proper context, shall not be deemed to have changed the meaning of such term from that provided in Paragraph 2 above.



20. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

21. **Due Diligence.** The *Parties* shall each use due diligence in performing their obligations under this Agreement.

22. **Enforcement; Attorneys' Fees.** If any *Party* defaults in the performance of any of the terms, agreements, or conditions contained in this Agreement and another *Party* places the enforcement of this Agreement, or any part thereof, 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* shall, to the extent allowed by *Law*, pay the other *Party's* reasonable attorneys' fees and costs. Nothing herein shall be construed to be a waiver of the County's sovereign immunity..

23. **Entire Agreement.** This Agreement represents the *Parties'* entire agreement and no prior or present agreements or representations shall be binding upon any of the *Parties* unless specifically incorporated herein by reference, whether such prior or present agreements have been made orally or in writing.

24. **Exhibits.** All exhibits attached hereto, except Exhibit "B," contain additional terms of this Agreement and are incorporated herein by reference.

25. **Force Majeure.** The County shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the County's control, including, but not limited to, war; force of nature (by way of illustration but not by way of limitation, fire, earthquake, and sinkholes); labor disputes; and manufacturing, supplier, or transportation shortages or delays.

26. **Joint Preparation.** This Agreement has been drafted with the participation of the *Parties* and their counsel, and shall not be construed against any *Party* on account of draftsmanship.

27. **Severability.** If any provision of this Agreement should be declared invalid by a final and non-appealable order, decree, or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such provision had not been inserted.

28. **Termination.** This Agreement may be terminated by mutual written consent of the *Parties* subject to the terms and conditions herein.

29. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

30. **Approval.** This Agreement was approved by the County after one (1) public hearing before the County Commission on July 9, 2013.

31. **Indemnification.** If this Agreement is challenged by any person, other the Owner or Operator, as being inconsistent with the *Comprehensive Plan* or the *Land Development Code*, an abuse of discretion, unconstitutional, or otherwise invalid or unlawful for any reason, the Owner and the Operator shall diligently defend this Agreement against such action and shall be liable for and hold the County, its officers, officials, and employees harmless from any costs, fees, damages, and attorney's fees which may be assessed against the County, its officers, officials, and employees by reason thereof. At its option, the County may defend itself, with

Owner and Operator being responsible for the cost of the County's defense. Such indemnification is limited to the execution of this Agreement and does not include any liability arising out of the operation of the *Toll Road Project*.

32. **Informal Dispute Resolution Procedures.** Before instituting any formal action or legal proceedings with any court, the *Parties* agree that they will first attempt in good faith to resolve disputes that may arise under this Agreement as follows:

(a) **Expedited Procedure for Road Improvements Design Disputes.** The Operator and the County agree that, no later than three (3) *Business Days* after the County's receipt of written notice from the Operator of a disagreement with the County's recommended Plans revisions as provided in Paragraph 8(b) above, the designated representative of each such *Party* shall meet to discuss the resolution of such disagreement. The County's designated representative shall be selected by the County Administrator and shall have the authority to resolve the disagreement without further action of the County's Board of County Commissioners or other authority. The Operator shall also select a designated representative who shall be authorized to resolve the disagreement without further action required by the Operator's Board of Directors or other authority. If, within two (2) *Business Days* after their first meeting on the matter, the designated representatives are unable to resolve the disagreement, the matter shall be presented to the Engineering Design Panel (as determined hereinbelow), who shall expeditiously resolve the disagreement by majority vote. The Engineering Design Panel shall be determined as follows:

- (i) No later than ten (10) *Business Days* after the Effective Date of this Agreement, the County and the Operator shall identify to each other an engineering consultant with at the least ten (10) years of substantial transportation design engineering experience in Florida.
- (ii) The two engineering consultants identified by the County and the Operator shall in turn select, no later than ten (10) *Business Days* after being identified, an impartial third engineering consultant with similar qualifications who, together with such two engineering consultants, shall comprise the Engineering Design Panel.
- (iii) The payment of any and all costs associated with the services provided by each of the engineering consultants identified by the *Parties* pursuant to Paragraph 32(a)(i) above, shall be the responsibility of the *Party* that identified each such engineering consultant.
- (iv) The payment of any and all costs associated with the services provided by the third engineering consultant selected pursuant to Paragraph 32(a)(ii) above, shall be the joint responsibility of the County and the Operator to be paid in equal shares.

(b) **Procedures for All Other Disputes.** The *Parties* further agree that, upon receipt of written notice of a dispute from a *Party*, the *Parties* will refer the dispute to the *Designated Person* of each *Party*. The *Designated Persons* shall negotiate in good faith to resolve the dispute, subject to the approval, if necessary, of any board of directors or

other such authority, prior to or simultaneously with resorting to any formal action or legal proceedings with any court, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. The statements made by *Representatives* of the *Parties* during the dispute resolution mechanisms set forth in this Paragraph 32, and documents specifically created for such dispute resolution mechanisms, shall be considered part of settlement negotiations and shall not be admissible in evidence in any proceeding without the mutual consent of the *Parties*, except as required by any *Law*. Notwithstanding the foregoing, either *Party* may proceed to institute a formal action or legal proceeding at any time if such act is necessary to avoid the passage of time provided for under applicable *Law* imposing a limitations' period on the time for filing or bringing such action in a court of competent jurisdiction.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Signed, sealed, and delivered  
in the presence of:

**ORCHARD POND, LLC**

By: SMan Management, LLC  
Its: Manager

*Destiny Bartlett*  
Print: DESTINY BARTLETT

By: *[Signature]*  
Jeffrey S. Phipps  
Its: Manager

*SK*  
Print: STEVEY ROBERTS

Date: 8-13-13

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC  
*[Signature]*  
PRINTED NAME  
My commission expires:  
*[Signature]*  


**ORCHARD POND GREENWAY, LLC**

By: SMan Management, LLC  
Its: Manager

*Destiny Bartlett*  
Print: Destiny Bartlett

By: *[Signature]*  
Jeffrey S. Phipps  
Its: Manager

*[Signature]*  
Print: STEVEY ROBERTS

Date: 8.13.13

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC

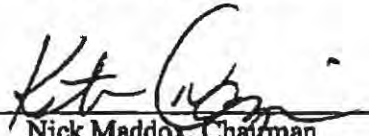
*Dana Hays*  
PRINTED NAME

My commission expires.



**LEON COUNTY, FLORIDA**

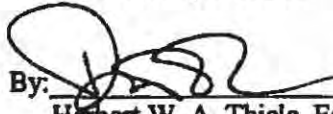
ATTESTED BY:  
Bob Inzer, Clerk

By:   
Nick Maddox, Chairman  
Board of County Commissioners

  
John Stott, Deputy Clerk

Date: 8/14/13

APPROVED AS TO FORM:  
County Attorney's Office

By:  Daniel J. Rife, for  
Herbert W. A. Thiele, Esquire 8/14/13  
County Attorney

**EXHIBIT "A"**



## EXHIBIT "B"

### TOLL ROAD OPERATION AND LEASE AGREEMENT

**THIS TOLL ROAD OPERATION AND LEASE AGREEMENT** ("Agreement") is made and entered into as of the *Effective Date* (as defined in Section 1.2.10 below), by and among **ORCHARD POND, LLC**, a Florida limited liability company, and its successors and assigns ("Lessor"), and **ORCHARD POND GREENWAY, LLC**, a Florida limited liability company, and its successors and assigns ("Lessee").

#### RECITALS

**WHEREAS**, the Lessor owns approximately 168 acres of land comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000 (collectively the *Parent Tract*); and

**WHEREAS**, the Lessee desires to construct a toll road project known as the Orchard Pond Parkway upon that certain portion of the Parent Tract described on Exhibit "A" hereto, and which is made a part hereof by reference (the *Leased Property* as hereinafter defined); and

**WHEREAS**, the Lessor, the Lessee, and the *County* (as hereinafter defined), have entered into a Tri-Party Infrastructure and Conveyance Agreement dated \_\_\_\_\_, 2013 (the *Infrastructure and Conveyance Agreement* as hereinafter defined), regarding the construction of the Orchard Pond Parkway and its associated facilities (the *Toll Road Project* as hereinafter defined) on the *Leased Property*; and

**WHEREAS**, the *Road Improvements* (as hereinafter defined) will become part of the *Leased Property* and will be owned in fee simple by, and belong to, the Lessor

**WHEREAS**, pursuant to the *Infrastructure and Conveyance Agreement*, the Lessor is required to convey the *Leased Property* to the County, together with an assignment of this Agreement, no later than thirty (30) days after the substantial completion of the *Toll Road Project*, after which the County will become the successor Lessor for the purpose of this Agreement; and

**WHEREAS**, to facilitate the performance of its obligations under the *Infrastructure and Conveyance Agreement*, the Lessor desires to lease the *Leased Property* to the Lessee, and the Lessee desires to lease the *Leased Property* from the Lessor and to construct, install, and place the *Toll Road Project* upon the *Leased Property* for the purposes of operating the *Toll System* (as hereinafter defined) and providing the *Toll Services* (as hereinafter defined) in connection therewith, all as hereinafter provided; and

**WHEREAS**, the Lessor desires to lease the *Leased Property* to the Lessee and grant the Lessee the exclusive right, license, and franchise to receive the *Toll Revenues* (as hereinafter defined) from the *Toll Road Project* and provide the *Toll Services* in connection therewith, all as hereinafter provided.



**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants, representations, warranties, and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee covenant and agree as follows:

**Article 1.**

**RECITALS, DEFINITIONS AND INTERPRETATION**

1.1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.

1.2. **Definitions.** Unless otherwise specified or the context otherwise requires, the following terms have the following meanings for the purposes of this Agreement:

1.2.1. ***Agreed Upon Rate*** means the rate of interest payable on judgments and decrees as published by the Florida Department of Financial Services pursuant to Section 55.03(1), Florida Statutes, as may be amended.

1.2.2. ***Approved Additional Investment*** means any *Capital Investment* made by the Lessee, or its successors and assigns, which is directly attributable to the completion of any real property improvements that result in a positive Traffic Impact on the Toll Road Project or otherwise provide an enhancement to the Toll Road Project, and that are:

1.2.2.1. commenced no less than one year after the initial construction, completion, and opening of the *Toll Road Project*; and

1.2.2.2. one or more of the following types of real property improvements:

1.2.2.2.1. improvements or upgrades to the *Toll Road Project* required to support an increase in traffic resulting from the positive *Traffic Impact*;

1.2.2.2.2. new bicycle or pedestrian paths or trails, or improvements or upgrades to any such existing paths or trails, located on or adjacent to the *Leased Property*;

1.2.2.2.3. new nature and wildlife trail systems, or improvements or upgrades to any such existing systems, located on or adjacent to the *Leased Property*;

1.2.2.2.4. installation of noise control measures, including, but not limited to, landscaping and buffers, located on or adjacent to the *Leased Property*;

1.2.2.2.5. construction of a new road located adjacent to the *Leased Property* which results in a positive *Traffic Impact*;

1.2.2.2.6. not a part of the Lessee's maintenance or repair obligations set forth in Section 2.6.3 below; or

1.2.2.2.7. any other improvements as may be negotiated or otherwise agreed upon by the *Parties* in accordance with this Agreement.

1.2.3. *Authorization* means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, *Permit*, notarization, or other requirement of any *Governmental Authority* that applies to all or any part of the construction and maintenance of the *Toll Road Project* or the conduct of the *Toll Operations*.

1.2.4. *Business Day* means any means any day occurring Monday through Friday, except when such day is deemed to be a *Holiday* (as hereinafter defined).

1.2.5. *Capital Investment* means the contribution of cash or land. The dollar amount of a contribution of land shall be measured by the fair market value of the land as of the date on which the construction of any *Approved Additional Investments* commences.

1.2.6. *Contractor* means, with respect to a *Person*, any contractor with whom such *Person* contracts to perform work or supply materials or labor in relation to the *Toll Road Project*, including any subcontractor of any tier, supplier, or materialman directly or indirectly employed pursuant to a subcontract with a *Contractor*, but excluding any attorney and/or financial advisor retained by the Lessee to provide advice in relation to the financing of the *Toll Road Project* and the acquisition, construction, and installation of the *Toll Road Project*. All *Contractors* retained by the Lessee shall meet the requirements set forth in the *Maintenance Standards*.

1.2.7. *County* means, when not preceded by the word Leon, the governmental entity known as Leon County, Florida, a charter county and political subdivision of the State of Florida.

1.2.8. *Designated Person* means the *Representative* of each *Party* who is designated as such for the purposes of Section 15.2.

1.2.9. *Discretion* with respect to any *Person* means the sole and absolute discretion of such *Person*, unless otherwise qualified or limited.

1.2.10. *Effective Date* means the date on which the last *Party* signed this Agreement.

1.2.11. *Emergency* means any occurrence, or threat thereof, whether natural, technological or manmade, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

1.2.12. *Encumbrance* means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, claim, deficiency in title or chain of ownership, trust, deemed trust, or encumbrance of any nature whatsoever, whether arising by operation of *Law* or otherwise created.

1.2.13. *End Date* means the date on which this Agreement expires or is terminated.

1.2.14. **FDOT-AJG-12 Insurance Policy** means the sample copy of the State of Florida, Department of Transportation Bridge, Property and Business Interruption Insurance, Policy Number FDOT-AJG-12 provided by the Lessee as an example of the insurance coverage that the Lessee intends to obtain for the *Toll Road Project*.

1.2.15. **Governmental Authority** means any court, federal, *State, County*, local (including all municipalities, municipal authorities, and districts), or foreign government, department, commission, board, bureau, agency, or instrumentality or other regulatory, administrative, governmental, or quasi-governmental authority.

1.2.16. **Holiday** means any of the following days on which the *County* closes 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.

1.2.17. **Infrastructure and Conveyance Agreement** means the Tri-Party Infrastructure and Conveyance Agreement dated \_\_\_\_\_, 2013, entered into between the Lessor, the Lessee, and the *County* regarding the construction and conveyance of the *Toll Road Project*.

1.2.18. **Interference Event** means an event that results in a negative *Traffic Impact* that is directly and exclusively attributable to a detour of traffic which:

1.2.18.1. is necessitated by the construction or repair of a road, as that term is defined in Section 334.03, Florida Statutes (2012), by, or on behalf of, the Lessor;

1.2.18.2. prevents traffic from entering the *Toll Road Project* at the entrance nearest such detour;

1.2.18.3. continues for a period not less than twelve (12) consecutive hours; and

1.2.18.4. is not the result of an *Emergency*.

1.2.19. **Law** means any applicable federal, state, or local law, rule, or regulation.

1.2.20. **Leased Property** means the land comprising the portion of the Parent Tract described on Exhibit "A" together with any and all *Road Improvements* and excluding any *Toll Operations Improvements*.

1.2.21. **Leasehold Mortgage** means any lease, indenture, pledge, mortgage, deed of trust, or other security agreement or arrangement, including a securitization transaction with respect to Toll Revenues, encumbering any or all of the *Lessee Interest* and that

satisfies all of the conditions in Section 16.1 below. A *Leasehold Mortgage* shall not attach to the Lessor's fee simple estate in the *Leased Property*.

1.2.22. *Leasehold Mortgage Debt* means any bona fide debt secured by a *Leasehold Mortgage*, including:

1.2.22.1. principal;

1.2.22.2. accrued interest, including capitalized interest;

1.2.22.3. customary fees, costs, premiums, expenses, and reimbursement obligations with respect thereto owed to lenders, financial insurers, agents, trustees, and similar service providers;

1.2.22.4. all payment obligations under interest rate hedging agreements with respect thereto, including accreting interest rate hedging agreements; and

1.2.22.5. reimbursement obligations under any credit enhancement with respect thereto.

1.2.23. *Leasehold Mortgagee* means the holder or beneficiary of a *Leasehold Mortgage*, including a financial insurer or guarantor, or an agent, trustee, or other representative or designee of such a holder or beneficiary. Any references in this Agreement to the *Leasehold Mortgagee* shall be references to the *Leasehold Mortgagee* or *Representative* of more than one *Leasehold Mortgagee*, acting on behalf of such *Leasehold Mortgagees*, whose notice was earliest received by the Lessor pursuant to the *Leasehold Mortgagee Notice Requirements* unless the context otherwise requires.

1.2.24. *Leasehold Mortgagee Notice Requirements* means the delivery, by a *Leasehold Mortgagee* to the Lessor, not later than ten (10) *Business Days* after the execution and delivery of a *Leasehold Mortgage* by the Lessee, of a true and complete copy of the executed original of such *Leasehold Mortgage*, together with a written notice containing the name and address of such *Leasehold Mortgagee*.

1.2.25. *Lessee Interest* means the interest, benefits, and rights of the Lessee, and its successors and assigns in the leasehold estate created by this Agreement, Lessee's ownership rights in the *Toll Operations Improvements*, and any and all of the other rights and obligations of the Lessee under this Agreement, including the interest and franchise described in Section 2.1 below.

1.2.26. *Losses* mean any loss, liability, damage, penalty, charge, or out-of-pocket and documented cost or expense, excluding any punitive, special, indirect, and consequential damages and any contingent liability until such liability becomes actual; provided that all actual payments reasonably made by any *Person* to third parties or reasonable out-of-pocket and documented costs or expenses actually suffered or incurred by any *Person* in respect of claims made by third parties shall constitute *Losses* of such *Person* whether or not such payments or such costs and expenses relate to punitive, special, indirect, and consequential damages or contingent liabilities of such third parties. The use of the term *Losses* in this Agreement shall in no way be deemed a *Party's* admission of liability for such *Losses* or a waiver of a *Party's* defenses against a claim for *Losses*.

1.2.27. **Maintenance Standards** means the standards prescribed for the operation and conduct of the *Road Improvements* as set forth in Section 5.1 below.

1.2.28. **Operating Agreements** means any and all material agreements, contracts, or commitments to which the Lessee is a party or otherwise relating to the *Road Improvements, Maintenance Standards, or Toll Operations* as in force from time to time including, but not limited to, warranties or guaranties, or toll operation and enforcement contracts, but excluding any *Leasehold Mortgage* and financing documents related thereto.

1.2.29. **Parent Tract** means the tract of land approximately 168 acres in size comprising three parcels in the unincorporated portion of Leon County, identified as Parcel ID Numbers 2403200180000, 2402204010000, and 2411200020000.

1.2.30. **Party** means a party to this Agreement and "Parties" means all of them.

1.2.31. **Permanent Closure** means the occurrence of the *Toll Road Project* being permanently closed for use by the public, which permanent closure is directly and exclusively attributable to an action by the Lessor.

1.2.32. **Permits** means all permits, licenses, consents, approvals, and agreements that may be required in connection with the construction and installation of the *Road Improvements* and the *Toll Operations Improvements* as contemplated by the *Plans* and as provided for in this Agreement.

1.2.33. **Permitted Lessee Encumbrance** means any of the following *Encumbrances* permitted to be placed on the Lessor's fee simple ownership of the *Leased Property* through actions of the Lessee:

1.2.33.1. any *Encumbrance* that is being contested in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.33.2. any lien or security interest for obligations not yet due and payable to a *Contractor* or other *Person* including, but not limited to, inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's, or other like *Encumbrances* arising in the ordinary course of business of the *Road Improvements, Maintenance Standards, or Toll Operations* or the Lessee's performance of its obligations hereunder, and in respect of obligations that are not delinquent or are being contested by the Lessee in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*; and

1.2.33.3. any *Encumbrance* consented to in writing by the Lessor.

1.2.34. **Permitted Lessor Encumbrance** means any of the following *Encumbrances* permitted to be placed on the *Leased Property* through actions of the Lessor:

1.2.34.1. the rights and interests of the Lessee under this Agreement;

1.2.34.2. any *Encumbrance* that is being contested by the Lessor in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.34.3. any lien or security interest for obligations not yet due and payable to a *Contractor* or other *Person* including, but not limited to, inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's, or other like *Encumbrances* arising in the ordinary course of the Lessor's maintenance or repair of the *Leased Property* upon the Lessee's failure to do so as obligated in this Agreement or the Lessor's performance of its obligations hereunder, and in respect of such obligations that either are not delinquent or are being contested by the Lessor in accordance with Section 3.3 below, but only for so long as such contestation effectively postpones enforcement of any such *Encumbrance*;

1.2.34.4. any easement, covenant, condition, right-of-way, servitude, or any zoning, building, environmental, health, or safety *Law* relating to the development, use, or operation of the *Toll Road Project*, or other similar reservation, right, and restriction, or other defects and irregularities in the title to the *Leased Property* that do not materially interfere with the *Toll Operations*, in whole or in part, or the rights and benefits of the Lessee under this Agreement or materially impair the value of the *Lessee Interest*;

1.2.34.5. any right reserved to or vested in any *Governmental Authority* by any statutory provision;

1.2.34.6. any other *Encumbrance* permitted hereunder;

1.2.34.7. any *Permitted Lessee Encumbrance*;

1.2.34.8. any rights reserved to or vested in the Lessor by any statutory provision;

1.2.34.9. any *Encumbrance* consented to in writing by the Lessee; and

1.2.34.10. any amendment, extension, renewal, or replacement of any of the foregoing.

1.2.35. *Permitted Use* means the limitation on the use of the *Leased Property* as set forth in Section 2.4 below.

1.2.36. *Person* means any individual (including, the heirs, beneficiaries, executors, legal representatives, or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association, or other entity or a *Governmental Authority*, and such *Person's* permitted successors and assigns.

1.2.37. *Plans* means any and all of the design plans, construction plans, reports, surveys, and other such documents for the design and construction of any improvements comprising either *Road Improvements* or *Toll Operations Improvements*.

1.2.38. **Reporting Year** means each fiscal year of the Lessee ending September 30 during the *Term*, except that unless the Closing Date is the first day of January, the first Reporting Year shall be a partial year commencing on the Closing Date and ending on the next September 30 and the last Reporting Year shall be a partial Reporting Year commencing January 1 of such Reporting Year and ending on the *End Date*.

1.2.39. **Representative** means, with respect to any *Person*, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, *Contractor*, other *Person* for whom such *Person* is responsible at law or other representative of such *Person* and any professional advisor, consultant, or engineer designated by such *Person* as its "Representative."

1.2.40. **Restoration or Restore** means, with respect to any property loss, destruction, or damage of the *Toll Road Project*, to repair, rebuild, or restore the affected parts of the *Toll Road Project* to at least the same condition in which they were before the occurrence of such casualty loss, destruction, or damage.

1.2.41. **Road Improvements** means any real property improvements located on, or to be located in the future on, the *Leased Property* and which (i) are constructed in accordance with *Plans*; (ii) enable, or are otherwise associated with, the *Permitted Use*; and (iii) enable, or are otherwise associated with, the lawful operation of a road, street, or highway open to travel by the public including, but not limited to, the associated roadbeds, road surfaces, sidewalks, bicycle lanes, culverts, drains, sluices, ditches, stormwater management facilities, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts necessary for the maintenance of travel.

1.2.42. **State** means the State of Florida including any agency or instrumentality thereof.

1.2.43. **Term** has the meaning as set forth in Section 2.3 below.

1.2.44. **Termination Date** means the date on which this Agreement is terminated by either *Party* for any reason other than the expiration of the *Term*.

1.2.45. **Toll Operations** means:

1.2.45.1. the construction, operation, management, maintenance, repair, and rehabilitation of, and *Toll Revenues* collection from, or in connection with, the *Toll Operations Improvements*; and

1.2.45.2. any and all other actions relating to the operation of, and *Toll Revenues* collection from, the *Toll Operations Improvements* that are to be performed by or on behalf of the Lessee pursuant to this Agreement.

1.2.46. **Toll Operations Improvements** means any and all improvements, fixtures, and equipment which are constructed or installed on the *Leased Property* and which are not deemed to be *Road Improvements*; such improvements, fixtures, and equipment include, but are not limited to, administration buildings, collection booths, gantries, and other such toll structures, fixtures, and equipment which enable, or are otherwise associated with, the collection of *Toll Revenues*.

1.2.47. **Toll Revenues** has the meaning as set forth in Section 6.1.2.1 below.

1.2.48. **Toll Road Project** means the *Road Improvements* together with the *Toll Operations Improvements*.

1.2.49. **Toll Road Purposes** means the use of the *Toll Road Project* for transportation in a manner consistent with the operation by the Lessee of controlled access public roadway in accordance with any and all *Permits* and applicable *Laws*, and always in compliance with the *Maintenance Standards*.

1.2.50. **Toll Services** means the services to be provided to the public by the Lessee in its capacity as grantee of the rights to operate the *Toll Road Project* pursuant to Section 2.1 below.

1.2.51. **Traffic Impact** means a measurable effect on the number of vehicles using the *Toll Road Project*, which effect can be either positive, resulting in an increase in vehicular traffic, or negative, resulting in a decrease in vehicular traffic.

1.2.52. **Transfer** means to sell, convey, assign, delegate, lease, sublease, mortgage, encumber, transfer, or otherwise dispose of, voluntarily or involuntarily, by operation of law or otherwise.

1.2.53. **Transferee** means any *Person* to whom the Lessee conveys, or purports to convey, any or all of the *Lessee Interest*.

1.3. **Trade Meanings.** Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

## Article 2.

### **THE TRANSACTION; TITLE; COVENANTS**

#### 2.1. **Right to Operate Toll Road Project.**

2.1.1. During the *Term* of this Agreement, and upon the terms and conditions set forth herein, the Lessor shall and does hereby grant to the Lessee the exclusive right, license, and franchise to conduct and perform the *Toll Operations* and to collect, receive, and use the *Toll Revenues* for *Toll Road Purposes* as provided for herein.

2.1.2. The Lessee hereby agrees to conduct and perform the *Toll Operations*, and to collect, use, and apply the *Toll Revenues*, in the manner and upon the terms and conditions provided for herein.

2.2. **Grant of Lease; Consideration and Rent.** Upon the terms and subject to the conditions of this Agreement, during the *Term* of this Agreement:

2.2.1. The Lessor shall and does hereby lease, let, and devise to the Lessee, for use as set forth herein, the *Leased Property*, free and clear of *Encumbrances* other than *Permitted Lessor Encumbrances* for and during the *Term*, and the Lessee hereby accepts such lease, let, and devise from the Lessor.

2.2.1.1. The Lessor and Lessee acknowledge and agree that the legal description of the *Leased Property* will not be available in its final form until after



the completion of the *Road Improvements* and, as such, the description and depiction of the *Leased Property* in the Exhibit "A" on the *Effective Date* of this Agreement is only a conceptual plan and is not intended to be the final form of the legal description.

2.2.1.2. Upon the completion of the *Road Improvements*, the Lessee shall forthwith complete the legal description of the *Leased Property* and forward it to the Lessor for review and approval, Upon the Lessor's approval, the Lessee shall prepare for the *Parties'* execution an amendment to this Agreement to incorporate herein the final form of such legal description. Upon execution by the *Parties'*, an amendment to the recorded Memoranda of Lease shall be prepared and recorded in accordance with Section 2.7 below.

2.2.2. This lease, let, and devise of the *Leased Property* is granted to the Lessee by the Lessor in consideration for the Lessee's construction and operation of the *Toll Road Project* upon the *Leased Property* and for the Lessee's use of the *Leased Property* to provide the *Toll Operations* and *Toll Services* throughout the *Term*. In addition, the Lessee hereby agrees to pay rent to the Lessor in the annual amount of One and 00/100 Dollars (\$1.00), to be delivered annually no later than October 1 to the Lessor at the address provided in Section 18.18.1 below.

2.3. **Term and Extensions.**

2.3.1. ***Term.*** This Agreement shall commence on \_\_\_ day of \_\_\_\_\_, 2013 and shall continue in effect until the date that is ninety-nine (99) years thereafter, unless terminated sooner or extended pursuant to the terms hereof.

2.3.2. ***Extension for Approved Additional Investment.*** In the event the Lessee causes any *Approved Additional Investment(s)* to be made, the *Term* shall be extended automatically. The period of such extension shall be determined and evidenced as follows:

2.3.2.1. The extension shall be determined by multiplying ninety-nine (99) years times a fraction, the numerator of which shall be the dollar amount of the *Approved Additional Investment* and the denominator of which shall be Five Million and 00/100 Dollars (\$5,000,000.00). Notwithstanding the foregoing, in no event shall any extension for an *Approved Additional Investment*, when added to the time remaining under the existing *Term* immediately prior to such extension, exceed ninety-nine (99) years.

2.3.2.2. Upon the occurrence of such extension, the Lessee, at Lessee's expense, shall prepare for the *Parties'* execution an amendment to the recorded Memoranda of Lease which reflects the new *Term* as extended and which, upon the *Parties'* execution, shall be recorded in accordance with Section 2.7 below.

2.4. **Permitted Use.** The Lessee's use of the *Leased Property* shall be limited to conducting *Toll Operations* and constructing, installing, operating, and maintaining any and all *Road Improvements* and *Toll Operations Improvements*, and any other such activities necessary to conduct *Toll Operations*.

**2.5. Title to the Leased Property and the Toll Operations Improvements.**

2.5.1. Notwithstanding anything to the contrary in this Agreement, the *Leased Property*, as defined in Section 1.2.20 above, shall during the *Term* of this Agreement be owned in fee simple by, and belong to, the Lessor. All benefits and burdens of ownership of the *Leased Property*, including title, depreciation, tax credits, and all other tax items, shall be and remain in the Lessor during the *Term* of this Agreement; provided, however, that to the extent the Lessee may claim any depreciation, tax credit, or other such tax benefit by virtue of its operation of the *Toll Road Project*, the Lessor shall, to the extent allowed by *Law*, cooperate with the Lessee in executing any documentation necessary to allow the Lessee to make such claim.

2.5.2. The ownership of the *Toll Operations Improvements* during the *Term* of this Agreement shall be deemed to be the property of the Lessee separate and apart from the real property comprising the *Leased Property* and, as such, the ownership of the *Toll Operations Improvements* shall be and remain in the Lessee during the *Term* of this Agreement.

2.5.3. The Lessor and the Lessee agree that:

2.5.3.1. the Lessor's ownership in fee simple of the *Leased Property*, the Lessee's leasehold estate in the *Leased Property* granted hereby, and the Lessee's ownership in the *Toll Operations Improvements* each is and shall be separable, one from the others;

2.5.3.2. title to the *Toll Operations Improvements* may, subject to the terms of this Agreement, be effectively transferred without a conveyance of the leasehold estate created hereby;

2.5.3.3. the leasehold estate created hereby may, subject to the terms of this Agreement, be effectively conveyed without a transfer of title to the *Toll Operations Improvements*;

2.5.3.4. upon any conveyance of the *Leased Property* by the Lessor, or its successors and assigns, as allowed pursuant to Section 18.3.2 below, the Lessee shall cooperate in executing and delivering any documents as deemed necessary by the Lessor, or its successors and assigns, to evidence and document the Lessee's disclaimer to any interest in the fee simple title to the *Leased Property* other than the leasehold estate created hereby; and

2.5.3.5. upon expiration or other termination of this Agreement, either by the Lessee's election or by the Lessor's election resulting from a default by the Lessee, the Lessee shall cooperate in executing and delivering any documents as deemed necessary by the Lessor, or its successors and assigns, to evidence and document the Lessee's disclaimer to any interest in the fee simple title to the *Leased Property*.

**2.6. Covenants.**

2.6.1. **Injunctions.** If any *Governmental Authority* of competent jurisdiction at any time issues a preliminary or permanent injunction, temporary restraining order, or

other order which would prohibit or materially restrict, hinder, or adversely affect the performance by any *Party* of its obligations hereunder, each *Party* shall use all reasonable efforts to have such injunction, decree, or order dissolved or otherwise eliminated, or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as may be reasonably possible. Any and all costs incurred by any *Party* pursuant to any action taken in accordance with this Section 2.6.1 shall be borne by the *Party* against whom such injunction, restraining order, or other order has been entered or whose alleged action or inaction in violation of applicable *Law* is the basis for issuance of such injunction, restraining order, or other order.

**2.6.2. Construction of Toll Road Project.** The Lessee shall cause the *Toll Road Project* to be constructed, placed, and/or installed upon the Leased Property in accordance with Article 4 below.

**2.6.3. Operation of the Toll Road Project.** Upon completion of the *Toll Road Project*, the Lessee shall, at Lessee's expense, be responsible for the *Toll Operations* and shall otherwise cause the *Toll Road Project* to be operated in the ordinary course in the manner provided for herein and consistent with the *Permits* and all applicable *Laws* and other government *Permits*, licenses, and approvals. The Lessee's responsibility to conduct the *Toll Operations* shall be at Lessee's expense and shall include, but not be limited to, the following:

2.6.3.1. the maintenance and repair of the *Road Improvements* in accordance with the *Maintenance Standards* as set forth in Article 5 below;

2.6.3.2. the maintenance and repair of the *Toll Operations Improvements*;

2.6.3.3. the performance, in all material respects, of all of its obligations under the *Operating Agreements* and not to enter into any *Operating Agreements* other than in the ordinary course of business, and not to incur any indebtedness or *Encumbrances*, other than *Permitted Lessee Encumbrances*; and

2.6.3.4. cause the *Road Improvements* to be operated in accordance with the *Maintenance Standards* and, together with the *Toll Operations Improvements*, in all material respects in accordance with all applicable *Laws*, except to the extent any non-compliance is being contested in good faith by appropriate proceedings.

2.6.3.5. further, the Lessee shall have the sole right, in accordance with Article 6 below, to determine and set the amounts of all tolls to be charged for the use of the *Toll Road Project* and to collect the same.

**2.6.4. Access to Information.** During the *Term*, the Lessee shall, from time to time and upon receipt of reasonable prior written notice, provide the Lessor reasonable assistance with respect to claims or actions brought by or against third parties based upon events or circumstances concerning the *Toll Road Project* and, in that regard, the Lessee shall:

2.6.4.1. provide reasonable assistance in the collection of information or documents; and

2.6.4.2. make the Lessee's employees available when reasonably requested by the Lessor.

2.7. **Memoranda of Lease.** At the time of closing, the Lessor and the Lessee shall execute and deliver one (1) or more memoranda of lease (collectively, "Memoranda of Lease") in a form reasonably agreed to by them, which they shall record in the official records of Leon County. To the extent that changes are made to this Agreement with respect to the *Term*, the *Leased Property*, or other material matters set forth in the recorded Memoranda of Lease, the Lessor and the Lessee shall execute, deliver, and record an amendment to the recorded Memoranda of Lease reflecting such changes. The Lessor and the Lessee agree not to record this Agreement itself such official records.

### **Article 3.** **TERMS OF THE LEASE**

3.1. **Quiet Enjoyment.** Without limiting any of its remedies upon and during the continuance of a Lessee Default, the Lessor agrees that the Lessee shall, at all times during the *Term*, be entitled to and shall have the quiet possession and enjoyment of the *Leased Property* and the rights and privileges granted to the Lessee hereunder, subject to the provisions contained in this Agreement. The Lessor and the Lessee acknowledge that the Lessee's rights to operate the *Toll Road Project* as a controlled access public roadway and collect tolls thereon are subject to the right of the Lessor, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the *Toll Road Project* is used and operated as required by this Agreement. Any entry by the Lessor onto the *Toll Road Project* required or permitted under this Agreement shall not constitute a reentry, trespass, or a breach of the covenant for quiet enjoyment contained in this Agreement.

#### **3.2. Toll Operations.**

3.2.1. **Use.** Except as otherwise specifically provided herein, the Lessee's use of the *Leased Property* shall, at all times during the *Term*, be as set forth in Section 2.4 above, and in performing such use Lessee, at Lessee's expense, shall:

3.2.1.1. be responsible for all aspects of the *Toll Operations*;

3.2.1.2. cause the *Toll Operations* to be performed in accordance with the provisions of this Agreement and applicable *Law*; and

3.2.1.3. cause the *Toll Road Project* to be continuously open and operational for use by all members of the public for *Toll Road Purposes* as a controlled access public roadway, twenty-four (24) hours a day, every day.

3.2.2. **Costs and Expenses.** Except as otherwise specifically provided herein, the Lessee shall, at all times during the *Term*, pay or cause to be paid all costs and expenses relating to the *Toll Operations* as and when the same are due and payable.

3.2.3. **Operating Agreements.** The Lessee shall not enter into any *Operating Agreement* that extends beyond the *Term*, unless such agreement is assignable to the Lessor and subject to a right by the Lessor to terminate such agreement without penalty, effective no less than three (3) *Business Days* after providing written notice of such termination.

**3.3. No Encumbrances.**

**3.3.1. By the Lessee.** The Lessee shall not do any act or thing that will create any *Encumbrance*, other than a *Permitted Lessee Encumbrance*, against the *Leased Property* and shall promptly remove any *Encumbrance*, other than a *Permitted Lessee Encumbrance*, against the *Leased Property*, unless the *Encumbrance* came into existence as a result of an act, omission, negligence, misconduct, or violation of *Law* by the Lessor. The Lessee shall not be deemed to be in default hereunder if the Lessee continuously, diligently, and in good faith contests any such *Encumbrance*, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such *Encumbrance*; provided that the Lessee:

3.3.1.1. has given notice in advance of the initiation of such proceedings to the Lessor that it is the intent of the Lessee to contest the validity or collection thereof or cause such contest; and

3.3.1.2. has given a satisfactory indemnity to the Lessor or has deposited with the Lessor a surety bond or other security reasonably satisfactory to the Lessor in an amount equal to the amount of the claim or *Encumbrance*, plus such interest and penalties, court costs, or other charges as the Lessor may reasonably estimate to be payable by the Lessee at the conclusion of such contest or as is required to provide insurance over any potential *Encumbrance*. In the event such surety bond or other security shall be so deposited, the same shall be held until such claim or other *Encumbrance* shall have been released and discharged and shall thereupon be returned within thirty (30) days thereafter to the Lessee, less any amounts expended by the Lessor, if any, to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees, or expense incurred by the Lessor, if any, by virtue of the contest of such *Encumbrance*.

**3.3.2. By the Lessor.** The Lessor shall not do any act or thing that will create or permit to exist any *Encumbrance*, other than a *Permitted Lessor Encumbrance*, against the *Leased Property* and shall promptly remove any *Encumbrance*, other than a *Permitted Lessor Encumbrance*, against the *Leased Property* that came into existence as a result of an act of or omission by the Lessor, or a *Person* claiming through Lessor. The Lessor shall not be deemed to be in default hereunder if the Lessor continuously, diligently, and in good faith contests any such *Encumbrance*, or the validity thereof, by appropriate legal proceedings that shall operate to prevent the foreclosure of any such *Encumbrance*; provided that the Lessor has:

3.3.2.1. given advance notification to the Lessee that it is the intent of the Lessor to contest the validity or collection thereof; and

3.3.2.2. given satisfactory indemnity to the Lessee or has deposited with the Lessee a surety bond or other security reasonably satisfactory to the Lessee in an amount equal to the amount of the claim or *Encumbrance*, plus such interest and penalties, court costs, or other charges as the Lessee may reasonably estimate to be payable by the Lessor at the conclusion of such contest or as is required to provide insurance over any potential *Encumbrance*. In the event such surety bond or other security shall be so deposited, the same shall be held until such claim or

other *Encumbrance* shall have been released and discharged and shall thereupon be returned within thirty (30) days thereafter to the Lessor, less any amounts expended by the Lessee, if any, to procure such release or discharge, or any loss, cost, damage, reasonable attorneys' fees, or expense incurred by the Lessee, if any, by virtue of the contest of such *Encumbrance*.

3.3.3. **Removal.** Each *Party*, at the reasonable request of the other *Party*, shall use its reasonable efforts to assist such other *Party* in attempting to remove any *Encumbrance*, other than a *Permitted Lessee Encumbrance* or a *Permitted Lessor Encumbrance*, that has come into existence as a result of an act of or omission by such other *Party*; provided that the costs and expenses incurred by any *Party* in connection with such efforts shall be borne by the *Party* whose act or omission has given rise to such *Encumbrance*.

3.4. **Rights of the Lessor to Access and Perform Work on the Toll Road Project.**

3.4.1. **Lessor Inspections/Reservation of Rights.** The Lessor reserves for itself and its *Representatives* the right and shall, at all times during the *Term*, have the right to enter the *Leased Property* and each and every part thereof at all reasonable times and upon reasonable written notice in the following circumstances:

3.4.1.1. to conduct inspections permitted under Section 7.1 below; or

3.4.1.2. if a *Lessee Default* exists, which has not been cured within any applicable cure period, to make any necessary repairs to the *Toll Road Project*, perform any work thereon, as permitted under any other provision of this Agreement.

3.4.2. In connection with any entry made pursuant to Section 3.4.1 above, the Lessor shall use reasonable efforts to minimize interference with the *Toll Operations*, including to avoid any breach of applicable *Laws* that would adversely affect the *Toll Road Project* or the *Toll Operations*.

3.5. **Taxes.** Except as otherwise provided herein, the Lessee shall pay when due all federal, state, and local income, excise, and other taxes that are or become payable for any applicable tax periods during the *Term* in respect of the operations at, occupancy of, or conduct of business in or from the *Leased Property* and fixtures or personal property included in the *Toll Operations Improvements*. The Lessee shall have the right to contest in good faith the validity or amount of any taxes which it is responsible to pay under this Section 3.5; provided that:

3.5.1. the Lessee has given prior written notice to the Lessor of each such contest;

3.5.2. no contest by the Lessee may involve, in the reasonable opinion of the Lessor, a possibility of forfeiture or sale of the *Leased Property*; and

3.5.3. upon the final determination of any contest by the Lessee, if the Lessee has not already done so, the Lessee shall pay the amount found to be due, if any, together with any costs, penalties, and interest.

3.6. **Notices of Defaults and Claims.** Each *Party* shall promptly give written notice to the other *Party*:

3.6.1. if a default occurs under this Agreement; or

3.6.2. of all material claims, proceedings, disputes (including labor disputes), or litigation pertaining to the *Leased Property*, *Toll Operations Improvements*, the Lessee, or the *Toll Operations*, whether or not such claim, proceeding, or litigation is covered by insurance, of which such *Party* is aware. In addition, each *Party* shall provide the other *Party* with all reasonable information requested by it from time to time concerning the status of such claims, proceedings, or litigation.

3.7. **Name/Designation.**

3.7.1. **Name.** The name designated for the *Toll Road Project* is "Orchard Pond Parkway" and such name shall not be changed by the Lessee without the prior written approval of the Lessor, which approval may be withheld, delayed, or otherwise conditioned in the *Discretion* of the Lessor.

3.7.2. **License.** The Lessor grants to the Lessee a non-exclusive, non-transferable, royalty-free license during the *Term* to use the name "Orchard Pond Parkway," together with all existing and future-developed logos and marks used in connection with the *Toll Operations*, solely in connection with the performance of the Lessee's obligations and exercise of rights under this Agreement.

3.8. **Enforcement Activities.** Except as permitted herein, the Lessee shall not engage, or otherwise permit the engagement of, private security services to provide traffic patrol, toll enforcement, or law enforcement services on the *Toll Road Project*. Subject to Sections 3.9.1 and 3.9.2 below, the Lessee may utilize passive devices, including videotapes, photographs, microphotographs, other recorded images, written records, reports, or facsimiles, to the extent permitted by *Law*, to assist in the identification of toll violators.

3.8.1. The Lessee may, to the extent permitted by *Law* and at its sole cost and expense, contract with any law enforcement agencies for toll enforcement, or with the Lessor, either for the enforcement of toll violations or to designate persons to be employed by the Lessor to act as "Toll Enforcement Officers," as described in Section 316.1001, *Florida Statutes*, with sole responsibility for the *Toll Road Project*.

3.8.2. The Lessee may enforce all private rights and civil remedies, and the Lessor shall use its reasonable efforts, at the Lessee's expense, to assist in the establishment and maintenance of fines and similar remedies at the *State* level, including enacting or maintaining *Laws*, for toll violations, trespass upon the *Toll Road Project*, and other infringements upon the Lessee's rights or benefits under this Agreement that are at least as restrictive or severe as the remedies for such matters set out in the applicable *Law* as of the *Effective Date*.

3.9. **Police Powers.**

3.9.1. The Lessee acknowledges that the *County* is empowered to enforce all applicable *Laws* on the *Toll Road Project* and all officers authorized by *Law* to make arrests for violations of *Law* in Leon County and each affected jurisdiction shall have the

same powers, duties, and jurisdiction within the limits of the *Toll Road Project* as they have in their respective areas of jurisdiction, and law enforcement officers shall have access to the *Toll Road Project* at any time for the purpose of exercising their law enforcement powers and jurisdiction.

3.9.2. At all times during the *Term* and without notice or compensation to the Lessee, any police, fire, and emergency services and any other security or emergency personnel, including the armed forces, and any *Governmental Authority* with jurisdiction over the *Toll Road Project* shall have access to the *Toll Road Project* as necessary for law enforcement, emergency management, and homeland security purposes, including the prevention of, practice drills for, or response to, a public safety emergency. The Lessee shall cooperate with police, fire, and emergency services and any other security or emergency personnel, including the armed forces, in respect of such emergency management and homeland security purposes.

3.9.3. Notwithstanding the foregoing, except as expressly provided for in Sections 3.4 and 3.9.2 above, no free use of the *Toll Road* shall be required or permitted.

#### Article 4.

#### CAPITAL IMPROVEMENTS

4.1. ***Toll Road Project.*** The Lessee, with reasonable diligence, and at its sole cost and expense, shall complete, or cause the completion of, the *Toll Road Project* in accordance with the *Plans*. The Lessee shall commence the construction of the *Toll Road Project* no later than sixty (60) days after the issuance of the last *Permit* necessary in connection with the construction of the *Toll Road Project*, and shall complete the *Toll Road Project* not later than twenty-four (24) months after commencing construction

#### Article 5.

#### MAINTENANCE STANDARDS

5.1. ***Maintenance Standards Defined.*** The term *Maintenance Standards* shall refer to the guidelines and criteria provided to the Lessee on the standards, specifications, policies, procedures, and processes that apply to the maintenance and rehabilitation of, and capital improvements to, the *Road Improvements* as set forth in Exhibit "B," attached hereto and incorporated herein by reference, including any *Plans* submitted by the Lessee to the Lessor pursuant to the *Maintenance Standards*.

#### 5.2. Compliance with Maintenance Standards.

5.2.1. The Lessee shall, and shall cause the *Road Improvements* to, comply with and implement the *Maintenance Standards* in all material respects at all times during the *Term*, including any changes or modifications to the *Maintenance Standards* made pursuant to the terms of this Agreement; provided that the Lessee shall have a reasonable period of time to comply with the introduction of any changes or modifications to the *Maintenance Standards* that are made in accordance with the terms of this Agreement.

5.2.2. The Lessee shall have in place procedures that are designed to achieve compliance with the *Maintenance Standards*. Any failure to meet specific time limits, durations, or frequencies set forth in the *Maintenance Standards* shall not constitute a



violation; provided that any such failure is not inconsistent with procedures that are designed to achieve compliance with the requirements set forth in the *Maintenance Standards*.

5.2.3. Except as specifically set forth in this Agreement, including the *Maintenance Standards*, the Lessee shall, at its sole cost and expense, perform all work required to comply with and implement the *Maintenance Standards* in all material respects, including the capital improvements described therein.

5.2.4. To the extent that any term or provision of the *Maintenance Standards* conflicts with any term or provision otherwise specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision in the *Maintenance Standards*.

5.3. **Modifications to Maintenance Standards.** The *Maintenance Standards* may be modified by mutual written consent of the Lessor and the Lessee. Until the Lessor provides its written approval for the implementation of the Lessee's proposed maintenance standards, the Lessee shall not implement the proposed maintenance standards and shall continue to implement and comply with the then-existing *Maintenance Standards*. The Lessee's proposed maintenance standards shall be deemed incorporated into the *Maintenance Standards* upon written approval by the Lessor in accordance with the terms hereof. If the Lessor refuses to approve any proposed maintenance standards and the Lessee disagrees with such refusal, the Lessee may submit the matter to dispute resolution pursuant to Article 17 below.

#### Article 6.

### **TOLLING REGULATIONS; REVENUES; REVENUE PAYMENT**

#### 6.1. **Toll Rates and Revenues.**

6.1.1. **Toll Rates.** The Lessee shall have the absolute right, exercisable in its sole *Discretion*, to set all toll rates and charges to be paid by users of the *Toll Road Project*. Further, the Lessee may increase or decrease such rates from time to time, in its sole *Discretion*. Such toll rates and charges shall, at all times during the *Term*, comply and be in accordance with any and all applicable *Laws*.

#### 6.1.2. **Toll Revenues.**

6.1.2.1. The term *Toll Revenues* shall mean any and all revenues charged by or on behalf of the Lessee in respect to vehicles using the *Toll Road Project* during the *Term*, including tolls, reasonable fees and charges related to toll devices and electronic tolling (including photographic or video tolling systems authorized by *Law*), reasonable purchase prices, administrative fees (to the extent permitted by *State Law*), and security deposits related to such devices and any associated equipment and reasonable fees and charges, to the extent permitted by applicable *Law*, related to the implementation and administration of tolling, vehicle identification, compliance violation identification, and enforcement proceedings, including in respect to trip-based, account-based, cash, and credit card tolling systems for frequent and infrequent users.

6.1.2.2. The Lessee shall, at all times during the *Term*, have the right, title, entitlement, and interest in and to all *Toll Revenues*.

6.1.3. **Use of Toll Road Revenues.** The Lessee shall use all *Toll Revenues* to pay for the costs necessary for the proper operation and maintenance of the *Toll Road Project* in accordance with the *Maintenance Standards* and any other applicable provisions of this Agreement. *Toll Revenues* collected by the Lessee shall be applied and paid in the following order of priority:

6.1.3.1. first, to the costs of performing all work required to comply with and implement the *Maintenance Standards* and to conduct the *Toll Operations*;

6.1.3.2. second, to the scheduled repayment of *Leasehold Mortgage Debt*;

6.1.3.3. third, to the payment of any rent required to be paid to the Lessor hereunder;

6.1.3.4. fourth, to create and maintain a reasonable reserve for the maintenance, renewal, and replacement of the *Toll Road Project*; and

6.1.3.5. fifth, the balance, if any, shall be the property of the Lessee.

6.1.4. **Records of Toll Road Revenues.** The Lessee shall maintain records adequate to substantiate the receipt and expenditures of all *Toll Revenues*. Upon reasonable request, the Lessee shall make such records available to Lessor or its *Representatives* for inspection.

#### Article 7.

#### INSPECTIONS AND RECORDS

#### 7.1. Inspection and Review Rights of the Lessor and the Lessee.

7.1.1. **Inspection Right.** The Lessor and its *Representatives* shall, at all times, have access to the *Toll Road Project* and every part thereof. The Lessee shall cause its *Representatives* to furnish the Lessor with every reasonable assistance for inspecting the *Toll Road Project* and the *Toll Operations* for the limited purpose of ascertaining compliance with this Agreement and applicable *Law* including, but not limited to, the following information:

7.1.1.1. income statements, balance sheets, statements of cash flow and changes in financial position, details regarding *Toll Revenues* (including information regarding the collection thereof), operating income, expenses, capital expenditures, and budgeted operating results relating to the *Toll Operations*;

7.1.1.2. all certificates, correspondence, data (including test data), documents, facts, files, information, investigations, materials, notices, *Plans*, projections, records, reports, requests, samples, schedules, statements, studies, surveys, tests, test results, traffic information (including volume counts, classification counts, origin and destination data, speed and travel time information, and vehicle jurisdiction data) analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored, or used by the *Toll System*, the Lessee, or any of its

*Representatives* in connection with the *Toll Road Project* or the *Toll Operations*;  
and

7.1.1.3. proper, complete, and accurate books, records, accounts, and documents of the Lessee relating to the *Toll Operations*, including, in all cases, any information that is stored electronically or on computer-related media; provided, however, that nothing in this Agreement shall require the disclosure by any *Party* of information that is protected by attorney-client or other legal privilege.

7.1.2. **No Waiver.** Failure by the Lessor or its *Representatives* to inspect, review, or test either:

7.1.2.1. the Lessee's performance of its responsibilities under this Agreement, or any part thereof; or

7.1.2.2. any of the information as provided in Section 7.1.1 above;

shall not constitute a waiver of any of the rights of the Lessor hereunder or any of the obligations or liabilities of the Lessee hereunder. Inspection, review, or testing not followed by a written notice of Lessee Default shall not constitute a waiver of any Lessee Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable *Law*.

7.1.3. **No Undue Interference.** In the course of performing its inspections, reviews, and tests under Section 3.4 above and this Section 7.1, the Lessor shall use reasonable efforts to minimize the effect and duration of any disruption to or impairment of the *Toll Operations* or the Lessee's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, and tests being performed.

#### **Article 8.**

#### **REPRESENTATIONS AND WARRANTIES**

8.1. **Representations and Warranties of the Lessor.** The Lessor makes the following representations and warranties to the Lessee and acknowledges that the Lessee and its *Representatives* are relying upon such representations and warranties in entering into this Agreement:

8.1.1. **Organization.** The Lessor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the *State*.

8.1.2. **Authorizations.** The Lessor shall obtain, comply with, promptly renew, and maintain in good standing all authorizations necessary to perform its obligations hereunder.

8.1.3. **Power and Authority.** The Lessor has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed, or performed by it in accordance with the terms hereof.

8.1.4. **Enforceability.** This Agreement has been duly authorized, executed, and delivered by the Lessor and constitutes a valid and legally binding obligation of the Lessor, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforcement of rights of creditors generally and to general principles of equity.

8.1.5. **No Conflicts.** The execution and delivery of this Agreement by the Lessor, the consummation of the transactions contemplated hereby, including the operation of the *Toll Road Project* in accordance with the terms of this Agreement, and the performance by the Lessor of the terms, conditions, and provisions hereof has not and will not contravene, violate, or result in a breach of (with or without the giving of written notice or lapse of time, or both) or acceleration of any material obligations of the Lessor under:

8.1.5.1. any applicable *Law*;

8.1.5.2. any agreement, instrument, or document to which the Lessor is a party or by which the Lessor is bound; or

8.1.5.3. the articles, bylaws, or governing documents of the Lessor.

8.1.6. **Consents.** No consent or approval is required to be obtained by the Lessor from, and no notice or filing is required to be given by the Lessor to or made by the Lessor with, any *Person*, including any *Governmental Authority*, in connection with the execution and delivery by the Lessor of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices of filings which have been given as of the date hereof or such other consents which are not required to be obtained as at the date hereof and are expected to be obtainable following the date hereof.

8.1.7. **Litigation.** There is no action, suit, or proceeding, at law or in equity, or before or by any *Governmental Authority*, pending nor, to the best of the Lessor's knowledge, threatened against the Lessor, which would:

8.1.7.1. have a material adverse effect on the performance of the *Toll Operations*; or

8.1.7.2. materially affect the validity or enforceability of this Agreement.

8.2. **Representations and Warranties of the Lessee.** The Lessee makes the following representations and warranties to the Lessor, and acknowledges that the Lessor and its *Representatives* are relying upon such representations and warranties in entering into this Agreement:

8.2.1. **Organization.** The Lessee is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the *State*. The capital stock, units, partnership or membership interests, and other equity interests or securities of the Lessee, including options, warrants, and other rights to acquire any such equity interests, are owned by the *Persons* set forth in the written certification that the Lessee delivered to the Lessor prior to the *Effective Date*, subject to any changes subsequently approved by the Lessor.

8.2.2. **Authorizations.** The Lessee shall obtain, comply with, promptly renew, and maintain in good standing all *Authorizations* necessary to perform its obligations hereunder.

8.2.3. **Power and Authority.** The Lessee has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed, or performed by it in accordance with the terms hereof.

8.2.4. **Enforceability.** This Agreement has been duly authorized, executed, and delivered by the Lessee and constitutes a valid and legally binding obligation of the Lessee, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

8.2.5. **No Conflicts.** The execution and delivery of this Agreement by the Lessee, the consummation of the transactions contemplated hereby, and the performance by the Lessee of the terms, conditions, and provisions hereof has not and will not contravene, violate, or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Lessee under:

8.2.5.1. any applicable *Law*;

8.2.5.2. any material agreement, instrument, or document to which the Lessee is a party or by which it is bound; or

8.2.5.3. the articles, bylaws, or governing documents of the Lessee.

8.2.6. **Consents.** No consent or approval is required to be obtained by the Lessee from, and no notice or filing is required to be given by the Lessee to or made by the Lessee with, any *Person*, including any *Governmental Authority*, in connection with the execution and delivery by the Lessee of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices of filings which have been given as of the date hereof or such other consents which are not required to be obtained as at the date hereof and are expected to be obtainable following the date hereof.

8.2.7. **Litigation.** There is no action, suit, or proceeding, at law or in equity, or before or by any *Governmental Authority*, pending nor, to the best of the Lessee's knowledge, threatened against the Lessee, which would:

8.2.7.1. have a material adverse effect on the performance of the *Toll Operations*; or

8.2.7.2. materially affect the validity or enforceability of this Agreement.

8.2.8. **Brokers.** There is no investment banker, broker, finder, or other intermediary who has been retained by, or is authorized to act on behalf of, the Lessee or any of its *Representatives* who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

8.2.9. **Accuracy of Information.** All information regarding the Lessee provided to the Lessor by the Lessee or on behalf of the Lessee was accurate in all material respects at the time such information was provided and continues to be accurate in all material respects as of the *Effective Date*.

8.3. **Non-Waiver.** No investigations made by or on behalf of any *Party* at any time shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made by the other *Party* in this Agreement or pursuant to this Agreement. No waiver by a *Party* of any condition, in whole or in part, shall operate as a waiver of any other condition.

#### Article 9.

#### **ESTOPPEL CERTIFICATES**

9.1. **Cooperation.** Each *Party* shall, promptly upon the request of the other *Party*, execute and deliver to the other *Party*, standard estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated *Representative* of the *Party* signing such estoppel certificate. Nothing herein shall require the *Party* signing such estoppel certificate to incur any additional obligations or liabilities or to take any action, give any consent, or enter into any document inconsistent with applicable *Law* and the provisions of this Agreement.

#### Article 10.

#### **COMPLIANCE WITH LAWS**

10.1. **Compliance with Laws.** The Lessee shall, at all times and at its own cost and expense, observe and comply, in all material respects, and cause the *Road Improvements* and the *Toll Operations* to observe and comply, in all material respects, with all applicable *Laws* now existing or later in effect that are applicable to the Lessee or such *Road Improvements* and *Toll Operations*.

10.2. **Contractor and Supplier Contracts.** The Lessee shall include the provisions of Section 10.1 above in every subcontract and supply contract so that they shall be binding on each *Contractor*.

#### Article 11.

#### **INDEMNIFICATION**

11.1. **Lessee's Indemnity.** The Lessee shall indemnify and hold harmless the Lessor and its respective agents, officers, directors and employees promptly and diligently at the Lessee'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 *Leased Property* caused by the negligent or wrongful act or omission of the Lessee. Notwithstanding the foregoing, the Lessee shall not be required to indemnify the Lessor with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of the Lessor or any of the agents or employees of the Lessor nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by the Lessor (or would have been covered had the Lessor maintained the insurance policies the Lessor is required to maintain pursuant to the terms of this Lease).

11.2. **Lessor's Indemnity.** Without waiving any of its right to sovereign immunity, the Lessor shall, to the extent allowed by law, indemnify, save harmless, and defend the Lessee promptly and diligently at the Lessor'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 *Leased Property* caused by the negligent or wrongful act or omission of the Lessor. Notwithstanding the foregoing, the Lessor shall not be required to indemnify the Lessee with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of the Lessee or any of the agents or employees of the Lessee nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by the Lessee (or would have been covered had the Lessee maintained the insurance policies the Lessee is required to maintain pursuant to the terms of this Lease).

11.3. **Notice of Indemnification.** A party's duty to indemnify pursuant to the provisions of this Article 11 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 11.4 below.

11.4. **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 11 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.

11.5. **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.

11.6. **Survival.** The provisions of this Article 11 shall survive the expiration or earlier termination of this Lease.

**Article 12.**  
**INSURANCE**

12.1. **Insurance Coverage Required.** The Lessee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by the Lessee, its agents, representatives, employees, and/or *Contractors* and subcontractors of the rights, duties, and responsibilities pursuant to this Agreement, in the minimum coverage and amounts as agreed upon herein.

12.2. **FDOT AJG-12 Insurance Policy as Sufficient Insurance Coverage.**

12.2.1. The Lessee has provided the Lessor with a copy of the *FDOT-AJG-12 Insurance Policy* as an example of the insurance coverage the Lessee will obtain for the *Toll Road Project*. The Lessor and the Lessee acknowledge and agree that the insurance coverage and amounts as provided in the *FDOT-AJG-12 Insurance Policy* shall satisfy the Lessee's minimum coverage and amounts required for the *Toll Road Project*.

12.2.2. The Lessee shall procure and maintain a policy of insurance with coverage and amounts as provided in the *FDOT-AJG-12 Insurance Policy*, and such policy shall also name and cover the Lessor, its officers, officials, employees, and volunteers as additional insureds.

12.3. **Lessee'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 the Lessee, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, the Lessee's insurance coverage shall be primary insurance with respect to the Lessor, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it. In such instances when the Lessee's insurance coverage is primary, the Lessee hereby waives all rights of subrogation against the Lessor with respect to losses payable under such insurance coverage.

12.4. **Certificates of Insurance.** By no later than the Effective Date, and annually during the month of July thereafter, the Lessee shall furnish the Lessor with certificates of insurance and with any endorsements evidencing the coverages described above. Such certificates shall be sent to the Lessor's Risk Manager at the following address; however, the Lessor may change the address to which the Lessee is to send such certificates by providing notice to the Lessee:

Orchard Pond Greenway, LLC

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 the Lessor prior to



the commencement of the Lessee's services under this Agreement. The Lessor reserves the right to require copies of all of the Lessee's required insurance policies at any time. Each of the Lessee's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Lessor. All of the Lessee'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.

12.5. **Inadequacy and Unavailability of Required Coverages.** If the Lessee demonstrates to the Lessor's reasonable satisfaction that it has used diligent efforts in the national insurance and reinsurance markets to procure the Required Coverages, and if despite such diligent efforts and through no fault of the Lessee any of such coverages, or any of the required terms of such coverages, including policy limits, become completely unavailable or unavailable at commercially reasonable rates and on commercially reasonable terms from insurance carriers meeting the requirements set forth in Section 12.4 above, the Lessor shall accept alternative insurance packages and programs that provide, in its reasonable opinion, risk coverage as comparable to that contemplated in this Section 12.1 above as is possible under then-existing insurance market conditions at commercially reasonable rates and on commercially reasonable terms.

12.6. **Cooperation.** The Lessor and the Lessee shall do all acts, matters, and things as may be reasonably necessary or required to:

12.6.1. expedite the adjustment of any loss or damage covered by insurance required hereunder so as to expedite the release and dedication of proceeds of such insurance in a manner and for the purposes herein contemplated; or

12.6.2. establish whether and to what extent to contest, and how to fund the cost of contesting, any denial of coverage; provided that if the reported claim is a matter covered by a payment obligation in favor of the Lessor or the denial is the result of the Lessee's failure to comply with an insurance requirement, then the Lessee shall bear all costs of contesting the denial of coverage.

### **Article 13.**

#### **DAMAGE AND DESTRUCTION.**

13.1. **Obligations of Lessee.** If all or any part of the *Toll Road Project* shall be destroyed or damaged during the *Term* in whole or in part by fire, flooding, windstorm, terrorism, or other cause of any kind or nature, including any cause for which insurance was not obtained or obtainable, ordinary or extraordinary, foreseen or unforeseen, the Lessee shall:

13.1.1. give the Lessor written notice thereof promptly after the Lessee receives actual notice of such destruction or damage;

13.1.2. at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, *Restorations*, replacement, and rebuilding ("Restoration Cost"), proceed diligently to *Restore* the same; and

13.1.3. deposit all insurance proceeds received by the Lessee in connection with any *Restoration* in a separate deposit account established with a *State* or federally chartered bank, and shall apply all such proceeds to Restoration Cost;

provided, however, that if at any time the Restoration Cost exceeds the net insurance proceeds actually received, then the Lessee shall also work in good faith and full coordination with the Lessor to make any and all efforts to restore the *Toll Road Project* using any funds made available to either party through any program to assist with the restoration of public facilities (such net insurance proceeds and such additional funds, together with any interest earned thereon, the "Restoration Funds");

**13.2. Rights of the Lessor.** If the Lessee shall fail or neglect to commence the diligent *Restoration* of the *Toll Road Project* or the portion thereof so damaged or destroyed, or having so commenced such *Restoration*, the Lessee fails to diligently complete the same in accordance with the terms of this Agreement, or prior to the completion of any such *Restoration* by the Lessee, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the Lessor may, but shall not be required to, complete such *Restoration* at the Lessee's expense and shall be entitled to be paid out of the Restoration Funds for the relevant Restoration Costs incurred by the Lessor. In any case where this Agreement shall expire or be terminated prior to the completion of the *Restoration*, the Lessee shall:

13.2.1. Account to the Lessor for all amounts spent in connection with any *Restoration* which was undertaken;

13.2.2. Immediately pay over or cause the holder of the Restoration Funds to pay over to the Lessor the remainder, if any, of the Restoration Funds received by the Lessee prior to such termination or cancellation; and

13.2.3. Pay over or cause the holder of the Restoration Funds to pay over to the Lessor, within five (5) *Business Days* after receipt thereof, any Restoration Funds received by the Lessee or the holder of the Restoration Funds subsequent to such termination or cancellation.

The Lessee's obligations under this Section 13.2 shall survive the expiration or termination of this Agreement.

**13.3. Payment and Performance Bonds.** If the Lessee obtains payment or performance bonds related to a *Restoration*, which the Lessee may or may not obtain in its *Discretion*, the Lessee shall:

13.3.1. Name the Lessor, the Lessee, and the *Leasehold Mortgagee*, as their interests may appear, as additional obligees;

13.3.2. Deliver copies of any such bonds to the Lessor promptly upon obtaining them; and

13.3.3. Otherwise comply with the requirements of applicable *Law* in relation to such payment or performance bonds.

**13.4. Rights of Leasehold Mortgagee.** The Lessor acknowledges that the application of any Restoration Funds shall be subject to the requirements of any *Leasehold Mortgage*.

**Article 14.**

**PERMANENT CLOSURE; INTERFERENCE EVENTS**

**14.1. Permanent Closure.**

14.1.1. **Permanent Closure Notice.** Except as otherwise provided herein, if a *Permanent Closure* occurs, it shall be deemed a Lessor Default, in accordance with Section 15.2.1 below, and the Lessee shall give written notice to the Lessor within thirty (30) days following the date on which the Lessee first became aware, or reasonably should have become aware, of the *Permanent Closure*, stating the details of the *Permanent Closure*, including a specific explanation of the reasons that the event constitutes a *Permanent Closure* under the terms of this Agreement.

14.1.2. **Lessee's Remedies Upon a Permanent Closure.** Upon the occurrence of a *Permanent Closure*, the Lessee shall have the remedies available to it pursuant to Section 15.2.2 below.

**14.2. Interference Events.**

14.2.1. **Interference Event Notice.** Except as otherwise provided herein, if an *Interference Event* occurs, it shall be deemed a Lessor Default, in accordance with Section 15.2.1 below, and the Lessee shall give written notice as soon as practicable and in no event later than thirty (30) days following the date on which it first became aware, or reasonably should have become aware, of such *Interference Event* to the Lessor; provided that in the case of the same *Interference Event* being a continuing cause of delay or interference, only one such notice shall be necessary. Such notice shall include a statement of the *Interference Event* upon which the claim is based, including the details of the circumstances from which the delay or interference arises.

14.2.2. **Lessee's Remedies Upon an Interference Event.** Upon the occurrence of an *Interference Event*, the Lessee shall have the remedies available to it pursuant to Section 15.2.2 below.

**Article 15.**

**DEFAULTS**

**15.1. Default by the Lessee.**

15.1.1. **Events of Default.** The occurrence of any one or more of the following events during the *Term* shall constitute a Lessee Default:

15.1.1.1. If the Lessee fails to comply with, perform, or observe:

15.1.1.1.1. any material obligation, covenant, agreement, term, or condition in this Agreement; or

15.1.1.1.2. the requirements or directives of a final decision in a matter submitted to dispute resolution in accordance with Article 17 below;

and such failure under either of the foregoing clauses continues unremedied for a period of ninety (90) days following written notice thereof (giving particulars of

the failure in reasonable detail) from the Lessor to the Lessee or for such longer period as may be reasonably necessary to cure such failure; provided that, in the latter case, the Lessee has demonstrated to the satisfaction of the Lessor, acting reasonably, that it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, that its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Lessor, acting reasonably; and that such failure is in fact cured within such period of time;

15.1.1.2. If the Lessee admits, in writing, that it is unable to pay its debts as such become due, makes an assignment for the benefit of creditors, or files a voluntary petition under Title 11 of the United States Code, or if the Lessee files any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable *Law*, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of Lessee, or of all or any substantial part of its properties or of the *Toll Road* or any interest therein;

15.1.1.3. If within ninety (90) days after the commencement of any proceeding against the Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable *Law*, such proceeding has not been dismissed, or if, within sixty (60) days after the appointment, without the consent or acquiescence of the Lessee, of any trustee, receiver, custodian, assignee, sequestrator, liquidator, or other similar official of the Lessee or of all or any substantial part of its properties or of the *Toll Road* or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment has not been vacated;

15.1.1.4. If a levy under execution or attachment has been made against all or any material part of the *Toll Road Project* or any interest therein as a result of any *Encumbrance* (other than a *Permitted Lessee Encumbrance*) created, incurred, assumed, or suffered to exist by the Lessee or any *Person* claiming through it, and such execution or attachment has not been vacated, removed, or stayed by court order, bonding, or otherwise within a period of ninety (90) days, unless such levy resulted from actions or omissions of the Lessor or its *Representatives*; or

15.1.1.5. If the Lessee fails to pay any rent in full when due and such failure continues unremedied for a period of sixty (60) days following the date on which such payment was due to the Lessor.

15.1.2. **Remedies of the Lessor Upon Default by Lessee.** Upon the occurrence and during the continuance of a Lessee Default, the Lessor may, by written notice to the Lessee with a copy to the *Leasehold Mortgagee* in accordance with the terms hereof, declare the Lessee to be in default, and may, subject to rights of the *Leasehold Mortgagee*

pursuant to Sections 16.2 and 16.3 below, do any or all of the following, as the Lessor, in its *Discretion*, shall determine:

15.1.2.1. The Lessor may terminate this Agreement, without the need for reentry or any other action on behalf of the Lessor, by giving sixty (60) days' prior written notice to the Lessee upon the occurrence of:

15.1.2.1.1. a Lessee Default that consists of a failure to comply with, perform, or observe any *Maintenance Standard* if such Lessee Default creates a material danger to the safety of *Toll Operations* or a material impairment to the *Toll Road Project* or to the continuing use of the *Toll Road Project* for transportation purposes; or

15.1.2.1.2. any other Lessee Default;

provided, however, that the Lessee shall be entitled to cure a Lessee Default pursuant to Section 15.1.1.1 above by providing the Lessor with a written work plan within such sixty (60) day period outlining the actions by which the Lessee will ensure future compliance with either the obligation, covenant, agreement, term, or condition in this Agreement, or the requirements or directives of the issued final decision in accordance with Article 17 below, that the Lessee failed to perform or observe, which work plan is approved by the Lessor. Any failure of the Lessee to comply in any material respect with such approved work plan following sixty (60) days' written notice of such failure from the Lessor to the Lessee shall be deemed to be a Lessee Default described in Section 15.1.1 above and the entitlement of the Lessee to cure such Lessee Default by the delivery of an approved work plan shall not apply thereto. Upon such Lessee Default, the Lessor may seek to recover its *Losses* in accordance with Section 15.1.2.4 below. Notwithstanding the foregoing, the Lessor shall not exercise the remedy provided in this Subsection if the Lessee Default consists solely of a violation of any of the provisions of Sections 10.1 and 10.2 above unless such violation is systematic or persistent (but any violation of such Sections shall nonetheless subject the Lessee to such fines or penalties otherwise applicable to such violation as they be imposed by the appropriate *Governmental Authority* or to the imposition of a requirement on the Lessee to demonstrate to the Lessor that the Lessee has or will implement all actions considered necessary by the Lessor (which may include a remedial plan) to remedy such violation. If the Lessee Default is by reason of the failure to pay any monies, the Lessor may, without obligation to do so, make payment on behalf of the Lessee of such monies, and any amount so paid by the Lessor shall be payable by the Lessee to the Lessor within thirty (30) days after written demand therefor;

15.1.2.2. The Lessor may cure the Lessee Default, but this shall not obligate the Lessor to cure or attempt to cure a Lessee Default or, after having commenced to cure or attempted to cure a Lessee Default, to continue to do so, and all costs and expenses reasonably incurred by the Lessor in curing or attempting to cure the Lessee Default shall be payable by the Lessee to the Lessor within thirty (30) days after written demand therefor; provided, however, that the Lessor shall not incur any liability to the Lessee for any act or omission of the

Lessor or any other *Person* in the course of remedying or attempting to remedy any Lessee Default (other than as a result of negligence or willful misconduct); and the Lessor's cure of any Lessee Default shall not affect the Lessor's rights against the Lessee by reason of the Lessee Default;

15.1.2.3. The Lessor is entitled to exercise any of its rights and remedies at Law or in equity; and

15.1.2.4. The Lessor may seek to recover its *Losses* arising from such Lessee Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any *Person* who is owed damages or a debt, subject to the rights of the *Leasehold Mortgagee* under the *Leasehold Mortgage* and this Agreement.

15.1.2.5. The Lessor is entitled to exercise any of its other rights and remedies provided for hereunder.

## 15.2. Default by the Lessor.

15.2.1. **Events of Default.** The occurrence of any one or more of the following events during the *Term* shall constitute a Lessor Default under this Agreement:

15.2.1.1. If the Lessor fails to comply with, perform, or observe:

15.2.1.1.1. any material obligation, covenant, agreement, term, or condition in this Agreement; or

15.2.1.1.2. the requirements or directives of a final decision in a matter submitted to dispute resolution in accordance with Article 17 below;

and such failure continues unremedied for a period of ninety (90) days following written notice thereof (giving particulars of the failure in reasonable detail) from the Lessee to the Lessor or for such longer period as may be reasonably necessary to cure such failure; provided that, in the latter case, the Lessor has demonstrated to the satisfaction of the Lessee, acting reasonably, that it is proceeding with all due diligence to cure or cause to be cured such failure, that its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Lessee, acting reasonably, and that such failure is in fact cured within such period of time;

15.2.1.2. If a levy under execution or attachment has been made against all or any material part of the *Toll Road Project* or the *Lessee Interest* as a result of any *Encumbrance* (other than a *Permitted Lessor Encumbrance*) created, incurred, assumed, or suffered to exist by the Lessor or any *Person* claiming through it, and such execution or attachment has not been vacated, removed, or stayed by court order, bonding, or otherwise within a period of sixty (60) days, unless such levy resulted from actions or omissions of the Lessee or its *Representatives* or unless all or any material part of the *Toll Road Project* shall be subject to a condemnation or similar taking by the Lessor or any agency thereof; or

**15.2.2. Remedies of Lessee upon the Lessor Default.** Upon the occurrence and during the continuance of a Lessor Default, the Lessee may by written notice to the Lessor declare the Lessor to be in default and may do any or all of the following as the Lessee, in its *Discretion*, shall determine:

15.2.2.1. The Lessee is entitled to terminate this Agreement by giving sixty (60) days' prior written notice to the Lessor; provided, however, that the Lessor shall be entitled to cure a Lessor Default pursuant to Section 15.2.1.1 above by providing the Lessee with a written work plan within such sixty (60) day period outlining the actions by which the Lessor will ensure future compliance with either the obligation, covenant, agreement, term, or condition in this Agreement, or the requirement or directive of the final decision in accordance with Article 17 below that the Lessor failed to perform or observe, which work plan is approved by the Lessee (which approval shall not be unreasonably withheld, delayed or conditioned). Any failure of the Lessor to comply in any material respect with such approved work plan following sixty (60) days' written notice of such failure from the Lessee to the Lessor shall be deemed to be a Lessor Default described in Section 15.2.1 above and the entitlement of the Lessor to cure such Lessor Default by the delivery of an approved work plan shall not apply thereto. Upon such Lessor Default, the Lessee may seek to recover its *Losses* in accordance with Section 15.2.2.3 below. ;

15.2.2.2. The Lessee is entitled to exercise any of its rights and remedies at *Law* or in equity;

15.2.2.3. The Lessee is entitled to seek to recover its *Losses* and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any *Person* who is owed damages or a debt by the Lessor; and

15.2.2.4. The Lessee is entitled to exercise any of its other rights and remedies provided for hereunder.

15.2.3. No notice given by the Lessee to the Lessor in which the Lessee states that it elects to exercise its right of termination of this Agreement shall be valid for any purpose unless, if any *Leasehold Mortgage Debt* remains outstanding and, if and to the extent required by the terms of any *Leasehold Mortgage*, the Lessee has first obtained and delivered to the Lessor the written consent of the *Leasehold Mortgagee* to such notice.

**15.3. Consequences of Termination.** Upon the termination of this Agreement for any reason, notwithstanding any claims the *Parties* may have against each other and subject to 4 Article 16 below, the following provisions shall apply:

15.3.1. The Lessee shall, without any action whatsoever being necessary on the part of the Lessor, well and truly surrender and deliver to the Lessor the *Leased Property*, the *Toll Operations Improvements*, and all tangible and intangible personal property (including inventories) located on the *Leased Property* or used in connection with the *Toll Operations* in good order, condition, and repair (reasonable wear and tear excepted) free and clear of all *Encumbrances* other than *Permitted Lessor Encumbrances* and those

created by or suffered to exist or consented to by the Lessor or any *Person* claiming through it.

15.3.2. The Lessee hereby waives any notice now or hereafter required by *Law* with respect to vacating the *Leased Property* on the *Termination Date*;

15.3.3. The Lessor shall, as of the *Termination Date*, assume full responsibility for the *Toll Road Operations*, and as of such date, the Lessee shall have no responsibility thereafter for the provision of *Toll Services* or the performance of *Toll Operations* occurring after such date;

15.3.4. Each party shall execute and deliver a written notice which acknowledges and confirms the termination of this Agreement. Such notice shall be in a recordable form; and

15.3.5. The Lessee shall assist the Lessor in such manner as the Lessor may reasonably require to ensure the orderly transition of control, operation, management, maintenance, rehabilitation, and tolling of the *Toll Road Project*, and shall, if appropriate and if requested by the Lessor, take all steps as may be necessary to enforce the provisions of any *Operating Agreement* pertaining to the surrender of the *Toll Road Project*.

This Section 15.3 shall survive the expiration or any earlier termination of this Agreement.

15.4. **Termination Other Than Pursuant to Agreement.** The Lessor hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience.

#### Article 16.

#### **LENDER'S RIGHTS AND REMEDIES**

16.1. **Leasehold Mortgages.** The Lessee shall have the right, at its sole cost and expense, to grant one or more *Leasehold Mortgages*, subject to Section 16.4 below, if at the time any such *Leasehold Mortgage* is executed and delivered to the *Leasehold Mortgagee*, no Lessee Default exists unless any such Lessee Default will be cured pursuant to Section 16.2 below in connection with entering into such *Leasehold Mortgage*, and upon and subject to the following terms and conditions:

16.1.1. No *Leasehold Mortgage* or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge, or security interest on or against any or all of the *Lessee Interest* shall extend to or affect the Lessor's fee simple interest in the *Leased Property*, the Lessor's interest hereunder, or the Lessor's reversionary interest and estate in and to the *Leased Property* or any part thereof (other than a *Permitted Lessee Encumbrance*);

16.1.2. The Lessor shall have no liability whatsoever for payment of any part of the *Leasehold Mortgage Debt* and, except for violation by the Lessor of the express obligations to the *Leasehold Mortgagee* set forth in this Article 16 and for any remedies of the *Leasehold Mortgagee* provided by *Law*, the *Leasehold Mortgagee* shall not be



entitled to seek any damages or other amounts against the Lessor for any or all of the same;

16.1.3. The Lessor shall have no obligation to any *Leasehold Mortgagee* in the enforcement of the Lessor's rights and remedies herein and by Law provided, except as expressly set forth in this Agreement and unless such *Leasehold Mortgagee* has provided the Lessor with written notice of its *Leasehold Mortgage* in accordance with the *Leasehold Mortgagee Notice Requirements*;

16.1.4. Each *Leasehold Mortgage* shall provide that if an event of default under the *Leasehold Mortgage* has occurred and is continuing and the *Leasehold Mortgagee* gives written notice of such event of default to the Lessee, then the *Leasehold Mortgagee* shall give written notice of such default to the Lessor;

16.1.5. Subject to the terms of this Agreement and except as specified herein, all rights acquired by a *Leasehold Mortgagee* under any *Leasehold Mortgage* shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the Lessor hereunder;

16.1.6. While any *Leasehold Mortgage* is outstanding, the Lessor shall not agree to any amendment to or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the *Leasehold Mortgagee* or agree to a voluntary surrender or termination of this Agreement by the Lessee without the consent of the *Leasehold Mortgagee*; and

16.1.7. A *Leasehold Mortgagee* shall not, by virtue of its *Leasehold Mortgage*, acquire any greater rights or interest in the *Leased Property* than the Lessee has at any applicable time under this Agreement, other than such rights or interest as may be granted or acquired in accordance with Sections 16.2, 16.3, or 16.4 below.

16.1.8. Whenever a *Leasehold Mortgage* exists as to which the Lessor has been provided notice in accordance with the *Leasehold Mortgagee Notice Requirements*, and until the obligations of Lessee secured by such *Leasehold Mortgage* have been completely paid and performed and the *Leasehold Mortgage* has been discharged, the Lessor shall provide notice to the *Leasehold Mortgagee*, in accordance with Section 18.18 below, of any default by the Lessee under the Agreement, along with a true, correct and complete copy of any notice to the Lessee of such a default, at the same time as and whenever any such notice of default shall be given by the Lessor to the Lessee, addressed to the *Leasehold Mortgagee* at the address last furnished to the Lessor by such *Leasehold Mortgagee*.

**16.2. Leasehold Mortgagee's Right to Cure.**

16.2.1. The *Leasehold Mortgagee* shall have a period of ninety (90) days with respect to any Lessee Default beyond any cure period expressly provided to the Lessee under Section 15.1.2 above in which to cure or cause to be cured any such Lessee Default; provided, however, that such ninety (90) day period shall be extended if the Lessee Default:

16.2.1.1. is nonmonetary;

16.2.1.2. is not a Lessee Default described in Sections 15.1.1.3 or 15.1.1.4 above; and

16.2.1.3. may be cured but cannot reasonably be cured within such period of ninety (90) days, and the *Leasehold Mortgagee* begins to cure such default within such ninety (90) day period (or if possession is necessary in order to effect such cure, the *Leasehold Mortgagee*, within such ninety (90) day period, files the appropriate legal action to commence foreclosure on the liens of the *Leasehold Mortgage* or takes other appropriate action to commence a transfer of title to the relevant property) and thereafter proceeds with all due diligence to cure such Lessee Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the Lessor, acting reasonably.

16.2.2. If a *Leasehold Mortgagee* is acting to cure a Lessee Default in accordance with this Section 16.2, then the Lessor shall not exercise its right to terminate this Agreement by reason of such Lessee Default; provided, however, that the Lessor may exercise any of its other rights and remedies provided for hereunder at Law or in equity so long as the exercise of such rights does not interfere with the *Leasehold Mortgagee's* rights hereunder.

16.2.3. In furtherance of the foregoing, the Lessor shall permit the *Leasehold Mortgagee* and its *Representatives* the same access to the *Leased Property* as is permitted to the Lessee hereunder; provided that any actions taken by a *Leasehold Mortgagee* or its *Representatives* pursuant to this Section 16.2 shall be undertaken in accordance with the provisions of this Agreement that would be applicable to the Lessee if it were taking such actions. The Lessor shall accept any such performance by a *Leasehold Mortgagee* or its *Representatives* as though the same had been done or performed by the Lessee. Any payment to be made or action to be taken by a *Leasehold Mortgagee* hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the *Leasehold Mortgagee* if such payment is made or action is taken by a nominee, agent, or assignee of the rights of such *Leasehold Mortgagee*.

16.2.4. Any exercise of the *Leasehold Mortgagee's* rights to cure hereunder shall not result in the assumption by such *Leasehold Mortgagee* of the Lessee's obligations hereunder.

**16.3. Rights of the Leasehold Mortgagee.**

16.3.1. Subject to the provisions of this Agreement, a *Leasehold Mortgagee* may:

16.3.1.1. enforce any *Leasehold Mortgage* in any lawful way;

16.3.1.2. acquire the *Lessee Interest* in any lawful way; or

16.3.1.3. take possession of in any lawful way and manage the *Toll Road Project*.

Upon foreclosure of the *Leasehold Mortgage* (or without foreclosure upon exercise of any contractual or statutory power of sale under such *Leasehold Mortgage* or an

assignment in lieu) and subject to the provisions of this Article 16 (applied to the *Leasehold Mortgagee* as if it were the Lessee), a *Leasehold Mortgagee* may *Transfer* the *Lessee Interest*; provided, however, that no *Transfer* by a *Leasehold Mortgagee* shall be effective unless the *Transfer* is made in accordance with Section 16.1 above. Any *Person* to whom the *Leasehold Mortgagee* *Transfers* the *Lessee Interest* (including such *Leasehold Mortgagee*) shall take the *Lessee Interest* subject to any of the Lessee's obligations under this Agreement. The *Leasehold Mortgagee* is not permitted in connection with its enforcement of its lien to do anything that would materially and adversely affect the *Leased Property*, the *Toll Road Project*, or the *Toll Operations*.

16.3.2. Except as provided in Section 16.2 above, unless and until a *Leasehold Mortgagee* (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee):

16.3.2.1. forecloses or has otherwise taken ownership of the *Lessee Interest*; or

16.3.2.2. has taken possession or control of the *Lessee Interest*, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the *Lessee Interest* by reference to the *Leasehold Mortgagee*;

the *Leasehold Mortgagee* shall not be responsible for any of the Lessee's obligations under this Agreement or be entitled to any of the Lessee's rights and benefits contained in this Agreement, except by way of security. During any period in which the *Leasehold Mortgagee* itself or by an agent or a receiver or a receiver and manager is the owner (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee), or is in control or possession of, the *Lessee Interest*, it shall be bound by all liabilities and obligations of the Lessee accruing under this Agreement during such period.

16.3.3. A *Leasehold Mortgagee* that is an agency of the State of Florida shall not be responsible for any of the following of the Lessee's obligations in this Agreement:

16.3.3.1. to the extent of its immunity to taxation, any of the Lessee's obligations under Section 3.5 (provided however, that nothing in this Agreement shall be construed to be an independent basis to impose liability for taxes on an agency of the State of Florida);

16.3.3.2. any of the Lessee's obligations under Section 4.1;

16.3.3.3. the Lessee's obligations to maintain insurance under Article 12 (because agencies of the State of Florida are self-insured through the Division of Risk Management); and

16.3.3.4. the Lessee's obligations to perform *Restorations* under Article 13 (because any expenditures on the *Toll Road Project* by the Florida Department of Transportation would be subject to legislative approval of the Department's work program and any expenditures by the Department or another agency of the State of Florida would be subject to appropriation by the Legislature).

Provided however that once a *Leasehold Mortgagee* that is an agency of the State of Florida goes out of possession or control of the *Lessee Interest* or *Transfers* the *Lessee Interest* to another *Person* that is not an agency of the State of Florida in accordance with the provisions of this Agreement, such other *Person* who obtains possession and control of the *Lessee Interest* shall be responsible for the Lessee's obligations under Section 3.5 and Article 12 and Article 13.

16.3.4. Once the *Leasehold Mortgagee* goes out of possession or control of the *Lessee Interest* or *Transfers* the *Lessee Interest* to another *Person* in accordance with the provisions of this Agreement, the *Leasehold Mortgagee* shall cease to be responsible for any of the Lessee's obligations under this Agreement accruing thereafter, and to the extent assumed by any *Transferee* or any other *Person* acceptable to the Lessor, for any of the Lessee's obligations under this Agreement accrued during the period in which the *Leasehold Mortgagee* itself or by an agent or a receiver and manager was the owner (other than a Lessor, so long as the Lessee, as the lessee of the Lessor, remains responsible for all of the obligations of the Lessee under this Agreement as its lessee), or was in control or possession of, the *Lessee Interest*, and shall cease to be entitled to any of the Lessee's rights and benefits contained in this Agreement, except, if the *Leasehold Mortgagee* remains outstanding, by way of security.

16.3.5. If this Agreement is terminated for any reason or is extinguished for any reason (including without limitation a rejection of this Agreement in a bankruptcy or other insolvency proceeding), the *Leasehold Mortgagee* may elect to demand of the Lessor, by written notice in accordance with Section 18.18 below no later than thirty (30) days after such termination, a new lease of the *Leased Property* (together with any *Toll Operations Improvements* that may be in the possession or control of the Lessor). The Lessor agrees, if there are outstanding obligations of the Lessee to the *Leasehold Mortgagee*, to enter into a new lease agreement subject to the following requirements, conditions, and provisions (the "New Agreement"):

16.3.5.1. The Lessee in the New Agreement may be either the *Leasehold Mortgagee* or its designee or nominee; provided that such designee or nominee either is controlled by the *Leasehold Mortgagee* or is approved by the Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed;

16.3.5.2. The New Agreement shall be for the remainder of the *Term* of this Agreement, effective on the date of termination of this Agreement, and shall contain, and be subject to, the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in this Agreement.

16.3.5.3. The New Agreement shall be executed by the parties thereto within a reasonable time after receipt by the Lessor of notice of the election of the *Leasehold Mortgagee*, or such other acquiring person, to enter into the New Agreement.

16.3.5.4. The New Agreement and the leasehold estate created thereby shall, subject to the same conditions contained in this Agreement, continue to maintain the same priority as in this Agreement with regard to any *Leasehold Mortgagee* or any other lien, charge or encumbrance affecting the *Lessee Interest*.

Concurrently with the execution and delivery of the New Agreement, the Lessor shall assign to the lessee named therein all of its right, title and interest in and to moneys, if any, then held by or payable to the Lessor which the Lessee would have been entitled to receive but for the termination of the Agreement.

16.3.5.5. If the Lessee refuses to surrender possession of the *Leased Property*, the Lessor shall, at the request of *Leasehold Mortgagee* or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the Lessee and all other occupants who are not authorized to remain in possession hereunder. Any such action taken by the Lessor at the request of *Leasehold Mortgagee* or such other acquiring person shall be at the *Leasehold Mortgagee's* or such other acquiring person's sole expense.

16.4. **Recognition by the Lessor of Leasehold Mortgagee.** Notwithstanding anything in this Agreement to the contrary (except that this Section 16.4 shall not apply to a *Leasehold Mortgagee* that is an agency of the State of Florida who notifies Lessor of the existence of a *Leasehold Mortgage* to which it is a party), if there is more than one *Leasehold Mortgagee*, only that *Leasehold Mortgagee*, to the exclusion of all other *Leasehold Mortgagees*, whose written notice was earliest received by the Lessor pursuant to the *Leasehold Mortgagee Notice Requirements*, shall have the rights as a *Leasehold Mortgagee* under this Article 16, or otherwise under this Agreement, unless such *Leasehold Mortgagee* has designated in writing another *Leasehold Mortgagee* to exercise such rights; provided, however, that such notice may name more than one *Leasehold Mortgagee* and the rights referred to in this Section 16.4 may extend to all *Leasehold Mortgagees* named therein if such notice is submitted by a *Representative* of all such *Leasehold Mortgagees* (which *Representative* may itself be a *Leasehold Mortgagee*).

#### Article 17.

#### **DISPUTE RESOLUTION**

17.1. **Scope.** Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, or any question as to whether such dispute is subject to the provisions contained in this Article 17, shall be resolved as set forth in this Article 17.

17.2. **Informal Dispute Resolution Procedures.** Before instituting any formal action or legal proceedings with any court, the *Parties* agree that they will first attempt in good faith to resolve all disputes that may arise under this Agreement. The *Parties* further agree that, upon receipt of written notice of a dispute from a *Party*, the *Parties* will refer the dispute to the *Designated Person* of each *Party*. The *Designated Persons* shall negotiate in good faith to resolve the dispute, subject to the approval, if necessary, of any board of directors or other such authority, prior to or simultaneously with resorting to resolution under Section 17.3 below, conferring as often as they deem reasonably necessary, and shall gather and in good faith furnish to each other the information pertinent to the dispute. The statements made by *Representatives* of the *Parties* during the dispute resolution mechanisms set forth in this Section 17.2, and documents specifically created for such dispute resolution mechanisms, shall be considered part of settlement negotiations and shall not be admissible in evidence in any proceeding without the mutual consent of the *Parties*, except as required by any *Law*. Notwithstanding the foregoing, either *Party* may proceed to institute a formal action or legal proceeding pursuant to Section 17.3

below at any time if such act is necessary to avoid the passage of time provided for under applicable *Law* imposing a limitations' period on the time for filing or bringing such action in a court of competent jurisdiction.

17.3. **Civil Litigation.** In the event the *Parties* fail to resolve the dispute within sixty (60) days after initiation of the informal dispute resolution procedures set forth in Section 17.2 above, or such longer period as the *Parties* may mutually agree, either *Party* may initiate a civil action in the Leon County Circuit Court or, if applicable, the County Court of Leon County, Florida, and in accordance with all applicable Florida Rules of Civil Procedure. The *Parties* acknowledge and understand that, to resolve any and all claims arising out of this Agreement, they may file a civil action only in the Leon County Circuit Court or, if applicable, the County Court of Leon County, Florida.

17.4. **Tolling.** If a *Party* receiving a written notice of default under this Agreement contests, disputes, or challenges the propriety of such notice by making application to the informal dispute resolution procedures set forth in Section 17.2 above, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final decision.

#### Article 18. **MISCELLANEOUS**

18.1. **Amendment.** This Agreement may be amended, changed, or supplemented only by a written agreement signed by the *Parties* and, if applicable, the consent of any *Leasehold Mortgagees* in accordance with Section 16.1.6 above.

18.2. **Applicable Laws, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the internal *Laws* of Florida without regard to principles of conflicts of law. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Leon County, Florida.

18.3. **Assignment/Sale.**

18.3.1. **Lessee Assignment.** The Lessee shall not assign this Agreement, in whole or in part, or sublease the *Leased Property*, in whole or in part, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall the Lessee be released from any obligation or liability under this Agreement following any such assignment or sublease.

18.3.2. **Lessor Sale and Assignment.** The Lessor shall have the right to sell, transfer or assign, in whole or in part, the *Leased Property* and its rights and obligations under this Agreement; provided, however, that such sale and assignment shall be permitted only to the extent that it will not result in the Lessee's loss of its rights associated with conducting the *Toll Operations* on the *Leased Property* while under the ownership of the County or other such governmental entity. Any such sale, transfer or assignment shall operate to release the Lessor from any and all liability under this Agreement arising after the date of such sale, assignment or transfer.

18.4. **Captions; Headings; Italicized Terms.** The division of this Agreement into articles, sections, and other subdivisions are for convenience of reference only and shall not

affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement. As a matter of convenience, it is the intent of the *Parties* to have displayed all defined terms in italics when used throughout this Agreement. However, the failure to have displayed a defined term in italics, when used in its proper context, shall not be deemed to have changed the meaning of such term from that provided in Section 1.2 above.

18.5. **Consents and Approvals.** Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either *Party*, such approval or consent, and any request therefor, must be in writing, unless waived in writing by the other *Party*.

18.6. **Costs.** Except as otherwise provided in this Agreement, each *Party* shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

18.7. **Counterparts: Facsimile Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each *Party* and delivered to all *Parties*. To evidence the fact that it has executed this Agreement, a *Party* may send a copy of its executed counterpart to the other *Party* by facsimile transmission. Such *Party* shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such *Party* shall forthwith deliver to the other *Party* an original counterpart of this Agreement executed by such *Party*.

18.8. **Cumulative Remedies.** The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by *Law*.

18.9. **Due Diligence.** The Lessor and the Lessee shall each use due diligence in performing their obligations under this Agreement.

18.10. **Enforcement.** In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees, whether incurred at the pre-trial, trial, or appellate levels.

18.11. **Entire Agreement.** This Agreement constitutes the entire agreement between the *Parties* pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the *Parties*. There are no representations, warranties, conditions, or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any *Party* to enter into this Agreement or on which reliance is placed by any *Party*, except as specifically set forth in this Agreement.

18.12. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

18.13. **Force Majeure.** The Lessor shall not incur any liability, expense, or obligation for failure to perform any obligation under this Agreement caused in whole or in part by events beyond the Lessor's control, including, but not limited to, war; force of nature including fire,

earthquake, and sinkholes; labor disputes; and manufacturing, supplier, or transportation shortages or delays.

18.14. **Further Acts.** The *Parties* shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each *Party* shall, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and take such further actions as may be reasonably requested by the other *Party* in order to cure any defect in the execution or delivery of this Agreement.

18.15. **Generally Accepted Accounting Principles.** All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with then-generally accepted accounting principles in the United States of America, consistently applied.

18.16. **Inurement and Binding Effect.** This Agreement shall inure to the benefit of the *Parties* and their respective permitted successors and assigns and be binding upon the *Parties* and their respective successors and assigns.

18.17. **Joint Preparation.** The *Parties* acknowledge and agree that each *Party* has substantial business experience and is fully acquainted with the provisions of this Agreement, that the provisions and language of this Agreement have been fully negotiated, and that no provision of this Agreement shall be construed in favor of any *Party* or against any *Party* by reason of such provision of this Agreement having been drafted on behalf of one *Party* rather than the other *Party*.

18.18. **Notice.** All notices, other communications, and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail, return receipt requested and postage prepaid, addressed as follows:

18.18.1. In the case of the Lessor:

Orchard Pond, LLC

with a copy to:

18.18.2. In the case of the Lessee:

Orchard Pond Greenway, LLC

with a copy to:



and to

David A. Theriaque, Esquire  
Theriaque & Spain  
433 North Magnolia Drive  
Tallahassee, Florida 32308

or such other persons or addresses as either *Party* may from time to time designate by written notice to the other *Party*. A written notice, other communication, or approval shall be deemed to have been sent and received:

18.18.2.1. On the day it is delivered, or if such day is not a *Business Day* or if such notice is received after ordinary office hours (time of place of receipt), the notice, other communication, or approval shall be deemed to have been sent and received on the next *Business Day*; or

18.18.2.2. On the fourth *Business Day* after mailing if sent by United States registered or certified mail.

18.19. **Number and Gender.** Terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa and words in one gender include all genders.

18.20. **Partnership or Third-Party Beneficiaries.** Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture, or principal and agent relationship between the Lessor and the Lessee. Except as expressly provided herein to the contrary, including with respect to such rights as are expressly granted to each *Leasehold Mortgagee* pursuant to this Agreement, no term or provision hereof shall be construed in any way to grant, convey, or create any rights or interests to or in any *Person* not a *Party* to this Agreement.

18.21. **Severability.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable *Law*. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any *Person* or circumstances is held or deemed to be or determined to be invalid, inoperative, or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable *Law*, or public policy, or for any other reason, (i) such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and (ii) the *Parties* shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the *Parties* cannot agree on an appropriate amendment, either *Party* may refer the matter for determination pursuant to the informal dispute resolution procedures set forth in Section 17.2 above.

**18.22. Time.**

**18.22.1. References to Specific Time.** Unless specified otherwise, all statements of or references to a specific time are to Eastern Time.

**18.22.2. Period of Days.** A period of days shall be deemed to begin on the first day after the event that began the period and to end at 5:00 p.m. on the last day of the period. If, however, the last day of the period does not fall on a *Business Day*, the period shall be deemed to end at 5:00 p.m. on the next *Business Day*.

**18.23. Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the *Party* giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any *Party* to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

IN WITNESS WHEREOF, the Lessor and the Lessee each has caused this Agreement to be duly executed as of the day and year first above written.

WITNESSES

LESSOR:

**ORCHARD POND, LLC**

By: SMan Management, LLC

Its: Manager

By: \_\_\_\_\_

Jeffrey S. Phipps

Its: Manager

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

PRINTED NAME

My commission expires:

**WITNESSES**

**LESSOR:**

**ORCHARD POND GREENWAY, LLC**

**By: SMan Management, LLC  
Its: Manager**

**By: \_\_\_\_\_  
Jeffrey S. Phipps  
Its: Manager**

**Date: \_\_\_\_\_**

\_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by Jeffrey S. Phipps, as Manager of SMan Management, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

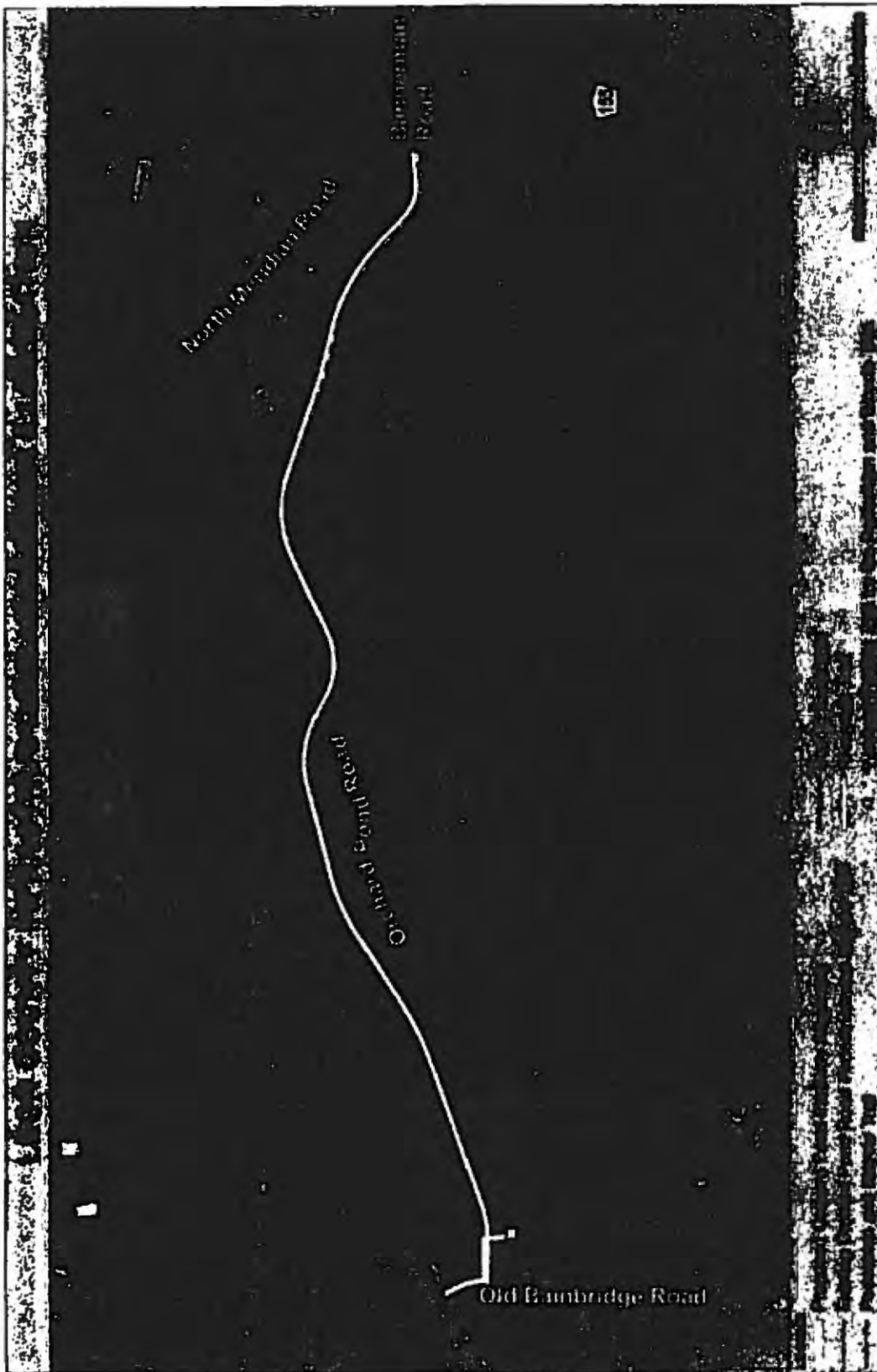
\_\_\_\_\_  
**PRINTED NAME**  
**My commission expires:**

**EXHIBIT "A"**

***LEGAL DESCRIPTION OF LEASED PROPERTY***

**(to be amended in accordance with Section 2.2.1.2)**

EXHIBIT "A"



**EXHIBIT "B"**

***MAINTENANCE STANDARDS***

**(to be completed prior to completion of Road Improvements and incorporated in an amendment)**

**Leon County  
Board of County Commissioners**

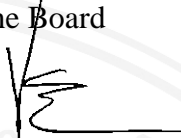
**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #10

February 10, 2015

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

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

**Title:** Acceptance of the FY 2014/15 Ongoing and First Quarter Commissioner Discussion Items Status Report

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the FY 2014/15 Ongoing and First Quarter Commissioner Discussion Items Status Report (Attachment #1).



## **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.

### **Analysis:**

In the final status report on FY 2013/14 Commissioner Discussion Items, there were three discussion items that were ongoing and carried forward. Of the three discussion items carried forward to FY 2014/15, two have been completed and one remains ongoing.

For the period of October 1, 2014 – December 31, 2014, other than Resolutions, six requests were generated under Commissioners' Discussion time. The number of tasks completed is four, one item is in progress, and one item is scheduled for the April 28, 2015 Budget Workshop.

Therefore, of the nine requests for the ongoing and first quarter FY2014/15 Commissioners' Discussion Items', the number of tasks completed is six (one item is scheduled for the April 28<sup>th</sup> Budget Workshop), one item is ongoing, and two items are in progress.

### **Options:**

1. Accept the FY 2014/15 Ongoing and First Quarter Commissioner Discussion Items Status Report (Attachment #1).
2. Accept the FY 2014/15 Ongoing and First Quarter Commissioner Discussion Items Status Report, with modifications.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. FY 2014/15 Ongoing and First Quarter Commissioner Discussion Items Status Report

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
May 13, 2014	Proctor	Motion: Direct staff to look at issues of sightlines and right-of-way at intersections and bring back an analysis regarding overgrowth of shrubs, etc.	County Attorney – Herb Thiele Public Works/Operations – Tony Park/ Dale Walker	Ongoing.
June 10, 2014	Desloge	Motion: Direct staff to provide an update on the Public Safety Complex.	T-LC Consolidated Dispatch Agency - Tim Lee	Done.
June 24, 2014	Dailey	Motion: Direct staff to bring back a status report on the overall picture of the Affordable Care Act and its impact on Leon County.	Human Services & Community Partnerships – Candice Wilson	Done. October 28, 2014 <i>Agenda Item #12</i>
October 14, 2014	Maddox	Motion: Direct staff to bring back an agenda item on a funding request from Whole Child Leon for up to \$40,000, look at matching City's amount of funding, and the agenda item should include more details on how the \$40,000 would be spent.	Human Services & Community Partnerships – Candice Wilson/Eryn Calabro	Done. October 28, 2014 <i>Agenda Item #19</i>
	Dozier	Requested EMS staff assist the Volunteer Fire Departments' Roundup event in the future.	Emergency Medical Services – Tom Quillin	Done upon Board direction.
October 28, 2014	Maddox	Motion: Direct staff to prepare an agenda item for December 9th to consider submitting a Comprehensive Plan amendment, which would allow for a <i>one to one</i> zoning swap on Highway 90 East on the property known as Miers and Rockaway.	PLACE/Planning – Wayne Tedder/Cherie Bryant/Megan Doherty	Done. December 9, 2014 <i>Agenda Item #17</i>
November 18, 2014	Dailey	Motion: Direct staff to work with Jim Stevenson and the Wakulla Springs Alliance to schedule an advertised "traveling workshop" to visit multiple water sources. He would like to invite the Wakulla County Commission and schedule for beginning of 2015.	County Administration – Maggie Theriot	In Progress.
	Dailey	Motion: Direct staff to bring back an information-only agenda item detailing the County's sidewalk priority list and the criteria used to establish the list.	Public Works/Engineering – Tony Park/Kathy Burke	Done. <i>Scheduled for April 28, 2015 Budget Workshop.</i>
	Dailey	Motion: Direct staff to bring back an agenda item regarding signage at County water bodies and boat landings when a fish advisory has been issued by the Florida Fish and Wildlife Commission.	Public Works/Engineering/Parks & Recreation – Tony Park/Kathy Burke/Leigh Davis	In Progress. <i>Staff reviewing with DOH and Florida Wildlife Commission for a response.</i>

**Leon County  
Board of County Commissioners**

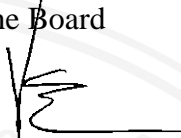
**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

February 10, 2015

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

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

**Title:** Acceptance of a Status Report on the Implementation of Electronic Building Permit Application Submittal through ProjectDox

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Department of Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ed Jarriel, Jr., Director, Building Plans Review and Inspection

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Accept the status report on the implementation of electronic building permit application submittal through ProjectDox.

## Report and Discussion

### **Background:**

ProjectDox is an electronic application review and document management program currently utilized by the Department of Development Support and Environmental Management (DSEM). It is designed with the intent to allow the review and management of permit applications in order to reduce demands on natural resources while enhancing the permit application review process. ProjectDox was initially implemented in January of 2010 to enhance the review of site and development plans by the Development Services Division. It was further developed in January of 2011 to assist the Environmental Services Division in their review of environmental permit applications. During the 2013/2014 fiscal year, DSEM expanded the use of ProjectDox to include the review of building permit applications. The ProjectDox program is unique in that it interfaces with DSEM's current permit tracking system (Permits Plus) to initialize projects, assign building permit numbers, and send email notifications when additional information is needed for the review. It is also utilized to interface with DSEM's AppXtender program to electronically manage and store all DSEM permitting documents.

Prior to the initial implementation of the ProjectDox program for building permit application submittals, a series of training sessions were conducted by DSEM to educate the construction industry on the processes and benefits of the program. The training focused on the submittal process and encouraged the use of electronic submittals to reduce the need for visits to the DSEM office. The introduction and use of ProjectDox to review building permit applications and related documents was scheduled as a multi-phase process and was implemented as outlined below:

- Phase I, implemented January 14, 2014: new, single-family dwellings;
- Phase II, implemented July 14, 2014: townhouse, duplex and triplex structures;
- Phase III, implemented August 14, 2014: modular and manufactured homes;
- Phase IV, implemented September 14, 2014: additions to single-family dwellings;
- Phase V, implemented October 14, 2014: interior alterations and repairs to existing single-family dwellings;
- Phase VI, implemented November 14, 2014: new accessory buildings and structures including detached garages, residential swimming pools, lawn storage sheds, pool houses and earth retaining walls; and
- Phase VII, anticipated implementation date of February 2015, for commercial construction.

This expansion of the electronic review process is essential to the following revised FY2012-2016 Strategic Initiatives that the Board approved at the January 27, 2015 meeting:

- Implement strategies to further utilize electronic processes which gain efficiencies or enhance services.

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

- Sustain a culture of transparency, accessibility, accountability, civility and the highest standards of public service. (G1, 2013)
- Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value. (G2, 2012)

**Analysis:**

Current trends in the construction industry indicate that the previous down turn in the economy has apparently abated as referenced by a 41% increase in new housing starts during the 2014 fiscal year. The Building Plans Review and Inspection Division's 2013 and 2014 permitting reports indicate that the overall permitting stream for unincorporated Leon County has increased by approximately 5% (Attachment #1). The ProjectDox electronic review program has shown to be an effective and efficient tool of the construction industry in facilitating this positive growth.

Through the first year of implementation, 325 building permit applications were submitted through the ProjectDox program, which is 3% of the total permit applications reviewed during this time frame. The transition from the previous sequential paper review to concurrent electronic review of building permit applications has resulted in a reduction in the associated overall review time. Additionally, the expansion of the electronic review process to include building permit applications has increased the overall efficiency of the Department, and has been embraced by the construction industry as the new standard for permitting in Leon County.

**Options:**

1. Accept the status report on the implementation of electronic building permit application submittal through ProjectDox.
2. Do not accept the status report on the implementation of electronic building permit application submittal through ProjectDox.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Building Plans Review and Inspection 2013 & 2014 Annual Reports

**Department of Development Support and Environmental Management**  
**Division of Building Inspection**  
**Annual Report**  
**2014**

From Date: 01-Oct-13 To: 30-Sep-14

TYPE	# PERMITS	# DWELLINGS	VALUATIONS	FEES
<b>NEW CONSTRUCTION</b>				
SINGLE FAMILY	220	220	\$49,158,483.00	\$565,909.63
DUPLEX	2	2	\$337,500.00	\$4,057.51
MANUFACTURED HOMES	54	54	\$2,266,182.00	\$26,984.77
COMMERCIAL BUILDINGS	3	3	\$2,820,000.00	\$19,537.21
CHURCHES AND BANKS	2	2	\$1,248,400.00	\$8,726.18
RELOCATION AND DEMOLISH	17	17	\$323,551.00	\$3,451.51
SWIMMING POOLS	55	55	\$2,402,519.77	\$26,618.56
SIGNS	25	25	\$175,583.00	\$7,418.14
ELECTRICAL ONLY	263	263	\$617,984.69	\$21,168.34
MECHANICAL ONLY	997	997	\$5,549,321.50	\$83,554.51
GARAGES AND CARPORTS	32	32	\$763,569.00	\$14,526.71
UTILITY STRUCTURES	82	82	\$764,215.35	\$25,768.45
DRIVEWAYS	424	424	\$0.00	\$32,913.00
MISCELLANEOUS I	15	15	\$338,875.00	\$6,809.43
<b>ADDITIONS, ALTERATIONS AND CONVERSIONS</b>				
SINGLE FAMILY DWELLING ADDITION	108	108	\$3,352,426.82	\$40,195.92
SINGLE FAMILY DWELLING ALTERATION	198	198	\$2,049,083.69	\$66,727.00
MANUFACTURED HOME ADDITION	11	11	\$94,250.00	\$2,846.42
COMMERCIAL ADDITIONS	4	4	\$211,156.00	\$4,279.71
COMMERCIAL ALTERATIONS	32	32	\$1,849,126.00	\$31,409.77
CHURCH AND BANK ADDITIONS	2	2	\$175,000.00	\$1,670.33
ROOFING PERMITS	1710	1710	\$16,257,015.69	\$399,777.20
MISCELLANEOUS II	849	849	\$3,927,788.91	\$158,124.78
SUB TOTAL	5106		\$94,682,031.42	\$1,552,475.08
MISCELLANEOUS FEE LISTED BELOW				\$15,490.12
<b>TOTAL</b>	<b>5106</b>	<b>5106</b>	<b>\$94,682,031.42</b>	<b>\$1,567,965.20</b>
<b>MISCELLANEOUS FEES</b>		<b>INSPECTIONS</b>		
PLANS CHECK FEES	\$2,237.45	MECHANICAL		2787
REINSPECTIONS	\$130.54	BUILDING		6829
LICENSE APPLICATION FEES	\$4,267.34	ELECTRICAL		3561
CONTRACTOR LIC RENEWAL	\$5,580.75	PLUMBING		1747
CONT FILE MAINT FEE	\$3,274.04	ENVIRONMENTAL		109
TOTAL MISCELLANEOUS FEES:	\$15,490.12	OTHER		719
		MOBILE HOMES		92
		TOTAL INSPECTIONS:		15844

Prepared by Automation

Ed Jarriel, Jr.  
Director of Building Plans Review and Inspection

**Department of Development Support and Environmental Management  
Division of Building Inspection**

**Annual Report**

**2013**

From Date: 01-Oct-12 To: 30-Sep-13

TYPE	# PERMITS	# DWELLINGS	VALUATIONS	FEES
<b>NEW CONSTRUCTION</b>				
SINGLE FAMILY	156	156	\$37,928,677.00	\$435,581.71
DUPLEX	6	6	\$3,025,000.00	\$22,199.92
MANUFACTURED HOMES	51	51	\$1,522,985.35	\$24,953.68
COMMERCIAL BUILDINGS	7	7	\$3,608,163.00	\$24,841.05
PUBLIC BUILDINGS	1	1	\$21,000.00	\$594.73
CHURCHES AND BANKS	1	1	\$32,500.00	\$752.14
RELOCATION AND DEMOLISH	12	12	\$48,385.00	\$2,436.36
SWIMMING POOLS	36	36	\$1,133,557.36	\$16,209.86
SIGNS	27	27	\$190,368.84	\$8,955.15
ELECTRICAL ONLY	257	257	\$316,478.00	\$20,931.57
MECHANICAL ONLY	1041	1041	\$5,715,547.84	\$88,804.29
GARAGES AND CARPORTS	23	23	\$423,222.65	\$9,197.92
UTILITY STRUCTURES	93	93	\$755,342.24	\$26,138.74
MISCELLANEOUS I	10	10	\$214,290.00	\$3,439.45
<b>ADDITIONS, ALTERATIONS AND CONVERSIONS</b>				
SINGLE FAMILY DWELLING ADDITION	117	117	\$3,593,818.00	\$60,959.62
SINGLE FAMILY DWELLING ALTERATION	216	216	\$2,517,878.15	\$81,018.36
MANUFACTURED HOME ADDITION	3	3	\$11,600.00	\$456.34
COMMERCIAL ADDITIONS	1	1	\$30,000.00	\$832.04
COMMERCIAL ALTERATIONS	69	69	\$5,234,679.00	\$82,249.24
CHURCH AND BANK ADDITIONS	1	1	\$7,950.00	\$214.07
ROOFING PERMITS	1854	1854	\$18,422,968.15	\$434,037.73
MISCELLANEOUS II	842	842	\$3,110,037.00	\$138,343.97
SUB TOTAL	4827		\$87,864,447.58	\$1,483,147.94
MISCELLANEOUS FEE LISTED BELOW				\$15,259.21
<b>TOTAL</b>	<b>4827</b>	<b>4827</b>	<b>\$87,864,447.58</b>	<b>\$1,498,407.15</b>

**MISCELLANEOUS FEES**

PLANS CHECK FEES	\$2,009.03
REINSPECTIONS	\$65.27
LICENSE APPLICATION FEES	\$609.62
CONTRACTOR LIC RENEWAL	\$8,631.56
CONT FILE MAINT FEE	\$3,943.73
<b>TOTAL MISCELLANEOUS FEES:</b>	<b>\$15,259.21</b>

**INSPECTIONS**

MECHANICAL	3375
BUILDING	7023
ELECTRICAL	2932
PLUMBING	1688
ENVIRONMENTAL	544
OTHER	556
MOBILE HOMES	98
<b>TOTAL INSPECTIONS:</b>	<b>16216</b>

Prepared by Automation

Ed Jarriel, Jr.  
Director of Building Plans Review and  
Inspection



**Leon County  
Board of County Commissioners**

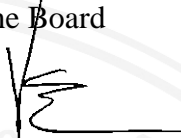
**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #12

February 10, 2015

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

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

**Title:** Acceptance of a Status Report on the Removal of Illegal Signs in the Right-of-Way

---

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Scott Brockmeier, Development Services Administrator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the status report on the removal of illegal signs in the right-of-way.

## **Report and Discussion**

### **Background:**

On January 21, 2014, the Board accepted a status report on the implementation of a proposed Ordinance to assist with sign code enforcement issues. In the report, staff noted a number of issues encountered in developing such an Ordinance, namely fiscal impacts and staffing. As a result of these impacts, staff developed an alternative solution that would have no fiscal impact and could be implemented immediately. The alternative included utilizing existing building and environmental inspectors to assist in the removal of illegal signs within the right-of-way (ROW) and to utilize the Sheriff's Office for any necessary enforcement actions. The Board voted to accept the report and to direct staff to implement a monthly sweep of the County to remove illegal signs and to request assistance from the Sheriff's Office to issue citations to repeat or egregious violators.

The Department of Development Support and Environmental Management (DSEM) currently maintains one (1) zoning code enforcement officer, a Planner I. With the volume of signs found in the ROW, the task of removing the signs alone would prove difficult. With the inclusion of existing staff, namely building and environmental inspectors, this task can be more easily and efficiently completed. DSEM currently employs nine environmental inspectors and seven building inspectors. These inspectors are already in the field conducting inspections throughout the County and can provide assistance removing signs in the ROW between inspections. In addition, the Planner I assigned to inspect zoning violations can conduct sign sweeps every month, or as needed, in the quadrants of the County that are more heavily inundated by signs in the ROW.

In a follow-up to the January 21, 2014 Board meeting, on May 13, 2014, staff presented an Ordinance amending Chapter 10, Article IX of the Leon County Land Development Code (LDC), to revise a portion of the Sign Code clarifying the enforcement procedures relating to illegal signs placed in the ROW. The Ordinance also provided further clarification that placement of a sign in the ROW, or on a utility pole, electrical box, etc. is prohibited as well. The Ordinance contained provisions noting that the County may apply one or a combination of remedies available by law including the Code of Laws of Leon County and the Florida Statutes, Chapters 162 and 403.413 in response to valid violations. The Board adopted the Ordinance unanimously.

This adopted Ordinance is essential to the following revised FY2012-2016 Strategic Initiative that the Board approved at the January 27, 2015 meeting:

- Implement strategies that preserve neighborhoods and create connectedness and livability

This particular Strategic Initiative aligns with the Board's Strategic Priority: Quality of Life

- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations and high quality provision of services. (Q6, 2012)

**Analysis:**

Since February 2014, staff has conducted monthly sweeps to ensure compliance with Article IX. In addition, the Planner I, along with other staff, has removed several hundred illegal signs from the ROW. The total number of signs removed from the ROW over the past year (February 2014 through January 2015) is approximately 900; an average of approximately 75 signs removed per month. However, staff encountered higher numbers of signs during the income tax season and political season. Additionally, an increase in signage was noticeable in the ROW during the winter months, likely the result of the typical decline in mowing and maintenance of grass in the ROW; therefore, it is difficult to identify a trend due to the fluctuation during these periods. Staff should note that small business signs are among the top offenders of illegal signage in the ROW.

In addition to the physical removal of signs, staff has contacted several of the repeat offenders informing them of the laws prohibiting the placement of signs in the ROW. This effort, along with the systematic removal of illegal signs across the County, appears to have assisted in reducing the intensity of illegal signs previously found along a number of roadways and intersections in the unincorporated portions of the County. As a result, staff has not found it necessary at this time to actively seek assistance from the Sheriff's Office in the form of citations. However, in cases of egregious offenders, staff shall seek assistance from the Sheriff's Office to issue citations.

As a result of fewer complaints received over the last few months, the process implemented by the County appears to have had a positive effect on reducing the proliferation of illegal signage in the ROW.

**Options:**

1. Accept the status report on the removal of illegal signs in the right-of-way.
2. Do not accept the status report on the removal of illegal signs in the right-of-way.
3. Board direction.

**Recommendation:**

Option #1.

VSL/AR/DRM/RC/SB

**Leon County  
Board of County Commissioners**

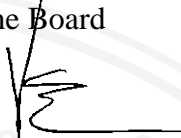
**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #13

February 10, 2015

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

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

**Title:** Acceptance of the 2014 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Shawna Martin, Senior Planner

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2014 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report (Attachment #1).

## **Report and Discussion**

### **Background:**

Subdivision 3, Article II, of the Land Development Code of Leon County establishes the Board of Adjustment and Appeals (BOAA), defines their powers and duties, and sets out applicable regulations and due process provisions. In addition, details of the BOAA's operations are set out in its bylaws, which have been approved by both the Board of County Commissioners and Tallahassee City Commission.

The Board is composed of seven full board members and two alternate board members. Three of the full board members are appointed by the Leon County Board of County Commissioners, three of the full board members are appointed by the Tallahassee City Commission, and one full board member is appointed on a rotating basis by the City Commission and Leon County Board of County Commissioners. To comply with the BOAA meeting quorum requirements, two alternate Board members (one City of Tallahassee alternate member, one Leon County alternate member) also compose the BOAA. The alternate members may attend the meetings when necessary to make up the required BOAA quorum.

### **Analysis:**

During the 2014 calendar year, three applications were received by the BOAA pertaining to land located in unincorporated Leon County. All three applications requested variances pertaining to minimum front and rear yard setbacks. The BOAA approved all three of the applications.

### **Options:**

1. Accept the 2014 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report (Attachment #1).
2. Do not accept the 2014 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. 2014 Tallahassee-Leon County Board of Adjustment and Appeals Annual Report

VSL/AR/DM/RC/SM



# TALLAHASSEE ~ LEON COUNTY BOARD OF ADJUSTMENT AND APPEALS (BOAA)



## 2014 ANNUAL REPORT

Leon County Department of Development Support  
and Environmental Management  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300  
Fax (850) 606-1301



Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2014 Annual Report

**Date:** January 9, 2014  
**Case No:** BOAA 14-001  
**Applicant/Agent:** Mr. Stan Derzypoliski, Realtor/Builder  
**Property Owner:** Mrs. Barbara Everett  
**Parcel Identification #(s):** 22-23-03- 1-0050 and 22-23-03- 1-0060

**Request:** Mr. Stan Derzypoliski filed a variance request on behalf of Mrs. Barbara Everett, for her properties located in the Ochlocknee Ridge (Unrecorded) Subdivision on the Ochlocknee River in Tallahassee, FL. The applicant requested a variance from Section 10-6.613 of the Leon County Land Development Code that reduced the required front yard building setback for principal structures from thirty (30) feet to eleven (11) feet, in order to rebuild a single-family residential dwelling in the same location that one previously burned.

**Case Comments:** The two parcels are approximately 0.32 (+/-) acres combined and are located outside the Urban Service Area. The parcels are zoned Urban Fringe and designated Urban Fringe on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan.

The requested variance would allow the property owner to build her new home in the upland area of the site to help alleviate the potential for flooding of the home and septic system. A single family home previously existed on this site with the same 11-foot setback from the front property line prior to the home burning down.

The two lots were created prior to the adoption of subdivision regulations and the Comprehensive Plan, and while the lot sizes are much smaller than allowed in the district, they are considered legal lots of record and are vested for single family residences. The owner will be required, however, to complete a Unity of Title to unify the two lots under one title as an individual building site.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. The county mailed a total of thirty-one (31) notices to property owners within 200 feet of the subject property and applicable neighborhood and business associations (registered with the County) within a one mile radius of the subject property. Staff did not receive any phone calls, emails or written responses in support of or in opposition to the variance request.

Staff recommended approval of the setback variance based on the information and hardships identified by the applicant.

The motion to grant the variance for the front yard building setback passed four (4) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2014 Annual Report

**Date:** June 12, 2014  
**Case No:** BOAA 14-002  
**Applicant/Agent:** David Thomas, Agent/General Contractor  
**Property Owner:** Chief Cornerstone Construction Co., Inc.  
**Parcel Identification #(s):** 21-06-26- C-0060

**Request:** Chief Cornerstone Construction Co., Inc., property owner of Lot 6, Block C of the Rocky Hill Subdivision in Tallahassee, FL 32303, requested a variance to Section 10-6.637 of the Leon County Land Development Code to reduce the required front yard building setback from eighteen (18) feet (as per the approved Type “B” site and development plan - LSP070047) to 12.91 feet, in order to accommodate a single-family residential home.

**Case Comments:** The property is located within the Single- and Two-Family Residential (R-3, Section 10-6.637 of the LDC) zoning district and is designated Suburban on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan. The property is located inside the Urban Service Area.

The Rocky Hill Subdivision, approved on June 18, 2008, was granted deviations from development standards for setbacks, lot sizes and lot dimensions due to the environmental constraints on site. The subdivision currently has four different front principal building setbacks ranging from 10 feet to 20 feet. At the time of the request, the applicant stated that the home’s foundation was poured at the wrong location due to survey markers being relocated improperly after being knocked down. The variance request would allow for a 12.91 front setback on Lot 6, Block C, which would fall within the range of permitted setbacks for the subdivision and allow the home to avoid being built close to the 100-year flood plain located at the rear of the property.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. The county mailed twenty-five (25) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one mile radius of the subject property. Staff did not receive any phone calls, emails or written responses in support of or in opposition to the variance request.

Staff recommended approval of the setback variance based on the information and hardships identified by the applicant.

The motion to grant the variance for the front yard building setback was passed seven (7) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA)  
2014 Annual Report

**Date:** July 10, 2014  
**Case No:** BOAA 14-003  
**Applicant/Agent:** Scharlett S. Roberson, Clayton Homes  
**Property Owners:** Mr. Willie C. Green  
**Parcel Identification #(s):** 16-17-20-205-0000

**Request:** Mr. Willie C. Green, property owner of a parcel located off of Miccosukee Road in Leon County, requested a variance to Section 10-6.612 of the Leon County Land Development Code to reduce the required rear yard building setback from fifty (50) feet to eighteen (18) feet, in order to accommodate a proposed manufactured home.

**Case Comments:** The subject property is located within the Rural (R, Section 10-6.612 of the LDC) zoning district and designated Rural on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan. The property is located outside of the Urban Service Area and is contained within the Miccosukee Road Canopy Road Overlay Zone (CRPZ), which requires that lands within one hundred (100) feet of the centerline of the roadway be protected.

The variance request would allow for an eighteen (18) feet rear principal building setback. Without the variance, the limitations imposed by the CRPZ would not leave sufficient buildable area to construct a manufactured home and meet the required development standards.

The property owner previously received approval of this variance from the BOAA on April 12, 2012 (BOAA 12-002); however, the applicant did not take action before the Final Order expired one year later on April 12, 2013. At the time of the original request, Mr. Marion Lamb, an adjacent property owner, sent a letter of support for the variance request.

A timely application was made to the BOAA.

**Decision:** Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. The county mailed a total of nine (9) notices to property owners within 200 feet of the subject property and applicable neighborhood and business associations (registered with the County) within a one mile radius of the subject property. Staff did not receive any phone calls, emails or written responses in support of or in opposition to the variance request.

Staff recommended approval of the setback variance based on the information and hardships identified by the applicant.

The motion to grant the variance for the rear yard building setback passed by a vote of six (6) in favor and zero (0) opposed.

**Leon County  
Board of County Commissioners**

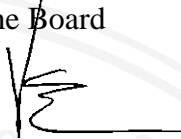
**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #14

February 10, 2015

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

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

**Title:** Acceptance of the 2014 Annual Report of the Science Advisory Committee

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, P.E., Environmental Services Director

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2014 Annual Report of the Science Advisory Committee (Attachment #1).

## **Report and Discussion**

### **Background:**

The Board established the Science Advisory Committee (SAC) on March 28, 1995 (Attachment #2). SAC's Statement of Purpose is as follows: "In order to safeguard natural resources and the public health and safety, the Committee shall evaluate and report findings to the Commission on the scientific evidence and make recommendations concerning policies and programs that pertain to environmental issues in developed and developing areas, and evaluate the need for further data collection and analysis on issues approved by the Board of County Commissioners or the appropriate administrator."

The original establishment of the SAC included seven Board-appointed members, but was later modified to include two City Commission appointed members. The initial meeting of the SAC took place on May 24, 1995. The meetings occur on the first Friday of each month at the Department of Development Support and Environmental Management in the Renaissance Center.

This year-end report satisfies the requirements of the existing bylaws that provide that the SAC present an annual report to the Board on the Committee's actions from the preceding year (Attachment #3).

### **Analysis:**

The SAC is composed of seven Board appointed members and two City Commission appointed members. The following is a list of the current members and their appointer:

- Ed Gardner – appointed by Jane Sauls
- Vincent Salters – appointed by Bryan Desloge
- Bob Newburgh – appointed by Kristin Dozier
- Michael Abazinge – appointed by Bill Proctor
- Scott Hannahs – appointed by Mary Ann Lindley
- Thomas Lewis – appointed by Nick Maddox
- Skip Cook – appointed by John Dailey
- William Landing (Chair) – appointed by the City
- Rich Wieckowicz – appointed by the City

The SAC met eight times during 2014. The minutes for each of these monthly meetings comprise the 2014 SAC Annual Report.

In 2015, it is anticipated that the SAC will be working on the following issues and topics:

- 1) review legislation regarding springs protection;
- 2) review Leon County's Annual Water Quality Report; and
- 3) Monitor the Basin Management Action Plan process for the Upper Wakulla River.

**Options:**

1. Accept the 2014 Annual Report of the Science Advisory Committee (Attachment #1).
2. Do not accept the 2014 Annual Report of the Science Advisory Committee.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. SAC Annual Report
2. March 28, 1995 Agenda Request to Establish the SAC
3. SAC By-laws

VSL/AR/DRM/JK

## **2014 Annual Report of the Science Advisory Committee**

### **January**

Bill Landing was unanimously voted in as Chairman for the Committee. Vincent Salters was unanimously voted in as Vice-Chairman.

John Kraynak discussed the 2013 SAC Annual Report and welcomed input from the committee. Several corrections to the membership listings were recommended and changed in the report, which was scheduled for the Board's February 11<sup>th</sup> meeting.

During the discussion of the current year's topics, Richard Wieckowicz suggested SAC expand the bylaws to include science literacy for the community. After initial support from committee members, this topic was discussed further and it was recommended that the bylaws remain with no changes.

John Kraynak also discussed the attendance report with the members. After reviewing the attendance report and adhering to the committee bylaws, the committee discussed potentially replacing a couple of members. Article IV-Quorum states, "If any member is absent from two or three consecutive meetings, without cause or without prior approval from the Committee Chairman, the Chairman shall advise the Commissioner who appointed the individual of these absences."

Members discussed the draft springs protection regulations, specific funding, protection of water quality, water flows and regulations of septic & sewer systems.

### **February - No Meeting**

### **March**

John Kraynak discussed the opening of Cascades Park, a Blueprint 2000 project. He gave a description of the amenities offered and a brief summary of the park's history.

Members briefly discussed the City of Tallahassee and Leon County's policies regarding term limits for SAC members.

Potential topics for the year were discussed by committee members. The potential topics consisted of the Florida Springs and Aquifer Protection Act, future ordinances and projects for Leon County's Department of Development Support & Environmental Management, and updates on Lake Munson.

### **April**

John Kraynak conducted a PowerPoint presentation titled "The Effects of Stormwater Holding Ponds on the County's Lakes" for the Committee. The presentation began with a synopsis of the water cycle and the effects of urbanization on the water cycle. John clarified the differences between retention and detention ponds, and discussed water quality and the current regulations on the federal and state level for water quality. The presentation concluded with an outline of the impacts and effects of the stormwater ponds on Lake Jackson.

### **May - No Meeting**



## **June**

Bill Landing began the meeting discussing the “Reasonable Opportunity to be heard at Public Meetings” memorandum. The Florida Legislature adopted Section 286.0114, FS (2013) requiring the public be afforded a reasonable opportunity to be heard during public meetings. Therefore, time will be allotted at the beginning of each meeting for public comment. Although the new policy is in place, public comments throughout the meeting will remain acceptable.

During the public comment period, Jim Stevenson informed the committee about a recent proposal by the Tallahassee Community College Wakulla Environmental Institute (TCCWEI) to acquire 2,000 acres of Wakulla Springs State Park. The proposed use for the land is to build and manage a campground with a swimming area in Cherokee Sink. The sublease would be the first time for a transfer of this kind if it goes through. Mr. Stevenson recommended any person interested in obtaining more information should attend the public meeting on June 17, 2014 at the Woodville Library.

Charley Schwartz, Senior Environmental Engineer at DSEM, briefly discussed the new Education Outreach Center for Stormwater at the Tallahassee Museum. The facility hosts a series on best management practices for stormwater.

Committee members discussed Leon County’s three two-year term limits for committee members and introduced the committees’ newest member, Skip Cook. The committee recording secretary will contact the County’s Agenda Coordinator regarding term limits, and will email the outcome to Bill Landing and John Kraynak.

Johnny Richardson updated the committee on his annual water quality report. The report is currently incomplete due to miscalculated data obtained from a new lab contracted by Leon County. The recoverable data has been retrieved and will be included in the report, with the possible exception of data associated with the new lab in regards to the TMDL process if the nutrient requirements cannot be fulfilled. The data for the impaired water rules requirements will not be fulfilled for 2013.

## **July**

During the public comment period, Johnny Richardson gave a brief update on the water quality report. The 2013 fourth quarter data was finalized and the 2014 first quarter data is currently under review. Ken Espy spoke on behalf of the City of Tallahassee, stating that the errors regarding the City of Tallahassee’s water data were detected early and all questionable data was removed.

Sean McGlynn presented the Basin Management Action Plan (BMAP) and Nitrogen loading for Wakulla Springs. He discussed the Nitrogen Source Inventory and Loading Tool (NSILT) Wakulla Final Report-Draft, December 2013, and a Nitrogen Inventory for the Wakulla Springs BMAP. An updated draft was issued July 2014. This version includes changes in nitrogen values and sinking streams. Due to discrepancies concerning numerical data in the report, committee members will compare the two reports after it has been updated before making any recommendations.

## **August - No meeting**

## **September**

The agenda item “Lake Talquin Total Maximum Daily Load (TMDL)” was postponed; Tom Frick and Greg DeAngelo will be invited to address the committee on October 3, 2014.

Bill Landing recognized Jo'Toria Snelling for her contributions as liaison. Jo'Toria is accepting a promotion within DSEM and will serve as the Compliance Board Coordinator with Permits and Code Services at DSEM.

Bill Landing asked for public comment and also noted the upcoming Water Resources Committee (WRC) meeting September 8, 2014 at 7:00 p.m.

John Kraynak discussed upcoming agenda items and referred to the Lake Iamonia Management Plan and permitting issues and processes for permitting properties at Lake Iamonia. John noted completion of the muck removal restoration. He also informed that in the past, the lake would burn as part of its natural processes. John stated the muck removed was placed on property at Tall Timbers. Scott Hannahs inquired if this affected the trees. John responded that Tall Timbers did not indicate any issues with muck storage, as most of the material oxidizes and has little effect on the vegetation.

Johnny Richardson noted sediment sampling was performed by the Florida Department of Environmental Protection (FDEP) on local lakes. John stated the lake will return to its natural restorative processes and that the WRC was not considering any further plans for the lake. Bill Landing noted when muck is removed from a lake, it effectively resets the clock for at least 20 years.

The members then discussed issues concerning Wakulla Springs and Cherokee Sink, and the phenomenon referred to as “dark water” and how natural changes continue to affect area waterbodies. John Kraynak will e-mail Bob Knight's report to the SAC members.

Johnny Richardson discussed the upcoming Lake Talquin issue, TMDL data and modeling. John Kraynak spoke on the BASF issue, Attapulcus Creek and Little River. Skip Cook asked what levels the National Pollutant Discharge Elimination System (NPDES) permit provided. John informed about the 13,000 acre lake being created by the Tired Creek dam, which has been permitted by the Army Corps.

Mark Tancig inquired to the status of Lake Munson as it is entirely green. Johnny Richardson responded that there is a TMDL on it and that it is a major concern in Leon County. Johnny stated that the next step would be to create a BMAP; the County has the ability to do drawdowns on the lake.

Rich Wieckowicz discussed the Weems Pond construction project. Bob Newburgh stated more funding should be requested with an explanation why it is needed.

John Kraynak discussed urban farms and ongoing efforts from the Office of Sustainability to encourage this practice.

## **October - No Meeting**

## **November**

Chairman Landing called the meeting to order and introduced Ariel Robinson as the new recording secretary for the Committee. Chairman Landing then introduced and welcomed Mr. Doug Gilbert of the FDEP.

Mr. Gilbert provided a PowerPoint presentation, "Lake Talquin TMDL Development." Items of discussion concerning Lake Talquin were TMDL data and modeling, watershed, impairment status, and historical water quality data. During public comment, a question of whether Lake Jackson flowed into Lake Talquin was addressed and it was explained that there was no direct connection.


### **December**

During public comment period, Mr. Ben Fusaro announced he has stepped down from the committee and introduced Mr. Ed Gardner on Commissioner Jane Sauls' behalf. Mr. Ed Gardner, industrial mechanical engineer, environmentalist, Master Gardener, and a volunteer for many activities, will be sworn in at SAC's January 2, 2015 meeting.

An update on Weems Pond was given; it is now approaching the complete status. There were many unfounded complaints as it proceeded from the construction to the operation phase.

Mr. Johnny Richardson provided a detailed PowerPoint presentation entitled "Annual Water Quality Monitoring Program." The report focuses on the water quality sampling for 13 lakes, 27 streams and 2 rivers. The current state of the lakes was discussed between past and present. The PowerPoint has been made available on the Leon County website.

Board of County Commissioners  
Agenda Request

Agenda Item for: March 28, 1995  
Date: March 23, 1995  
TO: Honorable Chairman and Members of the Board  
FROM: Parwez Alam, County Administrator   
Howard Pardue, Director, Growth and Environmental Management  
SUBJECT: Tallahassee-Leon County Area Science Advisory Committee

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Statement of Issue:

Creation of a Science Advisory Committee to review recent scientific research on Lakes in Leon County.

Background:

Pursuant to policies 2.2.6, 2.2.7, and 2.2.11 of the Conservation Element of the Local Comprehensive Plan and citizen concern about the conditions of lakes in Leon County, the Board of County Commissioners established a water quality monitoring program. It was implemented through a contract between the County and FSU. Research is conducted under the direction of Dr. Robert J. Livingston, Professor, Biology Department.

Based on reports produced under the first three years of research, the County and FSU co-hosted a Symposium on Leon's Lakes in December 1994. Media coverage of the research reports, current drinking water and flooding issues, and the Symposium resulted in public and Commission concern about the condition of lakes and groundwater. At the urging of Commissioner Host (Attachment 1), the Commission directed staff to develop an agenda request for the establishment of a Science Advisory Committee charged to review scientific and technical information developed to date and for the Chairman to inquire as to City interest in participation in a Mayor-Chair meeting.

Analysis:

In keeping with Commissioner Host's suggestion, the purpose of the Science Advisory Committee would be to:

1. Review and synthesize scientific findings and conclusions of county sponsored and other published research and determine adequacy and soundness of methods and results from the research.

Agenda Item:

Page 2

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2. Prepare statements of consensus on conclusions, findings, and implications, as appropriate, from this review as to the ecological condition of lakes, groundwater, and environmental resources and on the impact of urbanization on natural features.
3. Recommend directions for future research by county agencies and through the water quality monitoring program.
4. Suggest policy changes, management strategies, and needed programs to better address current environmental problems related to the water quality monitoring program.

Given the scientific nature of the research, a list of likely candidates who have some knowledge of the water quality program and established credentials in the scientific community is included in Attachment 2. Individuals were identified based on their having a Ph.D. degree in a relevant field, having conducted and published creditable research, and currently serving in a scientific capacity. These individuals have not been contacted to determine their interest in participation in such a Committee.

Options:

1. Approve the concept for establishing a seven member committee. Review and, as appropriate, give staff direction on the above stated purposes of the Committee.
2.
  - a. Review names of suggested Committee participants (Attachment 2) and select possible participants. Direct staff to contact participants to determine the possibility of their participation.
  - b. Provide staff additional direction as to names of possible Committee participants.
3. Do not approve the concept of a Science Advisory Committee to review existing research on water quality monitoring in Leon County's lakes.

Recommendation:

Implement Options 1. and 2. a.

PA/HP/HS/sc

- Attachments:
1. February 16, 1995, Memorandum from Commissioner Host
  2. Possible Participants on Science Advisory Committee

## **SCIENCE ADVISORY COMMITTEE BYLAWS**

### **STATEMENT OF PURPOSE**

The Leon County Science Advisory Committee (hereafter referred to as “Science Advisory Committee”), a committee duly established by the Board of County Commissioners, Leon County, Florida in 1995 on the 28<sup>th</sup> day of March, ratifies and adopts the following Revised Science Advisory Committee By-laws on this 8th day of February 2000 with respect to the procedures to be followed and adhered to by discharging its assigned duties and responsibilities.

It shall be the duty of the Science Advisory Committee to carry out the following charge: In order to safeguard natural resources and the public health and safety, the Committee shall evaluate and report findings to the Commission on the scientific evidence and make recommendations concerning policies and programs that pertain to environmental issues in developed and developing areas, and evaluate the need for further data collection and analysis on issues approved by the Board of County Commissioners or the appropriate administrator.

### **ARTICLE I – INTENT**

It is the intent of these By-laws to codify and ratify the rules of procedure and operation of the Science Advisory Committee.

### **ARTICLE II – OFFICES**

The offices of the Science Advisory Committee shall be in the Leon County Courthouse, Tallahassee, Florida.

### **ARTICLE III – MEETINGS**

Section 1. Regular Meetings. The Science Advisory Committee shall hold at least twelve regular meetings each year. Meetings will be held in the Administration Conference Room at the Leon County Courthouse, or other county facility, on such day and at such time as determined by the committee and noticed.

Section 2. Special Meetings. Any member of the Science Advisory Committee may call a meeting or the committee to discuss any issue properly before the committee. Such meeting shall be called by special notice to each member at least seventy-two (72) hours in advance of the meeting.

Section 3. Sunshine. All meetings of the Science Advisory Committee shall be open to the public and shall be noticed as required by law. The committee may alter or modify the scheduled place of any of its regular meetings by directing written notice of such meeting place change to the parties with matters agendaed for such regular meeting at least three (3) days before the scheduled meeting, as well as providing all other notices of change as required by law.

### **ARTICLE IV – QUORUM**

The Science Advisory Committee shall be composed of nine (9) members with seven (7) appointed by the Board of County Commissioners and two (2) appointed by the City Commission. If additional governmental bodies desire to make appointments to the Committee, said appointment shall be of an ex-officio nature. Ex-officio members will not have voting rights, but they may participate in all other

proceedings of the Committee. All appointees to the Science Advisory Committee shall be credentialed scientists. If any member is absent from two of three consecutive committee meetings, without cause or without prior approval from the Committee Chairman, the Chairman shall advise the Commissioner who appointed the individual of these absences.

No acts or recommendations of the Science Advisory Committee shall be made unless a quorum of five (5) members are present.

## **ARTICLE V – OFFICERS**

The Science Advisory Committee shall select one of its appointed members Chairman for a term of one (1) year. The committee shall also select one of its appointed members as Vice Chairman for a term of one (1) year. The Vice-Chairman shall serve as Chairman in the absence of the Chairman. A Past Chairman member shall serve as Chairman in the absence of the Chairman and Vice-Chairman. Selection of Chairman and Vice-Chairman shall be held at the first meeting in October.

## **ARTICLE VI – PASSAGE OF MOTIONS OR MATTERS**

Section 1. Motions or Matters for Regular Business. At a duly assembled meeting of the Science Advisory Committee, no motion or matter pertaining to the regular business of the Committee shall be passed unless a majority of the members in attendance for the motion or matter under consideration, and voting, are recording as voting in favor of the motion or matter. In those cases where a majority vote in favor of a motion or matter is not recorded, the motion or matter shall be recorded as being defeated.

Section 2. Motions or Matters Amending By-laws. These By-laws may be amended at a regular or special meeting of the Science Advisory Committee by affirmative vote of a simple majority of the Committee, subject to approval by the Board of County Commissioners. Such amended By-laws shall be submitted to the Board of County Commissioners for approval within thirty (30) days of such amendment.

## **ARTICLE VII – OTHER RULES OF PROCEDURE**

Except as expressly provided for herein, the Science Advisory Committee shall generally adhere to *Robert's Rules of Order* in conducting its business and meetings. All parties wishing to present scientific data and analysis will be welcome to do so, however, only credentialed individuals shall be permitted to present reports. All who are to make reports to the Committee shall present written comments in advance to permit members adequate time to review their reports. Report presenters shall be asked to make brief oral opening statements of their reports followed by a question and answer period conducted by the Committee during which time ex-officio members may participate. Meetings shall be limited to two hours in length.

## **ARTICLE VIII – STAFF/COMMITTEE INTERACTION**

County staff may seek the advice and input of the Science Advisory Committee on staff work program issues if such action has been approved by the appropriate administrator.

## **ARTICLE IX – COMMITTEE/STAFF INTERACTION**

The Committee may make requests of staff for information, briefing, reports, and the like on approved issues, except that major staff time or resource commitments must receive prior approval from the appropriate administrator or the Board.

#### **ARTICLE X – SCIENTIFIC ENDINGS AND POLICY CONCLUSIONS**

The Science Advisory Committee shall conduct a scientific review of matters brought before it for discussion. The Committee shall make an assessment of the scientific theory, methods, data, and conclusions involved with the literature associated with the issue brought before it and produce a report on its findings. This report shall summarize the conclusions of the SAC on the topic in question, and give recommendations to the Board of the Administration. The Board of County Administrator may forward such reports to the appropriate entity for the development of policies that take the scientific findings into account.

#### **ARTICLE XI – MINUTES**

The Science Advisory Committee shall appoint a secretary (who may or may not be a member of the Committee) to take minutes of each regular and special meeting of the Committee. The minutes thus prepared become the official minutes of the Science Advisory Committee once they have been presented to and approved by a motion by the Committee. All such approved minutes shall be signed by the Chairman and attested to by the secretary or another member of the Committee.

#### **ARTICLE XII – RECORDS**

The records of the Committee shall be subject to the Florida Public Records Laws.

#### **ARTICLE XIII-REPORTING TO THE BOARD OF COUNTY COMMISSIONERS**

The Chairman of the Science Advisory Committee or his/her designee shall provide an annual report to the Board as to the Committee's action.

#### **ARTICLE XIV – TERMS OF MEMBERS**

Appointed members of the Science Advisory Committee shall serve a term of two years and shall be eligible for Commissioner reappointment as long as they are active, interested and adhere to the articles herein. Beginning upon the adoption of these 2000 revisions, terms shall be staggered with County Commissioner appointments representing commission districts one, three, four and City Commission appointment #1 expiring in 2000 and appointments from County Commissioner representing the two at large districts, districts two, five and City Commissioner appointment #2 expiring in 2001.

Adopted February 8, 2000



**Leon County  
Board of County Commissioners**

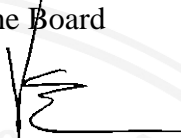
**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #15

February 10, 2015

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

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

**Title:** Acceptance of the 2013-2014 Annual Report of the Code Enforcement Board and the Code Compliance Program

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Department of Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Emma Smith, Permit and Code Services Director Jessica Lowe, Sr. Compliance Specialist Jo'Toria Snelling, Compliance Board Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2013-2014 Annual Report of the Code Enforcement Board and the Code Compliance Program.

## **Report and Discussion**

### **Background:**

The Leon County Code Enforcement Board (CEB) is empowered by Ordinance to enforce Chapter 5, Articles II and III (Building and Housing); Chapter 10, Article VII (Environmental Management Act); Article X (Zoning); and Article XII (Flood Plain); and Chapter 14, Articles I and II (Public Nuisances and Junk). The CEB is supported by contractual legal services and is represented by Counsel Harold Knowles of Knowles and Randolph Law Firm. The Assistant County Attorney serves as legal counsel for the County. The CEB members for the 2013-2014 fiscal year were Chairman Michael Eurich, Vice Chairman Travis Sparkman, and board members Carmen Green, Marcia Sanders, Curtis Whigham, Bonnie Johnson (Charles Cook), and Betsy Henderson. The seven board members volunteer their time, which averages about five hours per month, which is inclusive of their review time (Attachment #1).

The 2013-2014 Annual Report was reviewed and approved by the CEB at their regularly scheduled meeting on January 15, 2015.

### **Analysis:**

In order to serve the citizens of Leon County in a timely and efficient manner, the Department of Development Support and Environmental Management implemented a central complaint process system. The complaints are received through telephone calls, citizen on-line reporting or by walk-in customers, logged and routed to the appropriate Division for investigation within 48 hours. If the complaint call is a health, safety, or serious environmental issue, it is inspected within 24 hours. As a team, the program's goal is to obtain voluntary compliance at the direction of the Board. An official Notice of Violation (NOV) letter is the first notice to an alleged violator; sent through regular mail, certified mail return receipt. The numbers vary on obtaining compliance, and seem low, due to the extensions of time granted to the citizens. The nature of the violation is described within the NOV along with a list of the County codes allegedly violated. A description of what was found on-site (inoperable vehicles, debris, garbage, etc.), the necessary action to remedy the situation and a time frame to obtain compliance is also included in the NOV. This process usually takes 30 to 45 days, and each complaint warrants an average of three inspections.

Attached is a comparison table for FY 12/13 and 13/14, and the statistics for the four quarters of FY13/14 (Attachment #2). There was a 1% increase in the total number of complaints received during FY 13/14 as compared to FY 12/13. It appears that this increase is due to the successful marketing strategies to make citizens more aware of Leon County's code enforcement process. In conjunction with the Citizen Connect Service Request System, which enables citizens to file complaints via the internet, the Code Compliance Program website allows citizens to review the complaint process on-line and download a complaint form to mail in. Citizens utilize the County's Code Compliance Program regularly to assure that their neighborhoods are kept in compliance.

To expand public education and awareness, Code Compliance staff has created a flier that is provided to Homeowners' and Neighborhood Associations in the unincorporated portions of Leon County (Attachment #3). The flier explains that staff is available to speak at association meetings about code enforcement in their neighborhoods.

On October 29, 2013, the Board approved the Refueling Assistance for Persons with Disabilities Ordinance with an effective date within 90 days, which gave the gas station owners time to comply with the Ordinance. As of this date, there have been no inquiries or complaints regarding the implementation of the Refueling Assistance for Persons with Disabilities Ordinance. Staff will continue to monitor the staffing impacts associated with the enforcement of this Ordinance.

On March 12, 2013, the Board approved the Abandoned Property Registration (APR) Ordinance to require that properties under a notice of default and the subject of foreclosure action or proceeding, must be registered with Leon County. The Ordinance became effective on March 12, 2013, with an enforcement date of July 12, 2013. This Ordinance was subsequently amended effective December 10, 2013. The regulations established by this new Ordinance are applicable within unincorporated Leon County. To date, staff has received 796 registrations for distressed or abandoned property and collected \$119,400 in registration fees. These funds will be a revenue source to offset the cost of operating the Code Compliance Program.

On July 22, 2008, the Board approved an Open-Pit Mining Ordinance that requires all open-pit mining operations and/or construction and demolition debris disposal facilities that have not been reclaimed be secured by a four-foot high fence with a locked gate. During this fiscal year, there were no cases brought before the Code Enforcement Board for failing to comply with these regulations.

On April 25, 2006, the Board held a workshop to provide an overview of the County's current Code Enforcement Program, presented related issues, and outlined recommendations for program enhancements. The Board also reiterated their goal of voluntary compliance. On May 9, 2006, the Board ratified the workshop and the County's Code Enforcement Program has been maintained at its current level of functioning to achieve voluntary compliance.

At the June 14, 2005 meeting, the Board approved the Procedures and Criteria List to remove old outstanding liens on Code Enforcement Board cases. During this fiscal year, five cases met the eligibility requirements for the reduction of fines.

On September 21, 2004, the Board approved a Filthy Fluid Ordinance that prohibits the drainage of fluids on County streets and/or the property of others. Since that time, staff has received 21 filthy fluid complaints that have been inspected and resolved.

Since the Board approved the Lot Mowing Ordinance on May 11, 2004, staff has received 1,750 complaints regarding overgrown grass in the unincorporated area. Of the 1,750 complaints, 665 were determined invalid. During this fiscal year, staff performed 176 site inspections on all the overgrown grass complaints to determine the validity of each complaint. These inspections are performed within 48 hours upon receipt of the complaint. Of the 176 complaints, 47 were deemed invalid, due to the growth not exceeding 18 inches in height. As of this date, staff has closed 77 complaints and the properties have been brought into compliance. Currently, there are 43 open complaint cases pending compliance by the property owners, and nine cases have been referred to the Code Enforcement Board for resolution.

**Code Enforcement Board (CEB) Caseload Analysis:**

If the owner or violator fails to correct a violation within the time specified in the initial notice, if the violation is a repeat violation, or if the violation is a threat to public health, safety, or welfare or is irreparable/irreversible, the inspector will notify the Code Enforcement Board and request a hearing. A total of 90 new cases and 9 fine reconsideration cases were brought before the CEB during this fiscal year:

New Cases	90
Continued Cases	3
Request for Amendment to the Board's Order	0
Request for Extension of Time to Comply	6
Fine Reconsideration	9
Foreclosure Considerations	<u>12</u>
<b>Total</b>	<b>120</b>

Of the 90 new cases, 84 were heard by the CEB and found in violation. Of the 84 cases found in violation, 26 failed to come into compliance and an Order Imposing Fine and Notice of Lien was filed with the Leon County Clerk of the Courts, and 41 have been found in compliance. The compliance deadlines for the remaining 17 cases had not passed at the end of the 2013-2014 fiscal year.

The following is a breakdown of the CEB cases that were found in violation:

Environmental Management	1
Junk	46
Building	13
Minimum Housing	4
Electrical Code	0
Zoning	1
Mowing	<u>19</u>
<b>Total</b>	<b>84</b>

**Revenue Analysis:**

The amount of fines collected during FY 13/14 was \$4,540 (Attachment #4). The Board heard nine requests for reconsideration of accrued fines. Attached is a list of fines addressed for reduction during this fiscal year (Attachment #5). A status report of all outstanding fines during FY13/14 is also attached (Attachment #6), as well as a comparison chart of the CEB's activities for the past several years (Attachment #7).

Staff continues to send periodic follow-up letters to property owners in attempts to address the outstanding fines. Once a lien has been placed on homestead and non-homestead property, the property owner is unable to sell the property until the lien has been satisfied. Staff has benchmarked like-sized counties in an attempt to identify additional methods to collect outstanding liens and fines. Some methods identified have ranged from the use of collection agencies to the development of amnesty programs. Staff will continue to review options that are best suited for Leon County.

**Foreclosure Analysis:**

On November 18, 1997, the Board provided direction to the CEB concerning outstanding fines and liens. The Board directed that the following be considered:

- (1) when the property can be used for a County purpose; or
- (2) when the amount of the lien is equal to or greater than the Property Appraiser's assessment of the property; or
- (3) when the property is not in compliance and there is a threat to public health, safety, or welfare, the CEB could authorize the County Attorney's Office to file suit to foreclose on unpaid liens.

There were nine cases brought to the CEB this year for consideration to proceed with foreclosure on non-homestead properties that were not in compliance and had outstanding fines. Eight were sent to the County Attorney's Office to begin foreclosure proceedings; the remaining one was resolved. At the end of FY13/14, these fines totaled \$326,035. According to F.S. Chapter 162.09(3), an imposed fine will continue to accrue until the violator comes into compliance or until judgment is rendered in a suit, whichever occurs first (Attachment #8).

**Summary:**

The Leon County Code Enforcement Board is a quasi-judicial Board that has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. During FY 13/14, no orders of the CEB were appealed to the Circuit Courts of Leon County. Staff continues to work diligently in processing requests for public hearings in a timely and efficient manner.

**Options:**

1. Accept the 2013-2014 Annual Report of the Code Enforcement Board and the Code Compliance Program.
2. Do not accept the 2013-2014 Annual Report of the Code Enforcement Board and the Code Compliance Program.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Attendance Record for Fiscal Year 2013-2014
2. Code Compliance Program Workload Comparison Table
3. Code Compliance Program Public Awareness Flier
4. Fines Paid in Fiscal Year 2013-2014
5. Fines Addressed in Fiscal Year 2013-2014
6. Status Report on Outstanding Fines
7. Comparison Chart of Code Enforcement Board Activity
8. Cases Referred for Foreclosure on Non-Homestead Properties

VSL/TP/DM/EDS/JL/JS

**Leon County Code Enforcement Board  
Attendance Record for FY 2013-2014**

<b>Board Member</b>	<b>Appointed by</b>	<b>Term Expires</b>	<b>Percent of Attendance</b>
Marcia Sanders*	Commissioner Proctor	08/31/2015	70%
Michael Eurich	Commissioner Dozier	08/31/2015	100%
Curtis Whigham*	Commissioner Dailey	08/31/2015	90%
Travis Sparkman*	Commissioner Sauls	08/31/2017	90%
Betsy Henderson*	Commissioner Desloge	08/31/2015	70%
Bonnie Johnson**	Commissioner Lindley	08/31/2014	50%
Charles Cook***	Commissioner Lindley	08/31/2017	10%
Carmen Green *	Commissioner Maddox	08/31/2017	80%

There were ten (10) meetings for the Fiscal Year 2013-2014.

\* Excused Absences

\*\* Term expired August 31, 2014

\*\*\*Filled Bonnie Johnson's expired term



**Code Compliance Program  
Workload Comparison Table for Fiscal Year 12-13 and 13-14**

	13/14 1st Qtr.	13/14 2nd Qtr.	13/14 3rd Qtr.	13/14 4th Qtr.	13/14 Year End Figures	13/14 Yr. End % of Total	12/13 Year End Figures	12/13 Yr. End % of Total
<b>Building</b>	58 Bldg w/o 24 Min. H. 12 Unsafe 22	34 Bldg w/o 20 Min. H. 7 Unsafe 7	49 Bldg w/o 17 Min. H. 15 Unsafe 17	49 Bldg w/o 11 Min. H. 15 Unsafe 23	190	10%	166	10%
<b>Junk &amp; Litter</b>	155	91	99	98	443	24%	245	15%
<b>Junk Vehicles</b>	116	26	25	48	215	12%	125	8%
<b>Environmental</b>	55	56	50	35	196	11%	169	10%
<b>Filthy Fluids</b>	0	2	1	2	5	0%	1	0%
<b>Development Services</b>	11 Home 3 Zoning 8 Signs 0	16 Home 5 Zoning 11 Signs 0	16 Home 7 Zoning 9 Signs 0	8 Home 4 Zoning 4 Signs 0	51	3%	64	4%
<b>Lot Mowing</b>	65	3	40	65	173	9%	150	9%
<b>Right-of-Way</b>	5	6	3	7	21	1%	20	1%
<b>Abandoned Prop.*</b>	0	0	0	0	0	0%	25	2%
<b>Refueling Assistance</b>	0	0	0	0	0	0%	0	0%
<b>Invalid **</b>	41	66	47	47	201	11%	253	16%
<b>Referrals</b>	98	48	82	112	340	19%	409	25%
<b>TOTAL</b>	604	348	412	471	1835	100%	1627	100%
<b>Telephone Calls</b>	1144	792	963	967	3866		3652	
<b>NOV &amp; F/U (Closed) Compliance</b>	226	168	136	147	677	52%	411	43%
<b>TOTAL ACTIVITY</b>	1974	1308	1511	1585	6378		5690	

\* BCC approved Abandoned Property Registration (APR) Ordinance on 3/12/13 – Amended Ordinance 12/10/13. -- Number of Notice of Violations for failure to register the property.

\*\* Invalid calls refer to complaints that are received and not considered County code violations

NOTE: Received several neighborhood complaints during the First Quarter, which increased the # of junk and litter/vehicle complaints.

**NEIGHBORHOOD  
PUBLIC AWARENESS PROGRAM**

LEON COUNTY WOULD LIKE TO HELP YOU HELP US MAKE  
YOUR NEIGHBORHOOD A BETTER PLACE TO LIVE!!!!

The Development Support and Environmental Management staff would like to come to your association meeting to talk about the Leon County Codes that make a difference in your neighborhood. Through public education and awareness, we can work together to make your neighborhood shine! We will discuss the **JUNK, BUILDING, ZONING, ENVIRONMENTAL and MOWING** issues that you feel most pertain to you and your neighbors.

We will answer these questions and more:

- WHAT IS CONSIDERED JUNK? WHAT IS CONSIDERED A JUNK VEHICLE?**
- WHEN DOES SOMEBODY NEED TO GET A BUILDING PERMIT?**
- CAN SOMEBODY LIVE IN A TRAVEL TRAILER?**
- WHAT CAN BE DONE ABOUT UNSAFE BUILDINGS?**
- WHAT BUSINESSES ARE CONSIDERED HOME OCCUPATIONS?**
- HOW MANY DWELLINGS ARE ALLOWED ON ONE PARCEL?**
- DO I NEED A PERMIT TO CUT A TREE DOWN ON MY PROPERTY?**
- WHAT CAN BE DONE ABOUT THESE ISSUES?**

**If you are interested in having a County staff member speak at your meeting, please complete this form and return to the following address:**

Leon County Department of Development Support and Environmental Management  
Neighborhood Public Awareness Program  
435 N. Macomb Street, 2<sup>nd</sup> Floor  
Tallahassee, Florida 32301

**Association Name and Location of Meeting Place:** \_\_\_\_\_

**Association President (Contact Person)** \_\_\_\_\_

**Daytime Phone Number** \_\_\_\_\_

**Date of Meeting in which staff is invited** \_\_\_\_\_

**CIRCLE THE TOPICS YOU WOULD LIKE COUNTY STAFF TO DISCUSS:**

**JUNK      BUILDING      ZONING      ENVIRONMENTAL      MOWING**

**If you have any questions, please contact the Code Compliance Program at 606-1300.**

*We look forward to hearing from you, and we thank you for another opportunity to serve you!*





## STATUS OF OUTSTANDING CEB FINES FOR FY 2013/2014

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
03/05/2001	01-005	Bobby J. Chambliss	02/15/2001	Board heard case			\$39,615.00
	LEC000696	(Non-Homestead)	04/19/2001	Notice of Lien filed			
<b>District 3</b>		<b>5026 Box Wood Court</b>	06/07/2002	Filed Order Imposing Fine			
		<b>Junk Code</b>	<b>10/18/2006</b>	<b>In Compliance - Fine unpaid</b>			
			<b>10/21/2006</b>	Board approved sending case to CAO to begin process to foreclose.			
09/26/2001	01-029	Ronald Pontones	09/20/2001	Board heard case	\$870.00		
	LEC010341	(Homestead)	12/12/2001	Notice of Lien filed			
<b>District 2</b>		<b>9406 Barwick Drive</b>	<b>12/20/2001</b>	<b>In Compliance. Fine unpaid.</b>			
		<b>Junk Code</b>	07/03/2002	Filed Order Imposing Fine			
			07/19/2007	Amnesty Notification packet mailed.			
03/05/2002	02-002	Ulysses Smith	02/21/2002	Board heard case			\$159,735.00
	LEC000697	(Non-Homestead)	04/25/2002	Filed Order Imposing Fine and Notice of Lien			
<b>District 3</b>		<b>280 Louis John Lane</b>	10/04/2005	Staff inspected property - Not In Compliance			
		<b>Junk Code</b>	<b>05/18/2006</b>	Board approved sending case to CAO to begin process to foreclose			
			08/04/2014	Staff inspected property - <b>Not In Compliance</b>			
03/05/2002	02-003	Ulysses Smith	02/21/2002	Board heard case			\$1,132,750.00
	LEC010122	(Non-Homestead)	06/07/2002	Filed Order Imposing Fine and Notice of Lien			
<b>District 3</b>		<b>280 Louis John Lane</b>	10/04/2005	Staff inspected property - <b>Not In Compliance</b>			
		<b>Building Code</b>	<b>05/18/2006</b>	Board approved sending case to CAO to begin process to foreclose			
09/18/2003	03-023	Michael A & Maureen Crew	09/18/2003	Board heard case		\$44,445.00	
	LEC020535	(Non-Homestead)	10/31/2003	Staff inspected property - Not In Compliance			
<b>District 2</b>		<b>7485 Southern Country Ln</b>	11/12/2003	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>04/20/2007</b>	<b>In Compliance. Fine unpaid</b>			
			07/19/2007	Amnesty Notification packet mailed.			
			09/19/2007	Amnesty application received.			
			10/10/2007	Amnesty Program Panel reviewed application. Fine will be reduced to \$1000.00 to be paid w/in 30 days or fine will revert to the original amount of \$44,445.00.			
			11/11/2007	Reduced fine amount not paid. Fine reverts to original amount.			
			04/03/2012	Staff inspected property - Not In Compliance			
			08/27/2014	Staff inspected property - <b>Not In Compliance</b>			
			09/18/2014	Tax Deed reflects change in Homestead status			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
	LEC030558	(Non-Homestead)	06/11/2004	Staff inspected property - Not In Compliance			
<b>District 1</b>		<b>4742 Orchid Drive</b>	07/08/2004	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	04/20/2007	Staff inspected property - <b>Not In Compliance</b>			
			<b>06/21/2007</b>	Board approved sending case to CAO to begin process to foreclose			
07/15/2004	04-009	Anita H. Kirkland	07/15/2004	Board heard case	\$128,025.00		
	LEC020647	(Homestead)	07/29/2004	Filed CEB Order.			
<b>District 2</b>		<b>1307 Southern Drive</b>	10/08/2004	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	04/20/2007	Staff inspected property - Not In Compliance			
			07/19/2007	Amnesty Notification packet mailed.			
			06/05/2009	Staff inspected property - Not In Compliance			
			08/04/2014	Staff inspected property - <b>Not In Compliance</b>			
06/03/2005	05-005	Roger Malebranche	05/19/2005	Board heard case	\$3,915.00		
	LEC030734	(Homestead)	06/03/2005	Filed CEB Order.			
<b>District 2</b>		<b>1347 Yons Place</b>	09/23/2005	Staff inspected property - Not In Compliance			
		<b>Junk Code</b>	10/20/2005	Filed Order Imposing Fine and Notice of Lien			
			<b>11/21/2005</b>	<b>In Compliance. Fine unpaid</b>			
			03/15/2007	Board reduced fine to \$250.00 to be paid within 6 months (September 15, 2007). Fine will revert to original amount (\$3915.00) if not paid by the deadline date.			
			09/17/2007	Reduced fine amount was not paid. Fine reverted to original amount.			
			09/18/2007	Amnesty Notification packet mailed.			
			02/03/2011	Staff inspected property - <b>Not In Compliance</b>			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/11/2005	05-006	Damon Peters	07/21/2005	Board heard case		\$11,250.00	
	LEC050255	<b>(Non-Homestead)</b>	08/11/2005	Filed CEB Order and mailed to Respondent and attorney Thompkins White.			
<b>District 1</b>		<b>1905 Rhodes Cemetery Rd</b>	11/10/2005	Filed Order Imposing Fine and Notice of Lien			
		<b>Building/Junk Codes</b>	05/18/2006	CEB declared property a public nuisance, 60 days to bring property into compliance.			
			08/22/2006	BOCC approved abatement of property			
			<b>09/13/2006</b>	<b>In Compliance. Fine unpaid</b>			
		<b>Abatement</b>	09/21/2006	Notice- Collection of County Abatement Cost			
			07/19/2007	Amnesty Notification packet mailed.			
			08/12/2014	Staff inspected property. <b>In Compliance</b>			
			09/18/2014	Property met 5 yr criteria. Board reduced fine amount to \$0. Abatement amount of \$11,250 not reduced.			
06/03/2005	05-007	Bobby Lord	05/19/2005	Board heard case		\$11,250.00	
	LEC050256	<b>(Non-Homestead)</b>	06/03/2005	Filed CEB Order.			
<b>District 1</b>		<b>1905 Rhodes Cemetery Rd</b>	11/10/2005	Filed Order Imposing Fine and Notice of Lien			
		<b>Building/Junk Code</b>	05/18/2006	CEB declared property a public nuisance, 60 days			
			08/22/2006	BOCC approved abatement of property			
		<b>Abatement</b>	<b>09/13/2006</b>	<b>In Compliance. Fine unpaid</b>			
			09/21/2006	Notice-Collection of County Abatement Cost			
			08/12/2014	Staff inspected property. <b>In Compliance</b>			
			09/18/2014	Property met 5 yr criteria. Board reduced fine amount to \$0. Abatement amount of \$11,250 not reduced.			
09/01/2005	05-014	Matthew B. Williams	09/01/2005	Board heard case	\$115,110.00		
	LEC040728	<b>(Homestead)</b>	10/21/2005	Filed Order Imposing Fine and Notice of Lien			
<b>District 2</b>		<b>1984 Register Road</b>	10/16/2006	Staff inspected property - Not In Compliance			
		<b>Junk Code</b>	06/15/2007	Staff inspected property - Not In Compliance			
			07/19/2007	Amnesty Notification packet mailed.			
			08/31/2007	Received Amnesty Program application.			
			09/12/2007	Amnesty Program Panel approved application. Fine will be reduced to \$1000.00 if property is brought into compliance within 30 days.			
			10/22/2007	Amnesty follow up inspection performed. <b>Not in Compliance.</b>			
			12/05/2008	Staff inspected property - Not In Compliance			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
			09/05/2014	Staff inspected property - Not In Compliance			
			07/16/2014	Staff inspected property - <b>Not In Compliance</b>			
09/26/2005	05-016	Kalheinz Bartell <b>New Owner</b>	09/15/2005	Board heard case	\$114,200.00		
	LEC040199	<b>(Non-Homestead)</b>	12/30/2005	Filed Order Imposing Fine and Notice of Lien			
<b>District 2</b>		<b>3500 Friday Street</b>	04/20/2007	Staff inspected property - <b>Not In Compliance</b>			
		<b>Junk Code</b>	07/19/2007	Amnesty Notification packet mailed.			
			06/22/2009	Staff inspected property -Not In Compliance			
			08/21/2014	Staff inspected property - <b>Not In Compliance</b>			
			09/19/2014	Search of Public Records shows new owner as of 8/23/13. Tax deed reflects change in Homestead status			
08/07/2006	06-020	Lamar & Monica E.R. Dukes	07/20/2006	Board heard case			\$2,480.00
	LEC050147	<b>(Non-Homestead)</b>	09/08/2006	Staff inspected property - Not In Compliance			
<b>District 1</b>		<b>2433 Windy Pine Way</b>	10/17/2006	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>11/17/2006</b>	<b>In Compliance. Fine unpaid</b>			
			07/19/2007	Amnesty Notification packet mailed.			
			06/28/2012	Staff inspected property -Not In Compliance			
			07/16/2012	Board directed staff to send the 1st Notice of possible foreclosure actions.			
			<b>09/20/2012</b>	Board directed staff to refer case to CAO to begin foreclosure proceeding			
			08/04/2014	Staff inspected property - <b>Not In Compliance</b>			
11/30/2006	06-050	James R. Woodruff, Jr.	11/16/2006	Board heard case	\$2,445.00		
	LEC050835	<b>(Homestead)</b>	01/05/2007	Staff inspected property - Not In Compliance			
<b>District 2</b>		<b>7567 Maige Lane</b>	01/19/2007	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>03/19/2007</b>	<b>In Compliance. Fine unpaid</b>			
			08/27/2014	Staff inspected property - <b>Not In Compliance</b>			
11/30/2006	06-057	Karl Wayne Morgan	11/16/2007	Board heard case.			\$96,000.00
	LEC050502	<b>(Non-Homestead)</b>	04/20/2007	Staff inspected property -Not In Compliance			
<b>District 1</b>		<b>2997 Lilly Road</b>	05/01/2007	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	08/20/2007	New owner letter mailed.			
			11/15/2007	Board directed staff to send Notice of possible foreclosure action.			
			<b>01/17/2008</b>	Board directed staff to send case to the CAO to begin foreclosure proceedings.			
			09/26/2012	Staff inspected property - <b>Not In Compliance</b>			



ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
01/25/2007	06-059	Gordon L. Smith & Amy L. Dillow	01/18/2007	Board heard case	\$25,475.00		
	LEC050754	(Homestead)	03/19/2007	Staff inspected property - Not In Compliance			
<b>District 2</b>		<b>8483 E. Belk Drive</b>	04/24/2007	Filed Order Imposing Fine and Notice of Lien			
			<b>02/27/2009</b>	<b>In Compliance. Fine unpaid</b>			
			08/27/2014	Staff inspected property - <b>Not In Compliance</b>			
05/01/2007	07-020	Ronald Pontones	04/19/2007	Board heard case.	\$93,830.00		
	LEC060460	(Homestead)	06/08/2007	Staff inspected property - Not In Compliance			
<b>District 2</b>		<b>9406 Barwick Drive</b>	05/18/2007	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not In Compliance			
			09/05/2012	Staff inspected property - Not In Compliance			
			08/12/2014	Staff inspected property - <b>Not In Compliance</b>			
05/01/2007	07-052	Douglas & A.L. Renken	04/19/2007	Board heard case	\$10,500.00		
	LEC070217	(Homestead)	<b>04/27/2007</b>	<b>In Compliance. Fine unpaid</b>			
<b>District 4</b>		<b>6601 Tim Tam Trail</b>	05/18/2007	Filed Order Imposing Fine and Notice of Lien			
07/06/2007	07-060	Jesse L. & Beverly Y. Metz	06/21/2007	Board heard case.		\$26,140.00	
	LEC070129	(Homestead)	08/08/2007	Staff inspected property - Not in Compliance.			
<b>District 1</b>		<b>8224 Pin Oak Road</b>	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			<b>09/01/2009</b>	<b>In Compliance. Fine unpaid</b>			
			08/04/2014	Staff inspected property - <b>Not in Compliance.</b>			
06/01/2007	07-063	Felicia Riley	05/17/2007	Board heard case.	\$92,815.00		
	LEC060218	(Homestead)	07/13/2007	Staff inspected property - Not in Compliance.			
<b>District 1</b>		<b>4457 Lost Pine Drive</b>	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not in Compliance.			
			03/17/2010	Staff inspected property - Not in Compliance.			
			09/12/2014	Staff inspected property - <b>Not in Compliance.</b>			
05/31/2007	07-072	Joshua Kelley (New Owner)	05/17/2007	Board heard case			\$92,815.00
	LEC060348	(Non-Homestead)	07/13/2007	Staff inspected property - Not in Compliance.			
<b>District 2</b>		<b>1100 (1104) Cottonwood Ln</b>	07/20/2007	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	04/17/2008	Board directed staff to send 1st Notice of possible			
			03/10/2009	Property appraisers database shows a new owner as of February 2009			
			03/16/2009	New owner information mailed.			
			06/05/2009	Staff inspected property - Not in Compliance.			
			07/16/2009	Board directed staff to send 1st Notice of possible foreclosure.			
			<b>01/21/2010</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			09/05/2012	Staff inspected property - <b>Not in Compliance.</b>			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
07/03/2007	07-083	Terrance & C.D. Booth	06/21/2007	Board heard case	\$28,765.00		
	LEC060485	(Homestead)	08/08/2007	Staff inspected property - Not in Compliance.			
<b>District 3</b>		<b>1925 Talpeco Road</b>	08/17/2007	Filed Order Imposing Fine and Notice of Lien			
			06/16/2009	Staff inspected property - Not in Compliance.			
			09/01/2009	Staff inspected property - Not in Compliance.			
			<b>10/30/2009</b>	<b>In Compliance. Fine unpaid</b>			
07/30/2007	07-088	Lewis P. Powell, Sr. & A.J. Powell	07/19/2007	Board heard case	\$3,670.00		
	LEC060496	(Homestead)	09/05/2007	Staff inspected property - Not In Compliance.			
<b>District 3</b>		<b>4445 Blue Bill Pass</b>	09/07/2007	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>01/10/2008</b>	<b>In Compliance. Fine unpaid</b>			
			03/25/2009	Staff received request for reduction of fine			
			04/16/2009	Board reduced fine to \$250.00 to be paid within 3 months or fine will revert to original amount of \$3,670.00			
			10/01/2009	Reduced fine amount not paid. Fine reverts to original amount			
			08/27/2014	Staff inspected property - <b>Not In Compliance.</b>			
07/30/2007	07-091	Robert B. Pompey, Jr.	07/19/2007	Board heard case	\$89,630.00		
	LEC070101	(Homestead)	10/10/2007	Staff inspected property - Not In Compliance.			
<b>District 1</b>		<b>4601 Shelfer Road</b>	10/15/2007	Filed Notice of Lien			
			06/05/2009	Staff inspected property - Not In Compliance.			
			03/17/2010	Staff inspected property - Not In Compliance.			
			08/21/2012	Staff inspected property - Not In Compliance.			
			08/04/2014	Staff inspected property - <b>Not In Compliance.</b>			
07/30/2007	07-093	Ensley Lee Marks, Sr.	07/19/2007	Board heard case.	\$647,250.00		
	LEC060603	(Homestead)	08/31/2007	Owner has not received req'd permit. <b>Not In Compliance.</b>			
<b>District 2</b>		<b>10715 Tebo Trail</b>	09/10/2007	Filed Order Imposing Fine and Notice of Lien			
09/27/2007	07-115	Elaine Sarkkinen	09/20/2007	Board heard case.			\$88,650.00
	LEC060620	(Non-Homestead)	11/02/2007	Staff inspected property - Not in Compliance.			
<b>District 2</b>		<b>402 Big Richard Road</b>	11/07/2007	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	02/21/2008	Board directed staff to send 1st Notice of possible			
			<b>04/17/2008</b>	Board directed staff to refer to CAO to begin foreclosure proceedings.			
			08/21/2012	Staff inspected property - <b>Not in Compliance.</b>			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/29/2007	07-137	James D. & K.Y. Thomas	11/15/2007	Board heard case	\$86,445.00		
	LEC070109	(Homestead)	01/02/2008	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>5047 Dry Gulch Court</b>	01/04/2007	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not in Compliance			
			09/26/2012	Staff inspected property - <b>Not in Compliance</b>			
01/29/2008	08-007	Frank S. & SL Stephens	01/17/2008	Board heard case	\$591,750.00		
	LEC040454	(Homestead)	04/08/2008	Staff checked PETS, owners have not received req'd approved inspections - <b>Not in Compliance</b>			
<b>District 2</b>		<b>3391 Whippoorwill Drive</b>	04/21/2008	Filed Order Imposing Fine and Notice of Lien			
04/07/2008	08-040	Joshua Kelley (New Owner)	03/20/2008	Board heard case			\$585,000.00
	LEC070320	(Non-Homestead)	05/08/2008	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>1100 Cottonwood Lane</b>	05/16/2008	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	03/10/2009	Property Appraisers database showed new owner as of February 2009			
			03/16/2009	New owner information mailed			
			07/16/2009	Board directed staff to send the first notice of possible foreclosure actions			
			<b>01/21/2010</b>	Board directed staff to send to the CAO to begin foreclosure proceedings			
03/25/2009	08-053	Edward C. Medlin, Jr.	03/19/2009	Board heard case	\$68,490.00		
	LEC070939	(Homestead)	06/02/2009	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>3392 Whippoorwill Drive</b>	06/22/2009	Filed Order Imposing Fine and Notice of Lien			
			08/01/2012	Staff inspected property - <b>Not in Compliance</b>			
05/01/2008	08-062	H. Wayne Weaver & GF Weaver Trust	04/17/2008	Board heard case	\$571,000.00		
	LEC070502	(Homestead)	05/29/2008	Permit issued, 30 days to obtain inspections			
<b>District 4</b>		<b>1394 Manor House Drive</b>	06/30/2008	Staff checked PETS, owners have not received req'd approved inspections - <b>Not in Compliance</b>			
		<b>Building Code</b>	07/18/2008	Filed Order Imposing Fine and Notice of Lien			
08/04/2008	08-079	Kern O. Montford	07/17/2008	Board heard case	\$77,730.00		
	LEC071081	(Homestead)	09/05/0008	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>1819 Robinson Road</b>	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
			06/05/2009	Staff inspected property - Not in Compliance			
			01/28/2014	Staff inspected property - <b>Not in Compliance</b>			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/04/2008	08-095	Mary L. Woods	07/17/2008	Board heard case	\$1,745.00		
	LEC070905	<b>(Homestead)</b>	09/05/0008	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>5018 Sarav Way</b>	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>10/20/2008</b>	<b>In Compliance. Fine unpaid</b>			
08/04/2008	08-098	Jaime Nicole Little	07/17/2008	Board heard case			\$547,250.00
	LEC080153	<b>(Non-Homestead)</b>	10/03/2008	Staff checked PETS, has not received req'd permit			
<b>District 2</b>		<b>11000 Bright Star Circle</b>	10/08/2008	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	05/21/2009	Board directed staff to send the first notice of possible foreclosure actions			
			02/18/2010	Board continued Direction to Proceed to 5/20/2010 CEB meeting to give additional time to			
			05/10/2010	Staff inspected property - <b>Not in Compliance</b>			
			05/20/2010	Board continued Direction to Proceed to 7/15/2010 CEB meeting to give additional time to comply			
			<b>07/15/2010</b>	Board directed staff to send CAO to begin foreclosure proceedings			
08/04/2008	08-099	Jaime Nicole Little	07/17/2008	Board heard case			\$152,000.00
	LEC080260	<b>(Non-Homestead)</b>	09/08/0008	Staff checked PETS, has not received req'd permit			
<b>District 2</b>		<b>11000 Bright Star Circle</b>	09/19/2008	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code: Pool</b>	05/21/2009	Board directed staff to send the first notice of possible foreclosure actions			
			02/18/2010	Board continued Direction to Proceed to 5/20/2010 CEB meeting to give additional time to comply			
			<b>05/10/2010</b>	<b>In Compliance. Fine unpaid</b>			
			05/20/2010	Board reduced fine from \$152,000.00 to \$500.00 to be paid within 30 days or reverts to the original fine amount			
			07/01/2010	Reduced fine amount not paid. Fine reverts to original amount.			
			<b>07/15/2010</b>	Board directed staff to send CAO to begin foreclosure proceedings			
12/04/2008	08-129	Salem Construction, Inc.	11/20/2009	Board heard case		\$2,655.00	
	LEC080048	<b>(Non-Homestead)</b>	01/07/2009	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>1213 Wright Road</b>	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>03/23/2009</b>	<b>In Compliance. Fine unpaid</b>			
			07/16/2009	Board directed staff to send the first notice of possible foreclosure actions			

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12/04/2008	08-143	Deertree Hills Inc (New Owner)	11/20/2009	Board heard case			\$70,275.00
	LEC080757	(Non-Homestead)	01/08/2009	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>5667 Caribou Lane</b>	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
			04/15/2010	Board directed staff to send the 1st notice of possible foreclosure			
			<b>08/16/2012</b>	Board directed staff to send CAO to begin foreclosure proceedings			
			09/14/2012	New Deed Recorded			
			<b>07/01/2014</b>	<b>In Compliance. Fine unpaid</b>			
12/04/2008	08-144	Deertree Hills Inc (New Owner)	11/20/2009	Board heard case			\$501,500.00
	LEC080758	(Non-Homestead)	01/08/2009	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>5667 Caribou Lane</b>	01/16/2009	Filed Order Imposing Fine and Notice of Lien			
			04/15/2010	Board directed staff to send the 1st notice of possible foreclosure action			
			<b>08/16/2012</b>	Board directed staff to send CAO to begin foreclosure proceedings			
			09/14/2012	New Deed Recorded			
			<b>07/01/2014</b>	<b>In Compliance. Fine unpaid</b>			
02/04/2009	09-005	Douglas E. & A.L. Renken	01/15/2009	Board heard case	\$229,000.00		
	LEC081156	(Homestead)	02/10/2009	Filed Order Imposing Fine and Notice of Lien			
			<b>03/17/2010</b>	<b>In Compliance. Fine unpaid</b>			
06/04/2009	09-028	Wayne Knight	05/21/2009	Board heard case	\$66,425.00		
	LEC080410	(Homestead)	08/06/2009	Staff inspected property - Not in Compliance			
<b>District 4</b>		<b>2076 Ox Bottom Road</b>	08/06/2009	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	03/17/201	Staff inspected property - Not in Compliance			
			08/21/2012	Staff inspected property - <b>Not in Compliance</b>			
06/04/2009	09-031	Harry Brown c/o Aragon Riley	05/21/2009	Board heard case			\$479,000.00
	LEC080014	(Non-Homestead)	07/07/2009	Staff checked PETS, has not received req'd permit - <b>Not in Compliance</b>			
<b>District 4</b>		<b>4052 Crump Road</b>	07/14/2009	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	11/19/2009	Board directed staff to send the first notice of possible foreclosure actions			
			<b>04/15/2010</b>	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
07/24/2009	09-045	Cory Wonsey (New Owner)	07/16/2009	Board heard case			\$65,375.00
	LEC080128	<b>(Non-Homestead)</b>	09/01/2009	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>1172 Cottonwood Lane</b>	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	03/18/2010	Board directed staff to send the first notice of possible foreclosure actions			
			<b>05/20/2010</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			02/13/2012	Property sold, New Deed Recorded			
			06/08/2012	Property sold, New Deed Recorded			
			09/05/2012	Staff inspected property - <b>Not in Compliance</b>			
07/24/2009	09-046	Ed Michael Jefferson	07/16/2009	Board heard case	\$65,375.00		
	LEC080137	<b>(Homestead)</b>	09/01/2009	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>4056 Buster Lane</b>	09/18/2009	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	09/26/2012	Staff inspected property - <b>Not in Compliance</b>			
07/24/2009	09-058	Michael B. Quinlan	07/16/2009	Board heard case	\$439,500.00		
09/01/2009	LEC080356	<b>(Homestead)</b>	08/20/2009	Board granted 30 day extension of time.			
<b>District 3</b>		<b>2606 Hastings Drive</b>	12/08/2009	2nd request for flood letter for required permit			
		<b>Building Code</b>	03/09/2010	Flood letter not received, permit not issued. Not in Compliance			
			03/15/2010	Filed Order Imposing Fine and Notice of Lien			
			07/13/2010	Permit LB0900871 issued			
			01/18/2010	Checked PETS - no inspections. Not in Compliance			
			05/09/2012	Checked PETS - no inspections. <b>Not in Compliance</b>			
12/08/2009	09-103	Mary J. Williams	11/19/2009	Board heard case			\$432,250.00
	LEC090230	<b>(Non-Homestead)</b>	01/06/2010	Staff checked PETS, has not received req'd permit - <b>Not in Compliance</b>			
<b>District 1</b>		<b>4065 Morgan Road</b>	01/22/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	05/20/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			<b>08/16/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
02/04/2010	10-011	David E. Brumley	01/21/2010	Board heard case		\$58,550.00	
	LEC090239	<b>(Non-Homestead)</b>	03/09/2010	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>5057 Tillie Lane</b>	03/19/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	07/15/2010	Board directed staff to send the 1st notice of possible foreclosure actions			

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02/04/2010	10-012	David E. Brumley	01/21/2010	Board heard case		\$33,000.00	
	LEC090241	<b>(Non-Homestead)</b>	03/12/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
<b>District 2</b>		<b>5057 Tillie Lane</b>	03/19/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	<b>07/14/2010</b>	<b>In Compliance. Fine unpaid</b>			
			07/15/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
04/01/2010	10-027	Angela & JB McCoy	03/18/2010	Board heard case			\$56,590.00
	LEC090816	<b>(Non-Homestead)</b>	05/03/2010	Staff inspected property - Not in Compliance			
<b>District 4</b>		<b>8839 Divine Way</b>	05/06/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			<b>01/20/2011</b>	Board directed staff to CAO to begin foreclosure proceedings			
			09/05/2012	Staff inspected property - <b>Not in Compliance</b>			
02/24/2010	10-034	Life Estate of Connie Springer	02/18/2010	Board heard case		\$150.00	
	LEC090502	<b>(Homestead)</b>	05/26/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
<b>District 3</b>		<b>4237 Gearhart Road</b>	06/03/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			<b>12/22/2010</b>	<b>In Compliance. Fine unpaid</b>			
			04/21/2011	Board reduced fine to \$1000 to be paid with in 6 months or reverts to original amount of \$56,250.00			
			10/21/2011	Reduced fine amount not paid. Fine reverts to original amount.			
			04/19/2012	Board continued Direction to Proceed to July 19, 2012 Board meeting in order to give property owner time to bring the property back into compliance			
			05/09/2012	Staff inspected property - <b>In Compliance</b>			
			07/19/2012	Board reduced fine to \$1000 to be paid with in 6 months or reverts to original amount of \$53,250.00			
			12/27/2012	\$650 payment made			
			05/31/2013	\$200 payment made			

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04/01/2010	10-039	Steve & Donna L. Jenkins	03/18/2010	Board heard case			\$56,590.00
	LEC090705	<b>(Non-Homestead)</b>	05/03/2010	Staff inspected property - Not in Compliance			
<b>District 3</b>		<b>5770 Japonica Court</b>	05/06/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	09/16/2010	Board directed staff to send the 1st notice of possible foreclosure actions			
			<b>01/20/2011</b>	Board directed staff to CAO to begin foreclosure proceedings			
			09/26/2012	Staff inspected property - Not in Compliance			
			08/27/2014	Staff inspected property - <b>Not in Compliance</b>			
06/03/2010	10-052	Margaret E. Raines	05/20/2010	Board heard case	\$5,105.00		
	LEC091070	<b>(Homestead)</b>	07/08/2010	Staff inspected property - Not in Compliance			
<b>District 5</b>		<b>5708 Woodvalley Road</b>	07/26/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>12/10/2010</b>	<b>In Compliance. Fine unpaid</b>			
06/03/2010	10-064	Christopher Johns	05/20/2010	Board heard case	\$232,250.00		
07/26/2010	LEC091019	<b>(Homestead)</b>	07/15/2010	Board heard Request for Extension - Granted permit extension, Sept 15, 2010			
<b>District 2</b>		<b>8373 Ice Hockey Lane</b>	09/20/2010	Permit applied for (LB1001295)			
		<b>Building Code</b>	10/13/2010	Staff checked PETS, has not received req'd inspections - Not in Compliance			
			07/19/2012	Filed Order Imposing Fine and Notice of Lien			
			09/28/2012	LB1200931 issued			
			<b>04/01/2013</b>	<b>In Compliance. Fine unpaid</b>			
08/30/2010	10-079	Patrick O. & Sheryl L. Phillips	08/19/2010	Board heard case	\$365,500.00		
	LEC091164	<b>(Homestead)</b>	10/01/2010	Staff checked PETS, has not received req'd permit - <b>Not in Compliance</b>			
<b>District 3</b>		<b>3807 Rolf Drive</b>	10/22/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>					
09/23/2010	10-089	Richard & Angela Messer	09/16/2010	Board heard case	\$50,430.00		
	LEC100244	<b>(Homestead)</b>	10/28/2010	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>1009 Shady Wood Trail</b>	11/05/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	09/05/2012	Staff inspected property - Not in Compliance			
			08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
09/23/2010	10-090	Richard & Angela Messer	09/16/2010	Board heard case	\$352,250.00		
	LEC100245	<b>(Homestead)</b>	11/29/2010	Staff checked PETS, has not received req'd permit - <b>Not in Compliance</b>			
<b>District 2</b>		<b>1009 Shady Wood Trail</b>	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>					



ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/04/2010	10-099	Sharon Smith	10/21/2010	Board heard case			\$48,960.00
	LEC100291	(Non-Homestead)	12/14/2010	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>462 Long Pine Drive</b>	01/21/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	05/10/2012	Property is now Non-Homestead			
			08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			<b>11/15/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
10/21/2010	10-100	Sharon Smith	10/21/2010	Board heard case			\$349,250.00
	LEC100301	(Non-Homestead)	12/06/2010	Staff checked PETS, has not received req'd permit - Not in Compliance			
<b>District 1</b>		<b>462 Long Pine Drive</b>	12/13/2010	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	05/10/2012	Property is now Non-Homestead			
			08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			<b>11/15/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
03/29/2011	11-008	Asset Data Solutions(New Owner)	03/17/2011	Board heard case			\$43,850.00
	LEC100527	(Non-Homestead)	05/10/2011	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>3529 Robin Road</b>	05/19/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			<b>10/18/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			05/03/2013	New Deed Recorded			
			12/18/2013	Staff inspected property - Not in Compliance			
			03/10/2014	New Deed Recorded			
			07/08/2014	Staff inspected property - <b>Not in Compliance</b>			
08/04/2011	11-028	Owner Redacted	07/21/2011	Board heard case	\$39,440.00		
	LEC100995	(Homestead)	09/08/2011	Staff inspected property - Not in Compliance			
<b>District 3</b>		<b>4103 Mission Road</b>	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	09/26/2012	Staff inspected property - <b>Not in Compliance</b>			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/04/2011	11-029	Life Estate of Geneva Thompson	07/21/2011	Board heard case			\$39,440.00
	LEC100973	<b>(Non-Homestead)</b>	09/08/2011	Staff inspected property - Not in Compliance			
<b>District 3</b>		<b>1015 Gardner Road</b>	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	03/21/2013	Board directed to send 1st notice of possible foreclosure actions			
			<b>07/18/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/12/2014	Staff inspected property - <b>Not in Compliance</b>			
08/04/2011	11-030	Sharon Smith	07/21/2011	Board heard case			\$39,440.00
	LEC100958	<b>(Non-Homestead)</b>	09/08/2011	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>462 Long Pine Drive</b>	09/19/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	05/10/2012	Property is now Non-Homestead			
			08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			<b>11/15/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
08/04/2011	11-031	General Green	08/04/2011	Board heard case		\$625.00	
	LEC100908	<b>(Non-Homestead)</b>	09/02/2011	Required permit not obtained - Not in Compliance			
<b>District 1</b>		<b>1253 Balkin Road</b>	09/29/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	08/16/2012	Board directed staff to send the 1st notice of possible foreclosure			
			<b>10/09/2012</b>	<b>In Compliance. Fine unpaid</b>			
			11/15/2012	Board reduced fine to \$1,250 to be paid within 1 year or fine reverts to original amount of \$101,000.00			
			01/08/2013	Payment made \$625.00			
09/01/2011	11-037	Stephen J. Larko	08/18/2011	Board heard case		\$1,010.00	
	LEC101011	<b>(Non-Homestead)</b>	10/04/2011	Staff inspected property - Not in Compliance			
<b>District 3</b>		<b>4424 Bright Drive</b>	10/27/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>11/03/2011</b>	<b>In Compliance. Fine unpaid</b>			
			09/19/2014	Tax Deed reflects change in Homestead status			
10/03/2011	11-049	Lamar Dukes Estate & Monica E.R. Dukes	09/15/2011	Board heard case			\$37,445.00
	LEC101039	<b>(Non-Homestead)</b>	11/15/2011	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>2433 Windy Pine Way</b>	01/19/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	07/19/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>09/20/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/04/2014	Staff inspected property - <b>Not in Compliance</b>			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
10/03/2011	11-050	Lamar Dukes Estate & Monica E.R. Dukes	09/15/2011	Board heard case			\$267,000.00
	LEC101040	<b>(Non-Homestead)</b>	11/15/2011	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>2433 Windy Pine Way</b>	01/19/2011	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	07/19/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>09/20/2012</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
11/04/2011	11-064	Shane S. Laufman	10/20/2011	Board heard case		\$258,500.00	
	LEC110141	<b>(Non-Homestead)</b>	01/03/2012	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 2</b>		<b>10497 Elgin Lane</b>	01/19/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	09/18/2014	Tax Deed reflects change in Homestead status			
12/02/2011	11-071	Johnathan Manis	11/17/2012	Board heard case		\$700.00	
	LEC110209	<b>(Non-Homestead)</b>	06/07/2012	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 2</b>		<b>7645 Cox Road</b>	06/21/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	10/17/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>10/31/2013</b>	<b>In Compliance. Fine unpaid</b>			
			04/17/2014	Board reduced fine from \$128,500 to \$700 to be paid within 1 year or reverts to original fine			
02/27/2012	12-002	Arrowhead Consolidated Holdings LLC (New Owner)	02/16/2012	Board heard case			\$32,160.00
	LEC110450	<b>(Non-Homestead)</b>	04/03/2012	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>7498 Southern Country Ln</b>	04/30/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>		New Deed Recorded			
			04/18/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>09/19/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/27/2014	Staff inspected property - <b>Not in Compliance</b>			
02/08/2012	12-003	Edward Rodgers & Sandra Trahan	01/19/2012	Board heard case		\$32,825.00	
	LEC110392	<b>(Non-Homestead)</b>	03/22/2012	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>368 Post Oak Drive</b>	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	09/19/2014	Tax Deed reflects change in Homestead status			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
02/08/2012	12-007	Household Finance Corp	01/19/2012	Board heard case			\$32,825.00
	LEC110447	<b>(Non-Homestead)</b>	03/22/2012	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>5017 Sarav Way</b>	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	09/20/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			03/05/2013	Staff inspected property - <b>Not in Compliance</b>			
			<b>03/21/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
02/08/2012	12-008	Christopher M. Shepard	01/19/2012	Board heard case			\$32,825.00
	LEC110333	<b>(Non-Homestead)</b>	03/22/2012	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>3641 WW Kelly Road</b>	04/04/2012	Filed Order Imposing Fine and Notice of Lien			
			09/20/2012	Board directed staff to send the 1st Notice of possible foreclosure			
		<b>Mowing Code</b>	<b>03/21/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
			08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
02/27/2012	12-015	Troy L. & Donna L. Maxon	02/16/2012	Board heard case			\$32,160.00
	LEC110423	<b>(Non-Homestead)</b>	04/03/2012	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>9539 Old Woodville Road</b>	04/30/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	02/21/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>05/16/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
04/04/2012	12-022	Keith Boucher & Richard Boucher	03/15/2012	Board heard case		\$205,250.00	
	LEC110691	<b>(Non-Homestead)</b>	07/02/2012	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 2</b>		<b>20569 Little Bandit Dr</b>	07/19/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	02/21/2012	Board directed staff to send the 1st Notice of possible foreclosure			
06/28/2012	12-028	Loretta Williams	06/21/2012	Board heard case			\$27,855.00
	LEC110891	<b>(Non-Homestead)</b>	08/01/2012	Staff inspected property - <b>Not in Compliance</b>			
<b>District 4</b>		<b>4859 Anhinga Lane</b>	08/16/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	11/15/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>08/15/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
06/28/2012	12-029	Gabe Smith Jr Life Estate	06/21/2012	Board heard case			\$27,855.00
	LEC110892	(Non-Homestead)	08/01/2012	Staff inspected property - <b>Not in Compliance</b>			
<b>District 4</b>		<b>4868 Anhinga Lane</b>	08/16/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	11/15/2012	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>08/15/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
04/30/2012	12-034	Danny Ray & Joyce M. Hutto	04/19/2012	Board heard case			\$174,750.00
	LEC110792	(Non-Homestead)	11/09/2012	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 2</b>		<b>1832 T and T Road</b>	11/28/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	04/18/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>09/19/2013</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
08/08/2012	12-049	Andrew R. & Sarah E. Crumper	07/19/2012	Board heard case		\$26,455.00	
	LEC120025	(Non-Homestead)	09/13/2012	Staff inspected property - <b>Not in Compliance</b>			
		<b>1349 Blockford Court</b>	10/11/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	09/19/2014	Tax Deed reflects change in Homestead status			
08/08/2012	12-050	Andrew R. & Sarah E. Crumper	07/19/2012	Board heard case		\$26,455.00	
	LEC120026	(Non-Homestead)	09/13/2012	Staff inspected property - <b>Not in Compliance</b>			
<b>District 5</b>		<b>1349 Blockford Court</b>	10/11/2012	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	09/18/2014	Tax Deed reflects change in Homestead status			
11/28/2012	12-071	James E. Shaper	11/15/2012	Board heard case			\$22,535.00
	LEC120384	(Non-Homestead)	01/15/2013	Staff inspected property - <b>Not in Compliance</b>			
<b>District 3</b>		<b>5500 Split Oak Court</b>	02/18/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	07/18/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>02/20/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
02/18/2013	13-001	Lillian Inez Miller	01/17/2013	Board heard case		\$168,250.00	
	LEC120772	(Non-Homestead)	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>4011 Buster Road</b>	02/05/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>Repeat Junk Code</b>	02/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
03/05/2013	13-002	Marv L. Woods	02/21/2013	Board heard case	\$210,000.00		
	LEC120400	(Homestead)	03/21/2013	Filed Order Imposing Fine and Notice of Lien			
<b>District 2</b>		<b>5018 Sarav Way</b>					
		<b>Repeat Junk Code</b>					

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02/18/2013	13-007	William Parker, April Thompson, Samuel Thompson	01/17/2013	Board heard case		\$19,665.00	
	LEC120565	(Non-Homestead)	03/19/2013	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>1911 Sika Deer Dr</b>	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>					
03/05/2013	13-016	Evans & Victoria Tettey	02/21/2013	Board heard case	\$19,105.00		
	LEC120237	(Homestead)	04/24/2013	Staff inspected property - Not in Compliance			
<b>District 3</b>		<b>2624 Nez Perce Trail</b>	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
04/10/2013	13-027	Michael & Patricia Whitting	03/21/2013	Board heard case	\$17,845.00		
	LEC120688	(Homestead)	05/21/2013	Staff inspected property - Not in Compliance			
<b>District 4</b>		<b>8508 Bannerman Bluff Dr</b>	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	08/04/2014	Staff inspected property - <b>Not in Compliance</b>			
04/10/2013	13-029	Tallahassee Lassie 2, LLC	03/21/2013	Board heard case			\$9,550.00
	LEC120705	(Non-Homestead)	05/14/2013	Staff inspected property - <b>Not in Compliance</b>			
<b>District 5</b>		<b>8304 Balmoral Drive</b>	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	06/11/2013	New Deed Recorded - Notice sent to new owner			
			<b>02/05/2014</b>	<b>In Compliance. Fine unpaid</b>			
			02/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>07/17/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
04/10/2013	13-031	Juan A Gibson	03/21/2013	Board heard case		\$132,750.00	
	LEC120629	(Non-Homestead)	04/18/2013	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 3</b>		<b>4965 Gearhart Rd</b>	06/10/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Min Housing Code</b>					
06/07/2013	13-040	Isaac Bryant	05/16/2013	Board heard case			\$15,850.00
	LEC130068	(Non-Homestead)	08/07/2013	Staff inspected property - Not in Compliance			
<b>District 2</b>		<b>9745 Snail Street</b>	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	03/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
			09/02/2014	Staff inspected property - <b>Not in Compliance</b>			
			<b>09/18/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
07/31/2013	13-041	Savannah Sanders	07/18/2013	Board heard case			\$99,250.00
	LEC120760	(Non-Homestead)	09/03/2013	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 1</b>		<b>1506 Crown Ridge Rd</b>	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	02/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>07/17/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
06/07/2013	13-044	Alicia A. Howell	05/16/2013	Board heard case			\$15,850.00
	LEC130036	(Non-Homestead)	08/07/2013	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>8486 Colbert Rd</b>	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	11/21/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			03/04/2014	Staff inspected property - <b>Not in Compliance</b>			
			<b>03/20/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
06/07/2013	13-045	Alicia A. Howell	05/16/2013	Board heard case			\$46,500.00
	LEC130035	(Non-Homestead)	08/02/2013	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 1</b>		<b>8486 Colbert Rd</b>	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	11/21/2013	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>01/09/2014</b>	<b>In Compliance. Fine unpaid</b>			
			<b>03/20/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
06/07/2013	13-046	Isaac Bryant	05/16/2013	Board heard case			\$112,750.00
	LEC130066	(Non-Homestead)	08/02/2013	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 2</b>		<b>9745 Snail Street</b>	08/15/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	03/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
			09/02/2014	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
			<b>09/18/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
08/15/2013	13-048	James & Kimberly Prine	07/18/2013	Board heard case - Declared property a public		\$3,075.00	
	LEC130047	<b>(Non-Homestead)</b>	08/15/2013	Board heard case - Amendment			
<b>District 2</b>		<b>9523 Lance Rd</b>	10/08/2013	BOCC approved abatement of property			
		<b>Bldg/Junk/Abatement</b>	10/31/2013	<b>In Compliance. Fine unpaid</b>			
			11/12/2013	Notice-Collection of County Abatement Cost			
			01/17/2014	Filed Order Imposing Fine and Notice of Lien			
07/31/2013	13-053	Petrandis Mortgage & Invest	07/18/2013	Notice-Collection of County Abatement Cost			\$3,750.00
	LEC130058	<b>(Non-Homestead)</b>	09/03/2013	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 3</b>		<b>5055 Crvstal Brook Ln</b>	09/03/2013	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	<b>09/13/2013</b>	<b>In Compliance. Fine unpaid</b>			
			02/20/2014	Board directed staff to send the 1st Notice of possible foreclosure			
			<b>07/17/2014</b>	Board directed staff to send to CAO to begin foreclosure proceedings			
09/03/2013	13-059	Charles & SL Fedrick	08/15/2013	Board heard case		\$12,735.00	
	LEC130099	<b>(Homestead)</b>	01/06/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>4704 Hibiscus Ave</b>	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>					
09/03/2013	13-065	Adventrues Three. LLC	08/15/2013	Board heard case		\$9,375.00	
	LEC130174	<b>(Non-Homestead)</b>	01/06/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>6330 Crawfordville Rd</b>	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
			<b>06/26/2014</b>	<b>In Compliance. Fine unpaid</b>			
		<b>Mowing Code</b>	07/17/2014	Board directed staff to send the 1st Notice of possible foreclosure			
<b>10/03/2013</b>	13-075	James M. Skipper	09/19/2013	Board heard case		\$83,000.00	
	LEC130241	<b>(Non-Homestead)</b>	11/21/2013	Staff checked PETS, Required permit not obtained - <b>Not in Compliance</b>			
<b>District 3</b>		<b>7244 Newfield Drive</b>	05/28/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>	09/02/2014	Staff inspected property - <b>Not in Compliance</b>			
			09/18/2014	Board directed staff to send the 1st Notice of possible foreclosure			
11/06/2013	13-079	Nellie Kilpatrick	10/17/2013	Board heard case		\$10,495.00	
	LEC130375	<b>(Non-Homestead)</b>	01/06/2014	Staff inspected property - Not in Compliance			
<b>District 1</b>		<b>722 Briandav Street</b>	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
			07/17/2014	Board directed staff to send the 1st Notice of possible foreclosure			



ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/06/2013	13-085	Thomas Schmokel	10/17/2013	Board heard case	\$10,495.00		
	LEC130437	(Homestead)	01/06/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>810 Brent Drive</b>	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>					
11/06/2013	13-087	Sabrina Truman	10/17/2013	Board heard case	\$10,495.00		
	LEC130368	(Homestead)	01/06/2014	Staff inspected property - Not in Compliance			
<b>District 3</b>		<b>5195 Water Valley Dr</b>	01/16/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	08/27/2014	Staff inspected property - <b>Not in Compliance</b>			
04/16/2014	14-003	Jacqueline Dumond	03/20/2014	Board heard case	\$80.00		
	LEC130888	(Homestead)	05/20/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 4</b>		<b>7804 Thornhill Lane</b>	05/30/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>	<b>07/22/2014</b>	<b>In Compliance. Fine unpaid</b>			
			09/18/2014	Board reduced fine to \$80.00 to be paid within 30 days or fine will revert to the original amount of \$2200.00			
01/31/2014	14-010	Owner Redacted	01/16/2014	Board heard case	\$7,520.00		
	LEC130509	(Homestead)	03/04/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 3</b>		<b>4103 Mission Road</b>	05/30/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>					
05/30/2014	14-017	US Bank	05/15/2014	Board heard case		\$2,270.00	
	LEC130792	(Non-Homestead)	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>8044 (8042) Baby Farm Rd N</b>	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>					
05/30/2014	14-020	John Eric Neely	05/15/2014	Board heard case		\$2,270.00	
	LEC130731	(Non-Homestead)	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>19532 Ben Talquin Trace</b>	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>	09/22/2014	Tax Deed reflects change in Homestead status			
04/29/2014	14-039	Adam & Darrell Fudge	04/17/2014	Board heard case		\$4,405.00	
	LEC130850	(Non-Homestead)	06/03/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>3028 Baron Lane</b>	09/18/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>					
04/29/2014	14-042	Ronald Singleton	04/17/2014	Board heard case	\$4,405.00		
	LEC130861	(Homestead)	06/03/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>4030 Morgan Road</b>	09/18/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>					

ORDER DATE:	CASE NO.:	OWNER(S) NAME:	STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON-HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
09/17/2014	14-044	Cedrick Frazier	04/29/2014	Board heard case		\$2,305.00	
	LEC130944	(Non-Homestead)	09/16/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 1</b>		<b>4025 Bishop Rd.</b>	09/22/2014	Filed Order Imposing Fine and Notice of Lien.			
		<b>Junk Code</b>					
05/30/2014	14-050	Tina Louise Tongen	05/15/2014	Board heard case		\$2,270.00	
	LEC131093	(Non-Homestead)	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 3</b>		<b>1676 Talpeco Road</b>	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>					
05/30/2014	14-051	Tina Louise Tongen	05/15/2014	Board heard case		\$2,270.00	
	LEC131094	(Non-Homestead)	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 3</b>		<b>1676 Talpeco Road</b>	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Mowing Code</b>					
05/30/2014	14-058	US Bank	05/15/2014	Board heard case		\$2,270.00	
	LEC131106	(Non-Homestead)	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>8044 (8042) Baby Farm Rd N</b>	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Junk Code</b>					
05/30/2014	14-059	US Bank	05/15/2014	Board heard case		\$23,250.00	
	LEC131105	(Non-Homestead)	07/01/2014	Staff inspected property - <b>Not in Compliance</b>			
<b>District 2</b>		<b>8044 (8042) Baby Farm Rd N</b>	07/17/2014	Filed Order Imposing Fine and Notice of Lien			
		<b>Building Code</b>					
09/17/2014	14-062	Emmett L. and Richard L. Owens	07/17/2014	Board heard case		\$940.00	
	LEC130799	(Non-Homestead)	09/16/2014	Staff inspected property- <b>Not in Compliance</b>			
<b>District 5</b>		<b>3628 Chaires Cross Road</b>	09/22/2014	Filed Order Imposing Fine and Notice of Lien.			
		<b>Junk Code</b>					
					\$4,878,880.00	\$1,220,855.00	\$6,199,500.00
		<b>GRAND TOTAL</b>					<b>\$12,299,235.00</b>
Updated 9/30/2014		<b>TOTAL NUMBER OF CEB CASES</b>	<b>111</b>				

COMPARISON OF CODE ENFORCEMENT BOARD ACTIVITY

ACTIVITY	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14
Breakdown of Cases Heard:											
EMA Code	1	3	2	0	1	6	1	6	1	0	1
Junk Code	16	13	31	79	69	63	30	27	31	27	47
Zoning	1	0	1	0	0	9	0	1	0	0	2
Building	3	8	11	15	14	10	27	15	14	12	8
Unsafe Building	1	0	4	10	6	10	11	11	9	18	7
Electrical Code	0	0	0	0	0	0	0	0	0	0	0
Minimum Housing	0	0	0	0	4	0	1	1	0	2	5
Mowing	0	0	0	5	8	2	4	8	6	11	20
Filthy Fluids	0	0	0	0	0	0	0	0	0	0	0
<b>Total Cases Heard by CEB</b>	<b>22</b>	<b>24</b>	<b>49</b>	<b>109</b>	<b>102</b>	<b>93</b>	<b>74</b>	<b>69</b>	<b>61</b>	<b>70</b>	<b>90</b>
Cases Dismissed	0	1	0	0	1	6	4	0	1	0	0
Cases Withdrawn	1	0	0	0	1	0	0	1	0	2	3
In Compliance		0	0	0	0	3	0	0	0	1	0
Staff Reconsideration	0	0	0	2	0	0	2	0	0	1	3
Change of Ownership	1	0	0	0	0	0	0	0	0	0	0
Deadline not Expired	0	6	11	10	0	3	13	6	4	9	17
Cases Found in Compliance by CEB deadline	8	9	20	57	54	42	36	21	32	35	42
Cases not Found in Compliance by CEB deadline	8	9	18	40	40	39	19	23	21	21	26
Board Assessed Fines	\$69,139	\$84,130	\$205,190	\$425,190	\$359,030	\$388,305	\$700,895	\$466,365	\$312,220	\$464,290	\$193,015
Staff Recommended-Reductions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$199,115
Board Action-Reductions	\$15,500	\$103,634	\$524,780	\$562,473	\$4,044,202	\$522,880	\$700,959	\$449,545	\$1,141,170	\$897,515	\$499,945
Fines Collected*	\$31,586	\$11,230	\$12,392	\$17,856	\$36,813.36	\$18,971.96	\$13,202.09	\$13,130.00	\$12,680	\$18,020	\$4,540

\* Fine Collection is not necessarily collected in the same fiscal year as assessed.

**CASES REFERRED TO CAO FOR FORECLOSURE ON NON-HOMESTEAD PROPERTIES  
FY 2013-2014**

HEARING DATE:	CASE NO:	RESPONDENT NAME:	ADDRESS	FINE AMOUNT	DATE REFERRED TO CAO
11/15/2012	12-071 LEC120384	James E. Shaper	5500 Split Oak Court <b>Not in Compliance</b>	\$22,535.00	02/20/2014
03/21/2013	13-029 LEC120705	Tallahassee Lassie 2 LLC	8304 Balmoral Drive <b>In Compliance</b>	\$9,550.00	07/17/2014
05/16/2013	13-044 LEC130036	Alicia A. Howell	8486 Colbert Road <b>Not in Compliance</b>	\$15,850.00	03/20/2014
05/16/2013	13-045 LEC130035	Alicia A. Howell	8486 Colbert Road <b>In Compliance</b>	\$46,500.00	03/20/2014
05/16/2013	13-040 LEC130068	Isaac Bryant	9745 Snail Street <b>Not in Compliance</b>	\$15,850.00	09/18/2014
05/16/2013	13-046 LEC130066	Isaac Bryant	9745 Snail Street <b>Not in Compliance</b>	\$112,750.00	09/18/2014
07/18/2013	13-041 LEC120760	Savannah Sanders	1506 Crown Ridge Road <b>Not in Compliance</b>	\$99,250.00	07/17/2014
07/21/2011	13-053 LEC130058	Petrandis Mortgage & Investment, Inc.	5055 Crystal Brook Lane <b>In Compliance</b>	\$3,750.00	07/17/2014
			<b>Grand Total</b>	\$326,035.00	

**NOTE:** Fine amount reflects the amount accrued at the end of FY 13/14.

**Leon County  
Board of County Commissioners**

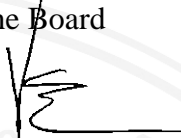
**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #16

February 10, 2015

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

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

**Title:** Acceptance of the 2013-2014 Contractors' Licensing and Examination Board Annual Report

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Emma Smith, Permit and Code Services Director Jessica Lowe, Sr. Compliance Specialist Jo'Toria Snelling, Compliance Board Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Accept the 2013-2014 Contractors' Licensing and Examination Board Annual Report.

## **Report and Discussion**

### **Background:**

The Leon County Contractors' Licensing and Examination Board (CLB) is empowered by Ordinance to enforce Chapter 5, Article IV of the Leon County Code of Laws, as well as Section 489 of the Florida Statutes, through licensing and disciplinary actions. The Board's responsibilities include review and approval of applications for licensing and review of complaints filed against licensed contractors operating in Leon County (Attachment #1).

The CLB members for the 2013-2014 fiscal year were Chairman William Muldrow, Vice Chairman Helen Arnold (Jackie Wilson), and board members Katherine Beck (Shaddick Haston), Stephen Hodges, John Utermohle, Royce Van Jackson, and Robert Bullard. The seven board members volunteer their time, which averages approximately five hours per month, inclusive of review time (Attachment #2). The CLB meets on the first Thursday of every month, supported by staff consisting of one full time person as the CLB Administrator, and two backup support positions. At the CLB hearings, the CLB is represented by counsel from the County Attorney's Office.

The 2013-2014 Annual Report has been reviewed by the CLB members.

### **Analysis:**

Leon County currently maintains 1099 active contractor files. This includes State Certified, Leon County Registered, and Specialty Contractors (Attachment #3).

### **Examination Analysis:**

During Fiscal Year 2013-2014, seven licensing applications were received.

### **Complaint Action:**

The CLB processes all complaints against contractors that fall within its statutory authority, regardless if the alleged violation occurs within the city limits or the unincorporated areas. During FY 2013-2014, no orders of the Board were overruled, either in civil courts or by the Florida Construction Industry Licensing Board (FCILB). Staff continues to work diligently in processing complaints in a timely and efficient manner.

The complaint process has been streamlined and the database updated; this allows easy accessibility, timely inspections, and follow-up. Utilizing the advanced automation resources approved by the Board of County Commissioners, County and City staff have implemented several modifications to the electronic database where licensing information is shared.

One complaint was filed with the CLB in FY 2013-2014. The complaint was brought into compliance and closed (Attachment #4). Complaints brought to the CLB are processed faster than those processed by the FCLIB. Currently, it takes the State approximately 10 months to process a contractor complaint. Leon County averages 60 days to process and bring complaints to resolution. With success and quality customer service, the licensing program continues to be a model program throughout the state.

The following is a chart of the licensing activity for previous fiscal years.

**COMPARISON OF LICENSING BOARD ACTIVITY**

<b>CONTRACTOR COMPLAINTS</b>	06-07	07-08	08-09	09-10	10-11	11-12	12-13	13-14
Complaints Resolved Administratively (In Compliance, Non-Jurisdictional or No Probable Cause Found)	10	11	9	12	5	2	3	1
Pending Complaints	2	2	1	0	0	0	0	0
<b>Subtotal:</b>	<b>12</b>	<b>13</b>	<b>10</b>	<b>12</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>1</b>
<b>Public Hearings:</b>								
Total Complaints Scheduled before the Board	3	4	5	2	0	0	0	0
Public Hearings Carried Over from Previous Year	2	0	0	0	0	0	0	0
<b>Breakdown of Board Action:</b>								
Contractor License Revoked	0	0	0	0	0	0	0	0
Contractor License Suspended	0	1	1	0	0	0	0	0
Contractor License Placed on Probation	0	0	0	0	0	0	0	0
Permitting Privileges Suspended	1	0	1	0	0	0	0	0
Letter of Reprimand Issued	0	0	0	0	0	0	0	0
Cases Dismissed	2	2	2	1	0	0	0	0
Board Deadline Met	0	1	1	1	0	0	0	0
Complaint Withdrawn	0	0	0	0	0	0	0	0
Complaint Continued to Next Fiscal Year	0	0	0	0	0	0	0	0
<b>Total Complaints Received</b>	<b>15</b>	<b>17</b>	<b>15</b>	<b>14</b>	<b>5</b>	<b>2</b>	<b>3</b>	<b>1</b>



The following chart shows the revenue for the last five fiscal years.

**REVENUE ANALYSIS**

	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14
License Applications	\$5,829	\$3,390	\$1,219	\$0	\$4,267
Permit File Maintenance	\$5,506	\$4,539	\$6,250	\$3,274	\$2,381
Administrative Fees Collected from Public Hearings	\$0	\$0	\$0	\$0	\$0
License Renewal Fees	\$6,548	\$4,911	\$5,506	\$8,706	\$5,878
<b>Total</b>	\$17,883	\$12,840	\$12,976	\$11,980	\$12,526

*Note: Fees are paid into the Building Enterprise Fund.*

**Options:**

1. Accept the 2013-2014 Contractors' Licensing and Examination Board Annual Report.
2. Do not accept the 2013-2014 Contractors' Licensing and Examination Board Annual Report.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Contractors' Licensing Board Activity for FY 2013-2014
2. Board Members Attendance Log
3. Chart of Active Contractors
4. Complaints Received/Public Hearings Held

VSL/TP/DM/EDS/JL/JS

**Contractors Licensing Board Activity for FY 2013-2014**

	<b>13-14 Qtr 1</b>	<b>13-14 Qtr 2</b>	<b>13-14 Qtr 3</b>	<b>13-14 Qtr 4</b>	<b>13-14 Year End Figures</b>
<b>Licensing Complaints Received</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Complaints Resolved Administratively</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Public Hearings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Probable Cause Hearings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>New Applications</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>7</b>
<b>Request for Reciprocity</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Walk-Ins for Licenses</b>	<b>36</b>	<b>31</b>	<b>29</b>	<b>14</b>	<b>110</b>
<b>Permits Routed to verify license for Contractors and Sub-contractors</b>	<b>284</b>	<b>307</b>	<b>312</b>	<b>291</b>	<b>1194</b>
<b>Number of verified contractors and subcontractors licenses</b>	<b>588</b>	<b>730</b>	<b>687</b>	<b>574</b>	<b>2579</b>
<b>Telephone Calls Received</b>	<b>270</b>	<b>246</b>	<b>307</b>	<b>226</b>	<b>1049</b>
<b>Insurance Certificates Entered</b>	<b>270</b>	<b>245</b>	<b>265</b>	<b>302</b>	<b>1082</b>
<b>Velocity Hall Inquiries</b>	<b>9</b>	<b>9</b>	<b>15</b>	<b>13</b>	<b>46</b>
<b>TOTAL ACTIVITY</b>	<b>1459</b>	<b>1571</b>	<b>1616</b>	<b>1423</b>	<b>6069</b>

**LEON COUNTY CONTRACTORS LICENSING  
AND EXAMINATION BOARD**

**ATTENDANCE REPORT FOR  
FISCAL YEAR 2013-2014**

<b>Board Member</b>	<b>Appointed by:</b>	<b>Term Expires</b>	<b>Percent of Attendance</b>
<b>William Muldrow</b>	<b>Commissioner Proctor</b>	<b>03/31/15</b>	<b>68%</b>
<b>Stephen Hodges</b>	<b>Commissioner Sauls</b>	<b>03/31/16</b>	<b>52%</b>
<b>Katherine Beck*</b>	<b>Commissioner Maddox</b>	<b>03/31/16</b>	<b>36%</b>
<b>Shaddick Haston**</b>	<b>Commissioner Maddox</b>	<b>03/31/16</b>	<b>16%</b>
<b>Robert Bullard</b>	<b>Commissioner Desloge</b>	<b>03/31/14</b>	<b>100%</b>
<b>Helen Arnold***</b>	<b>Commissioner Dozier</b>	<b>03/31/14</b>	<b>52%</b>
<b>Jackie Wilson****</b>	<b>Commissioner Dozier</b>	<b>03/31/17</b>	<b>16%</b>
<b>Royce Van Jackson</b>	<b>Commissioner Dailey</b>	<b>03/31/15</b>	<b>68%</b>
<b>John Utermohle</b>	<b>Commissioner Lindley</b>	<b>03/31/15</b>	<b>84%</b>

There were six (6) meetings for the Fiscal Year 2013-2014

\*Ms. Beck resigned from Board April 3, 2014

\*\*Mr. Haston filled Ms. Beck's unexpired term

\*\*\*Ms. Arnold's term expired March 31, 2014

\*\*\*\* Ms. Wilson filled Ms. Arnolds expired term

**Fiscal Year 2013-2014  
ACTIVE CONTRACTORS**

	<b>State Certified</b>	<b>Registered</b>	<b>Total</b>
<b>General</b>	<b>355</b>	<b>8</b>	<b>363</b>
<b>Building</b>	<b>289</b>	<b>6</b>	<b>295</b>
<b>Residential</b>	<b>89</b>	<b>7</b>	<b>96</b>
<b>Roofing</b>	<b>189</b>	<b>13</b>	<b>202</b>
<b>Pool</b>	<b>27</b>	<b>3</b>	<b>30</b>
<b>Underground Utility</b>	<b>16</b>	<b>0</b>	<b>16</b>
<b>Certified Solar</b>	<b>7</b>	<b>0</b>	<b>7</b>
<b>Aluminum Structures</b>	<b>7</b>	<b>0</b>	<b>7</b>
		<b>Subtotal:</b>	<b>1016</b>

<b>Local Specialty Contractors</b>		
<b>Excavation</b>	<b>70</b>	
<b>Aluminum Structure</b>	<b>3</b>	
<b>Vinyl Siding</b>	<b>2</b>	
<b>Carpentry</b>	<b>1</b>	
<b>Garage Door</b>	<b>7</b>	
	<b>Total Contractors:</b>	<b>1099</b>

**Leon County Contractors' Licensing and Examination Board  
Fiscal Year 2013-2014**

**COMPLAINTS RECEIVED / PUBLIC HEARINGS HELD**

<b>Case No.</b>	<b>Complainant Contractor</b>	<b>Status</b>	<b>City or County</b>
14-001	Fulton Walter Eugene Wilcox	In compliance - Closed	County

**Leon County  
Board of County Commissioners**

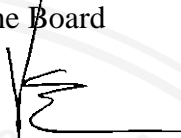
**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #17

February 10, 2015

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

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

**Title:** Acceptance of the First Quarter FY 2014-2015 County Grant Program Leveraging Status Report

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

**Fiscal Impact:**

This item does not have a fiscal impact; however, it details the County's ability to leverage available grant funds. At the start of the 2014-2015 Fiscal Year, Leon County had more than \$8.9 million in grant funding, consisting of \$625,316 in County matching funds and \$8,991,585 in grant funds, for a leveraging ratio of 14:1.

**Staff Recommendation:**

Option #1: Accept the First Quarter FY 2014-2015 County Grant Program Leveraging Status Report.

## **Report and Discussion**

### **Background:**

Traditionally, the County has aggressively sought state and federal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars.

These activities are primarily the responsibility of the Grants Program Coordinator, supported by the development of "Grant Teams" to bring additional resources to the process. The Coordinator, together with the various County divisions explores and pursues federal, state and private sector grant funding and reimbursement opportunities to support priority County programs and projects. The Coordinator seeks grant funding, writes or assists other County staff in writing grant applications, monitors applications through the approval process, maintains an oversight function to ensure that all grant regulations are complied with, and provides management and reporting services.

This report represents a summary of grant activities during the first quarter of FY 2014-2015.

### **Analysis:**

As a result of the continuing effort to improve processes within Leon County government, the Grants Program Office is now part of the Office of Financial Stewardship. The Grants Program Coordinator has continued to pursue and manage grants and now coordinates all grant-related items as necessary to meet the requirements of the Office of Management and Budget.

One of the major activities of the Coordinator is to efficiently manage the Disaster Recovery (DR) and the Disaster Recovery Enhancement Fund (DREF) grants. First awarded in 2010, these grants totaled more than \$13.5 million and will end this fiscal year. To date, these grants have funded the following 12 programs:

1. Affordable Rental Housing (County)
2. Affordable Rental Housing (City)
3. HOPE Community Re-Roofing (County)
4. Timber Lake – Flood Control (County)
5. Lakeside – Flood Control DR & DREF (County)
6. Franklin Blvd. – Flood Control (City)
7. Fairbanks Ferry – Emergency Access (County)
8. Selena Road – Flood Control (County)
9. Oakridge Flooded Property Acquisition (County)
10. Capital Cascade Trail, Segment 3 (City)
11. Autumn Woods Flood Mitigation (County)
12. Re-Roofing – Hazard Mitigation – DR & DREF (County)

The final project to be completed with this funding is the Autumn Woods Flood Mitigation project. The award of the construction contract for this project was approved by the Board at their regular meeting of January 27, 2015. Due to the need to obtain additional right-of-way within the subdivision, the Grants Program Coordinator worked with the County Attorney's Office and Public Works staff to realign funds to completely cover the projected cost of the project.



Other activities of the Grants Program Office include:

- Working with the City of Tallahassee in the development of a Promise Zone application. This HUD grant assigns Federal staff to help navigate the array of available federal assistance and gives the awardee preference for certain federal programs.
- Strengthen relations with other community partners by providing information concerning grant availability and offering limited assistance. As grant opportunities that could benefit Leon County are found, they are forwarded to the appropriate department for further distribution or sent directly to the appropriate local entity. Many of the opportunities found require a 501 (C) (3) non-profit entity to apply. An example of this are many of the foundation veteran assistance grants, which are forwarded to the County's Veteran Services office for further distribution to the veteran's organization within the community.
- Participating in a new approach to collaboration through the development of a grants writer/coordinator network in Leon County. To date, this has consisted of informal luncheon meetings with representatives from the City of Tallahassee, Tallahassee Community College (TCC), Florida State University (FSU), Leon County Schools, the Leon County Sheriff's Office (LCSO), and other interested parties. The ultimate goal is improved communication among the various organizations/persons concerning available funding and opportunities for collaborative projects.

Another area where the County has been successful in leveraging grant funding is in the provision of primary healthcare. In the 2014/15 fiscal year, Leon County will spend more than \$1.7 million on primary healthcare. The County is providing the following matching funds:

- \$202,200 for the Bond Health Center/Florida Agency for Health Care Administration Low Income Pool (LIP) program, leveraging an additional \$797,800 in state and federal funding for a total of \$1,000,000.
- \$200,000 in match for the Tallahassee Memorial Hospital Trauma Center. The City of Tallahassee is providing \$50,000 in match and Bond Health and Neighborhood Health are providing \$64,150 each, leveraging \$1,121,700 for a total of \$1,500,000.

In total, the County provided \$402,200 in match for LIP primary healthcare, leveraging \$2,097,800 in grant funding for a total of \$2,500,000.

To keep the Board fully apprised of the success of the County's efforts relating to grants, the following reports are submitted to the Commission covering the first quarter of the FY 2014-2015:

- Table 1 - Grants Leveraging Report (Attachment #1). This report shows a cumulative total for FY 2014-2015 and displays the project name, the County dollars required match the grant, the grant dollars allocated to the project, and comments relating to the grant, such as funding source.
- Table 2 - Grants Received Report (Attachment #2). This report shows the grants that have been received during the fiscal year, the name of the project, and the amount of the grant.

**Options:**

1. Accept the First Quarter FY 2014-2015 County Grant Program Leveraging Status Report.
2. Do not accept the FY 2014-2015 County Grant Program Leveraging Status Report.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. General Grant Report (Table 1)
2. Grants Received Report and Grants Researched/submitted Report (Table 2)

VSL/AR/SR/DAL/dal

<b>TABLE 1: LEON COUNTY GRANTS PROGRAM</b>				
<b>GRANTS LEVERAGING SUMMARY - FY 2014/2015</b>				
<b>PROJECT</b>	<b>Co. Match</b>	<b>Grant</b>	<b>Total</b>	<b>Comments</b>
<b>Development Support &amp; Envir. Management</b>				
Storage Tank Program	0	118,200	118,200	Fl Dept. of Environmental Protection
<b>subtotal</b>	<b>0</b>	<b>118,200</b>	<b>118,200</b>	
<b>Facilities Management</b>				
Community Foundation of North Florida	0	750	750	annual wreath at the WWII Memorial
<b>subtotal</b>	<b>0</b>	<b>750</b>	<b>750</b>	
<b>Financial Stewardship</b>				
2008 Disaster Recovery Grant - Admin	0	34,343	34,343	Fl. Dept. of Economic Opportunity
2008 Disaster Recovery Grant - HOPE Community	0	83,320	83,320	Fl. Dept. of Economic Opportunity
DREF Disaster Recovery Grant - Oakridge	0	64,096	64,096	Fl. Dept. of Economic Opportunity
Disaster Recovery - Roof Replacement	0	69,418	69,418	Fl. Dept. of Economic Opportunity
DREF - Roof Replacement	0	176,035	176,035	Fl. Dept. of Economic Opportunity
DREF - Autumn Woods	0	1,100,000	1,100,000	Fl. Dept. of Economic Opportunity
Big Bend Scenic Byway - Phase 1	6,333	47,264	53,597	Fl. Dept. of Economic Opportunity
<b>subtotal</b>	<b>6,333</b>	<b>1,574,476</b>	<b>1,580,809</b>	
<b>Human Service &amp; Comm. Partnerships - Housing</b>				
SHIP 2013-2015 (Fund 124)	0	168,640	168,640	Fl. Housing Finance Corp.
SHIP 2013-2016 (Fund 124)	0	6,672	6,672	Fl. Housing Finance Corp.
SHIP 2014-2017 (Fund 124)	0	176,896	176,896	Fl. Housing Finance Corp.
Florida Hardest Hit Program	0	25,000	25,000	Fl. Housing Finance Corp.
<b>subtotal</b>	<b>0</b>	<b>377,208</b>	<b>377,208</b>	
<b>Intervention and Detention Alternatives</b>				
Byrne Grant - Enhanced Pretrial	0	120,000	120,000	Fl. Dept. of Law Enforcement - JAG
Slosberg Driver Education Act	0	211,613	211,613	\$3 civil traffic penalty for Drivers' Ed.
<b>subtotal</b>	<b>0</b>	<b>331,613</b>	<b>331,613</b>	
<b>Judicial</b>				
Drug Court	0	46,092	46,092	DCF - managed by Court Administration
<b>subtotal</b>	<b>0</b>	<b>46,092</b>	<b>46,092</b>	

TABLE 1: LEON COUNTY GRANTS PROGRAM				
GRANTS LEVERAGING SUMMARY - FY 2014/2015				
PROJECT	Co. Match	Grant	Total	Comments
<b>Primary Healthcare (1)</b>				
Bond Health Center Low Income Pool Program	202,200	797,800	1,000,000	State/Federal funding for the LIP Program
TMH Trama Center (2)	200,000	1,300,000	1,500,000	State/Federal funding for the LIP Program
<b>subtotal</b>	<b>402,200</b>	<b>2,097,800</b>	<b>2,500,000</b>	
<b>Public Services - Emergency Medical</b>				
Matching gt M3099	10,375	31,125	41,500	Fl. Dept. of Health
Matching gt M3100	5,656	16,969	22,625	Fl. Dept. of Health
Matching gt M3101	19,245	57,735	76,980	Fl. Dept. of Health
Equipment	0	93,898	93,898	Fl. Dept. of Health
<b>subtotal</b>	<b>35,276</b>	<b>199,727</b>	<b>235,003</b>	
<b>Public Services - Library</b>				
Library E-Rate Program	0	13,002	13,002	FCC funding
Patron Donation - Library	0	24,768	24,768	Individual patron donations
Capelouto Donation	0	6,826	6,826	Holocaust educational material
Friends Literacy Contract	0	36,819	36,819	501 (C)(3) donation
Friends Endowment - 2005	0	126,464	126,464	501 (C)(3) donation
Van Brunt Library	0	155,387	155,387	Proceeds from Caroline Van Brunt estate
<b>subtotal</b>	<b>0</b>	<b>363,266</b>	<b>363,266</b>	
<b>Public Works</b>				
Boating Improvement	0	163,415	163,415	FFWCC
Miccosukee Greenway.	163,193	108,795	271,988	Fl Dept. of Environmental Protection
Bannerman - Thomasville to Meridian	0	1,649,782	1,649,782	COT Reimbursement
SR 20/ Geddie Road	0	225,000	225,000	Fl. Department of Transportation
Pullen/Old Brainbridge Intersection	0	292,903	292,903	Capacity Fee
Mosquito Control	0	59,475	59,475	Mosquito control activities
Robinson Road Flood Relief (legislative appropriation)	0	350,000	350,000	Fl Dept. of Environmental Protection
Woodville Hgts Sewer (legislative appropriation)	0	75,000	75,000	Fl Dept. of Environmental Protection
Southwood Payment - Woodville Highway	0	50,178	50,178	Proportionate Share Payment
Big Bend Scenic Byway - Phase 2	18,314	748,376	766,690	Fl. Dept. of Transportation
<b>subtotal</b>	<b>181,507</b>	<b>3,722,924</b>	<b>3,904,431</b>	

TABLE 1: LEON COUNTY GRANTS PROGRAM				
GRANTS LEVERAGING SUMMARY - FY 2014/2015				
PROJECT	Co. Match	Grant	Total	Comments
<b>Resource Stewardship - Sustainability</b>				
TAG grant	0	25,000	25,000	Fl. Dept. of Economic Opportunity
<b>subtotal</b>	<b>0</b>	<b>25,000</b>	<b>25,000</b>	
<b>Resource Stewardship - Cooperative Extension</b>				
Federal Forestry, Title III	0	13,374	13,374	Fed. \$\$ for areas impacted by Fed. Forest
<b>subtotal</b>	<b>0</b>	<b>13,374</b>	<b>13,374</b>	
<b>Sheriff</b>				
Emergency Management Base Grant	0	121,155	121,155	Transfer to LCSO for EM activities
<b>subtotal</b>	<b>0</b>	<b>121,155</b>	<b>121,155</b>	
<b>TOTALS</b>	<b>625,316</b>	<b>8,991,585</b>	<b>9,616,901</b>	

(1) Leveraged funding went to the specific agencies, did not come to the County

(2) Match of \$200,000 from Leon County, \$50,000 from City of Tallahassee and \$64,150 each from Bond and NHC (\$378,300)

TABLE 2: NEW GRANTS RECEIVED REPORT				
First Quarter, FY 2014-2015				
PROJECT	BUDGET			COMMENTS
	Grant	Match	Total	
Emergency Medical Services - Equipment	\$48,803	\$0	\$48,803	Florida Department of Health
<b>Total</b>	<b>\$48,803</b>	<b>\$0</b>	<b>48,803</b>	

**Leon County  
Board of County Commissioners**

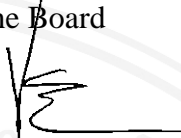
**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #18

February 10, 2015

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

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

**Title:** Acceptance of Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Robert Mills, Director, Office of Resource Stewardship
<b>Lead Staff/ Project Team:</b>	Shawn Abbott, Solid Waste Superintendent

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Accept the status update regarding curbside collection service provided by Waste Pro, Inc.



## **Report and Discussion**

### **Background:**

At the December 10, 2013 and June 24, 2014 meetings, staff presented status reports regarding the unincorporated area curbside collection Agreement with Waste Pro, Inc. This agenda item provides an updated status report of activity since June 2014.

### **Analysis:**

Since the June 24, 2014 status report, additional adjustments have been made by Waste Pro, which has improved their service level. These adjustments reduced the volume and persistence of customer complaint calls, but have not eliminated the calls completely. The County had advised that additional management capacity was needed to guide the day-to-day operations. There has been little consistency toward that additional management capacity. The complaint call volume to Leon County has significantly reduced over the last couple of months. The routine requests by citizens for the County to intercede on their behalf, has reduced to an average of 15 calls per month. A large amount of time is still required by staff to follow up with Waste Pro on issues received via emails and other related issues. Staff has been making personal visits to residents' homes to resolve concerns and to confirm that Waste Pro has adequately resolved the citizen's concerns. Despite the changes made by Waste Pro, there remain several areas of concern. The following is a summary of the most prevalent service delivery complaints voiced by citizens.

Communication – Waste Pro's communication with their customers has improved over the last few months. The call volume into Waste Pro has been reduced from approximately 600 per day to about 200. The improvement is due in part to locating the Customer Service Representatives (CRS) in one office, and new supervision of the CRSs. In addition, a new phone system was installed which is more efficient in processing the call volume. Communication problems between the dispatch area and the route personnel have reduced significantly in the last few months. However, communication between County staff and senior Waste Pro management may be challenging at times. A new District Manager was recently hired and is being trained in another county. It is anticipated that when the new District Manager starts in Leon County, most of the communication issues should subside.

Provision of waste/recycling carts – Waste Pro is to provide a 96-gallon waste cart and 64-gallon recycling cart to each subscriber. Upon request, the subscriber may obtain a smaller (64-gallon) waste cart or additional recycling cart. All carts are to be delivered within three business days. Cart delivery has improved since the June 2014 status report. However, per the Agreement, liquidated damages are assessed when this standard is not met. Timeliness of cart delivery is the most prevalent non-compliance issue and is the most assessed for damages.

Litter – Litter has still been prevalent. Most of the litter has been associated with the recycling trucks that are not equipped with wind deflectors or splashguards. When a complaint is received, Waste Pro will be informed for litter picked up. When the complaint is received, County staff will inspect the area and will require Waste Pro to send a crew out to pick up the litter within 24 hours. County staff will follow-up with the resident to verify that their concerns have been resolved. However, per the Agreement, liquidated damages will be assessed when this standard is not met. County Staff will continue to work with Waste Pro to eliminate litter concerns going forward.

In addition to services provided directly to customers, there are aspects of the Collection Agreement not being adhered to that limit staff's ability to properly monitor and implement the Agreement.

Proper documentation and tracking of customer complaints – Waste Pro uses a database to track complaints. Staff has counseled Waste Pro on their failure to adequately track customer service issues. Not all complaints would be entered into the database, including some complaints received by Commissioners. Staff continues to work with Waste Pro and the residents so all complaints are tracked and followed up on.

Equipment – The Agreement does not stipulate how many collection vehicles are required to perform to standards of the Agreement; only the frequency of service (once weekly for waste, recycling, and yard debris; and within seven days for bulky requests). The Agreement states that upon commencement, no collection vehicle frontline or reserve will exceed three years in age. Once the Agreement commences, trucks may not exceed 10 years of age. Waste Pro currently does not have a frontline or reserve truck exceeding 10 years of age. Additionally, the Agreement specifies that the trucks be uniformly painted with the name of the contractor, business telephone number, and the number of the vehicle. This requirement has not been fully met. Staff continues to work with Waste Pro to bring their trucks into compliance. Staff has not assessed liquidated damages for trucks that do not meet the requirements. If Waste Pro fails to resolve the branding issues, the County is prepared to assess liquidated damages per the agreement.

Database tracking – The Waste Pro Agreement stipulates RFID technology will be included in all waste/recycling carts and a related database with County access to that database. RFID is a data collection technology that uses radio frequency electromagnetic field to transfer data and is standard in the waste industry. This information is not only a business tool for Waste Pro, but provides the ability for County staff to verify service on a customer-by-customer basis. This data can assist in refining waste reduction and outreach efforts, based on specific neighborhood recycling participation trends. This RFID system is currently installed on all garbage and recycling carts; however, not all collection vehicles are properly equipped with the technology to receive the data. Furthermore, the RFID database system is not completely functional or accurately tied to each customer's address. This has a direct impact on Leon County's ability to conduct an outreach and education program for waste reduction. Furthermore, it does not allow Waste Pro to verify customer service concerns. It is unclear when the RFID system will be fully functional. Leon County will start accessing liquidated damages by the Agreement guidelines starting February 1, 2015.

Curbside collection service that directly impacts Leon County residents is the top priority for both Waste Pro and the County. The Agreement provides for liquidated damages to be assessed against Waste Pro in the event of unresolved customer complaints for infractions relating to missed pick up, cart delivery delays, providing service outside designated times, failure to notify customers of route changes, failure to deliver materials to the appropriate facility, mixing of loads, failure to promptly clean up any litter or spills, use of a vehicle not meeting the requirements of the Agreement, and failure to submit required reports.

The following table is a summary of liquidated damages imposed to date.

**Assessed Liquidated Damages for Calendar Year 2014**

<b>Month</b>	<b># of Infractions</b>	<b>Total Fine</b>
January	106	\$9,500
February	36	\$3,240
March	32	\$2,880
April	174	\$15,660
May	359	\$32,310
June	270	\$24,300
July	36	\$3,240
August	31	\$2,790
September	2	\$0
October	44	\$3,960
November	26	\$2,340
December	71	\$6,390
<b>Total</b>	<b>1,187</b>	<b>\$106,610</b>

Staff will continue to enforce liquidated damages for Agreement non-compliance and encourage Waste Pro to make appropriate changes to ensure quality service and operations. The Collection Agreement with Waste Pro is a long-term contract with an initial term of seven years. Leon County recognizes the importance of developing and maintaining a strong working relationship with Waste Pro in order to maximize the service experience of more than 25,000 residents who subscribe to curbside collection. Waste Pro's performance under Agreement does not currently reflect the County's expectations for customer service and performance. It is anticipated that corrective actions taken by Waste Pro will continue to result in improved quality of service.

**Options:**

1. Accept the status update regarding curbside collection service provided by Waste Pro, Inc.
2. Do not accept the status update regarding curbside collection service provided by Waste Pro, Inc.
3. Board direction.

**Recommendation:**

Option #1.

**Leon County  
Board of County Commissioners**

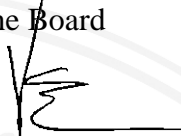
**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #19

February 10, 2015

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

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

**Title:** Approval to Name the Leon County Sheriff's Administration Building in Honor of the Late Sheriff Larry Campbell

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

**Fiscal Impact:**

Funds are available within Leon County Facilities Management's existing budget to provide appropriate signage naming the Leon County Sheriff's Administration building in honor of the late Sheriff Larry Campbell.

**Staff Recommendation:**

Option #1: Approve naming the Leon County Sheriff's Administration building (2825 Municipal Way) as the "Sheriff Larry Campbell Administration Building."

## **Report and Discussion**

### **Background:**

During its meeting of January 27, 2015 the Board approved a motion for staff to prepare an agenda item for the meeting of February 10, 2015, seeking the Board's consideration of naming the Leon County Sheriff's Administration building in honor of the late Sheriff Larry Campbell.

Board Policy No. 97-3, "Naming of County-Owned Facilities, Structures, Buildings, Geographical Areas or Other Property and Sponsorship of Park Furnishings and Trees at a County-owned Park and Recreation Facility" requires, in relevant parts, that proposed names for County-owned buildings must be submitted to the Board for approval and official designation. The policy further requires that the proposed name shall be in writing and accompanied by background data and a resume or fact sheet citing reasons for the nomination (Attachment #1).

### **Analysis:**

Sheriff Larry Campbell leaves a legacy that spanned more than half a century of public service to our country and community. Sheriff Campbell served our country as a United States Marine and after more than thirty-five years of service in the Sheriff's Office and the Florida Department of Law Enforcement, Sheriff Campbell was elected Sheriff in 1996. Sheriff Campbell served for five consecutive terms before passing on December 24, 2014. Sheriff Campbell was truly honored to serve the citizens of Leon County.

Sheriff Campbell was highly respected by law enforcement across the State of Florida. He served not only as the President of the Florida Sheriffs Association in 2006/-2007, but also served as a past chairman of the Board of the Association. Sheriff Campbell was an institution in the State of Florida and his colleagues constantly sought him for his counsel, wisdom, and advice.

Beyond his law enforcement career, Sheriff Campbell was well known for his personnel dedication and commitment to numerous charitable causes. As reflected in the attachment, the individual honors and recognitions reflect his continuous and unwavering support for those less fortunate in our community.

To honor Sheriff Campbell's memory and his 50 years of unwavering public service to Leon County, it is recommended that the Leon County Sheriff's Administration Building be named the "Sheriff Larry Campbell Administration Building."

Upon approval of this action, staff will work closely, and in cooperation with, the Leon County Sheriff's office to have the appropriate signage designed and installed, and a dedication ceremony conducted at the facility (2825 Municipal Way).

### **Options:**

1. Approve naming the Leon County Sheriff's Administration building (2825 Municipal Way) as the "Sheriff Larry Campbell Administration Building."
2. Do not approve naming the Leon County Sheriff's Administration building (2825 Municipal Way) as the "Sheriff Larry Campbell Administration Building."
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachment:**

1. Fact Sheet - Sheriff Larry Campbell

## *Sheriff Larry Campbell (D)* Tallahassee

### **Education**

Leon County public schools; BS degree, criminology and abnormal psychology, Florida State University; graduate, FBI National Academy, 1972; National Sheriffs' Institute, 1998; FBI/Florida Executive Development Seminar, 1999

### **Military**

Platoon Sergeant, U.S. Marine Corps Reserves

### **Career**

Jailer to captain of detectives, Leon County Sheriff's Office, 1961-1966; special agent, Florida Sheriff's Bureau, 1967-1969; special agent through deputy director, FDLE, 1970-1980; undersheriff, Leon County Sheriff's Office, 1981-1996; elected Sheriff of Leon County, 1996; re-elected 2000, 2004, 2008 and 2012



### **Honors and Affiliations**

Hoover Award Academic Excellence, FBI National Academy, 1972; Law Enforcement Commendation Medal, Sons of the American Revolution; Leon High School Football Hall of Fame; Distinguished Service Award, Florida Council on Crime and Delinquency; Legion of Honor, Order of Demolay; Award of Honor, Steele Brooks Center; President's Award, Florida Crime Prevention Association; Distinguished Leadership Award and Silver Beaver Award, Boy Scouts of America; Florida Sheriffs Association: president, 2006-2007, past chairman of the board; co-chairman, Regional Domestic Security Task Force, Region 2; chairman, Florida Corrections Accreditation Commission; member, Executive Committee, Pat Thomas Law Enforcement Academy; Commission for Florida Law Enforcement Accreditation; United Way: board member, past vice-chairman, past chairman; Refuge House Capital Campaign; Steering Committee, JAC Center; Leon County Domestic Violence Council; Tallahassee Race Relations Committee; Tallahassee 25, Lending Kids a Hand; Coordinating Council, Leon County Public Safety; North Florida Fair Association Board; chairman: American Cancer Society Relay for Life, American Heart Association, American Lung Association; honorary chair, Capital City Youth Services Capital Campaign; member: Criminal and Juvenile Justice Information Systems Council, American Legion, Exchange Club, Moose Club, FSU Alumni Association, Leon County Juvenile Justice Council, Leadership Tallahassee, Urban League, Mothers in Crisis; Master Mason, Marzuq Shrine Temple; National Sheriffs' Association; FBI National Academy Associates; FBI Law Enforcement Executive Development Association; National Rifle Association; Leon High School Alumni Association; Honorable Kentucky Colonel; League of Women Voters.



**Leon County  
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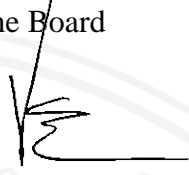
**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #20

February 10, 2015

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

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

**Title:** Approval of the 2015 Operation Thank You – Honoring Local Veterans of the Korean War and Consideration of Funding for the 2015 Operation Stand Down in the Amount of \$10,000

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Eryn Calabro, Director of Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Assistant to the County Administrator for Intergovernmental and Community Initiatives Ben Bradwell, Veteran Services Officer

**Fiscal Impact:**

This item has a fiscal impact. Funding for the 2015 Operation Thank You event was appropriated in the FY 14/15 budget in the amount of \$25,000. Additionally, the Florida Veterans Foundation, Inc. is requesting \$10,000 for the 2015 Operation Homeless Veterans Stand Down scheduled for April 24-26, 2015 at the North Florida Fairgrounds. Funding is available for the event in the General Contingency Fund.

**Staff Recommendations:**

- Option #1: Approve the proposed 2015 Operation Thank You – Honoring Local Veterans of the Korean War, and schedule for Saturday, May 16, 2015.
- Option #2: Direct staff to prepare a proclamation honoring the service of local Korean War Veterans to be presented at the 2015 Operation Thank You event.
- Option #3: Approve funding for the 2015 Operation Homeless Veterans Stand Down in the amount of \$10,000, and adopt the associated Budget Amendment Request (Attachment #1).
- Option #4: Direct staff to include \$10,000 for the Operation Homeless Veterans Stand Down as part of future annual budgets.

## **Report and Discussion**

### **Background:**

At the February 14, 2012 meeting, as requested by Commissioner John Dailey, the Board directed staff to develop a proposal to hold an event in downtown Tallahassee honoring returning veterans of the Iraq and Afghanistan military campaigns, as well as those currently serving in the armed forces.

On March 13, 2012, aligned with its Strategic Initiative, the Board approved the Operation Thank You Downtown Block Party for May 18, 2012 to honor the service of post-September 11 local armed forces members and veterans. In preparation for the event, the County Administrator formed the Operation Thank You Planning Team, comprised of County employees, to plan, coordinate, and execute the logistics for the occasion.

The 2012 Operation Thank You event was held on Adams Street between Park Avenue and Jefferson Street, and on College Avenue between Duval Street and Monroe Street, attracting more than 400 people. Approximately 40 vendors participated in the event, including military and veteran organizations, that provided information to the community about the programs and services available to military and veterans in Leon County.

On March 12, 2013, the Board approved the 2013 Operation Thank You – Welcome Home Vietnam Veterans event in recognition of the 40<sup>th</sup> anniversary of the order to withdraw U.S. troops from Vietnam. The event took place at the Vietnam Veterans Memorial located on the corner of South Monroe Street and Apalachee Parkway honoring the service and sacrifice of local Vietnam veterans. The event, which was attended by more than 400 members of the community, included an intimate ceremony honoring more than the 150 Vietnam Veterans in attendance, followed with breakfast served by County Commissioners, the Operation Thank You Team, and Volunteer LEON volunteers.

On February 25, 2014, the Board approved the 2014 Operation Thank You – In Honor of Local World War II Veterans event in recognition of the 70<sup>th</sup> anniversary of Allied troops landing on the beaches of Normandy, France also known as D-Day. More than 500 members of the community attended the 2014 Operation Thank You that was held in front of the World War II Memorial located on the front lawn of the County Courthouse. The event included an intimate ceremony honoring more than 100 World War II Veterans with performances by the Tallahassee Swing Band and Lawton Chiles High School Choir. Following the ceremony, breakfast was served by County Commissioners, the Operation Thank You Team, and Volunteer LEON volunteers. Additionally, a portion of the first lobby of the County Courthouse was converted into a World War II Memorial Center featuring memorabilia and artifacts from the World War II era.

The approval of the 2015 Operation Thank You – Honoring Local Veterans of the Korean War, is essential to the following revised FY2012 – FY 2016 Strategic Initiatives that the Board approved at the January 27, 2015 meeting:

- Implement strategies that assist local veterans, including: Hold Operation Thank You!” celebration annually for veterans and service members.

This particular Strategic Initiative aligns with the Board’s Strategic Priority – Economy,

- Focus resources to assist local veterans, especially those returning from tours of duty, in employment and job training opportunities through the efforts of County government and local partners. (EC5)

Additionally, the last two years, Leon County has played a major role in the promotion, coordination, and funding of the Operation Homeless Veterans Stand Down. On January 27, 2015, the Board directed staff to bring back an agenda item to consider a Florida Veterans Foundation, Inc. funding request in the amount of \$10,000 for the 2015 Operation Homeless Veterans Stand Down (Attachment #2). The event is scheduled for April 24-26, 2015 at the North Florida Fairgrounds.

**Analysis:**

Leon County has a long tradition of supporting its local veteran community through an array of programs and services including the Leon County Active Duty Program, which was established to help offset financial obligations for their Service Members that were called to active duty to serve their Country. The Board has held an unwavering commitment to support members of the community that have dedicated their lives in order to protect the basic tenets of freedom. Through the Leon County Veteran Services Division, veteran members of the U.S. armed services regularly receive counsel and assistance in processing benefit claims, and obtaining other benefits offered by Leon County, the State of Florida, the United States Department of Veterans Affairs, and other federal government agencies.

During the fragile economic recovery, the Board has established additional programs and services tailored to meet the needs of active members and veterans of the U.S. military. To address the influx of troops returning home following the end of U.S. involvement in Iraq the Board established the Direct Emergency Assistance Program for Veterans in October 2012 and partnered with Workforce *Plus* to open the Leon County Veterans Resource Center, a service devoted to connecting veterans with employment opportunities, education benefits, counseling, and onsite training.

Additionally, since 2012, the Board has provided financial assistance to Honor Flight Tallahassee in the amount of \$15,000 annually making the County a leading partner. Honor Flight has transported more than 150 local veterans of World War II and the Korean War to Washington D.C. to visit memorials dedicated to honor their services and sacrifices. The trips are provided to the veterans at no cost. In addition to the financial contribution, the County provides staff support for emergency medical services during the trip. Approximately 80 veterans of World War II and the Korean War are expected to participate in this year's Honor Flight, scheduled for Saturday, May 2, 2015. The following provides information on the proposed 2015 Operation Thank You that would honor local veterans of the Korean War.

**Operation Thank You 2015 – In Honor of Local Veterans of the Korean War**

This year marks the 65<sup>th</sup> anniversary of the United States participation in the Korean War. According to the U.S. Department of Veterans Affairs, approximately 5.7 million Americans served in the U.S. armed forces during the Korean War, which took place June 1950-July 1953. The U.S. Census indicates that approximately 1,710 Korean War veterans reside in Leon County.

For the Operation Thank You 2015 event, the community would be invited to honor and recognize local veterans of the Korean War on Saturday, May 16, 2015 at the Korean War Memorial located at Cascades Park. The day will also be celebrated nationally as Armed Forces Day. The program for the event would commence at 8:30 a.m. with a 30-minute ceremony that would include the presentation of colors, performance of the National Anthem, a moment of

reflection for the 54,200 soldiers lost during the Korean War, and brief remarks from a keynote speaker.

Immediately following the ceremony, Korean War Veterans and guests would be served breakfast on the lawn adjacent to the Korean War Memorial. Additionally, it is recommended that the Board direct staff to prepare a proclamation honoring the service of Korean War Veterans to be presented at the Operation Thank You event.

In a recent meeting with County staff, the local veteran organizations expressed considerable support to the proposed event and committed to providing assistance in promoting Operation Thank You to Korean War veterans and the community. Staff would also coordinate with senior assisted living facilities, such as Westminster Oaks, to promote Operation Thank You and transport veterans to the event.

#### Operation Homeless Veterans Stand Down

For the last two years, Leon County has played a major role in the promotion, coordination, and funding of the Operation Homeless Veterans Stand Down. The three-day event, put on by Florida Veterans Foundation, Inc. is held at the North Florida Fairground where homeless veterans that reside in the Big Bend region receive meals, clothing, and medical services. Leon County has provided funding in the amount of \$10,000 each for the two previous events (\$20,000 in total). According to the Foundation, more than 500 homeless veterans have been assisted in the past two years during the event. Additionally, each year the County's Veteran Services Division has been present for the duration of Operation Homeless Veterans Stand Down providing vital information on veteran benefits, programs, and services. Through this event last year:

- 109 veterans received medical care with 11 patients referred for follow-up care the next week.
- 56 veterans received audiology care.
- Over 50 veterans received dental care with many having teeth removed.
- 35 veterans received PTSD Therapist Counseling
- 27 HIV tests were performed
- 17 veterans received prescription medication
- 10 veterans received assistance at Twelve Step Meetings

The Foundation is requesting \$10,000 for the 2015 Operation Homeless Veterans Stand Down. The event is scheduled for April 24-26, 2015 at the North Florida Fairgrounds. The goal is to assist 250-300 homeless veterans. With the support of the County and other not-for-profit agencies, the Foundation seeks to increase housing and job replacement opportunities. Consistent with previous Stand Down events, 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.

There is adequate funding available in the General Contingency Fund for this request. Should the Board approve the funding request, it would be the third consecutive year in which the County has provided financial support for the event. It is recommended that the Board direct staff to include the Operation Homeless Veterans Stand Down event for future funding in the County budget in the amount \$10,000.

**Options:**

1. Approve the proposed 2015 Operation Thank You – Honoring Local Veterans of the Korean War, and schedule for Saturday, May 16, 2015.
2. Direct staff to prepare a proclamation honoring the service of local Korean War Veterans to be presented at the 2015 Operation Thank You event.
3. Approve funding for the 2015 Operation Homeless Veterans Stand Down in the amount of \$10,000, and adopt the associated Budget Amendment Request (Attachment #1).
4. Direct staff to include \$10,000 for the Operation Homeless Veterans Stand Down as part of future annual budgets.
5. Do not approve funding for the 2015 Operation Homeless Veterans Stand Down in the amount of \$10,000,
6. Do not direct staff to include \$10,000 for the Operation Homeless Veterans Stand Down as part of future annual budgets.
7. Board direction.

**Recommendation:**

Options #1, #2, #3, and #4.

**Attachments:**

1. Budget Amendment Request
2. Florida Veterans Foundation’s Correspondence Requesting Funding For Operation Homeless Veterans Stand Down

## FISCAL YEAR 2014/2015 BUDGET AMENDMENT REQUEST

No: BAB15012  
Date: 1/28/2015

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 2/10/2015

County Administrator

Deputy County Administrator

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

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

### Request Detail:

#### Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
					-		-
					<b>Subtotal:</b>		-

#### Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
001	990	59900	599	General Fund Contingencies	170,000	(10,000)	160,000
001	390	58200	553	Aids to Private Organizations	-	10,000	10,000
					<b>Subtotal:</b>		-

### Purpose of Request:

This budget amendment appropriates \$10,000 from general fund contingency to provide additional support for the April 2015 Operation Homeless Veterans Stand Down.

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 2014/15)				
		GENERAL FUND 001-990-59900-599		Beginning Balance: <b>\$200,000.00</b>
No.	APPROVAL DATE	AGENDA DATE	AMENDMENT TITLE	BALANCE
1		28-Oct-14	\$30,000 for Whole Child Leon	\$30,000
2		<b><i>10-Feb-15</i></b>	<b><i>\$10,000 for Operation Homeless Veterans Stand Down</i></b>	<b><i>\$10,000</i></b>
3				
4				
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13				
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23				
24				
25				
<b><i>Bold, Italic items are pending Board Approval</i></b>				
<b>USAGE TO DATE (TOTAL AMENDMENTS)</b>				<b><u>\$40,000.00</u></b>
<b>ENDING BALANCE</b>				<b>160,000.00</b>
<b>END BALANCE AS % OF BEGIN BALANCE</b>				<b>80%</b>
<b>USAGE BALANCE AS % OF BEGIN BALANCE</b>				<b>20%</b>





## FLORIDA VETERANS FOUNDATION, INC.

The Capitol, Suite 2107  
400 South Monroe Street  
Tallahassee, Florida 32399-0001

January 8, 2015

Chairman  
Col (Ret) Washington J. Sanchez, Jr

Chairman Emeritus  
Maj (Ret) John L. Haynes

Vice-Chairman  
Col (Ret) Gary Clark

Secretary  
Col (Ret) Sharon Richie-Melvan,  
PhD, MSN

Regional Director  
Col (Ret) Thomas G. Bowman

Board of Directors  
LtCol (Ret) Antonio Colmenares  
Daniel Hughes  
Charles LeCroy  
Terry Lynn  
Mike Mason  
Darren Shull, Esquire  
George Taylor

Directors at Large  
Susan Carabello, LMHC  
A. Perry Hubbs  
Col (Ret) Claude Shipley

ex-officio  
Col (Ret) Mike Prendergast  
Director, FDVA

Contact:  
Telephone: (850) 488-4181  
Facsimile: (850) 488-4001  
[www.FloridaVeteransFoundation.org](http://www.FloridaVeteransFoundation.org)

Mary Ann Lindley, Chairman  
Leon County Commission  
301 South Monroe Street  
Tallahassee, FL 32301

Dear Commissioner Lindley:

Subject: Support for the North Florida Homeless Veterans Stand Down

The Florida Veterans Foundation, Inc. respectfully requests a grant in the amount of \$10,000.00 from the Leon County Commission. This will help with implementation of the third annual 3-day/2-night Homeless Veterans Stand Down at the North Florida Fair Grounds on April 24-26, 2015.

Last year, our second Stand Down was very successful hosting 305 homeless Veterans (253 male, 52 female not including 20 children of the Veterans). They were provided free access to showers, provided over 2,400 meals, up to 3 sets of clothing, military supplies (boots, sleeping bags, sleeping mats, backpacks) medical services, legal, assessment for permanent housing, mental health services, job opportunity counseling and a Stand Down Court. Attached is a data sheet providing further information.

The \$10,000 grant that Leon County provided last year was a significant contribution to the success of the Homeless Veterans Stand Down. Due to the cessation of a \$15,000 state grant the Foundation received the past two years, the Stand Down needs to make up this shortfall. The Foundation would greatly appreciate approval of the requested \$10,000 grant.

This coming April 24-26, 2015, we are planning to serve up to 250-300 homeless Veterans. With the support of other community not-for-profit agencies and government organizations, we plan to offer more housing, job placement opportunities and financial assistance. The Foundation itself provides eligible Veterans emergency financial assistance. From January 1, 2014 to December 31, 2014, the Foundation has provided \$11,841.99 for housing and utility assistance for Veterans in Leon County.

Please visit our website at: [www.NorthFloridaStandDown.org](http://www.NorthFloridaStandDown.org) for more Stand Down 2015 information. Thank you in advance for your support.

Sincerely,

Col Claude W. Shipley, USA, Ret.  
Program Director, 3<sup>rd</sup> Annual Homeless Veterans Stand Down 2015

c: Vincent S. Long, County Administrator  
atch: Stand Down Data Sheet



## FLORIDA VETERANS FOUNDATION, INC.

The Capitol, Suite 2105D  
400 South Monroe Street  
Tallahassee, Florida 32399-0001

June 3, 2014

### NORTH FLORIDA HOMELESS VETERANS STAND DOWN: APRIL 4-6, 2014

- **Attendance at the Stand Down (Total 305)**
  - 253 Males
  - 52 Females

Note: 20 children of veterans were taken care of at the Kid Zone on Saturday/Sunday
- **Veterans Affairs (VA) Housing with VA grantee support**
  - 41 veterans received housing or scheduled to obtain housing
  - VA Regional Director and local program leaders presented house keys to homeless veterans at opening ceremony
- **Court**
  - 32 veterans heard Judge Ron Flury and Assistant State Attorney Campbell; hearing 152 cases in the Sunday morning Stand Down Court (2nd Judicial Court); converting \$81,209.41 to 4047 hours of community service
- **Legal**
  - 49 veterans received legal advice
  - DMV Senior Hearing Officer Blaine facilitated driver's license issues with the court
  - 22 Attorneys and 5 legal assistants/paralegals plus 7 other volunteers assisted; attorneys continue to assist many additional cases identified during the Stand Down.
- **Services**
  - 136 veterans received haircuts/hairstyling
  - 25 companion dogs received veterinarian care
  - 29 veterans received employment counseling; continuing to follow-up
  - 16 registered to vote plus several provided clemency forms
  - Up to 3 sets each of clothing provided for veterans from local residents' donations; collected by local churches
- **Veterans Service Officers (Seven participating)**
  - 52 assisted with their benefit questions including filing seven claims for compensation and thirteen requests for DD-214s and service/medical records
  - 20 cases directly influenced by St. Petersburg VA representative e.g. expedited claims, determined documents holding up claims
- **VA Medical with additional support**
  - 17 received prescriptions
  - 109 veterans received medical care with 11 patients referred for follow-up care the next week
  - 56 veterans received audiology care
  - 27 HIV tests (Department of Health)
  - Over 50 veterans received dental care with many having teeth "pulled" (First Baptist Church mobile van)
  - 15 veterans plus daily group meetings for Substance Abuse Counseling
  - 35 veterans received PTSD Therapist Counseling
  - 10 veterans received assistance at Twelve Step Meetings
- **Operation HOPE (military surplus plus local donations) issued:**
  - 209 sleeping bags; 166 boots; 291 MREs; 24 blankets; 60 laundry bags and items at in-processing and graduation i.e., 250 each: flight bags, underwear/brasieres/socks, personal hygiene items; back packs; MREs and sewing kits

**Over 600 volunteers with over 100 Federal/State/County/City agencies, businesses, and organizations provided services and support helped provide the 305 veterans the Dignity and the Respect they deserve for their Service to our Nation.**

850-488-4181 / 850-488-4001 (Fax) [www.floridaveteransfoundation.org](http://www.floridaveteransfoundation.org)

**Leon County  
Board of County Commissioners**

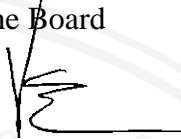
**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #21

February 10, 2015

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

**From:** Vincent S. Long, County Administrator   
Herbert W. A. Thiele, County Attorney

**Title:** Acceptance of the Final Status Report Regarding the Implementation of the Gum Road Target Area Planning Committee's Recommendations

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>County Attorney Review and Approval:</b>	Herbert W. A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Public Works Kathy Burke, P.E., Director of Engineering Services
<b>Lead Staff/ Project Team:</b>	Theresa B. Heiker, P.E., Stormwater Management Coordinator

**Fiscal Impact:**

This item has no direct fiscal impact to the County. Budget costs associated with the implementation of the Target Area Plan are addressed during applicable budget cycles.

**Staff Recommendation:**

- Option #1: Accept the final status report regarding the implementation of the Gum Road Target Area Planning Committee's recommendation.
- Option #2: Direct staff to discontinue efforts to construct a stormwater facility on the TAPC Pond 3 site, and to discontinue efforts to gain ownership of said site.

## **Report and Discussion**

### **Background:**

Subsequent to the siting of the County's Solid Waste Transfer Facility on Gum Road, the Board appointed a seven-member citizen's committee, the Target Area Planning Committee (TAPC), to review the Target Area and, with assistance from County staff, provide recommendations to the Board to address the anticipated impact of the Facility on the Target Area. The Target Area is surrounded by US Highway 90 to the north, Capital Circle Southwest to the east, the railroad right-of-way to the south, and Aenon Church Road to the west (Attachment #1). The TAPC met 15 times, including hosting an Open House at Tallahassee Community College to receive comments from area residents and businesses.

On March 12, 2002, the findings and final recommendations of the TAPC were presented to the Board for acceptance and approval (Attachment #2). The Board voted to schedule a workshop to address the TAPC recommendations. On April 30, 2002, the Board conducted a workshop on the findings and recommendations of the TAPC. The Board approved the ratification of actions at the Gum Road TAPC Workshop on May 28, 2002 (Attachment #3).

On April 24, 2007, a status report on implementation of the TAPC recommendations was presented to the Board for acceptance (Attachment #4). The Board directed staff to place a priority on funding items identified by the TAPC. On July 10, 2007, the Board's ratification of the preliminary FY 2007/2008 budget workshops included funding for the Aenon Church Road sidewalk and the FEMA Flood Map Revision study.

The Board authorized an amendment to the Gum Road Target Area Master Plan on April 27, 2010 to assist Blueprint 2000 with permitting for the Capital Circle NW/SW – Segment 1 widening. The amendment was subsequently revoked on May 11, 2010 when an alternative location to compensate for the roadway wetland impacts was accepted by state and federal permit agencies.

On May 25, 2010, the Gibby Family Trust's offer to donate land for a joint stormwater facility in the TPA was presented to the Board (Attachment # 5). Staff were provided initial funding and directed to return with the written agreement for the donation.

On November 4, 2014, the Penny Sales Tax Extension was approved by the local community. The Westside Student Corridor Gateway Project, with an estimated cost of \$30 million, was included in the Interlocal Agreement executed between the City of Tallahassee and Leon County.

### **Analysis:**

The recommendations of the Gum Road TAPC, accepted by the Board, generally address four areas: (A) Land Use/Concurrency/Zoning; (B) Water and Sewer; (C) Transportation; and (D) Stormwater. As summarized below, the goals of all of the recommendations approved by the Board have been achieved or are underway, either as originally envisioned or through alternative means. Over \$91.4 million in infrastructure projects associated with these recommendations have been completed or are currently underway.

**(A) Land Use/Concurrency /Zoning Recommendations:**

***1. Waive development fees for Comp Plan amendments, rezoning, subdivision, site plans and permit fees for developments within the Target Area***

**Status – Completed:** This recommendation of the Gum Road TAPC has been fully implemented.

**Discussion:** Staff refunded all applicable application fees associated with development proposals, Comprehensive Plan amendments, and rezoning requests inside the Target Area that were collected subsequent to the Board's action in May 2002. Approximately \$31,000 was refunded to applicants within the Target Area. To ensure ongoing implementation, staff modified the County's permit enforcement and tracking software (PETS) to indicate that, consistent with Board direction, all fees identified in the recommendation are still being waived. However, the following fees associated with development activities, which were not recommended for waiver, are not, and will not be waived: (1) building permit fees, (2) environmental permit violations, and (3) environmental mitigation fees. Pursuant to Section 553.80(7), Florida Statutes, building permit fees must be consistently applied.

***2. Adopt a Western Strategy for the Target Area as shown in text amendment and map amendment***

**Status – Completed:** The goals outlined in the TAPC's recommendations have been achieved without a Comprehensive Plan amendment to establish a "Western Strategy."

**Discussion:** Substantial public infrastructure investments in the area have addressed, and are continuing to address, the goals TAPC contemplated by its recommended "Western Strategy." Relevant, recent public infrastructure investments, which will facilitate development opportunities consistent with the goals of the TAPC's recommendations, include the extension of central sewer service into the Target Area, along with roadway capacity enhancements currently underway. Therefore, the previously contemplated Comprehensive Plan amendment to establish a "Western Strategy" (generally similar to the Southern Strategy currently in the Comprehensive Plan) has not been pursued as the goals are otherwise being achieved, including some provision of central water and sewer.

***3. Research the feasibility of implementing an Enterprise Zone for the Target Area***

**Status - Completed:** Research as to the feasibility of implementing an Enterprise Zone (EZ) for the target area has been completed and previously reported upon.

**Discussion:** Staff researched the feasibility of implementing an EZ in the Gum Road Target Area, as well as other applicable County economic development programs, and found that establishing such an EZ is not feasible at this time. The County has one designated EZ. An EZ designation or expansion would require a statutory amendment by the Florida Legislature. Because of legal size and population limitations, the addition of any new area to the existing EZ would require a like area to be removed from the EZ.

**4. *Explore the application of Transfer of Development Rights (TDR) allowing for the transference of development rights within the Target Area***

**Status - Completed:** The issue of transferring development rights within the Target area has been researched, and the Board has directed staff not to proceed with such action, and established the GRACE program.

**Discussion:** Staff conducted a workshop with the Board on this issue on February 25, 2003. The workshop explored the concept of a TDR program with (a) "sending" parcels being environmentally sensitive areas within the Upper St. Marks River Basin, and (b) the "receiving" area being the Gum Road Target Area. Due to the lack of a perceived market demand for such development rights, the Board voted not to proceed with implementing the TDR program. Subsequently, Leon County established the Greenspace Reservation Area Credit Exchange (GRACE) program. In general, the GRACE program provides the ability for developers within the Urban Services Area (USA) of unincorporated Leon County to increase the developable area of a project by reducing the amount of area on their project site that must be committed to landscaping or to natural area if the areas are not preservation features. In exchange, the developer is required to convey to the County other environmentally sensitive lands, specifically flood prone lands that are vested or allowed to be developed.

**5. *Monitor economic development in the Target Area for compliance with the Targeted Business Pilot Program***

**Status – completed ongoing** monitoring, consistent with the TAPC's recommendation, has been fully implemented.

**Discussion:** Staff monitors economic development in the Gum Road Target Planning Area for compliance with the Targeted Business Pilot Program, as well as other applicable County economic development programs. The County's Targeted Business Pilot Program provides property tax credit to new businesses that are anticipated to create jobs at a specific income level. Staff also continues to monitor businesses for economic development potential in Leon County. On occasion, staff meets with the Economic Development Council (EDC). At the most recent meeting, DSEM staff provided the EDC with maps of the Gum Road TPA and copies of an incentive brochure to assist in economic development efforts. The EDC is aware of these programs, including the fee waivers, for projects in the Gum Road TPA.

**(B) Water/Sewer Recommendations:**

**1. *Construct the sewer extension along Gum Road to Aenon Church Road***

**Status – Completed**

**Discussion:** The Gum Road sewer line extension was completed in Fall 2005, at an approximate cost of \$750,000, and is available for proposed development along Gum Road and other areas within the Target Area.

**2. *Investigate grants or other funding sources to pay water and sewer tap fees for single family residences***

**Status – Completed**

**Discussion:** As previously reported, staff investigated the potential of receiving grants for water and sewer connection fees (tap fees) in 2002, and none were available. The City of Tallahassee does have a low-interest loan program for qualified applicants to assist with the costs associated with water and sewer connection fees. No additional programs have been identified.

**(C) Transportation Recommendations:**

**1. *Widening of Capital Circle NW and SW from I-10 south to Highway 20***

**Status – Completed and Under Construction**

**Discussion:** The widening of Capital Circle NW, from US Highway 90 west to I-10, was completed for a construction cost of \$25.5 million. The widening of Capital Circle SW from US Highway 90 to Orange Avenue is underway with a construction cost of \$58.9 million.

**2. *Intersection improvement at Highway 90 West (Tennessee Street) and Capital Circle***

**Status – Completed**

**Discussion:** The intersection improvement at US Highway 90 and Capital Circle was completed in conjunction with the Capital Circle NW widening project previously noted.

**3. *Intersection improvement at Highway 20 and Capital Circle Southwest***

**Status – Completed**

**Discussion:** The north-south intersection improvements at Capital Circle SW and Highway 20 are complete at a cost of \$2.1 million. This portion of the project was completed as a component of the required off-site traffic impact mitigation by the Southwood Development of Regional Impact. The east-west intersection improvement will be completed in conjunction with the Capital Circle SW widening project previously noted.

**4. *Comprehensive Plan text amendment for the Target Area that extends concurrency from three to ten years***

**Status – Completed**

**Discussion:** The Board approved an amendment to the Comprehensive Plan to provide for a 10-year concurrency provision for certain segments of Capital Circle, north of US Highway 90. This provided a bridge to allow development in the interim, until Capital Circle (both SW and NW) capacity improvements were moved into the first three years of the approved CIP. Currently, the recent improvements completed and under construction (i.e. Capital Circle NW and SW) greatly increase roadway capacity and increase the marketability of the Gum Road TPA. Good roadway access is important to businesses when finding a location.



**5. *Installation of a sidewalk on Aenon Church Road***

**Status – Completed**

**Discussion:** The Aenon Church Road sidewalk project was delayed by stormwater and right-of-way issues. The project was completed in October 2009 at a final cost of \$347,185.

**(D) Stormwater Recommendations:**

**1. *Revision of the FEMA flood plain map within the TPA***

**Status – Completed and Ongoing**

**Discussion:** Staff estimated the cost of a FEMA flood plain map revision study at \$250,000. An attempt was made to include this study within the planning and design process for the transportation improvement projects in the area. However, due to the timetables involved with the road projects, this was not accomplished. A FEMA flood plain map revision study was completed in 2010 but not submitted to FEMA as part of the negotiations with the Gibby Family Trust. With the recent improvements to the area, the study will be updated to reflect the Capital Circle Widening and submitted for FEMA approval.

**2. *Implementation of Alternative 6 or Alternative 6A***

**Status – Completed (greater stormwater mitigation being achieved through construction of facilities not anticipated by the TAPC)**

**Discussion:** Substantially greater floodplain reductions within the Target Area are expected to be achieved through projects that have been completed, or that are underway, than with the projects previously recommended.

- a) The stormwater project known as “Alternative 6” has been partially completed through the FDOT/Leon County/Blueprint 2000 Joint Project Agreement for the stormwater management facility constructed near the intersection of Highway 90 (Tennessee Street) and Capital Circle NW. This facility, equivalent to TAPC Pond 2, is part of Martha Wellman Park. Additionally, the Capital Circle NW/SW Widening Project currently under construction incorporates a bridge and additional culverts, which were not evaluated in the original Gum Road Target Area Master Plan, while it does incorporate a portion of TAPC Pond 3.
- b) The Westside Student Corridor Gateway Project, which will be developed as part of the Penny Sales Tax Extension, will improve the drainage downstream of the Target Area, consequently reducing the floodplain to a greater extent than a construction project on the Gibby Family Trust property.
- c) Additionally, the City of Tallahassee is developing a stormwater treatment project north of Mission Road, which is anticipated to further reduce flows in the West Drainage Ditch as well.

In May 2010, the Board authorized staff to pursue the Gibby Family Trust offer to donate the TAPC Pond 3 site, the previously recommended stormwater facility at Gum Road. However, in light of the projects identified above, and the following considerations, staff recommends that Leon County discontinue its efforts to construct a stormwater facility on the TAPC Pond 3 site, and discontinue discussions with the Gibby Family Trust for the donation of said site.

- a) A joint project is no longer feasible, due to the limited amount of property offered as a donation and expense considerations. A draft Joint Project Agreement was submitted to the Gibby Family Trust for review in September 2010, with a follow-up in December 2010. The Gibby Family Trust requested additional County concessions with each exchange of the draft agreement.
- b) Greater floodplain reductions are anticipated with the projects already constructed or underway, as previously discussed, than would have been reasonably realized through construction on the TAPC Pond 3 site.

**Options:**

1. Accept the final status report regarding the implementation of the Gum Road Target Area Planning Committee's recommendation.
2. Direct staff to discontinue efforts to construct a stormwater facility on the TAPC Pond 3 site, and to discontinue efforts to gain ownership of said site.
3. Board direction.

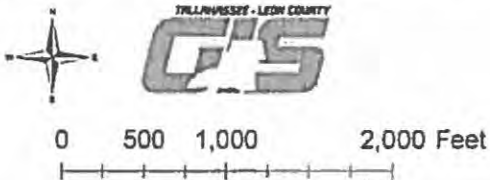
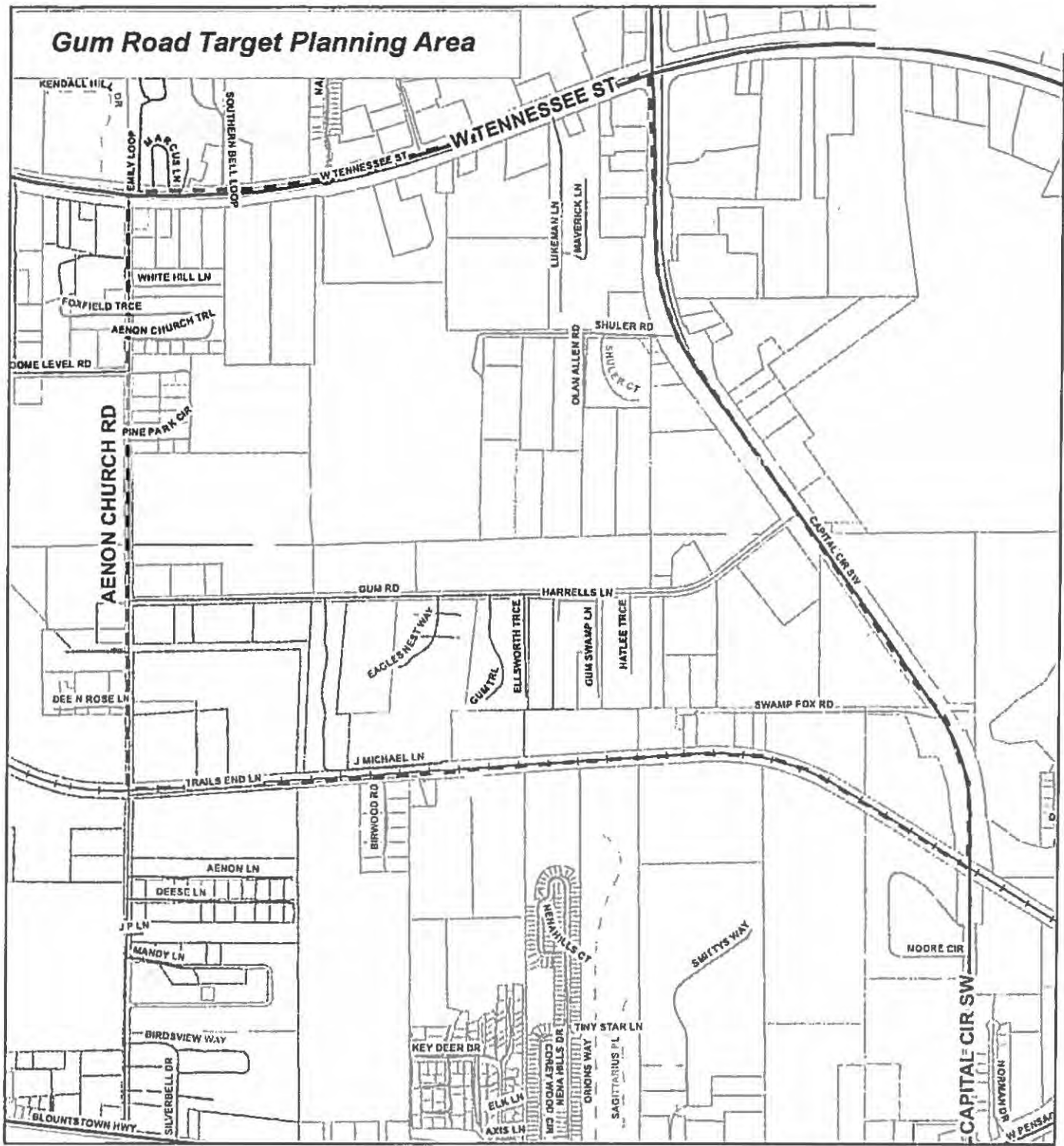
**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Map of the Gum Road Target Area
2. March 12, 2002 Board of County Commissioners Agenda Request - Gum Road Target Area Planning Committee Final Report and Recommendations
3. May 28, 2002 Board of County Commissioners Agenda Request – Ratification of Actions Taken at the Gum Road Target Area Planning Committee Workshop
4. April 24, 2007 Board of County Commissioners Agenda Request - Acceptance of the Status Report on the Implementation Gum Road Target Area Planning Committee Recommendations
5. May 25, 2010 Board of County Commissioners Agenda Request – Authorization to Negotiate for Land Donation for the Gum Road Target Area Master Plan and Appropriate Preliminary Project Funding

### Gum Road Target Planning Area



	Streets		Target Area
	Proposed Streets		Parcel
	Railroad		Water Body

**DISCLAIMER**  
 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.

[Back](#)[Print](#)

## Board of County Commissioners Agenda Request 18

Date of Meeting: March 12, 2002

Date Submitted: March 7, 2002

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator  
Michael C. Willett, Public Works Director

Subject: Gum Road Target Area Planning Committee Final Report and Recommendations

### Statement of Issue:

The Target Area Planning Committee (TAPC) for the Gum Road Solid Waste Transfer Facility presents its findings and final recommendations for Commission acceptance and approval.

### Background:

The Target Area Planning Committee consisted of seven citizens, each appointed by a Commissioner, the Public Works Director and the Solid Waste Division Director. The staff person assigned to assist the committee is Nancy Paul, Community Services Specialist.

<b>Committee Member</b>	<b>Appointed By:</b>
Annie Barber	Commissioner Proctor
Paul Byrd	Commissioner Grippa
Waldo Kinsey	Commissioner Sauls
Scott Matteo	Commissioner Rackleff
Harold Palmer	Commissioner Winchester
Rick Singletary	Commissioner Thael
John Schmook	Commissioner DePuy
Mike Willett	
Jud Curtis	

The mission of the TAPC is to address the impact of siting the Solid Waste Transfer Facility in the Target Area. The Target Area is surrounded by US Highway 90 to the north, Capital Circle Southwest to the east, the railroad right-of-way to the south and Aenon Church Road to the west (Attachment #1). The TAPC originated from a recommendation of the Site Development Review Committee and a citizens' committee appointed by the Commission to address site specific issues related to the design and development of the Transfer Facility. The TAPC has met fifteen times since June 13, 2001, including hosting an Open House to receive comments from area residents and businesses. The TAPC received input from professionals in Land Use, Zoning, Stormwater, Utilities, Environmental features and Transportation.

**Analysis:**

The findings and recommendations of the TAPC are as follows:

**Land Use/Concurrency/Zoning**

The Gum Road Target Planning Area (TPA) is generally the area defined on the south by Gum Road, on the north by West Tennessee (US 90), on the west by Aenon Church Road, and on the east by Capital Circle Southwest. The Gum Road TPA is located entirely within the unincorporated County. The area comprises approximately 341 acres, and includes six zoning district classifications. These zoning districts include three primarily residential classifications which are R-3 (single and two-family residential district), R-5 (standard design manufactured home and single detached residential district), and MH (standard design manufactured home park district). The remaining three zoning districts are nonresidential classifications which include CP (commercial parkway district), I (industrial district and future land use map designation), and M-1 (light industrial district). The following analysis shows the acreage of the various zoning district classifications found in the Gum Road TPA along with the overall percentage of the study area.

**Gum Road Target Planning Area  
Zoning District Classifications**

<u>Zoning District</u>	<u>TPA Acreage</u>	<u>Percentage of TPA</u>
R-3	87	26%
R-5	34	10%
MH	25	7%
CP	132	39%
I*	13	4%
M-1	<u>50</u>	<u>14%</u>
Total 341 Acres		100%

\*I (Industrial) is also a Comprehensive Plan Future Land Use Map designation

\*\*All averages are approximate based on GIS analysis of the County's Tax Parcel Maps.

The availability of adequate public facilities to serve new development and redevelopment at a specified level of service (LOS) as established in the

Comprehensive Plan is regulated and monitored through the implementation of the County's Concurrency Management System. Apart from the environmental regulation and protection issues associated with the Gum Creek Watershed, the future development and redevelopment potential of the Gum Road TPA is largely dependent upon the availability of adequate public facilities. This is especially important with regard to the availability of central water and sewer services and roadway capacity on the primary arterial and collector roadway system that serves to provide access to the Gum Road TPA.

Currently, central sewer service from the City of Tallahassee is available to the north and east of the Gum Road TPA within the corporate limits of the City. Additionally, limited City sewer infrastructure has been installed to support a planned mobile home park near the intersection of Capital Circle Southwest and West Tennessee Street. However, the mobile home park did not develop. Instead, the proposed land use has been subsequently replaced by other uses, and the central sewer infrastructure has not been utilized.

Transportation access to the Gum Road TPA is provided directly by the four major roadways that form the boundary of the study area. These roadways include two principal arterials (Capital Circle Southwest and West Tennessee Street), a major collector (Aeon Church Road), and a minor collector (Gum Road).

Presently, Capital Circle Southwest from West Tennessee Street to Blountstown Highway (SR 20) does not have adequate roadway capacity at the adopted LOS to support development (either residential or nonresidential) at any significant density or intensity within the Gum Road TPA. This is also the situation for the roadway segment of Capital Circle NW from West Tennessee to I-10. Intersection improvements at US 90/Capital Circle Southwest and Capital Circle Southwest/Highway 20 that were required to mitigate the offsite traffic impacts associated with the Southwood project will moderately enhance the LOS on this segment of Capital Circle Southwest. However, the LOS on these roadway segments will only be significantly enhanced with the addition of lanes on these facilities.

Additional roadway capacity on the presently deficient segments serving the Gum Road TPA will only provide for moderate levels of both residential and nonresidential development and redevelopment without the availability of central water and sewer service as noted above. Because this area is located within the Comprehensive Plan's designated Urban Service Area (USA), development potential in advance of adequate urban services (particularly central water and sewer) is limited. Nonresidential development is limited to 2,500 square feet per site and residential development is limited to a density of one unit per acre.

Therefore, the availability of adequate public facilities at USA levels, if provided to the Gum Road TPA, will eliminate one of the primary barriers to development and redevelopment that currently exist within the study area. This is specifically the situation for those properties that are designated CP (Commercial Parkway) and located adjacent to West Tennessee Street (US 90) and Capital Circle Southwest.

**Land Use/Concurrency/Zoning Recommendations:**

1. Waive development fees for Comp Plan amendments, rezoning, subdivision, site plans and permits for developments within the Target Area.
2. Adopt a Western Strategy for the Target Area as shown in Text Amendment and map amendment (Attachment #2).
3. Research the feasibility of implementing an Enterprise Zone for the Target Area.
4. Explore the application of Transfer of Development Rights (TDR) allowing for the transference of development rights within the Target Area.

### **Water and Sewer**

The TPA is located within the USA which is intended to provide for the orderly expansion of water and sewer. Currently, City water is available throughout the TPA but sewer access is limited to a few parcels situated along West Tennessee Street.

The City had previously included in its CIP, a proposed sewer extension to serve the Gum Road area. However, in 1999 the City removed the Gum Road sewer extension from the list of proposed projects, in part based on an increase in the Federal Emergency Management Agency (FEMA) flood elevations for the area. The increased flood elevation reduced the buildable area and the economic potential of the sewer extension. As such, the TAPC's recommendation to review the FEMA flood plain map, as well as traffic concurrency, should further the economics of a sewer extension.

A preliminary sewer extension plan has been presented to the TAPC. The plan (Attachment #3) was prepared by the City and provides for a sewer extension from the Transfer Facility along Gum Road to the Aeon Church Road intersection. The proposed extension includes approximately 3000 feet of either 8 or 10-inch gravity sewer and approximately 3000 feet of 21-inch gravity sewer. As proposed, the 21-inch gravity line would include capacity to handle flows from an existing force main serving development along West Tennessee Street which is near capacity. The additional capacity will also serve new development west of Capital Circle and north of West Tennessee Street including Northwest Passage and Hopkins Crossing. The City estimates the County's cost at \$420,000 plus engineering and permitting costs.

### **Water/Sewer Recommendations:**

1. Construct the sewer extension along Gum Road to Aeon Church Road.
2. Investigate grants or other funding sources to pay water and sewer tap fees for single family residences.

### **Transportation**

When the citizens of Tallahassee/Leon County approved the extension of the One Cent Local Option Sales Tax and the Blue Print 2000 (BP2K) list of transportation, stormwater and greenway improvements contained in the BP2K report, the widening of Capital Circle Northwest, Southwest and the intersections at West Tennessee Street, Highway 20/Blountstown Highway and Jackson Bluff Road were included in that list as top priorities.

The TAPC wants the above noted projects and the two projects shown below to remain as top priorities. The Gum Road intersection improvement is a collaborative effort between FDOT and Leon County. The upcoming Tharpe Street Corridor Study is a County initiative.

Attachment #4 is a Transportation Improvement Matrix that shows the existing project phase and funding status of the existing sales tax and sales tax extension projects impacting the Gum Road target planning area.

The TAPC understands that the ability to achieve the committee's desired priority is contingent upon advanced funding and possible bonding of the BP2K transportation projects. Therefore the TAPC supports these funding efforts and any other funding scenario that guarantees the desired priority. To accomplish the TAPC priority list, the committee recommends advance funding the Capital Circle Southwest, Highway 90 to Highway 20 planning, design and engineering and right-of-way acquisition phases such that the project will be ready to bid when Blue Print 2000 monies become available in 2004.

The TAPC recommends a Comprehensive Plan text amendment for the Target Area (Attachment #2) that extends concurrency from three to 10 years. The City and County recently adopted the Target Business Pilot Program, which reimburses certain businesses based on criteria related to job creation and salaries. This program should be used to place additional emphasis on locating businesses in the Target Area. The success of this program in stimulating development in the Target Area should be monitored.

The TAPC has also reviewed the possibility of a sidewalk along Aenon Church Road. It is apparent from the path along portions of the road that people are using this for pedestrian travel. The north portion of the road has residential units located along the road on private streets that connect to Aenon Church Road. According to residents, it is important to note that because of the industrial uses located south of Gum Road, this road is heavily used by trucks.

#### **Transportation Recommendations:**

1. Widening of Capital Circle Northwest and Southwest from I-10 south to Highway 20.
2. Intersection improvement at Highway 90 West (Tennessee Street) and Capital Circle.
3. Intersection improvement at Highway 20 and Capital Circle Southwest.
4. Comprehensive Plan Text Amendment language that extends concurrency from three to ten years (Attachment #2).
5. Installation of a sidewalk on Aenon Church Road.

#### **Stormwater**

In February 2000, the Leon County Board of County Commissioners (BCC) approved the siting of the Gum Road Solid Waste Transfer Station (SWTS) in the Gum Creek



Watershed. An area within the watershed surrounding the SWTS was established as a study area and is referred to as the Target Planning Area (TPA).

Leon County contracted with Camp Dresser & McKee Inc. (CDM) in May 2001 to develop a comprehensive scope of services needed to define the necessary components of a watershed management program for Gum Creek and to address recommendations of the TAPC (Phase 1). Leon County subsequently contracted with CDM (September 2001) to perform a portion of the defined Gum Creek Watershed Management Program including stormwater model update and development and ranking of alternative designs for stormwater management (Phase 2).

During development of the alternative designs, CDM met with the TAPC three times during their regular meetings to discuss various aspects of the project. At the first meeting, CDM presented the Committee with twelve potential candidate sites for retrofit facilities. The TAPC provided valuable input and suggestions during the screening process of the candidate sites. Subsequent to this process, six stormwater management design alternatives were developed, evaluated and presented to the TAPC. The design alternatives were ranked based upon selected criteria including flood control, water quality benefit, environmental impact and costs. In January 2002, CDM prepared a draft of the Gum Creek Watershed Management Program - Phase 2 Letter Report for the TPAC. Following the report submission a seventh design alternative was added by the TAPC for consideration. The final report will be completed by CDM within the next week and distributed under separate cover.

The seven design alternatives developed to address stormwater management within the watershed consist of stormwater ponds and/or a diversion channel. Single or multiple stormwater ponds ranging in size from 13 to 40 acres were considered to reduce flooding and provide water quality benefits within the watershed. A diversion channel linking Gum Creek to Gum Swamp was also considered to reduce flooding primarily within the TPA.

The top ranked alternative (Alternative 6) consists of two stormwater ponds (13- and 20-acres) located within the TPA and the diversion channel linking Gum Creek to Gum Swamp. Relatively high levels of flood reduction and water quality benefits are provided by this alternative.

The second ranked alternative (Alternative 4) consists of the two stormwater ponds found in Alternative 6, but does not include the diversion channel. Moderate flood reduction and high water quality benefits are provided by this alternative. The third ranked alternative (Alternative 6A) consists only of the diversion channel (without the ponds). High levels of flood reduction and low water quality benefits are provided by this alternative.

Following completion of the alternative analysis, the TAPC also requested that CDM perform an analysis of the lateral floodplain benefits provided by Alternatives 6 and 6a. This mapping effort is currently being performed by the preparation of comparison peak stage maps between the existing (hydraulic) conditions and alternative peak stages using the two-foot aerial topography provided by the County. This analysis has not yet been completed.

Based on comparisons of stage recorder data and high water marks survey following Tropical storm Allison (June 2000) to the effective FEMA 100-year flood elevations in the Gum Swamp area, a FEMA floodplain map revision may be feasible for Gum Swamp and portions of Gum Creek within the TPA. The rainfall and intensity produced by Tropical Storm Allison were similar to the 100-year design storm.

A FEMA map revision in the Gum Creek Watershed would support planned development within the TPA and would likely facilitate the development of related infrastructure.

It should be noted that since the Gum Creek Watershed drains to the West Ditch, a FEMA map revision for Gum Creek would be dependent upon the effective FEMA 100-year flood elevation of the West Ditch. To revise the FEMA flood map for Gum Creek, the FEMA flood elevation for the West Ditch will likely need to be revised as well.

#### **Stormwater Recommendations:**

1. Revision of the FEMA floodplain map within the TPA.
2. Implementation of Alternative 6 or Alternative 6A.

#### **Funding Mechanisms**

The TAPC did not make a specific recommendation for funding the various projects. In several instances, primarily the highway projects, the funding sources have been designated and the TAPC's recommendations focused on the schedule. The roadway improvements also include stormwater projects intended to reduce flooding and improve water quality. Intersection improvements at Gum Road and Capital Circle are included in the Transfer Station project as is the cost of extending sewer to the transfer station site. Funds are also budgeted annually for sidewalks.

The two major projects recommended by the TAPC for which funding has not been identified are the revision to the FEMA flood plain map and the sewer extension along Gum Road. There are several possible scenarios for the sewer extension. The City could agree to fund this segment as a one time impact fee which would be consistent with impact fees for the power plant expansion in St. Marks. The County could advance fund this segment and then recover the cost from future connections. Another option would be constructing the extension at such time as the City constructs the sewer from pump station 90 on West Tennessee street to the transfer station sewer line and then fund the extension for the western portion of Gum Road. Implementation of recommended land-use and concurrency policies and revision to the FEMA map could also enhance the economic justification for the sewer extension.

The final recommendation for revising the FEMA flood plain map does not as yet have a cost estimate or funding source; however, the benefits from the study could include increased property values and corresponding revenue, and design enhancement for the stormwater systems to be constructed in conjunction with the widening of Capital Circle through Gum Swamp.

Staff recommends Board acceptance of the TAPC report and recommendations and that the Board direct staff to develop an implementation plan for the TAPC recommendations which include additional funding sources.

**Options:**

1. Accept TAPC Report and recommendations and direct staff to develop an implementation plan to include any additional funding sources.
2. Schedule Commission Workshop to address TAPC recommendations.
3. Request additional work from TAPC.
4. Board Direction.

**Recommendation:**

Option 1.

**Attachments:**

1. Map of Target Area
2. Proposed Text Amendment to Comp Plan
3. Proposed Sewer Extension
4. Traffic Matrix

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## Board of County Commissioners Agenda Request 24

Date of Meeting: May 28, 2002

Date Submitted: May 23, 2002

To: Honorable Chairman and Members of the Board  
From: Parwez Alam, County Administrator  
Michael C. Willett, Public Works Director  
Subject: Ratification of Actions Taken at the Gum Road Target Area Planning Committee Workshop

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### **Statement of Issue:**

This item seeks Board approval to ratify actions taken at the April 30, 2002 Workshop on the Gum Road Target Area Planning Committee (TAPC) Final Report and Recommendations.

### **Background:**

The Board of County Commissioners (BCC) held a Workshop on April 30, 2002. The purpose of this workshop was to provide the Commission with information and options concerning infrastructure improvements within and surrounding the Solid Waste Transfer Facility and Gum Swamp.

The mission of the TAPC was to address impacts of siting the Solid Waste Transfer Facility in the Target Area. The Target Area is surrounded by US Highway 90 to the north, Capital Circle SW to the east, the railroad right-of-way to the south and Aeon Church Road to the west. The TAPC originated from a recommendation of the Site Development Review Committee, also a citizens committee appointed by the Commission to address site specific issues related to the design and development of the Transfer Facility. The TAPC has met fifteen times since June 13, 2001, including hosting an Open House to receive comments from area residents and businesses. The TAPC received input from professionals in Land Use, Zoning, Stormwater, Utilities, Environmental features and Transportation.

### **Analysis:**

At the Workshop, Scott Matteo and Waldo Kinsey, representing the TAPC, presented

summary findings and recommendations for improvements. The Board unanimously accepted the recommendations of the TAPC regarding four areas:

- Land Use/Concurrency/Zoning
- Water & Sewer
- Transportation
- Stormwater

along with potential funding mechanisms to facilitate their recommendations.

The recommendations made by the TAPC at the Commission Workshop were:

**Land Use/Concurrency /Zoning Recommendations:**

Waive development fees for Comp Plan amendments, rezoning, subdivision, site plans and permit fees for developments within the Target Area

Adopt a Western Strategy for the Target Area as shown in Text Amendment and map amendment

Research the feasibility of implementing an Enterprise Zone for the Target Area

Explore the application of Transfer of Development Rights (TDR) allowing for the transference of development rights within the Target Area

Monitor economic development in the Target Area for compliance with the Targeted Business Pilot Program.

**Water/Sewer Recommendations:**

Construct the sewer extension along Gum Road to Aenon Church Road.

Investigate grants or other funding sources to pay water and sewer tap fees for single family residences.

**Transportation Recommendations:**

Widening of Capital Circle NW and SW from I-10 south to Highway 20

Intersection improvement at Highway 90 West (Tennessee Street) and Capital Circle

Intersection improvement at Highway 20 and Capital Circle Southwest

Comprehensive Plan text amendment for the Target Area that extends concurrency from three to ten years

Installation of a sidewalk on Aenon Church Road

**Stormwater Recommendations:**

Revision of the FEMA flood plain map within the TPA

Implementation of Alternative 6 or Alternative 6A

**Funding mechanisms**

The TAPC did not make a specific recommendation for funding the various projects. In several instances, primarily the highway projects, the funding sources have been designated and the TAPC's recommendations focused on the schedule. The roadway improvements also included stormwater projects intended to reduce flooding and improve water quality. Intersection improvements at Gum Road and Capital Circle are included in the Transfer Station project as is the cost of extending sewer to the Transfer Station site. Funds are also budgeted annually for sidewalks.

The two major projects recommended by the TAPC for which funding has not been identified are the revision to the FEMA flood plain map and the sewer extension along Gum Road. There are several possible scenarios for the sewer extension. The City could agree to fund this segment as a one time impact fee which would be consistent with impact fees for the power plant extension in St. Marks. The County could advance fund this segment and then recover the cost from future connections. Another option would be constructing the extension at such time as the City constructs the sewer from pump station 90 on West Tennessee Street to the Transfer Facility sewer line and then fund the extension for the western portion of Gum Road. Implementation of recommended land-use and concurrency policies and revision to the FEMA map could also enhance the economic justification of the sewer extension.

A cost estimate for the final recommendation for revising the FEMA flood plain map is being developed by CDM. A funding source for the FEMA map amendment has not been identified, however, the benefits from the study could include increased property values and corresponding revenue and design enhancement for the stormwater systems to be constructed in conjunction with the widening of Capital Circle through Gum Swamp.

**Options:**

1. Ratify the actions taken by the Board at the April 30, 2002 Gum Road Target Area Planning Committee Workshop
2. Do not ratify the actions taken by the Board at the April 30, 2002 Gum Road Target Area Planning Committee Workshop
3. Provide other direction to staff

**Recommendation:**

Option # 1.

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## Board of County Commissioners Agenda Request 29

Date of Meeting: April 24, 2007

Date Submitted: April 18, 2007

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator  
Vincent S. Long, Deputy County Administrator  
Alan Rosenzweig, Assistant County Administrator  
David McDevitt, Growth and Environmental Management Director  
Tony Park, P.E., Public Works Director

Subject: Acceptance of the Status Report on the Implementation Gum Road Target Area Planning Committee Recommendations

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**Statement of Issue:**

This item requests Board acceptance of a status report on the implementation of the Gum Road Target Area Planning Committee recommendations.

**Background:**

Subsequent to the siting of the County's Solid Waste Transfer Facility on Gum Road, the Board appointed a seven member citizen's committee, the Target Area Planning Committee (TAPC), to review the Target Area and, with assistance from County staff, provide recommendations to the Board to address the anticipated impact of the Facility on the Target Area. The Target Area is surrounded by US Highway 90 to the north, Capital Circle Southwest to the east, the railroad right-of-way to the south, and Aenon Church Road to the west (Attachment #1). The TAPC met fifteen times, including hosting an Open House at Tallahassee Community College to receive comments from area residents and businesses.

On March 12, 2002, the findings and final recommendations of the TAPC were presented to the Board for acceptance and approval (Attachment #2). The Board voted to schedule a workshop to address the TAPC recommendations. On April 30, 2002, the Board conducted a workshop on the findings and recommendations of the TAPC. The Board approved the ratification of actions at the Gum Road TAPC Workshop on May 28, 2002 (Attachment #3).

**Analysis:**

The recommendations of the Gum Road TAPC, accepted by the Board, generally address four areas: Land Use/Concurrency/Zoning; Water and Sewer; Transportation; and Storm water. Following is an overview of the Gum Road TAPC recommendations for each of the four areas and a current status report for each item. Most of these recommendations have either been fully implemented or continue to be monitored. Over \$86.5million in infrastructure projects associated with these recommendations have been completed or are currently underway.

However, an administrative oversight resulted in the collection of certain permit fees which were supposed to be waived, pursuant to one of the TAPC recommendations. Upon realizing this oversight, staff has implemented an automated solution that is promptly refunding approximately \$31,000 to 20 customers.

**Land Use/Concurrency /Zoning Recommendations:*****Waive development fees for Comp Plan amendments, rezoning, subdivision, site plans and permit fees for developments within the Target Area***

Because of an administrative oversight, this recommendation had not been fully implemented prior to March 2007. However, staff has fully implemented this recommendation of the Gum Road TAPC. Staff has initiated the refunding of all applicable application fees associated with development proposals, Comprehensive Plan amendments, and rezoning requests inside the Target Area that were collected subsequent to the Board's action in May of 2002. Approximately \$31,000 is currently being refunded to applicants within the Target Area. The individual refunds will be accompanied by a letter from the County Administrator (Attachment #4). To ensure ongoing implementation, staff has modified the County's permit enforcement and tracking software (PETS) to indicate that future development application fees inside the Gum Road Target Area are to be waived, based on Board direction. Fees associated with environmental permit violations and any required mitigation plans are not being waived.

All fees identified in the recommendation are being waived. Other fees associated with development activity that were not recommended will not be waived. For example, building permitting fees inside the Target Area are not being waived. Pursuant to Section 553.80(7), Florida Statutes, building permit fees must be consistently applied (Attachment #5).

***Adopt a Western Strategy for the Target Area as shown in text amendment and map amendment***

With the recent extension of central sewer service into the Target Area, along with the roadway capacity enhancements currently underway, it is anticipated that these substantial public infrastructure investments will facilitate development opportunities consistent with the goals of an adopted strategy. Therefore, staff has not pursued the Comprehensive Plan amendment because the primary goals outlined by the Committee in their recommendation have been facilitated by the public infrastructure investment in the area. As of the date of this item, the Gum Road TAPC recommendations



concerning amendments to the County's Comprehensive Plan to establish a "Western Strategy" (generally similar to the Southern Strategy currently in the Comprehensive Plan), have not been implemented.

***Research the feasibility of implementing an Enterprise Zone for the Target Area***

Staff continues to monitor and research the issue of implementing an Enterprise Zone in the Gum Road Target Area, as well as other applicable County economic development programs. Currently, the County has one designated Enterprise Zone. An Enterprise Zone (EZ) designation or expansion would require a statutory amendment by the Florida Legislature. Because of legal size and population limitations, the addition of any new area to the existing EZ would require a like area to be removed from the EZ.

***Explore the application of Transfer of Development Rights (TDR) allowing for the transference of development rights within the Target Area***

Staff conducted a workshop with the Board on this issue on February 25, 2003 (Attachment #6). The workshop explored the concept of a TDR program with "sending" parcels being environmentally sensitive areas within the Upper St. Marks River Basin, and the Gum Road Target Area as the "receiving" area. Due to the lack of a perceived market demand for such development rights, the Board voted not to proceed with implementing a TDR program in the County.

***Monitor economic development in the Target Area for compliance with the Targeted Business Pilot Program***

Staff continues to monitor economic development in the Gum Road Target Planning Area for compliance with the Targeted Business Pilot Program, as well as other applicable County economic development programs. The County's Targeted Business Pilot Program provides property tax credit to new businesses that are anticipated to create jobs at a specific income level.

**Water/Sewer Recommendations:**

***Construct the sewer extension along Gum Road to Aeon Church Road***

The Gum Road sewer line extension was completed in the fall of 2005, at an approximate cost of \$750,000, and is available for proposed development along Gum Road and other areas within the Target Area.

***Investigate grants or other funding sources to pay water and sewer tap fees for single family residences***

In 2002, staff investigated the potential of receiving grants for water and sewer connection fees (tap fees), but there were none available at that time. The City of Tallahassee does have a low-interest loan program for qualified applicants to assist with the costs associated with water and sewer connection fees.

**Transportation Recommendations:*****Widening of Capital Circle NW and SW from I-10 south to Highway 20***

The widening of Capital Circle NW, from US Highway 90 west to I-10, is currently in progress and is anticipated to be completed this summer. The contract cost of this construction is \$25.5 million. The widening of Capital Circle SW, from US Highway 90 to SR 20, is approaching 60% design completion stage. This project is funded by Blueprint 2000 in FY 2008 and FY 2009 for construction at an estimated cost of \$58.2 million.

***Intersection improvement at Highway 90 West (Tennessee Street) and Capital Circle***

The intersection improvement at US Highway 90 and Capital Circle are being completed in conjunction with the Capital Circle NW widening project previously noted.

***Intersection improvement at Highway 20 and Capital Circle Southwest***

The north-south intersection improvements at Capital Circle SW and Highway 20 are completed at a cost of \$2.1 million. This portion of the project was completed as a component of the required off-site traffic impact mitigation by the Southwood Development of Regional Impact. The east-west intersection improvement will be completed in conjunction with the Capital Circle SW widening project previously noted.

***Comprehensive Plan text amendment for the Target Area that extends concurrency from three to ten years***

The Board approved an amendment to the Comprehensive Plan to provide for a 10-year concurrency provision for certain segments of Capital Circle, north of US Highway 90. This provided a bridge to allow development in the interim, until Capital Circle (both SW and NW) capacity improvements were moved into the first three years of the approved CIP. Currently, with the capacity additions and intersection improvements underway for Capital Circle, the lack of available roadway capacity at the adopted level of service for proposed developments inside the Target Area is not an issue.

***Installation of a sidewalk on Aenon Church Road***

The Aenon Church Road sidewalk project is approximately at the 60% design stage. The project has not moved forward due to storm water and right-of-way issues. Currently, funding is not available for the project. The estimated cost of the project is \$700,000. This project competes for funding with all other proposed sidewalk projects in the County. Staff will continue to complete this item as funds are approved by the Board.

**Storm water Recommendations:**

***Revision of the FEMA flood plain map within the TPA***

Staff has estimated that the cost of a FEMA flood plain map revision study is \$250,000. With the number of transportation improvement projects in the area, an attempt was made to include this study within their planning and design process. However, due to the timetables involved with the road projects, this was not accomplished. Staff will continue to attempt to complete this item based on funding availability.

***Implementation of Alternative 6 or Alternative 6A***

The stormwater project, known as "Alternative 6", has been partially completed through the FDOT/Leon County/Blueprint 2000 Joint Project Agreement for the stormwater management facility that has been constructed near the intersection of Highway 90 (Tennessee Street) and Capital Circle NW. Staff is continuing to work with Blueprint staff to complete this project in conjunction with the planned Capital Circle SW widening project as previously noted.

**Options:**

1. Accept the status report on the implementation of the Gum Road Target Area Planning Committee recommendations.
2. Do not accept the status report on the implementation of the Gum Road Target Area Planning Committee recommendations.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Map of the Gum Road Target Area
2. March 12, 2002 Board of County Commissioners Agenda Request - Gum Road Target Area Planning Committee Final Report and Recommendations
3. May 28, 2002 Board of County Commissioners Agenda Request - Ratification of Actions Taken at the Gum Road Target Area Planning Committee Workshop
4. Draft Fee Refund Letter from the County Administrator
5. Section 553.80(7), Florida Statutes
6. Ratification of Board Action at Board Workshop of Transfer of Development Rights

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## Board of County Commissioners

Leon County, Florida

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### Agenda Item Executive Summary

Tuesday, May 25, 2010

**Title:**

Authorization to Negotiate for Land Donation for the Gum Road Target Area Master Plan and Appropriate Preliminary Project Funding

**Staff:**

Parwez Alam, County Administrator  
Alan Rosenzweig, Assistant County Administrator  
Tony Park, Director, Public Works

**Issue Briefing:**

At the May 11, 2010 meeting, the Board took action to maintain the original Gum Road Target Area Master Plan (TPA) by not allowing a conservation easement to be executed with the Florida Department of Environmental Management. At the meeting, Mr. John Gibby stated that the Gibby Trust may be interested in working with the County in developing the stormwater project, required by the TPA, through a land donation. Subsequent to the May 11 meeting, staff has met with Mr. Gibby to begin this process. At this point in time, preliminary discussions have been positive. In an effort to show good faith on behalf of the County, staff is recommending establishing a preliminary budget for the project that can be utilized for preliminary design, engineering, and planning efforts.

**Fiscal Impact:**

This item has a fiscal impact. A Resolution and associated Budget Amendment Request realizes \$175,000 toward the Gum Road TPA stormwater/water quality project (Attachment #1).

**Staff Recommendation:**

Option #1: Authorize staff to continue to negotiate with the Gibby Trust and develop a written agreement for a land donation.

- Option #2: Approve the Resolution and associated Budget Amendment Request realizing \$175,000 for the project.

### **Report and Discussion**

#### **Background:**

At the May 11, 2010 meeting, the Board took action to maintain the original Gum Road Target Area Master Plan (TPA) by not allowing a conservation easement to be executed with the Florida Department of Environmental Management. At the meeting, Mr. John Gibby stated that the Gibby Trust may be interested in working with the County in developing the stormwater project required by the TPA through a land donation.

#### **Analysis:**

Subsequent to the May 11 meeting, staff has met with Mr. Gibby to begin the process of the County acquiring land through a donation. At this point in time, preliminary discussions have been positive. In exchange for the property, Mr. Gibby has indicated that he would be seeking an easement to Gum Road and the potential for the County's new stormwater facility to include and/or provide capacity for future development on the Gibby property. In addition, the County will evaluate the potential of the stormwater facility being utilized for greenspace credits associated with the future development of the Gibby property. The property donation and associated requirements will be brought back to the Board in a proposed written agreement.

In an effort to show good faith on behalf of the County, staff is recommending establishing a preliminary budget for the project that can be utilized for preliminary design, engineering, and planning efforts. Funding for this project would come through the County's share of the stormwater portion of the sales tax extension. As directed previously by the Board, during the budget process, staff will present a capital improvement project to address the balance of the funding. Total funding required for the project will be contingent upon the final land costs.

#### **Options:**

1. Authorize staff to continue to negotiate with the Gibby Trust and develop a written agreement for a land donation.
2. Approve the Resolution and associated Budget Amendment Request realizing \$175,000 for the project.
3. Accept staff's report and take no further action.
4. Do not authorize staff to continue to negotiate with the Gibby Trust to develop a written agreement for a land donation.
5. Board Direction.

#### **Recommendation:**

Options #1 and #2.

#### **Attachment:**

1. Resolution and associated Budget Amendment Request

**Leon County  
Board of County Commissioners**

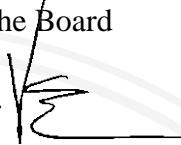
**Notes for Agenda Item #22**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #22

February 10, 2015

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 Base Bid Amount of \$387,940 for Transfer Station Tipping Floor Slab Reconstruction

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Tony Park, P.E., Director, Department of Public Works Tom Brantley, P.E., Director, Division of Facilities Management
Lead Staff/ Project Team:	John Ward, Project Manager II, Facilities Management

### **Fiscal Impact:**

This item has been budgeted in FY 14/15 and funding is available.

### **Staff Recommendation:**

Option #1: Approve the Agreement awarding bid to Advon Corporation in the base bid amount of \$387,940 and approve the unit prices submitted in addition to the base bid for the Transfer Station tipping floor slab reconstruction (Attachment #1), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

The current concrete tipping floor at the Leon County Transfer Station is damaged beyond repair. This project consists of removing the existing concrete tipping floor slab and replacing it with a new reinforced concrete floor slab and restoring the underlying base and subgrade as necessary.

### **Analysis:**

Bid Number BC-01-08-15-16 was advertised locally on December 2, 2014, and 235 vendors were notified through the automated bid system. A total of 32 vendors requested bid packages, which resulted in five bid statements. The bids were opened on January 8, 2015. The bid tabulation sheet is included as Attachment #2. Advon Corporation submitted the lowest base bid, in the amount of \$387,940. Additionally, the bid collected unit prices for other items concealed by the slab, including granular base and subgrade materials.

The MWSBE Division reviewed the M/WBE Participation Plans for the five firms submitting bids to determine if the 10% M/WBE Aggregate Aspirational Target was achieved for the Transfer Station tipping slab reconstruction project. The lowest base bid submitted by Advon Corporation exceeds the MWBE Aspirational Target with participation of 45.6%. The MWSBE Statement is included as Attachment #3.

It is noted that staff has made the decision to forego materials testing by the contractor, and has instead solicited unit prices for concrete materials testing, and certified material technician services for this project, from pre-existing continuing-supply firms already retained by Public Works. Therefore, these services will be direct-purchased by Leon County for verification of the contractor's quality control efforts performed on this project. The longevity of work performed should theoretically be directly related to the quality (stiffness) of the concrete, as judged by its water content (slump) and mix design (strength), which will be field monitored during construction and verified in lab.

Due to uncertainties with existing building conditions, staff further requests a 25% contingency to be reserved for possible change orders that may be involved in the work to handle any unforeseen conditions that may occur beyond the base bid and unit prices shown. Examples of unforeseen conditions that may be embedded within or underneath the floor slab once it is removed include things such as metal building system hair pins, perimeter push wall supports and anchorage, and possible doweling of the floor slabs into the perimeter beams. Under this Agreement, change orders will be processed by the Project Manager through the Facilities Director and Purchasing office and executed by the Public Works Director. Not having adequate capital reserves for any "hidden conditions" could result in job delays and delay damages claims from the contractor. All funds for this project are currently budgeted in the FY 14/15 budget.



**Options:**

1. Approve the Agreement awarding bid to Advon Corporation in the base bid amount of \$387,940 and approve the unit prices submitted in addition to the base bid for the Transfer Station tipping floor slab reconstruction (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Agreement awarding bid to Advon Corporation in the base bid amount of \$387,940 for the Transfer Station tipping floor slab reconstruction.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Agreement
2. Bid Tabulation Sheet
3. MWSBE Statement

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and ADVON CORPORATION, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide to the Tipping Slab Reconstruction in accordance with: 1) Transfer Station Tipping Slab Reconstruction, Bid# BC-01-08-15-16 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 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.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

### 3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County \$250 per day not as a penalty, but as liquidated damages.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

### 4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make such payments within forty-five (45) days of submission and approval of invoice for services.

6. PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: John Ward  
Street Address: 1907 S. Monroe St  
City, State, Zip Code Tallahassee, FL 32301  
Telephone: 850-606-5000  
E-mail: Wardj@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:  
Street Address:  
City, State, Zip Code  
Telephone:  
E-mail:

C. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

**B. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**C. Other Insurance Provisions** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

**D. Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

**E. Verification of Coverage.** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to 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 the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall pay for all necessary permits as required by law not specifically outlined by Leon County.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

18. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

19. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

20. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

21. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

22. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

23. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ATTACHMENTS

Exhibit A - Solicitation Document  
Exhibit B - Vendor Response  
Exhibit C - Tab Sheet

**The remainder of this page intentionally left blank.**

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**LEON COUNTY, FLORIDA**

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

Date: \_\_\_\_\_

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

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

Approved as to Form:  
Leon County Attorney's Office

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

**ADVON CORPORATION**

By: \_\_\_\_\_  
President or designee

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM**  
**Location: 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308**

**I. INSTRUCTION TO BIDDERS**

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No. \_\_\_\_\_  
Board of County Commissioners  
Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.**

PURPOSE:

Leon County is seeking the services of a qualified vendor to remove damaged existing concrete tipping floor slab, and replacement with new concrete. The new floor will have rebar mats at various locations that fill the structural depth required by code. The new floor will be poured at various stages to allow proper working room and to keep half of the tipping floor accessible to continuous use by staff.

All work shall be completed according to the plans & specifications designed by Rosenbaum Engineering, Inc. dated November 7, 2014.

SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division’s website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website addresses follow:

**Addenda:** <http://www.leoncountyfl.gov/procurementconnect/>

**Public Meetings:** <http://www.leoncountyfl.gov/procurementconnect/>

<b>Table 1 - Schedule of Events</b>	
<b>Date and Time (all eastern time)</b>	<b>Event</b>
December 4, 2014	<b>Release of the ITB</b>
December 17, 2014 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> Date and time a mandatory pre-bid meeting will be held at the Transfer Station, 4900 Gum Road, Tallahassee, FL
<b>Not later than:</b> December 24, 2014 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> January 8, 2015 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) and [tobind@leoncountyfl.gov](mailto:tobind@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or

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executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

#### ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents. It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

#### PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

#### REGISTRATION:

Bidders obtain solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division may cause your submittal to be rejected as non-responsive.

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
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PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect/>. A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS/BID PROTEST:

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect/> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

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**Opening Date: January 8, 2015 at 2:00 PM:**

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#### PLANHOLDERS

As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect/> by simply clicking the planholder link at the bottom of the list of documents for each respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

#### BID GUARANTEE:

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non-performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

#### UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

#### MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

##### A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through

enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

- a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
  - b. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
  - c. Provide increased levels of information and assistance available to MBE's and WBEs.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Shanea Wilks, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail [wilkssh@leoncountyfl.gov](mailto:wilkssh@leoncountyfl.gov).

Respondent **must complete** and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBES in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared - or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBES referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available M/WBES who provide the services needed for the bid or proposal.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.

- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:	Minority Business Enterprise - 17%
	Woman Business Enterprise - 9%

5. Definitions for targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a(n):
  - 1) African/Black Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
  - 2) Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
  - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
  - 4) American Indians, Alaskan Natives and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- c. Women - American Woman

6. Prime contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as

unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**LOCAL PREFERENCE IN PURCHASING AND CONTRACTING**

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
  - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Preference in bidding for construction services in projects estimated to exceed \$250,000. Except where otherwise prohibited by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures that are estimated to exceed \$250,000 in value, the County may give preference to local businesses in the following manner:
  - a) Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a local business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that local business's bid was not greater than 110% of the lowest responsive and responsible bid amount.
  - b) All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85



percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

3. Local business definition. For purposes of this section, "local business" shall mean a business which:
  - a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

**INSURANCE:**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury (deleting employee and contractual exclusions), and coverage for explosion, collapse, and underground (X,C,U).
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease

policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to 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 the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

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**Opening Date: January 8, 2015 at 2:00 PM:**

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Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

II. **CONTRACT PROVISIONS**

PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

**PUBLIC CONSTRUCTION BOND**  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred twenty (120) consecutive calendar days of the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County \$250 per day not as a penalty, but as liquidated damages.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

#### PAYMENTS TO THE GENERAL CONTRACTOR

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Payment Act, sections 218.70 - 218.79, Florida Statutes.

#### STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

#### AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
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**Opening Date: January 8, 2015 at 2:00 PM:**

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3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

#### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

#### TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

This Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

#### WARRANTIES:

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

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### WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

### PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law not specifically identified by Leon County.

### ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

### INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney-s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, it officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

### PENALTIES:

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Affidavit Immigration Laws
- \_\_\_\_\_ Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Contractor's Business Information Form
- \_\_\_\_\_ Non Collusion Affidavit
- \_\_\_\_\_ Certification/Debarment Form
- \_\_\_\_\_ Applicable Licenses/Registrations



**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY \_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

**BASE BID TOTAL:** \_\_\_\_\_

Unit Price Per CY of Additional Base Material: \_\_\_\_\_

Unit Price Per CY of Replace Base Material: \_\_\_\_\_

Unit Price Per CY of Additional Subgrade Material: \_\_\_\_\_

Unit Price Per CY of Replaced Subgrade Material: \_\_\_\_\_

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**


**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Mary Ann Lindley  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY Advon Corporation  
(Firm Name)  
  
(Authorized Representative)  
Bill Graham, President  
(Printed or Typed Name)

ADDRESS 1300 Timberlane Road, Tallahassee, FL 32312

EMAIL ADDRESS bgraham@advonconstruction.com

TELEPHONE (850) 727-7626

FAX (850) 807-2529

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 12/24/14 Initials BG

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

**BASE BID TOTAL:** \$ 387,940

Unit Price Per CY of Additional Base Material:

\$ 105

Unit Price Per CY of Replace Base Material:

\$ 120

Unit Price Per CY of Additional Subgrade Material:

\$ 90

Unit Price Per CY of Replaced Subgrade Material:

\$ 105

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Advon Construction

Signature:  Title: President  
Bill Graham

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 8th day of January, 2015.

Personally known X

  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

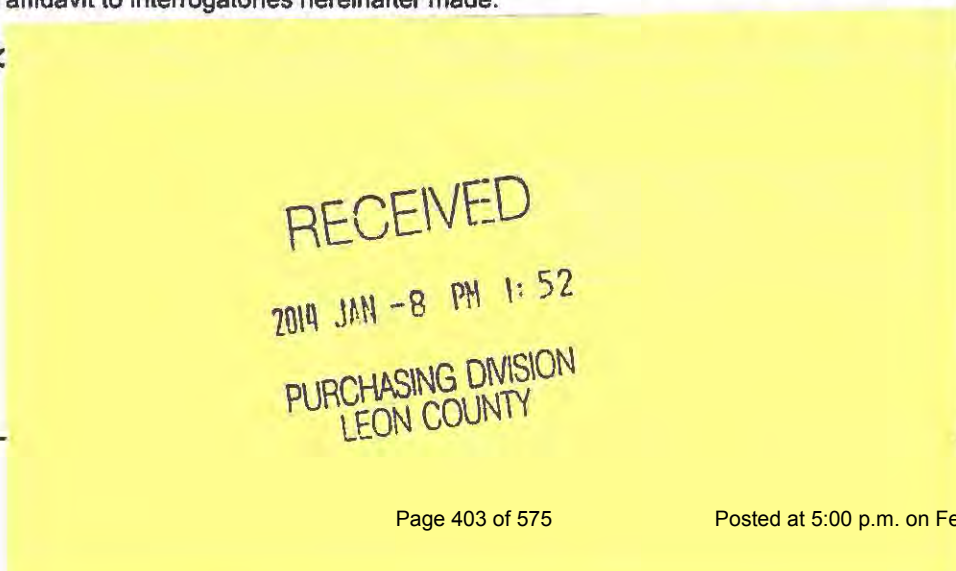
Notary Public - State of Florida

Personally Known  
(Type of identification)

My commission expires May 5, 2018  
 Commission # FF 119328  
Expires May 5, 2018  
Printed, typed, or stamped commission and name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON CO



**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

**MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM**

**Respondent:** Advon Corporation

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. Through submission of its bid/proposal, Respondent certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the respondent to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County"

**DIRECTIONS: Each respondent must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All Respondents are to list subcontractors as appropriate in Sections 3 and 4.**

**SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION**

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	
Certified Women Business Enterprises (WBE)	

**SECTION 2 - GOOD FAITH EFFORT**

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. This criteria is used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the respondent's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as "Good Faith" and provide documentation of all Good Faith Efforts completed by your firm may result in your proposal being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
  - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBEs referred to the respondent by the MWSBE Division for the goods and services to be subcontracted and/or supplied
  - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

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aspirational Target.

- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid or proposal.
  - d. Contacted MBEs and/or WBEs who provide the services needed for the bid or proposal.
  - e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
  - f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
  - g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the with respondent is having in achieving and/or reaching the aspirational targets.
  - h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a through investigation of their capabilities. **The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation.** The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid/proposal as non-responsive.

**PARTICIPATION PLAN FORM continued on following pages.**

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

**SECTION 3 – RESPONDENT'S PROPOSED MWBE PARTICIPATION**

Respondent shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

**MBE and WBE Intended Utilization**

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a. MARCOS NASORY	TALLAHASSEE	519-7007	H	\$ 142,299	CONCRETE
b. BIG BEND REBAR	TALLAHASSEE	875-8000	F	\$ 34,819	REBAR
c.					
d.					
e.					
f.					
Total Bid Amount \$ 387,940		Total MWBE Participation \$ 177,118		MBE Participation % 37 WBE Participation % 9 (MBE or WBE Participation \$ Total Bid \$)	
<sup>1</sup> <b>Certification</b> Attach and submit a copy of each MBE and WBE certification with the proposal. <sup>2</sup> <b>Ethnic Group</b> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

Attach to bid #8  
 Page 29 of 27

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

**SECTION 4 - NON-MWBE SUBCONTRACTORS**

Respondent shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

<b>Non-MBE and WBE Intended Utilization</b>				
<b>Firm's Name</b>	<b>Firm's Address</b>	<b>Firm's Phone #</b>	<b>Total Dollar Amount</b>	<b>Type of Service to Provide</b>
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

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**IDENTICAL TIE BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

This firm complies fully with the above requirements.

This firm does not have a drug free work place program at this time.



\_\_\_\_\_  
Bidder's Signature Bill Graham

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
08 January 2015  
Date



**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
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**INSURANCE CERTIFICATION FORM**

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES     NO

Commercial General Liability:    Indicate Best Rating:   A+    
Indicate Best Financial Classification:   XV  

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Business Auto:    Indicate Best Rating:   A+    
Indicate Best Financial Classification:   XV  

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1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES     NO

Indicate Best Rating:   A    
Indicate Best Financial Classification:   VII  

If answer is NO, provide name and address of insurer:

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2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

YES     NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

**Bid Title: Transfer Station Tipping Slab Reconstruction**

**Bid No: BC-01-08-15-16**

**Opening Date: January 8, 2015 at 2:00 PM:**

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Please mark the appropriate box:

Coverage is in place  Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Bill Graham  
Typed or Printed

Signature 

Date 08 January 2015

Title President  
(Company Risk Manager or Manager with Risk Authority)

**CONTRACTOR'S BUSINESS INFORMATION**

**COMPANY INFORMATION**

Name: Advon Corporation	
Street Address: 1300 Timberlane Road	
City, State, Zip: Tallahassee, FL 32312	
Taxpayer ID Number: 27-1623997	
Telephone: 850-727-7626	Fax: 850-807-2529
Trade Style Name: General Contractor	

**TYPE OF BUSINESS ORGANIZATION (check one)**

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify )
<input checked="" type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: 07 December 2009

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
Bill Graham	President	850-727-7626	bgraham@advonconstruction.com
Scott Brooks	Vice President	850-727-7626	sbrooks@advonconstruction.com

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD**

Please provide the following information for all licenses required by Florida statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: William G. Graham	
License Type: General Contractor	
License Number: CGC026737	Expiration Date: 31 August 2016
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS**

**Surety Company 1**

Company Name	McGriff, Seibels & Williams, Inc.
Contact's Name	Mark Edwards
Telephone	205-252-9871
Fax	205-581-9463
Address	2211 7th Avenue South Birmingham, AL 35233

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

<p>Present Amount of Bonding Coverage (\$):</p> <p>\$3,300,000</p>	<p>Has your application for surety bond ever been declined?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provide detailed information on reverse)</i></p>	<p>During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p><i>(If yes, please provide detailed information on reverse)</i></p>
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THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 8th DAY OF January, 2015.

By:  Title: President

Printed Name and Title: Bill Graham, President

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,


Advon Corporation  
(Name of Corporation, Partnership, Individual, etc.)

a General Contractor, formed under the laws of Florida  
(Type of Business) (State or Province)

of which he/she is President  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.


  
AFFIANT'S NAME Bill Graham

President  
AFFIANT'S TITLE

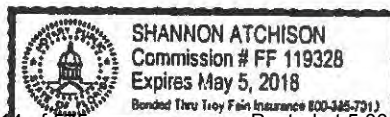
TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 8th Day of January, 2015.

Personally Known Personally Known Or Produced Identification

Type of Identification

  
NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: May 5, 2018



**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



\_\_\_\_\_  
Signature **Bill Graham**

\_\_\_\_\_  
**President**  
Title

\_\_\_\_\_  
**Advon Corporation**  
Contractor/Firm

\_\_\_\_\_  
**1300 Timberlane Road, Tallahassee, FL 32312**  
Address

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

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**CERTIFICATION OF TRADES WORK**

This bid has an aspirational trade contractor work target of 85 percent of the dollar value of trade contractor work with local businesses unless the bidder provides proof to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area.

The following definitions shall apply for purposes of this section:

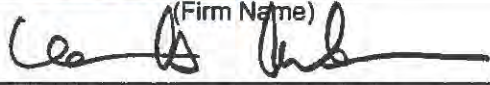
- a. "Local business" shall mean a business which has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County.
- b. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.

The successful contractor, at the time of development of the project schedule of values, shall provide a listing of the trade contractor work to be performed. As the project progresses, the names of the trade contractors performing the work and the dollar value and percentage participation of each shall be provided in a manner to be prescribed by the County.

The Bidder shall complete the following section designating the commitment to trade contractor participation for this project. If the aspirational target of 85 percent of the dollar value of trade contractor work cannot be met, the Bidder shall provide such information necessary to establish that the work is not available from local trade contractors.

- Bidder agrees to engage not less than 85 percent of the dollar value of trade contractor work with local businesses.
- Bidder agrees to engage not less than \_\_\_\_\_ percent of the dollar value of trade contractor work with local businesses and has explained why the aspirational target cannot be met.

The undersigned is an authorized signatory for the bidder and understands that the commitment made herein shall be a contractual provision of the project for the successful contractor and, further, that if bidder is the successful contractor all prescribed reporting will be done in an accurate and timely manner.

BY Advon Corporation  
 \_\_\_\_\_  
 (Firm Name)  
  
 \_\_\_\_\_  
 (Authorized Representative)

Bill Graham, President  
 \_\_\_\_\_  
 (Printed or Typed Name)

DATE 08 January 2015  
 \_\_\_\_\_



**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

**LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <b>Advon Corporation</b>	
Current Local Address: <b>1300 Timberlane Road Tallahassee, FL 32312</b>	Phone: (850) 727-7626 Fax: (850) 807-2529
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address: <b>Same as above</b>	Phone: Fax:

*[Handwritten Signature]*

Signature of Authorized Representative **Bill Graham**

**08 January 2015**

Date

STATE OF Florida  
 COUNTY \_\_\_\_\_  
 OF Leon

The foregoing instrument was acknowledged before me this 8th day of January, 20 15

By Bill Graham, President of Advon Corporation  
 (Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me  
 (State or place of incorporation)

or has produced Personally Known as identification.

*[Handwritten Signature: Shannon Atchison]*

Signature of Notary



Return Completed form with supporting documents to:

**Leon County Purchasing Division**  
**1800-3 N. Blair Stone Road**  
**Tallahassee, Florida 32308**

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

# *State of Florida*

## *Department of State*

I certify from the records of this office that ADVON CORPORATION is a corporation organized under the laws of the State of Florida, filed on December 8, 2009, effective December 7, 2009.

The document number of this corporation is P09000099097.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 13, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Thirteenth day of January,  
2014*



*Ken Detzner*  
*Secretary of State*

Authentication ID: CC6582877557

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

<b>LICENSE NUMBER</b>	
CGC026737	

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2016



GRAHAM, WILLIAM G  
ADVON CORPORATION  
4531 ARGYLE LN  
TALLAHASSEE FL 32309



ISSUED: 08/25/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408250001877



ADVON CORPORATION  
WILLIAM GRAHAM  
4531 ARGYLE LN  
TALLAHASSEE FL 32309

Account Number: 75521

RECEIVED

SEP 17 2014

ADVON CORPORATION

The Business Tax Certificate for tax year 2015 is attached below.

This certificate expires September 30th, 2015.

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2014-15

**CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE**  
**LOCAL BUSINESS TAX RECEIPT**

2014-15

TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2015

DBA: ADVON CORPORATION  
Location: 1300 TIMBERLANE RD  
Address: TALLAHASSEE FL 32312

Account Number: 75521

Type Code	Sub Code	Type Description:
150	a	Contractor - Class A General

ADVON CORPORATION  
WILLIAM GRAHAM

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)



Leon County Minority, Women, & Small Business Enterprise Division

*"People Focused. Performance Driven."*

**Certifies that**

# **Advon Corporation**

**is recognized as a**

**Small Business Enterprise**

**Under the**

**Leon County Purchasing, Minority, Women & Small Business Enterprise Policy 96-1**

**For a period of two (2) years beginning:  
October 11, 2013 to October 10, 2015**

**Shanea Y. Wilks, Leon County MWSBE Director**

**Bid Title: Transfer Station Tipping Slab Reconstruction**  
**Bid No: BC-01-08-15-16**  
**Opening Date: January 8, 2015 at 2:00 PM:**

---

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- Completed Bid Response Sheet with Manual Signature
- Affidavit Immigration Laws
- Minority/Women Business Enterprise Participation Plan/Good Faith Statement
- Identical Tie Bid Statement
- Insurance Certification Form
- Contractor's Business Information Form
- Non Collusion Affidavit
- Certification/Debarment Form
- Applicable Licenses/Registrations


**LEON COUNTY PURCHASING DIVISION  
BID TABULATION SHEET  
BC-01-08-15-16**

**Bid Title: Transfer Station Tipping Slab Reconstruction**

**Opening Date: Thursday, January 8, 2015 at 2:00 PM**

Item/Vendor	CSI Contracting	Advon	Gaskin
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
MWBE	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Certification of Trades	Yes	Yes	Yes
Bond	Yes	Yes	Yes
Base Bid:	\$ 437,383	\$ 387,940	\$ 405,030
Unit price Add Base	\$ 55 <sup>00</sup>	\$ 105 <sup>00</sup>	\$ 50 <sup>00</sup>
Unit price Rep Base	\$ 75 <sup>00</sup>	\$ 120 <sup>00</sup>	\$ 65 <sup>00</sup>
Unit Price Add Sub	\$ 35 <sup>00</sup>	\$ 90 <sup>00</sup>	\$ 50 <sup>00</sup>
Unit Price Rep Sub	\$ 55 <sup>00</sup>	\$ 105 <sup>00</sup>	\$ 60 <sup>00</sup>

Tabulated By: Shelley Kelley



**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-01-08-15-16**

**Item Title: Transfer Station Tipping Slab Reconstruction**

**Opening Date: Thursday, January 8, 2015 at 2:00 PM**

Item/Vendor	N. FL Asphalt	Council Contracting	
Manual Signature	Yes	Yes	
Addendum #1	Yes	Yes	
Affidavit of Immigration	Yes	Yes	
MWBE	Yes	Yes	
Tie Bid	Yes	Yes	
Insurance	Yes	Yes	
Certificate Debarment	Yes	Yes	
Certification of Trades	Yes	Yes	
Bond	Yes	Yes	
Base Bid:	\$ 510,350	\$ 450,000	
Unit price Add Base	\$ 40 <sup>00</sup>	\$ 58 <sup>00</sup>	
Unit price Rep Base	\$ 60 <sup>00</sup>	\$ 84 <sup>00</sup>	
Unit Price Add Sub	\$ 18 <sup>00</sup>	\$ 30 <sup>00</sup>	
Unit Price Rep Sub	\$ 26 <sup>00</sup>	\$ 42 <sup>00</sup>	

Tabulated By: Shelly Kelly

[Signature]



**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-01-08-15-16**

Attachment #2  
 Page 1 of 2

**Bid Title: Transfer Station Tipping Slab Reconstruction**

**Opening Date: Thursday, January 8, 2015 at 2:00 PM**

Item/Vendor	CSI Contracting	Advon	Gaskin
Manual Signature	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes
Affidavit of Immigration	Yes	Yes	Yes
MWBE	Yes	Yes	Yes
Tie Bid	Yes	Yes	Yes
Insurance	Yes	Yes	Yes
Certificate Debarment	Yes	Yes	Yes
Certification of Trades	Yes	Yes	Yes
Bond	Yes	Yes	Yes
Base Bid:	\$ 437,383	\$ 387,940	\$ 405,030
Unit price Add Base	\$ 55 <sup>00</sup>	\$ 105 <sup>00</sup>	\$ 50 <sup>00</sup>
Unit price Rep Base	\$ 75 <sup>00</sup>	\$ 120 <sup>00</sup>	\$ 65 <sup>00</sup>
Unit Price Add Sub	\$ 35 <sup>00</sup>	\$ 90 <sup>00</sup>	\$ 50 <sup>00</sup>
Unit Price Rep Sub	\$ 55 <sup>00</sup>	\$ 105 <sup>00</sup>	\$ 60 <sup>00</sup>

Tabulated By:

*Shelley Kelley*

*[Signature]*

**LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-01-08-15-16**

**Bid Title: Transfer Station Tipping Slab Reconstruction**

**Opening Date: Thursday, January 8, 2015 at 2:00 PM**

Item/Vendor	N. FL Asphalt	Council Contracting	
Manual Signature	Yes	Yes	
Addendum #1	Yes	Yes	
Affidavit of Immigration	Yes	Yes	
MWBE	Yes	Yes	
Tie Bid	Yes	Yes	
Insurance	Yes	Yes	
Certificate Debarment	Yes	Yes	
Certification of Trades	Yes	Yes	
Bond	Yes	Yes	
Base Bid:	\$ 510,350	\$ 450,000	
Unit price Add Base	\$ 40 <sup>00</sup>	\$ 58 <sup>00</sup>	
Unit price Rep Base	\$ 60 <sup>00</sup>	\$ 84 <sup>00</sup>	
Unit Price Add Sub	\$ 18 <sup>00</sup>	\$ 30 <sup>00</sup>	
Unit Price Rep Sub	\$ 26 <sup>00</sup>	\$ 42 <sup>00</sup>	

Tabulated By: Shelly Kelley



Date: January 15, 2015

To: Tom Brantley, MSCE, PE, PLS, CGC, CUC  
Director of Facilities of Management  
Department of Public Works

From: Shanea Y. Wilks, Director  
Minority, Women, & Small Business Enterprise (MWSBE) Division  
Office of Economic Vitality

Subject: M/WBE Analysis for the Transfer Station Tipping Slab Reconstruction Project (BC-1-08-15-16)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the M/WBE Participation Plans for five (5) firms to determine if the 10% MWBE Aggregate Aspirational Targets was achieved for the Transfer Station Tipping Slab Reconstruction Project. All bid respondents met the MWBE Aspirational Target; therefore, the Good Faith Effort Form is not required.

The submitted M/WBE Participation Plans for each bidder is as follows:

**Advon Corporation, Inc.** exceeded the M/WBE Aggregate Aspirational Target within their bid submission. The M/WBE firms listed below are the firms **Advon Corporation Inc.** intends to utilize on this project.

Total Bid Amount		\$387,940			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Marco's Masonry	Hispanic Male	Leon County	Concrete	\$142,299	36.7%
Big Bend Rebar	Non-Minority Female	City of Tallahassee	Rebar	\$34,819	8.9%
<b>Total M/WBE Dollars</b>				\$177,118	
<b>Total M/WBE Utilization Percentage</b>					45.6%

**CSI Contracting** exceeded the M/WBE Aggregate Aspirational Target in their bid submission. The MWBE firms listed below are the firms **CSI Contracting** intends to utilize on this project.

Total Bid Amount		\$437,383			
Name of M/WBE	Race/Gender	Certifying Agency	Goods & Services	M/WBE Dollars	M/WBE Utilization
Ideal Steel	African American Male	City of Tallahassee	Concrete	\$13,650	3.1%
Big Bend Rebar	Non-Minority Female	City of Tallahassee	Other Construction	\$37,000	8.5%
<b>Total M/WBE Dollars</b>				\$50,650	
<b>Total M/WBE Utilization Percentage</b>					11.6%

**Gaskin Contractors, Inc.** exceeded the M/WBE Aggregate Aspirational Target in their bid submission. The M/WBE firms listed below are the firms **Gaskin Contractors, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$405,030</b>			
<b>Name of M/WBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods and Services</b>	<b>M/WBE Dollars</b>	<b>M/WBE Utilization</b>
Marco's Masonry	Hispanic Male	Leon County	Concrete	\$324,500	80.1%
<b>Total M/WBE Dollars</b>				\$324,500	
<b>Total M/WBE Utilization Percentage</b>					80.1%

**North Florida Asphalt, Inc.** exceeded the M/WBE Aggregate Aspirational Target in their bid submission. The M/WBE firms listed below are the firms **North Florida Asphalt, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$510,350</b>			
<b>Name of M/WBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods and Services</b>	<b>M/WBE Dollars</b>	<b>M/WBE Utilization</b>
Big Bend Rebar, Inc.	Non-Minority Female	City of Tallahassee	Rebar Supplier	\$31,683	6.2%
Gaines & Sons Striping	African American Male	City of Tallahassee	Barriers	\$4,200	.8%
Poole Engineering & Surveying, Inc.	Non-Minority Female	City of Tallahassee	Layout	\$20,000	3.9%
<b>Total M/WBE Dollars</b>				\$55,883	
<b>Total M/WBE Utilization Percentage</b>					10.9%

**Council Contracting, Inc.** exceeded the M/WBE Aggregate Aspirational Target in their bid submission. The M/WBE firms listed below are the firms **Council Contracting, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$450,000</b>			
<b>Name of M/WBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods and Services</b>	<b>M/WBE Dollars</b>	<b>M/WBE Utilization</b>
Concrete Services Unlimited	African American Male	City of Tallahassee	Concrete	\$175,000	38.8%
<b>Total M/WBE Dollars</b>				\$175,000	
<b>Total M/WBE Utilization Percentage</b>					38.8%

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #23

February 10, 2015

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

**From:** Herbert W. A. Thiele, County Attorney 

**Title:** Acceptance of Staff Report on the Rules Governing Annexation Procedures and Authorization to Prepare Amendments to the Tallahassee-Leon County Comprehensive Plan

---

<b>County Attorney Review and Approval:</b>	Herbert W. A. Thiele, County Attorney
<b>Lead Staff/ Project Team:</b>	Patrick T. Kinni, Deputy County Attorney

**Fiscal Impact:**

This item has no fiscal impact to the County

**Staff Recommendation:**

- Option #1: Accept the staff report on the rules governing annexation procedures.
- Option #2: Direct staff to prepare proposed amendments to the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I], consistent with the Board's direction.

## Report and Discussion

### **Background:**

On December 9, 2014, during consideration of an Agenda Item on a voluntary annexation, the Board directed the County Attorney to bring back an item outlining the rules and procedures governing the annexation of property into the boundaries of the City of Tallahassee (“COT”). Both Chapter 171, Florida Statutes, and the current Tallahassee-Leon County Comprehensive Plan address annexation procedures. Chapter 171, Florida Statutes, provides for both voluntary and involuntary annexation procedures, and each requires that the property to be annexed must be contiguous, compact, and not create an enclave (pocket of land standing alone).

### **Involuntary Annexation:**

Any municipality may annex any contiguous, compact, unincorporated territory. Prior to commencing an involuntary annexation, the governing body of the municipality must prepare a report that sets forth a plan to provide urban services, such as sewer and water, for the area subject to annexation. At least fifteen (15) days’ prior to commencing annexation procedures, a copy of such report must be filed with the board of county commissioners, and failure to do so may be a basis for invalidating the annexation. *See*, Section 171.042, Florida Statutes (2014). Thereafter, the municipality must adopt an ordinance proposing to annex the property. Prior to such adoption, the municipality must hold at least two (2) advertised public hearings. Thereafter, a referendum must be held, and if approved at referendum, the ordinance will become effective ten (10) days’ after such approval. If there is a majority of votes against annexation, the ordinance will not become effective, and the proposed annexed area may not be the subject of an annexation ordinance by the annexing municipality for a period of two years from the date of the referendum. *See*, Section 171.0413, Florida Statutes (2014).

The character of the land to be annexed must be contiguous and must also be developed for an urban purpose or meet a set of designated requirements. A property is considered “contiguous” when a substantial part of a boundary of the territory is coterminous with a part of the boundary of the municipality. Section 171.031(11), Florida Statutes (2014). A property is considered developed for an “urban purpose” when it has either, a total resident population equal to at least two (2) persons per acre of land; a total resident population equal to at least one (1) person for each acre of land which is subdivided into lots, such that at least 60% of the total number of lots in the area are not greater than one (1) acre in size; or at least 60% of the number of lots are used for urban purposes and at least 60% of total acreage consists of lots which are not greater than five (5) acres in size. The purpose of involuntary annexation is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes. *See*, Section 171.043, Florida Statutes (2014).

Voluntary Annexation:

An owner or owners of land may petition a municipality for voluntary annexation if the land is contiguous to the municipality and reasonably compact. The petition must include the signatures of all owners of the subject property. The municipality may adopt an ordinance to annex the property and redefine the boundary lines of the municipality to include the property, provided the notice of public hearing is published in a newspaper once a week for 2 consecutive weeks. To give proper notice, this newspaper notice must give the ordinance number and a brief, general description of the area proposed to be annexed, including a map showing the area, and a statement that the complete legal description and ordinance can be obtained from the city clerk. A copy of this notice must also be provided via certified mail to the board of county commissioners of the county where the subject property is located not less than ten (10) days' prior to publication. Failure to provide notice may be the basis for a cause of action invalidating the annexation. The ten (10) day notice requirement was added during the 2006 Legislative Session (§3, Ch. 2006-218). Voluntary annexation will not be allowed if such annexation will result in the creation of an enclave (pocket of land). *See*, Section 171.044, Florida Statutes (2014).

Comprehensive Plan:

In 2004, the Comprehensive Plan was amended to address concerns with the voluntary annexation process. Policy 2.1.4 of the Comprehensive Plan (Intergovernmental Coordination Element) requires that:

... Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a pla[n] setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. How land use compatibility will be insured;
- b. How facilities will be provided, and by which entity;
- c. How level of service standards will be made consistent with this plan;
- d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direct[or] and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. *See*, Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 (Attachment #1).



The Board then has an opportunity to review, comment, and suggest changes regarding the proposed annexation before the adoption of the annexation ordinance. If the Board disagrees or objects to the proposed annexation, the Mayor and the Chairman are required to fully discuss the areas of concern expressed by the Board at a publicly noticed meeting. In the event the disagreement is not resolved, the City and County must submit the dispute to a mediator. *See*, Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 (Attachment #1).

#### **Analysis:**

At the December 9, 2014 meeting, questions were raised concerning the proposed voluntary annexation of property located along the North side of I-10, West of Sharer road, and whether the subject property met contiguity, reasonable compactness, and non-serpentine pattern requirements or otherwise created an enclave.

#### **Contiguous:**

Under section 171.031(11), Florida Statutes (2014), land will be considered “contiguous” when “a substantial part of a boundary of the territory... is coterminous with a part of the boundary of the municipality.” As interpreted by the courts, contiguity requires that only one side of the configuration being annexed must be substantially contiguous. *City of Sanford v. Seminole County*, 538 So.2d 113 (Fla. 5th DCA 1989). The court in that case did not feel it was necessary to look at the total perimeter of the area being annexed, because the statutory definition required only that a substantial part of a single boundary of the annexed area be coterminous with the annexing municipality. Further, the presence of a road running parallel to a city’s boundary should not prevent the assimilation of adjoining territory, as such land is still seen as contiguous. For example, in one case the petitioner’s property was still found contiguous, despite the property being bounded by I-75 and a body of water. *See, May v. Lee County*, 483 So.2d 481 (Fla. 2d DCA 1986). However, if an Interstate highway effectively bars access between the subject property and the municipality, the property will fail to be “contiguous”. *Town of Boynton v. State ex rel. Davis*, 103 Fla. 1113 (Fla. 1932). Connection of the annexing municipality and annexed area by a single point (corner contiguity) will likely not meet the contiguity requirement and will invalidate the annexation. *See, People ex rel. Hanrahan v. Village of Wheeling*, 356 N.E. 2d 806, 815 (Ill. App. Ct. 1976) (holding that point-to-point or cornering is generally not sufficient to satisfy the contiguity requirement).

#### **Reasonable Compactness:**

Property that is proposed to be voluntarily annexed must also be “reasonably compact”. Section 171.031(12), Florida Statutes (2014), defines “compactness” as a “concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact.” The courts have also held that a voluntarily annexed property was not “reasonably compact” because it created a 100-acre “pocket” of unincorporated territory surrounded by hundreds of acres of municipal property. *City of Center Hill v. McBryde*, 952 So.2d 599 (Fla. 5th DCA 2007). A “pocket” can be as large as this 100-acre area or “a small isolated area or group”. *City of Sanford*, 538 So.2d at 115. The statutory requirement that pockets not be created by annexation was intended to insure that no vestiges of unincorporated property be left in a sea of incorporated property. Yurko, 32 Stetson L. Rev. 517, 533 (2003)

Enclaves and Non-Serpentine Patterns:

Proposed property to be voluntarily annexed must not create enclaves nor be accomplished in a serpentine pattern or manner. Section 171.031(13), Florida Statutes (2014), defines an “enclave” as “[a]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or [a]ny unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.” The court found that annexation was inappropriate in a particular circumstance because such annexation created enclaves of unincorporated territory within the newly annexed municipal territory with no access since the municipality had also annexed the roadways. *City of Sunrise v. Broward County*, 473 So.2d 1387 (Fla. 4th DCA 1985). The term “serpentine” is not defined in section 171.031, Florida Statutes (2014). However, the court in the *City of Sanford* case interpreted “serpentine” to mean “winding or turning one way and another.” *City of Sanford*, 538 So.2d at 115. The court in the *City of Sunrise* case determined that annexation was inappropriate because such annexation would create “finger areas in a serpentine pattern.” *City of Sunrise*, 473 So.2d at 1389.

For example, the voluntary annexation proposal raised at the December 9, 2014 Board meeting to annex the property located along the north side of I-10, west of Sharer Road would, under current law, be considered reasonably compact because it is located in a single area and falls under one county. Such annexation would not create an enclave because the property does not cut off access to other parcels that are not within the municipality. The fact that the property is bounded on one side by I-10 (a public highway) does not affect the contiguity of the property because, but for I-10, the property would abut the boundary of the municipality’s borders. On December 9, 2014, the Board voted to not object to the subject voluntary annexation.

Under Policy 2.1.4 [I] of the Comprehensive Plan, the County Administrator is provided notice of proposed voluntary annexations at the same time as relevant City departments, and the plan for each annexation is provided to the County at the same time it is provided to the City Commission, but in no event less than six (6) days’ prior to the first reading of the ordinance by the City. This six (6) day requirement may not, however, provide the Board sufficient time to consider such proposals. Therefore, a proposed amendment to the Comprehensive Plan, providing for not less than twenty (20) days’ notice prior to the first reading of the proposed annexation ordinance, may afford the County more time to sufficiently review such annexation proposals.

**Options:**

1. Accept the staff report on the rules governing annexation procedures.
2. Direct staff to prepare proposed amendments to the Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4 [I], consistent with the Board's direction.
3. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachment:**

1. Tallahassee-Leon County Comprehensive Plan, Intergovernmental Coordination Element, Policy 2.1.4.[I].

PTK:kam

**Policy 2.1.4: [I]**

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes. Prior to the passage of any ordinance for annexation, the City shall prepare and have available for public inspection a plan setting forth the schedule for the delivery of City provided urban services to the property subject to annexation and shall include:

- a. How land use compatibility will be insured;
- b. How facilities will be provided, and by which entity;
- c. How level of service standards will be made consistent with this plan;
- d. For voluntary annexation, the amount of any agreed upon water and/or sewer rebate that will be due to the petitioner.

When the City receives a request or petition for voluntary annexation, it will provide notice of the request or petition, together with the parcel number(s), for official review and comment, as well as ownership information from the County's online data furnished by the County Property Appraiser, to the relevant City departments; and, at the same time, send a copy of the notice to the County Administrator. The plan for each annexation shall be provided by the City Manager to the County Administrator, the County's Growth Management Direction and the County Attorney at the time that it is provided to the City Commission, but no less than six (6) days before the first reading of the ordinance. The Board of County Commissioners shall have the opportunity to review, comment, and suggest changes regarding the proposed annexation prior to the adoption of the annexation ordinance(s) by the City Commission, but such comments must be received by the City Manager prior to the public hearing on the annexation ordinance(s) related to the plan. In the event that the County Commission objects to the annexation, the Mayor and the Chairman of the Board of County Commissioners shall confer in a publicly noticed meeting and fully discuss the areas of concern expressed by the County. The City shall delay the annexation process for a period not to exceed 30 days for the purpose of holding the joint meeting with the County. In the event the County continues to object to the proposed annexation following the joint meeting with the City, the City and County agreed to submit the dispute to a mutually acceptable mediator. Expense of the mediation shall be equally divided between the City and County. The City shall delay the annexation process for a period not to exceed 60 days for the purpose of conducting the mediation proceedings.

**Leon County  
Board of County Commissioners**

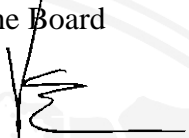
**Notes for Agenda Item #24**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #24

February 10, 2015

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

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

**Title:** Consideration of Full Board Appointments to the Joint City/County Bicycle Workgroup and Value Adjustment Board

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Christine Coble, Agenda Coordinator

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

- Option #1: Make one appointment to the Joint City/County Bicycle Workgroup.
- Option #2: Reappoint Pamela Kiser-Burch to the Value Adjustment Board.

## Report and Discussion

### **Background:**

This agenda requests full Board appointments to the Joint City/County Bicycle Workgroup and Value Adjustment Board.

### **Analysis:**

#### Joint City-County Bicycle Work Group

**Purpose:** The Board adopted an Enabling Resolution on June 26, 2012, creating the Joint City/County Bicycle Workgroup. The Workgroup provides recommendations (through the Planning staff) regarding proposed cycling-related projects, improvements, events, and ordinances, that are considered to be of community interest and for the betterment of the Tallahassee-Leon County community (Attachment #1).

**Composition:** The Workgroup has 12 members; six members are appointed by the City Commission and six members are appointed by the Board. Members serving are representatives of cycle-related non-profit organizations, state/local agencies, bicycle groups, and local bicycle businesses.

**Vacancy:** Zach Finn has resigned from the Workgroup (Attachment #2). His term would have expired December 31, 2015. Therefore, the Board needs to appoint one member to fill the unexpired term and the member would be eligible for reappointment. Staff has received applications from Kristen Lee (Attachment #3), Mark Wheeler (Attachment #4), and Sarah Wilson (Attachment #5).

*Table 1: Joint City-County Bicycle Work Group*

<b>Vacancy</b>	<b>Applicants</b>	<b>Recommended Action</b>
Zach Finn (Resigned)	Kristen Lee Mark Wheeler Sarah Wilson	Full Board to make one appointment.

### **Value Adjustment Board**

**Purpose:** The Value Adjustment Board (VAB) settles disputes between taxpayers and the Property Appraiser. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB (Attachment #6).

**Composition:** The VAB consists of five members: two County Commissioners, one School Board member, one citizen appointed by the Board of County Commissioners, and one citizen appointed by the School Board. Members serve two-year terms, expiring on February 28, with the full Board making the citizen appointment.

**Vacancy:** The term of Pamela Kiser-Burch expires February 28, 2015. Ms. Burch is interested in reappointment (Attachment #7) and eligible to serve. No additional applications have been received.

*Table 2: Value Adjustment Board*

<b>Vacancy</b>	<b>Applicant</b>	<b>Recommended Action</b>
Pamela Kiser-Burch	Pamela Kiser-Burch	Reappoint Pamela Kiser-Burch

**Options:**

1. Make one appointment to the Joint City/County Bicycle Workgroup.
2. Reappoint Pamela Kiser-Burch to the Value Adjustment Board.
3. Board direction.

**Recommendation:**

Options #1 and #2.

**Attachments:**

1. Eligibility & Criteria – Joint City/County Bicycle Workgroup
2. Email – resignation of Zach Finn
3. Application – Kristen Lee
4. Application – Mark Wheeler
5. Application – Sarah Wilson
6. Eligibility & Criteria – Value Adjustment Board
7. Email from Cathy Mills regarding VAB reappointment



# Joint City/County Bicycle Working Group

**Responsibility:**

Provide recommendations (through the Planning staff) regarding proposed cycling-related projects, improvements, events, and ordinances that are considered to be of community interest and for the betterment of the Tallahassee-Leon County community.

The Workgroup shall review and provide collective input on new ordinances or amendments as they relate to the Comprehensive Plan and implementing Land Development Regulations.

**Created By:**

County - Enabling Resolution - June 26, 2012

City - Enabling Resolution - July 11, 2012

**Appointments:**

The Workgroup shall have twelve (12) members

Six (6) members shall be appointed by the Commission;

Six (6) members shall be appointed by the Board;

Upon the occurrence of a vacancy in any of these appointed positions, a new member shall be appointed to fill such vacancy by the majority vote of the Workgroup; provided, however, that such appointment shall not become effective until ratified and approved by the Commission or the Board, as the case may be, to be determined by which body appointed the original member in such position

**Terms:**

As an ad hoc standing committee, the length of term and number of terms allowed is not specified

**Eligibility Criteria:**

Applications from representatives of cycle-related non-profit organizations, State/local agencies, bicycle groups, and local bicycle businesses shall be accepted and considered.

**Schedule:**

The members shall meet quarterly, or as frequently needed to accomplish its mission statement.

**Contact Person/Staff:**

Megan Doherty, AICP

Transportation Planner

Tallahassee-Leon County Planning Department

435 N. Macomb St.

Tallahassee, FL 32301

(850) 891 - 6441

[Megan.doherty@talgov.com](mailto:Megan.doherty@talgov.com)

**MEMBERS:**

Bryant, Edgar	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: bryantej@hotmail.com
Kastner, Mark	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: mdk10c@my.fsu.edu
Littlefield, Matthew	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: mdlittlefield@gmail.com
Prebys, Thomas A.	Begin Term: 12/12/2012 End Term: 12/31/2014 Type: two years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: tomprebys@yahoo.com
Loewen, Karen	Begin Term: 12/12/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: RememberWhen@supernet.net
von Tol, Johan	Begin Term: 12/12/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/12/2012 <hr/> Appointed by: Tallahassee City Commission	Notes: Email: johanvantol@yahoo.com

Desloge, George	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: gdesloge@ersgroup.com
Finn, Zach  <b>RESIGNED</b>	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: zach.xtr@gmail.com
McDaris, Kathy	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years  0	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: mcdaris@comcast.net
Scott, Dennis	Begin Term: 12/11/2012 End Term: 12/31/2015 Type: three years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: velo4@juno.com
Dudley, Clifford Scott	Begin Term: 1/27/2015 End Term: 12/31/2016 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: sdudley@flicities.com
Edmonds, Bill	Begin Term: 1/27/2015 End Term: 12/31/2016 Type: two years	Original Date: 12/11/2012 <hr/> Appointed by: Board of County Commissioners	Notes: Email: wtedmonds@gmail.com

**From:** "Doherty, Megan" <Megan.Doherty@talgov.com>  
**To:** "Coble, Christine" <CobleC@leoncountyfl.gov>  
**Date:** 11/18/14 9:30 AM  
**Subject:** FW: October Meeting Summary and Upcoming Events

From: Zach Finn [mailto:zach.xtr@gmail.com]  
Sent: Wednesday, October 22, 2014 9:52 PM  
To: Doherty, Megan  
Subject: Re: October Meeting Summary and Upcoming Events



Megan,

As likely apparent from my busy schedule and inability to participate in meetings I do not wish to be appointed to a second term. I do appreciate and wish both the city and the committee all the best and believe it is a great asset to our community!

Cheers,

Zach Finn  
zach.xtr@gmail.com<mailto:zach.xtr@gmail.com>

## Joint City-County Bicycling Workgroup Application

			
Name: Kristen Lee		Date: 11/06/2014	
Home Phone: 310-990-0014	Work Phone: 850-644-7764	Email: <a href="mailto:kelee@fsu.edu">kelee@fsu.edu</a>	
Occupation: Sustainability Program Coordinator		Employer: Florida State University	
Please check box for preferred mailing address.			
<input type="checkbox"/> Work Address: City/State/Zip:			
<input checked="" type="checkbox"/> Home Address: 922 Hawthorne Street City/State/Zip: Tallahassee, FL 32308			
Do you live in Leon County? <b>Yes</b> No If yes, do you live within the City limits? <b>Yes</b> No Do you own property in Leon County? Yes <b>No</b> If yes, is it located within the City limits? Yes No For how many years have you lived in and/or owned property in Leon County? <u>Less than 1</u> years			
Are you currently serving on a City or County Advisory Committee? <b>Yes</b> <b>No</b> If Yes, on what Committee(s) are you a member? _____			
Have you served on any previous City or County committees? Yes <b>No</b> If Yes, on what Committee(s) have you served? _____			
<p><i><b>If you are appointed to the Joint City-County Bicycling Workgroup, you are expected to attend regular meetings.</b></i></p> How many days per month would you be willing to commit for Committee work? 1 <b>2 to 3</b> 4 or more And for how many months would you be willing to commit that amount of time? 2 3 to 5 <b>6 or more</b> What time of day would be best for you to attend Committee meetings? Day <b>Night</b> Can you serve a full three-year term? <b>Yes</b> No			
<p><i>(OPTIONAL)</i> The City of Tallahassee and Leon County strive to meet their goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.</p> Race: <b>Caucasian</b> African American Hispanic Asian Other Sex: Male <b>Female</b> Age: <u>26</u> Disabled? Yes <b>No</b>			
Are you representing a specific agency or organization? <b>Yes</b> No If Yes, please list the organization. <u>Florida State University</u>			

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in the City of Tallahassee or Leon County; any charitable or community activities in which you participate; and reasons for your interest in the Joint City-County Bicycling Workgroup. Please attach your resume, if one is available.

- I am very interested in participating on the Joint City-County Bicycling Workgroup for a number of reasons. Firstly, I hope to civically engage as a new member of the Tallahassee community. Secondly, I believe that both City and County bicycling topics are applicable to my line of work as the new Campus Sustainability Program Coordinator for FSU; I also believe that serving on the Workgroup would allow a dialogue and relationship to continue in regards to the bicycling initiatives on FSU's campus. Thirdly, I am a committed bicycle commuter who cares deeply about the safety, infrastructural, and cultural issues that surround sustainable transportation and recreation.
- MA in Public Affairs and Natural Resources Policy from University of Texas at Austin
- BA in Environmental Studies from Dickinson College, Carlisle, Pennsylvania
- Study Abroad in Climate Science from University of East Anglia, UK
- LEED Green Associate, Green Building Certification Institute (08/2013 – present)
- Served as first Graduate Assistant for University of Texas at Austin's Campus Environmental Center
- Served as Graduate Representative, UT President's Sustainability Steering Committee
- Worked as Graduate Research Intern at City of Austin/Capital Area Metropolitan Planning Organization (Transportation Planning)
- Worked for City of Austin's Zero Waste Department (Austin Resource Recovery)
- Committed bike commuter for 4 years, car free for 7 years

Please find my resume attached for your consideration.

References (you must provide at least one personal reference who is not a family member): Name: <u>Nancy Chan</u> Telephone: <u>830-335-8611</u> Address: <u>1520 Rutherford Lane, Austin, TX 78754</u>
Name: <u>Elizabeth Swiman</u> Telephone: <u>850-645-0395</u> Address: <u>Mendenhall A-116, Florida State University, Tallahassee, FL 32304</u>

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF THE JOINT CITY-COUNTY BICYCLING WORKGROUP, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING CODE OF ETHICS FOR PUBLIC OFFICERS AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE CITY OF TALLAHASSEE OR BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLISHED AT [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? **Yes** No  
Will you be receiving any compensation that is expected to influence your vote, action, or participation on the Committee? Yes **No** If yes, from whom? \_\_\_\_\_  
Do you or your employer, or your spouse or child or their employers, do business with the City of Tallahassee or Leon County? **Yes** No  
If yes, please explain. I'm sure that FSU engages with City of Tallahassee and Leon County in some business transaction; however, these are not related to my position.  
Do you have any employment or contractual relationship with the City of Tallahassee or Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes **No**  
If yes, please explain. \_\_\_\_\_

Please note that pursuant to City of Tallahassee policy, a background check may be conducted for City appointees to the Joint City/County Bicycling Workgroup.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Kristen E Lee

**Please return Application**

by mail: Tallahassee Leon County Planning Department  
Attn: Megan Doherty  
435 North Macomb Street  
Tallahassee, FL 32301

by email: [megan.doherty@talgov.com](mailto:megan.doherty@talgov.com)

Kristen Lee

1210 Hollow Creek Drive, Unit 1, Austin TX 78704 – 310.990.0014 – kristen.elizabeth.lee@gmail.com

Personal Statement

Enthusiastic new member of the Tallahassee community eager to utilize my skill set in sustainability administration and management as well as knowledge of policy issues as a member of the Joint City/County Bicycle Working Group.

Professional Experience

**Florida State University, Tallahassee, FL**

10/14 - present

Campus Sustainability Program Coordinator

- Work closely with students, faculty, and staff to program FSU's current sustainability offerings and facilitate the future of campus sustainability culture
- Oversee seven student initiatives, existing student staff, and outreach efforts
- Support Director on short- and long-term projects

**Climate Buddies, Austin, TX**

4/14 – 10/14

Fundraising Consultant

- Work closely with the Board of Directors to facilitate capacity-building planning efforts, including programmatic and staff development, funding eligibility, and strategic visioning
- Recommend actions to the Board and members on identifying metrics, programmatic strengths, and engagement opportunities to position the company for successful fundraising efforts
- Write proposals and compile necessary supporting documents into application packages

**Austin Resource Recovery (ARR), City of Austin, TX**

9/13 – 2/14

Quality Assurance Program Specialist

- Reviewed and tracked Quality Assurance performance measures and effectiveness for Departmental Zero Waste and Carbon Reduction goals, ensuring requirement identification and alignment for ARR Master Plan and City of Austin Comprehensive Plan
- Acted as Sustainability Officer for the successful \$400,000 EPA Brownfields Revitalization Assessment Grant, providing sustainability advice, grant writing, environmental literature research, as well as project development and communication management to project partners
- Co-founded Alternative Transportation Policy Task Force and facilitated buy-in from Executive Team and employees. Conducted city, state, and national best practices research, departmental survey, and GHG calculations to provide options for 4 -10 hour work weeks, teleworking, and teleconferencing, demonstrated benefits of alternative modes of transportation and based upon employee commuting habits, mileage, and carbon footprint
- Participated in Departmental Green Team, responsible for revamping employee recruitment and retention strategy as well as ensuring Zero Waste activity (90%+ diversion rate) was supported at departmental events

**Office of Sustainability, Yale University, New Haven, CT**

2/13 –6/13

Spring 2013 Sustainability Fellow

- Coordinated annual week-long Earth Week, celebrated with 30+ on-campus events. Served as primary point-of-contact for logistic planning with the event team leads, ensuring proper marketing for variety of audiences, attendance tracking, food delivery, volunteer support
- Maintained and edited sustainability events calendar and website as Content Manager
- Maximized recycling, reuse, and donation of 25 tons of materials as Logistics Planning Lead for sustainable Student Move-Out. Ensured proper disposal and sorting of goods for University and community benefit



Kristen Lee

1210 Hollow Creek Drive, Unit 1, Austin TX 78704 – 310.990.0014 – kristen.elizabeth.lee@gmail.com

- Contributed to the management of budget for Earth Week celebration/Move-Out to accommodate student workers' salaries and catering
- Recruited, trained and supervised 35 student staff to ensure proper disposal and donation of used goods, as well as consistent information dissemination

**Emisstar, LLC, Austin, TX**

8/12 – 2/13

Grants Project Coordinator

- Researched and matched federal and state grant opportunity for clients
- Wrote, edited, and packaged grant proposals for state emissions reduction technology grants
- Undertook data analysis in support of grant applications
- Managed projects successfully under strict deadlines
- Repaired and utilized NO<sub>x</sub> calculator
- Secured \$2.65 million for clients during Texas Commission on Environmental Quality's 2012 Emissions Reduction Incentive Grants round

**Campus Environmental Center (CEC), University of Texas at Austin (UT)**

10/11 – 8/12

Senior Program Associate

- Organized Center's weekly student meetings with the goal of sustaining and building student interest by inviting environmental community leaders as speakers, recommending documentaries
- Supported four Assistant Directors, liaised to Staff Advisor to provide mission alignment and program management
- Assisted with the development of first campus-wide sustainability literacy survey to provide institutional understanding of campus-wide curriculum strengths/weaknesses in how UT students are educated on sustainability issues
- Acted as Grant Writing Lead to ensure continued funding of programs, successfully funded three (3) student positions and a year worth of supplies for CEC committees
- Served as CEC representative at on-campus meetings to advocate on behalf of CEC/student interest in sustainability issues
- Served as Graduate Representative, UT President's Sustainability Steering Committee

Education

**LBJ School of Public Affairs, University of Texas at Austin**

Master of Arts (MA) Degree in Public Affairs and Natural Resources Policy

Graduated: 5/12

GPA: 3.45

**Dickinson College, Carlisle, Pennsylvania**

Bachelor of Arts (BA) Degree in Environmental Studies



Graduated: 5/10

GPA: 3.40

Specialist Skills and Affiliations

- MicroStrategy Business Intelligence Solutions (City of Austin, Texas)
- LEED Green Associate Accreditation
- US Green Building Council Member
- Member of Dickinson Delegation to UNFCCC in Copenhagen, DK, December 2009

## Joint City-County Bicycling Workgroup Application

			
Name: Mark Wheeler		Date: 1-13-15	
Home Phone: 850-556-3411	Work Phone: Same	Email: wheeloid2012@gmail.com	
Occupation:		Employer:	
Please check box for preferred mailing address. <input type="checkbox"/> Work Address: City/State/Zip:			
<input type="checkbox"/> Home Address: 8046 Jordan Court City/State/Zip: Tallahassee, Florida 32309			
Do you live in Leon County? <u>Yes</u> No    If yes, do you live within the City limits? Yes No  Do you own property in Leon County? <u>Yes</u> No    If yes, is it located within the City limits? Yes No For how many years have you lived in and/or owned property in Leon County? <u>31</u> years			
Are you currently serving on a City or County Advisory Committee? Yes <u>No</u> If Yes, on what Committee(s) are you a member? _____			
Have you served on any previous City or County committees? <u>Yes</u> No If Yes, on what Committee(s) have you served? _____			
<i><b>If you are appointed to the Joint City-County Bicycling Workgroup, you are expected to attend regular meetings.</b></i> How many days per month would you be willing to commit for Committee work? 1 2 to 3 <u>4 or more</u> And for how many months would you be willing to commit that amount of time? 2 <u>3 to 5</u> 6 or more What time of day would be best for you to attend Committee meetings? <u>Day</u> Night Can you serve a full three-year term? <u>Yes</u> No			
(OPTIONAL) The City of Tallahassee and Leon County strive to meet their goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals. Race: <u>Caucasian</u> African American Hispanic Asian Other Sex: <u>Male</u> Female Age: <u>53</u> Disabled? Yes No			
Are you representing a specific agency or organization? Yes <u>No</u> If Yes, please list the organization. _____			

In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in the City of Tallahassee or Leon County; any charitable or community activities in which you participate; and reasons for your interest in the Joint City-County Bicycling Workgroup. Please attach your resume, if one is available.

I was a member for many years when I still worked at TPD ( for about 6 years on Committee)as developer of the Police on Bikes program, helped with Rails to trails and managed the Police department's Community policing program. I have also been an avid cyclist here in Tallahassee for 30 years both on and off road, a commuter on bikes and taught both police on bike schools as well as was a member of the IPMBA. I have written published articles in both Mountain bike and Bicycling magazine on rules of the road and interactions with cyclists and law enforcement. I am currently an instructor at the TCC public safety training institute, a police tactics advisor/ consultant, and am working closely with the developer of "thegolfbike" here locally at higher ground. I can bring a input from the rider, consumer, user, advocate and law enforcement areas associated with the committees work.

References (you must provide at least one personal reference who is not a family member):

Name: Brian Desloge Telephone: 850-841-9285

Address: \_\_\_\_\_

Name: Darryl Furuseth Telephone: 850-508-0585

Address: \_\_\_\_\_

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

AS A MEMBER OF THE JOINT CITY-COUNTY BICYCLING WORKGROUP, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING CODE OF ETHICS FOR PUBLIC OFFICERS AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE CITY OF TALLAHASSEE OR BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLISHED AT [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.

Have you completed the Orientation? Yes No

Will you be receiving any compensation that is expected to influence your vote, action, or participation on the Committee? Yes No If yes, from whom? \_\_\_\_\_

Do you or your employer, or your spouse or child or their employers, do business with the City of Tallahassee or Leon County? Yes No

If yes, please explain. \_\_\_\_\_

Do you have any employment or contractual relationship with the City of Tallahassee or Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? Yes No

If yes, please explain. \_\_\_\_\_

Please note that pursuant to City of Tallahassee policy, a background check may be conducted for City appointees to the Joint City/County Bicycling Workgroup.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Mark Wheeler

**Please return Application**

by mail: Tallahassee Leon County Planning Department  
Attn: Megan Doherty  
435 North Macomb Street  
Tallahassee, FL 32301

by email: [megan.doherty@talgov.com](mailto:megan.doherty@talgov.com)

by fax: 850-891-6404

# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

**It is the applicant's responsibility to keep this information current.  
To advise the County of any changes please contact Christine Coble  
by telephone at 606-5300 or by e-mail at CobleC@leoncountyfl.gov**



**Applications will be discarded if no appointment is made after two years.**

Name: Sarah Wilson		Date: 21-Nov-2013
Home Phone: (850) 459-2921	Work Phone: (850)459-2921X	Email: skwilson@thatchermathias.com
Occupation:CONSULTANT / BUSINESS OWN		Employer: THATCHER MATHIAS
Preferred mailing location: Work Address Work Address: 3101 SHARER ROAD		
City/State/Zip: TALLAHASSEE FL 32312		
Home Address 3101 SHARER ROAD		
City/State/Zip: TALLAHASSEE FL 32312		
Do you live in Leon County? Yes      If yes, do you live within the City limits? No		
Do you own property in Leon County? Yes      If yes, is it located within the City limits? No		
For how many years have you lived in and/or owned property in Leon County? 34.00years		
Are you currently serving on a County Advisory Committee? No		
If yes, on what Committee(s) are you a member?		
Have you served on any previous Leon County committees? No		
If yes, on what Committee(s) are you a member?		
Are you interested in serving on any specific Committee(s)? If yes, please indicate your preference		
1st Choice: Commission on the Status of Women and Girls2nd Choice:Joint City/County Bicycle Working Group		
What cultural arts organization do you represent, if any?		
If not interested in any specific Committee(s), are you interested in a specific subject matter? If yes, please note those areas in which you are interested:		
TOO MANY TO LIST WITH ONLY TWO CHOICES! INTERESTED IN THE SUCCESS OF WOMEN IN THE ECONOMY, E		
<b><u>If you are appointed to a Committee, you are expected to attend regular meetings.</u></b>		
How many days permonth would you be willing to commit for Committee work? 2 to 3		
And for how many months would you be willing to commit that amount of time? 6 or more		
What time of day would be best for you to attend Committee meetings? Day, Night		
<b>(OPTIONAL)</b> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.		
Race:Caucasian	Sex:Female	Age: 39
Disabled? No	District: District 3	

**In the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application.**

I USED TO BE MUCH MORE INVOLVED IN THE LOCAL COMMUNITY, THEN ENTERED A PROFESSION THAT DEMANDED TRAVEL AND FULL ATTENTION. I WAS ESSENTIALLY OUT OF THE COMMUNITY FOR NEARLY A DECADE. THIS PAST MAY I LEFT THAT WORK AND STARTED MY OWN COMPANY HERE LOCALLY AND ONE OF THE MAJOR DRIVERS WAS A DESIRE TO RE-ENGAGE IN MY OWN TOWN.

MY BACKGROUND IS IN TECHNOLOGY AND MANAGEMENT CONSULTING, WITH AN EMPHASIS ON STRATEGIC PLANNING, PROJECT MANAGEMENT, ORGANIZATIONAL AND PROCESS DESIGN AND CHANGE MANAGEMENT. I HAVE WORKED IN GOVERNMENT AGENCIES FOR MORE THAN 15 YEARS AND MOST OF THAT TIME I HAVE WORKED IN THE TRANSITION SPACES WHERE GOVERNMENT INTERACTS WITH THE PUBLIC. I HAVE AN AVID INTEREST IN ECONOMIC DEVELOPMENT - PARTICULARLY IN THE WAYS THAT GOVERNMENT CAN ENCOURAGE OR DISCOURAGE NEW ACTIVITY WITH ITS POLICIES.

I WOULD VERY MUCH LIKE TO JOIN THE COMMISSION, PARTICULARLY TO WORK ON THE ISSUES OF WOMENS' FULL INVOLVEMENT IN THE ECONOMY AND POLITICS. I AM A MEMBER OF THE 2013-14 WOMEN CAN RUN COHORT, OPERATING THROUGH THE OASIS CENTER FOR WOMEN AND GIRLS. I ATTENDED AND VOLUNTEERED AT THE CONFERENCE ON WOMEN AND THE WORKPLACE AND I CAN SEE SO MANY OPPORTUNITIES TO GET INVOLVED IN A POSITIVE WAY TOWARDS THIS WORK.

FOR MY OTHER INTERESTS, I AM A CYCLIST, TRIATHLETE AND MY HUSBAND AND I ARE VERY ACTIVE IN THE LOCAL MOUNTAIN BIKING ASSOCIATION. WE ARE ACTIVE AND LOVE THE AREA AND ALWAYS ENJOY SHARING OUR TOWN WITH PEOPLE THAT MAY NOT KNOW IT LIKE WE DO.

---

References (you must provide at least one personal reference who is not a family member):

Name: LIZ JOYNER Telephone: (850) 264-0601  
Address: LIZ@TOTHEVILLAGESQUARE.ORG

---

Name: Telephone:  
Address:

**IMPORTANT LEGAL REQUIREMENTS FOR ADVISORY COMMITTEE MEMBERSHIP**

**AS A MEMBER OF AN ADVISORY COMMITTEE, YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-THE-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS, AND PUBLIC RECORDS DISCLOSURE. THE CONSEQUENCES OF VIOLATING THESE APPLICABLE LAWS INCLUDE CRIMINAL PENALTIES, CIVIL FINES, AND THE VOIDING OF ANY COMMITTEE ACTION AND OF ANY SUBSEQUENT ACTION BY THE BOARD OF COUNTY COMMISSIONERS. IN ORDER TO BE FAMILIAR WITH THESE LAWS AND TO ASSIST YOU IN ANSWERING THE FOLLOWING QUESTIONS, YOU MUST COMPLETE THE ORIENTATION PUBLICATION [www.leoncountyfl.gov/bcc/committees/training.asp](http://www.leoncountyfl.gov/bcc/committees/training.asp) BEFORE YOUR APPLICATION IS DEEMED COMPLETE.**

Have you completed the Orientation? No

Are you willing to complete a financial disclosure form and/or a background check, if applicable? Yes

Will you be receiving any compensation that is expected to influence your vote, action, or participation on a Committee? No

If yes, from whom?

Do you anticipate that you would be a stakeholder with regard to your participation on a Committee? Yes

Do you know of any circumstances that would result in you having to abstain from voting on a Committee due to voting conflicts? No

If yes, please explain.

Do you or your employer, or your spouse or child or their employers, do business with Leon County? No

If yes, please explain.

Do you have any employment or contractual relationship with Leon County that would create a continuing or frequently recurring conflict with regard to your participation on a Committee? No

If yes, please explain.

All statements and information provided in this application are true to the best of my knowledge.

Signature: Sarah K. Wilson

This application was electronically sent: 11/21/2013 10:54:45AM



## SARAH K. WILSON

850-459-2921  
skwilson@thatchermathias.com

### Education, Licenses & Certifications

- BFA, Florida State University (FSU)
- Project Mgmt. Professional (PMP®)
- Leadership Tallahassee, Class 26

### Community Activities

- Board Member, The Magnolia School, 2013 - present
- Leadership Tallahassee Planning Committee, Building Better Boards 2012, 2013
- Board Member, Brehon Institute for Family Services, 2009-2011
- 2009-2010 KCCI Community Catalyst
- Community Human Services Partnership 2009, 2010
- Member, Gulf Winds Triathletes
- Volunteer, To The Village Square

### Public Speaking

Ms. Wilson is a dynamic public speaker who has addressed local, state and national audiences including:

- The Florida Public Service Commission
- The American Public Power Association (APPA)
- The National Association of Telecommunications Officers and Advisors (NATOA)
- The Florida Government Technology Conference
- Leadership Tallahassee Building Better Boards
- City and County Commissions, Florida Legislature

### Personal Interests

- Triathlons (Swim, Bike, Run)
- Mountain Biking
- Kayaking
- Good food
- Adventures with my husband and kids

## Business Accelerator, Strategist, Leader

Sarah Wilson is a certified Project Management Professional with 17 years experience innovating at the intersection where business and government connects. She is a skilled facilitator who has made government work better for its citizens and given generously to her community. She is a charismatic writer and speaker who can weave the narrative of an organization for employees, journalists, clients, investors and legislators. She is the person you want for your big pitch, launching your critical project, or by your side in a crisis.

Her strengths lie in communication, innovation, teambuilding and facilitation. She sees the connections and commonalities in processes, systems, objectives or outcomes and exploits them to effect positive change in an organization. Good ideas rarely fail because they turn out to be bad ideas – they fail because people didn't believe in them or know how to achieve them.

Sarah's gift is finding good ideas and making them reality.

## Work History

### Thatcher Mathias

2013 – present

#### President

Owner of an independent project management, change management, process design and strategic planning consulting firm. Current projects include advising a healthcare technology transfer project with Florida State; co-authoring *Remembering the Future* which re-defines strategic planning methodologies using memory as a template; restructuring a mid-size technology organization, managing a multi-year government software implementation project and supporting a business accelerator.

### KPMG, LLP

2007-2013

#### Director, Management Consulting – Performance and Technology practice

Ms. Wilson was responsible for leading business development and delivery within the state of Florida. By developing relationships and delivering value to clients, she increased revenues ten fold in three years. She sold and delivered projects for clients in government, finance, manufacturing, retail, healthcare and insurance industries. She used strategic planning, process re-engineering, organizational design, information technology, cost optimization and change management to transform operations and add tens of millions of dollars to her clients' bottom lines.

### Enterprise Technology Partners

2006-2007

#### North Florida Market Director

Ms. Wilson grew revenues for this Orlando-based technology and management consulting firm ~300% in ten months. She delivered technology and process improvement engagements and maintained relationships that the firm's founder, a former Ryder Corp. executive and board member of the Florida Chamber of Commerce, valued in Tallahassee.

### Citizens Property Insurance Corporation

2004-2006

#### Special Projects Manager / Business Analyst Manager

Ms. Wilson led the planning and re-engineering of catastrophe claims operations for Citizens following record-setting storm seasons in 2004 and 2005. Upon implementation, Citizens handled a 42% increase in claim volume with a 30% decrease in response times in 2005 versus 2004. The claims business unit estimated cost savings from reduced contractors at approximately \$14 million.

### Mainline Information Systems

1999-2004

#### Special Projects Manager (previously Application Architect, Java Developer)

Ms. Wilson was one of a small group of programmers acquired by Mainline Information Systems in 1999. The subsidiary NCGi created software products for the market and developed custom applications for clients. In three years NCGi grew 600%.

In 2002, Ms. Wilson was given the opportunity to create and promote the Digital Canopy and develop Mainline's wireless service offering. She was responsible for concept development, marketing, press, funding, business and staff management and research. The Digital Canopy was the joint effort of 32 organizations that donated time, effort and materials to construct one of the nation's first public wireless networks in Tallahassee, Florida. Following the launch of the project, Ms. Wilson spent the next year promoting the project and Tallahassee to National and Regional audiences.

# Value Adjustment Board

**Created By:**

Section 194.015, Florida Statutes

**Appointments:**

Five.

- 2 - County Commissioners
- 1 – School Board member
- 1 - Citizen - Full Board appointment
- 1 – Citizen – School Board appointment

Selection criteria for Citizenship:

1. Person above the age of 18
2. Owns homestead property within Leon County
3. Is not a member or employee of any taxing authority
4. Does not represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes
5. Is not engaged in litigation against any County in the State of Florida

Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest;

- (a) Each elected member of the Value Adjustment Board (VAB) shall serve on the Board until he or she is replaced by a successor elected by his or her respective governing body or School Board or is no longer a member of the governing body or School Board of the County.
- (b) When an elected member of the VAB ceases being a member of the governing body or School Board whom he or she represents, that governing body or School Board must elect a replacement.
- (c) When the citizen member of the VAB appointed by the governing body of the County is no longer an owner of homestead property within the County, the governing body must appoint a replacement.
- (d) When the citizen member appointed by the School Board is no longer an owner of a business occupying commercial space located within the school district, the School Board must appoint a replacement.

**Terms:**

Two Years

**Contact Person/Staff:**

Ms. Cathy Mills  
Deputy Clerk to the Value Adjustment Board  
301 S. Monroe Street  
Tallahassee 32301  
(850) 577-4003  
Email: [camills@leoncountyfl.gov](mailto:camills@leoncountyfl.gov)



**THE BOARD OF COUNTY COMMISSIONERS, LEON COUNTY, FLORIDA  
CITIZEN MEMBER QUALIFICATIONS DECLARATION  
TO THE VALUE ADJUSTMENT BOARD**

The citizen member appointed by the Board of County Commissioners must be the following:

1. One who owns homestead property in the County appointed by the county's governing body.
2. Citizen members must not be:
  - a. A member or employee of any taxing authority in this state;
  - b. A person who represents property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.
3. Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest.
  - (a) Each elected member of the Value Adjustment Board (Board) shall serve on the Board until he or she is replaced by a successor elected by his or her respective governing body or School Board or is no longer a member of the governing body or School Board of the County.
  - (b) When an elected member of the Value Adjustment Board ceases being a member of the governing body or School Board whom he or she represents, that governing body or School Board must elect a replacement.
  - (c) When the citizen member of the Value Adjustment Board appointed by the governing body of the County is no longer an owner of homestead property within the County, the governing body must appoint a replacement.
  - (d) When the citizen member appointed by the School Board is no longer an owner of a business occupying commercial space located within the school district, the School Board must appoint a replacement.

**Members:**

Kiser-Burch, Pamela Tri-Eagle Sales	Begin Term: 4/9/2013 End Term: 2/28/2015 Type: two years	Original Date: 4/9/2013 <hr/> Appointed by: Board of County Commissioners	Notes: Email: pkiserburch@tallbud.com
Bowen, Georgia "Joy" Leon County School Board	Begin Term: 12/1/2014 End Term: 2/28/2016 Type: two years	Original Date: 12/1/2014 <hr/> Appointed by: Jackie Pons Leon County School Board	Notes: Email: jbowen91@comcast.net
Sauls, Jane Board of County Commissioners	Begin Term: 2/25/2014 End Term: 2/28/2016 Type: two years	Original Date: 2/25/2014 <hr/> Appointed by: Board of County Commissioners	Notes: Board representative Email: saulsj@leoncountyfl.gov
Maddox, Nick Board of County Commissioners	Begin Term: 4/9/2014 End Term: 2/28/2016 Type: two years	Original Date: 1/1/2011 <hr/> Appointed by: Board of County Commissioners	Notes: Category: Serves as Chairman Email: maddoxn@leoncountyfl.gov
Bertoch, Chris Annsworth Academy	Begin Term: 11/1/2013 End Term: 2/28/2015 Type: two years	Original Date: 11/1/2013 <hr/> Appointed by: Jackie Pons Leon County School School Board	Notes:

**From:** Cathy Mills  
**To:** Kiser-Burch, Pamela  
**CC:** Coble, Christine  
**Date:** 1/22/15 8:11 AM  
**Subject:** RE: Value Adjustment Board Appointment

Good to hear! I will pass that along to the Board of County Commissioners. I believe they make this selection in February.

On Wednesday, January 21, 2015 at 5:07 PM, <pkiserburch@tallbud.com> wrote:

Absolutely! I saw that in the meeting notes and I wasn't sure how that works. I would love to serve for another term if the board is willing to have me!  
Pamela Kiser-Burch

**From:** Cathy Mills [mailto:CAMills@leoncountyfl.gov]  
**Sent:** Wednesday, January 21, 2015 5:05 PM  
**To:** Pamela Kiser-Burch  
**Subject:** Value Adjustment Board Appointment

Hi Pamela,

Your term expires next month. Are you interested in serving for another two years?

***Cathy A. Mills, Deputy Clerk***

***Leon County Value Adjustment Board***

BOB INZER, Clerk of the Circuit Court and Comptroller  
camills@leoncountyfl.gov  
850-577-4003 (direct line)

850-577-4005 (Clerk Administration)  
850-577-4013 (fax)

**Clerk Administration Division**  
**301 S. Monroe Street, #100**  
**Tallahassee, FL 32301**

**Leon County  
Board of County Commissioners**

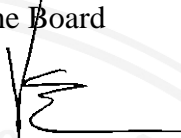
**Notes for Agenda Item #25**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #25

February 10, 2015

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

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

**Title:** Second and Final Public Hearing to Adopt Proposed Ordinance Amending the Bradfordville Sector Plan and Land Development Code

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division/DSEM

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Conduct the second and final Public Hearing and adopt the proposed Ordinance Amending the Bradfordville Sector Plan and Land Development Code (Attachment #1).

## Report and Discussion

### **Background:**

The Bradfordville Sector Plan (BSP) resulted from months of analysis and meetings with interested parties from the County, the development community, and stakeholders from the community. On July 11, 2000, the Board adopted the BSP in response to litigation due to increased development interest in the Bradfordville Study Area. The BSP established commercial overlays and site-specific zoning districts for the area surrounding the intersection of Thomasville Road (principal arterial roadway) and Bannerman Road (major collector roadway)/Bradfordville Road (major collector roadway). In addition, the BSP established a phasing plan for commercial development over the next 20 years and limited commercial development to no more than 350,000 square feet of commercial until the year 2010. The intent of the phasing was to allow for a new commercial needs assessment should development warrant expansion of the 350,000 square foot cap by the year 2010; however, due to the economic recession, commercial development activity declined during the latter portion of this decade and a needs assessment was not warranted in 2010.

In 2012, the County began review of a proposed development near the southwest and northwest corners of the intersection of Bannerman and Thomasville Roads. On January 21, 2014, the Board accepted the Bannerman Crossing III Development Agreement (DA) for the development of these sites. During the same meeting, and in response to the increased interest in commercial development for this area, the Board adopted a new strategic initiative directing staff to conduct a commercial needs assessment for the BSP. The intent of the initiative was to analyze the existing development and evaluate the potential future commercial needs for the Bradfordville area, specifically for the area zoned for commercial near the intersection of Thomasville and Bannerman/Bradfordville Roads.

Staff formed a citizen committee (Bradfordville Commercial Needs Assessment Committee) comprised of stakeholders from the development community, area homeowner's associations, citizens from the community, and County staff. The Bradfordville Commercial Needs Assessment Committee, hereinafter referred to as "committee," discussed the possible future development potential for this area and drafted several recommendations. After meeting on August 19, 2014 and again on October 3, 2014, the committee refined the recommendations and proposed an Ordinance amending the Leon County Land Development Code (LDC) and the BSP providing new development standards for proposed development within the commercial districts of the BSP (Attachment #1). A list of the citizen committee members is provided in Attachment #2.

This proposed Ordinance is essential to the following revised FY2012-2016 Strategic Initiatives that the Board approved at the January 27, 2015 meeting:

- To engage in a needs assessment for the Bradfordville Study Area

This particular Strategic Initiative aligns with the Board's Strategic Priorities: Economy and Quality of Life

- Integrate infrastructure, transportation, redevelopment opportunities and community planning to create a sense of place which attracts talent. (EC1, 2012)
- Support the preservation of strong neighborhoods through appropriate community planning, land use regulations, and high quality provision of services. (Q6, 2012)
- Further create connectedness and livability through supporting human scale infrastructure and development, including enhancing our multimodal districts. (Q7, 2012)

**Analysis:**

The main objective of the BSP was to protect the rural character of the Bradfordville area and discourage urban sprawl while providing an adequate supply of services and facilities through proper design and location of land uses. The committee considered the previous methodology for determining the commercial needs to be outdated and relatively ineffective in implementing the intent of the BSP. The previous methodology was based on population growth, market rate, commercial space per capita calculations, and other factors.

It was the committee's opinion that the desire of the BSP was the provision of an efficient, walkable, village-style development pattern for the commercial areas. Therefore, the committee focused on establishing development standards that encouraged a village style, pedestrian-friendly development pattern, while protecting the water quality of existing lakes and streams. The committee frequently referenced the Persimmon Hill development as an example of the type of development that would be anticipated. Persimmon Hill is a mixed-use development located at the intersection of Old Water Oak and Thomasville Roads. This type of development would be accomplished by providing a more intense development pattern and increasing the height of structures to allow more mixed-use development opportunities. The committee also wanted to ensure that development standards were established to prevent further development of large, single-use developments similar to Target and Kohls. As a result, additional standards are being proposed within each zoning district to limit the size of single-use tenants.

The current standard in the commercial district limits development of impervious surface area to no more than 40% of the site. However, this creates an inefficient usage of property by presuming that 60% of the site is necessary to provide stormwater treatment or provide other amenities. The intent of this provision was to protect water quality of existing waterways and off-site properties by limiting the amount of impervious development, thus reducing stormwater runoff. However, within the Bradfordville Study Area, the County implements the highest stormwater standard of any area within Leon County. Therefore, the committee recommended that this 40% impervious limitation be eliminated with the condition that any development within the BSP continues to meet the stringent Bradfordville Stormwater Standards outlined in Article IV of the LDC. This would enable more efficient usage of sites while continuing to ensure the proper treatment of stormwater in accordance with Article IV.

There are approximately 34 acres of vacant, undeveloped properties remaining in the Bradfordville Commercial Overlay District. Many of the remaining vacant sites may contain environmental constraints or other site constraints limiting the development potential of the property. It is important to consider the possibility of redevelopment of existing commercial sites such as Publix, Kohls, and Target. With this in mind, the recently adopted Low Impact Development Standards found in Article IV of the LDC will provide additional flexibility for not only existing developed sites, but flexibility for vacant, constrained sites to develop while continuing to address the stringent Bradfordville Stormwater Standards.

The development of commercial land uses since the adoption of the BSP has been limited by the 350,000 square foot commercial cap. The cap was implemented by the establishment of the commercial district overlays. The Commercial Overlay Zone 1 (CO-1), the Commercial Mixed-Use Overlay Zone 2 (CMUO-2), and the Village Center Overlay were established to provide additional regulatory provisions for development within the Bradfordville Commercial zoning districts. The primary focus of development was intended for the area within the CO-1 and Village Center Overlays. The CMUO-2 district was not intended for commercial development until 2010, and after a needs assessment had been completed. The committee recommended that this phasing is no longer needed. As a result, the proposed Ordinance will eliminate the three overlay districts.

With the elimination of the commercial overlay districts (CO-1, CMUO-2, Village Center), the committee wanted to ensure that the limits of the current Bradfordville commercial zoning districts would not be expanded to accommodate future commercial development. Therefore, the proposed Ordinance includes amending an existing section of the LDC, Section 10-6.680 "Bradfordville mixed use overlay district," which currently provides a boundary of the commercial zoning districts. This section would be retitled to "Bradfordville Commercial Center District." In addition, various provisions of the existing commercial overlay districts would be incorporated into this amended section. Not only does the amended section prohibit further expansion of the Bradfordville Commercial district, but also ensures that all new development or redevelopment complies with the Bradfordville Stormwater Standards outlined in Article IV of the LDC. Existing prohibited uses within the commercial district would continue to be prohibited.

Additionally, the committee supported the creation of a new section within the BSP. This new section, Section 5, would provide guidance for future development and complements the proposed amendments to the LDC. In addition, the proposed section would establish an updated 15 year "horizon" for the BSP that would extend it consistent with the Comprehensive Plan horizon of 2030 (Attachment #1, Exhibit "A"). As a result, no further expansion of the commercial center district and no commercial needs assessments will be considered until the year 2030. It also includes consideration of a Comprehensive Plan map amendment to limit the boundary of the Bradfordville Mixed Use Future Land Use Category to the area within the proposed Bradfordville Commercial Center District. A new "Commercial Center District" map (Figure 14) will be added and will supersede the "Future Development Concept" map in the BSP (Attachment #1, Exhibit "B").



### **DSEM Citizen's User Group Comments and Recommendations**

As is standard procedure for all proposed LDC changes, on December 18, 2014, staff convened the DSEM Citizen's User Group to review and provide comments on the proposed revisions. The Citizen's User Group noted a grammatical error and provided concern regarding the existing uses that would be impacted by the proposed Ordinance. The grammatical error in the proposed Ordinance has since been corrected. The proposed Ordinance has been revised to note that the provisions of the Ordinance shall not apply to those properties within the Bradfordville Commercial Center District that have existing conforming land uses and structures. With the noted revisions, the DSEM Citizen's User Group supported the proposed Ordinance.

### **Comprehensive Plan Consistency Determination**

The Planning Department has reviewed the proposed Ordinance and has provided a memorandum finding that the proposed Ordinance is consistent with the Comprehensive Plan (Attachment #3). In summary, the Planning Department noted that the proposed Ordinance would reflect the changing needs of the community as determined by the Bradfordville Needs Assessment Committee. In addition, the proposed Ordinance would continue to support mixed-use developments, deter single-use developments, and promote alternative transportation.

Additionally, the proposal was placed on the Planning Commission's January 6, 2015, Public Hearing agenda. After consideration, the Planning Commission voted unanimously to find the proposed Ordinance consistent with the Comprehensive Plan and recommend that the Board approve the proposed Ordinance amending the BSP and the LDC.

### **Public Notification**

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #4).

### **Options:**

1. Conduct the second and final Public Hearing and adopt the proposed Ordinance Amending the Bradfordville Sector Plan and Land Development Code (Attachment #1).
2. Conduct the second and final Public Hearing and do not adopt the proposed Ordinance Amending the Bradfordville Sector Plan and Land Development Code.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Proposed Ordinance
2. Bradfordville Commercial Needs Assessment Committee
3. Consistency memorandum from the Planning Department
4. Public Notice

**ORDINANCE NO. 15- \_\_\_\_\_**

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**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE BRADFORDVILLE SECTOR PLAN, ADOPTED BY ORDINANCE 00-31; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.673, BRADFORDVILLE COMMERCIAL-AUTO ORIENTED DISTRICT; AMENDING SECTION 10-6.674, BRADFORDVILLE COMMERCIAL-PEDESTRIAN ORIENTED DISTRICT; AMENDING SECTION 10-6.675, BRADFORDVILLE COMMERCIAL SERVICES DISTRICT; AMENDING SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT; REPEALING SECTION 10-6.677, BRADFORDVILLE COMMERCIAL OVERLAY DISTRICT; AMENDING SECTION 10-6.680, BRADFORDVILLE MIXED USE OVERLAY DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on July 11, 2000, the Leon County Board of County Commissioners (“Board”) adopted Ordinance 00-31, relating to the Bradfordville Study Area; and,

WHEREAS, in Ordinance 00-31, the Board amended Chapter 10 of the Leon County Code of Laws, by adopting new sections, the Bradfordville Commercial Overlay District and the Bradfordville Mixed Use Overlay District; and,

WHEREAS, in Ordinance 00-31, the Board adopted the Bradfordville Sector Plan, which was attached as Exhibit “A” to Ordinance 00-31 and incorporated therein by reference; and,

WHEREAS, the Board desires to amend the Bradfordville Sector Plan relating to the Bradfordville Commercial Center and update the plan horizon; and,

WHEREAS, the implementing regulations for the Bradfordville Sector Plan are located in Chapter 10 of the Leon County Code of Laws; and,

WHEREAS, amendments to the applicable provisions of Chapter 10 will be required to maintain consistency with the proposed amendments to the Bradfordville Sector Plan; and,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:**

**SECTION 1.** The Bradfordville Sector Plan is hereby amended by creating a new section, Section 5 entitled “2015-2030 Sector Plan Horizon”, to establish new plan recommendations for the next 15 year period attached hereto as Exhibit “A”. A new Commercial Center Future Development Concept map “Figure 14” will also be created to supersede Figure 12 and to establish a Bradfordville Commercial Center District designation for those properties within the BC-1, BC-2, BCS and BOR zoning designations, attached hereto as Exhibit “B” and incorporated by reference herein.

**SECTION 2.** Section 10-6.673 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Auto-Oriented District” is hereby amended as follows:

**Sec. 10-6.673. BC-1 Bradfordville Commercial-~~Auto~~ Auto-Oriented dDistrict.**

PERMITTED USES			
1. District Intent	2. Principal Uses		3. Accessory Uses
<p>The BC-1 district is intended to be located in areas designated Bradfordville Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville <del>Overlay</del> <u>Commercial Center</u> District. The intent of the BC-1 district is to implement the Bradfordville Study Area Goals. Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BC-1 district is intended to provide a location for services, with primary emphasis on vehicular oriented nonresidential developments. However, the BC-1 district shall provide a continuous and efficient pedestrian circulation pattern. The access management standards set forth in for the BC-1 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BC-1 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-1 district. Expansions of the BC-1 district are prohibited in viable residential areas.</p>	<p>(1) Antique shops.</p> <p>(2) Automotive-retail, parts, accessories, tires, etc.</p> <p>(3) Automotive service and repair, including car wash.</p> <p>(4) Bait and tackle shops.</p> <p>(5) Banks and other financial institutions (with and without drive through facilities).</p> <p>(6) Camera and photographic stores.</p> <p>(7) Cocktail lounges and bars.</p> <p>(8) Commercial art and graphic design.</p> <p>(9) Commercial printing.</p> <p>(10) Community facilities, including libraries, religious facilities, and police/fire stations. Elementary, middle, and high schools are prohibited. Other community facilities may be allowed in</p>	<p>(26) Personal services (barber shops, fitness clubs, etc.).</p> <p>(27) Pest control services.</p> <p>(28) Rental and sales of dvds, video tapes and games.</p> <p>(29) Rental of tools, small equipment, or party supplies.</p> <p>(30) Repair services, non-automotive.</p> <p>(31) Restaurants, with or without drive-in facilities.</p> <p>(32) Retail bakeries.</p> <p>(33) Retail caskets and tombstones.</p> <p>(34) Retail computer, video, record, and other electronics.</p> <p>(35) Retail department, apparel, and accessory stores.</p> <p>(36) Retail drug store.</p> <p>(37) Retail florist.</p> <p>(38) Retail food and</p>	<p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee.</p> <p>(2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>

	<p>accordance with Section 10-6.806 of these regulations.</p> <p>(11) Day care centers.</p> <p>(12) Gift, novelty, and souvenir stores.</p> <p>(13) Indoor amusements (bowling, billiards, skating, etc.).</p> <p>(14) Indoor theaters (including amphitheaters).</p> <p>(15) Laundromats, laundry and dry cleaning pick up stations.</p> <p>(16) Mailing services.</p> <p>(17) Medical and dental offices, services, laboratories, and clinics, mortuaries.</p> <p>(18) Motor vehicle fuel sales.</p> <p>(19) Museum and art galleries.</p> <p>(20) Non-medical offices and services, including business and government offices and services.</p> <p>(21) Nursing homes and residential care facilities.</p> <p>(22) Off-street parking facilities.</p> <p>(23) Outdoor amusements (golf courses, batting cages, driving ranges, etc.)</p> <p>(24) Passive recreational facilities.</p> <p>(25) Pawnshops.</p>	<p>grocery.</p> <p>(39) Retail furniture, home appliances and accessories.</p> <p>(40) Retail home/garden supply, hardware and nurseries.</p> <p>(41) Retail jewelry stores.</p> <p>(42) Retail needlework and instruction.</p> <p>(43) Retail newsstand, books, greeting cards.</p> <p>(44) Retail office supplies.</p> <p>(45) Retail optical and medical supplies.</p> <p>(46) Retail pet stores.</p> <p>(47) Retail picture framing.</p> <p>(48) Retail sporting goods, toy stores.</p> <p>(49) Retail trophy stores.</p> <p>(50) Self-moving operation.</p> <p>(51) Shoes, luggage, and leather products.</p> <p>(52) Sign shops.</p> <p>(53) Social, fraternal and recreational clubs and lodges, including assembly halls.</p> <p>(54) Studios for photography, music, art, drama, voice.</p> <p>(55) Tailoring.</p> <p>(56) Tobacco stores and stands.</p> <p>(57) Other uses, which in the opinion of the county administrator</p>	
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		<p>or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(58) Residential, <del>office and mixed-use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of Section 10-6.677-single-family attached (townhomes), range of 6 du/ac to 12 du/ac.</del></p>	
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DEVELOPMENT STANDARDS										
	4. Lot Coverage	54. Minimum Lot or Site Size			65. Minimum Building Setbacks				76. Maximum Building Restrictions	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	20 feet	15 feet	25 feet	10 feet	8,500 <del>17,000</del> square feet of commercial floor area per acre, <del>and not more than 12,750 square feet of total floor area per acre. Each parcel shall not exceed 80,000 square feet of total building area. No single use tenant shall exceed 10,000 gross square feet.</del>	<del>2-stories</del> <u>30 feet (within Lake McBride Overlay District; otherwise, 3 stories.</u>
<p>87. Access Management Criteria (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</p> <p>(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.</p> <p>(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.</p> <p>(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.</p>										
<p>98. Street Vehicular Access Restrictions: Properties in the BC-1 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5,</p>										

MH, MR-1, R, and RP.

~~409~~ Landscape Standards:

Development within the BC-1 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.

(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section ~~87~~, above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13, below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in subsection 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) Collector and Local Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section ~~87~~, above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13, may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section ~~10-26-1(b)~~ 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(c.) Street Trees—All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.

(d.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass though the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten (10) years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ration of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of 10 FT and shall have a depth of 3 FT of good planting soil. ~~Planting areas shall be mounded a minimum of 12 inches above the top of curb.~~

(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.

(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.

(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.

(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved

<p><u>geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.</u></p>
<p><del>10</del> <b>Signs:</b> All signs within the BC-1 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-1 district shall conform to the following minimum guidelines:</p>
<p>(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.</p>
<p>(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.</p>
<p>(c.) Freestanding signs shall be setback a minimum of 10 feet from the right-of-way line.</p>
<p>(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.</p>
<p>(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:</p>
<p>1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet</p>
<p>2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet</p>
<p>3.) Minor Collector and Local Roads Maximum area: 36 square feet, Maximum Height: 8 feet</p>
<p><del>11</del> <b>Parking Standards:</b></p>
<p>(a.) Properties fronting an arterial road shall be allowed to construct 50 percent of all parking required by the Land Development Code in front of the proposed building/structure and/or adjacent to a public roadway. Additional parking, above code requirements shall be located to a side or rear of the proposed building/structure that is not fronting a public or private roadway or access way.</p>
<p>(b.) Properties fronting a collector or local road shall be allowed to construct a single parking aisle between the proposed building and the collector and/or local road.</p>
<p><del>12</del> <b>Lighting Standards:</b></p>
<p>(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.</p>
<p>(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.</p>
<p>(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.</p>
<p>(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.</p>
<p><del>13</del> <b>Noncompliance:</b> Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.</p>
<p><del>14</del> <b>Variance Procedure:</b> Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections <del>4, 6, 7, 8, 9, 11(a), 11(e), and 12-5, 6, 7, 8, 10(c) and 11.</del></p>
<p><b>15. Incentives for Site Design Alternatives:</b> <u>An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.</u></p>
<p><u>1) An intensity bonus of 3,000 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:</u></p>
<p>a) <u>For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility.</u></p>
<p>b) <u>Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.</u></p>
<p>c) <u>Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.</u></p>
<p>d) <u>The development contains a minimum of 35% natural open space.</u></p>

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**GENERAL NOTES:**

1. If central sanitary sewer is not available nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of

1 building area of a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive  
2 Plan for additional requirements.

3 2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of  
4 environmental features (preservation/conservation features), stormwater management requirements, etc.

5 3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of  
6 capacity for certain public facilities (roads, parks, etc.).

7 (*Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09*)  
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9 **SECTION 3.** Section 10-6.674 of Article VI of Chapter 10 of the Code of Laws of Leon  
10 County, Florida, entitled “Bradfordville Commercial Pedestrian-Oriented District” is hereby  
11 amended as follows:  
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13 **Sec. 10-6.674. BC-2 Bradfordville Commercial-Pedestrian Pedestrian-Oriented District.**  
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1. District Intent	PERMITTED USES	
	2. Principal Uses	3. Accessory Uses
<p>The BC-2 district is intended to be located in areas designated <del>Bradfordville</del> <u>Bradfordville</u> Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville <del>Overlay</del> <u>Commercial Center</u> District. The intent of the BC-2 district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BC-2 district is intended to provide a location for areas of intense pedestrian scale and oriented commercial services for the Bradfordville area. The BC-2 district is intended to encourage residential and office development above ground floor commercial development. The BC-2 district also encourages shared parking and utilization of on-street parking. Drive through facilities are prohibited in the BC-2 district. Residential intensities shall not exceed 16 dwelling units per acre. The access management standards set forth in for the BC-2 district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public. Increases in land zoned BC-2 shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BC-2 district. Expansions of the BC-2 district are prohibited in viable residential areas.</p>	<p>(1) Antique shops. (2) Banks and other financial institutions, without drive-through facilities. (3) Camera and photographic stores. (4) Cocktail lounges and bars. (5) Community facilities related to the permitted principal uses, including libraries, religious facilities, vocational and middle schools, and police/fire stations. Elementary and high schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (6) Gift, novelty, and souvenir stores. (7) Indoor</p>	<p>(18) Residential (any type provided it is located on second floor above commercial or office development). (19) Restaurants without drive-in facilities. (20) Retail bakeries. (21) Retail computer, video, record, and other electronics. (22) Retail department, apparel, and accessory stores. (23) Retail drug store. (24) Retail florist. (25) Retail food and grocery. (26) Retail furniture, home appliances, accessories. (27) Retail home/garden supply, hardware, and nurseries without outside storage or display. (28) Retail jewelry stores.</p> <p>(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.</p>



	<p>amusements (bowling, billiards, skating, theaters etc.).</p> <p>(8) Laundromats, laundry and dry cleaning pick-up stations without drive-through facilities.</p> <p>(9) Mailing services.</p> <p>(10) Medical and dental offices, services, laboratories, and clinics.</p> <p>(11) Non-medical offices and services, including business and government offices and services.</p> <p>(12) Off-street parking facilities.</p> <p>(13) Passive and active recreational facilities.</p> <p>(14) Personal services (barber shops, fitness clubs etc.).</p> <p>(15) Photocopying and duplicating services.</p> <p>(16) Rental and sales of dvds, video tapes and games.</p> <p>(17) Repair services, non-automotive.</p>	<p>(29) Retail needlework shops and instruction.</p> <p>(30) Retail newsstand, books, greeting cards.</p> <p>(31) Retail package liquors.</p> <p>(32) Retail picture framing.</p> <p>(33) Retail trophy stores.</p> <p>(34) Shoes, luggage, and leather goods.</p> <p>(35) Social, fraternal and recreational clubs and lodges, including assembly halls.</p> <p>(36) Studios for photography, music, art, drama, and voice.</p> <p>(37) Tailoring.</p> <p>(38) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p><del>(39) Residential, office and mixed use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</del></p>	
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<b>DEVELOPMENT STANDARDS</b>										
	<b>4. Lot Coverage</b>	<b>54. Minimum Lot or Site Size</b>			<b>65. Minimum Building Setbacks</b>				<b>76. Maximum Building Restrictions</b>	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)

Any Permitted Principal and Special Exception Use	40% of total site area	none	none	none	none (5 feet maximum)	none	none	30 feet	8,500 18,000 square feet of commercial floor area per acre, and not more than 17,000 square feet of total floor area per acre. No parcel shall exceed 80,000 square feet of total building area. No single use tenant shall exceed 10,000 gross square feet.	2-3 stories
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**87. Access Management Criteria.** (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created where accessed from a local street.

(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

**98. Street Vehicular Access Restrictions:** Properties in the BC-2 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

**109. Landscape Standards:**  
Development within the BC-2 shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per Section 481 of the Florida Statutes.

(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) Collector Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed (for redevelopment projects only) by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 1413. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-261(b) 10-4.349(b) toward meeting the use planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, paining of live limbs less than 25 percent of the green mass of the tree, fertilization, post control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(c.) Local Road and Access Ways Landscaping: All properties fronting a local road and every access way shall provide one canopy tree for every 15 linear feet of local road frontage and/or access way.
(d.) Street Trees—All canopy tree planting areas shall contain a minimum of 200 SF of landscaped area. Creative design and spacing is encouraged.
(e.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking grade shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. <del>Planting areas shall be mounded a minimum of 12 inches above the top of curb.</del>
(f.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.
(g.) Buffer standards for uncomplimentary land uses shall meet the requirements of Section 10-7.522 of the Land Development Code.
(h.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.
(i.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.</u>
<del>10</del> <u>10</u> . Signs: All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:
(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.
(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.
(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.
(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.
(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:
1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet
2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet
3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
<del>11</del> <u>11</u> . Parking Standards:
(a) Off-street parking is prohibited between buildings fronting a local street and/or access way.
<del>12</del> <u>12</u> . Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof mounted

flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
<del>4</del> 13. Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
<del>4</del> 514. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 3 of the Leon County Land Development Code: Subsections 4, 6, 7, 8, 9, 11(a), and 12.
<b>15. Incentives for Site Design Alternatives:</b> <u>An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.</u>
1) <u>An intensity bonus of 2,000 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:</u>
a) <u>For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility.</u>
b) <u>Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.</u>
c) <u>Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.</u>
d) <u>The development contains a minimum of 35% natural open space.</u>

**GENERAL NOTES:**

1. If central sanitary sewer is not available, nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.

2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.

3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)

**SECTION 4.** Section 10-6.675 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Commercial Services District” is hereby amended as follows:

**Sec. 10-6.675. BCS Bradfordville Commercial Services District.**

1. District Intent	PERMITTED USES		
	2. Principal Uses		3. Accessory Uses
The BCS district is intended to be located in areas designated <del>Bradfordville</del> <u>Bradfordville Mixed Use</u> in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville <del>Overlay</del> <u>Commercial Center District</u> . The intent of the BCS district is to implement the Bradfordville Study Area Goals. Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BCS district is intended to provide a	(1) Armored truck services.  (2) Automotive service and repair, including car wash.  (3) Broadcasting studios.  (4) Building contractors and related services.  (5) Cemeteries.	(18) Passive and active recreational activities.  (19) Pest control services.  (20) Rental of tools, small equipment, or party supplies.  (21) Repair services, non-automotive.  (22) Retail and wholesale nurseries.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee.  (2) Light infrastructure and/or utility services and facilities necessary to serve permitted

<p>location for non-retail services for the Bradfordville area. The non-retail uses include, but are not limited to auto oriented services and warehouse activities.</p> <p>The access management standards set forth in for the BCS district are intended to minimum and control ingress and regress to collector and arterial roadways and to promote smooth and safe traffic flow of the general traveling public.</p> <p>Increases in land zoned BCS shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BCS district. Expansions of the BCS district are prohibited in viable residential areas.</p>	<p>(6) Commercial kennels (enclosed)</p> <p>(7) Communications and utilities.</p> <p>(8) Community services may be allowed in accordance with section 10-6.806 of these regulations.</p> <p>(9) Crematoriums.</p> <p>(10) Daycare facilities</p> <p>(11) Dry cleaning plants.</p> <p>(12) Golf courses.</p> <p>(13) Gun firing ranges (indoor).</p> <p>(14) Laboratories, research and development activities.</p> <p>(15) Lawn and tree removal services.</p> <p>(16) Mortuaries.</p> <p>(17) Non-medical offices and services, including business and government offices and services.</p>	<p>(23) Self moving operation.</p> <p>(24) Sign Shops.</p> <p>(25) Social, fraternal, and recreational clubs and lodges, including assembly halls.</p> <p>(26) Towing, wrecking, and recovery services.</p> <p>(27) Veterinary services.</p> <p>(28) Warehouses, mini-warehouses, or self-storage facilities.</p> <p>(29) Welding and machine shops.</p> <p>(30) Wholesale building supplies.</p> <p>(31) Other uses, which in the opinion of the county administrator or designee, are of a similar and compatible nature to those uses described in this district.</p> <p>(32) Residential, <del>office and mixed use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</del> <u>single-family detached, range of 1 du/ac; single-family attached (townhomes), range of 6 du/ac to 12 du/ac.</u></p>	<p>uses, as determined by the county administrator or designee.</p>
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DEVELOPMENT STANDARDS										
	<b>4. Lot Coverage</b>	<b>54. Minimum Lot or Site Size</b>			<b>65. Minimum Building Setbacks</b>				<b>76. Maximum Building Restrictions</b>	
Use Category	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Any Permitted	40% of total site	none	none	none	20 feet	15 feet	25 feet	10 feet	Gross floor area shall not exceed <del>8,500</del> <u>15,000</u> square feet per acre, except for	2 stories

Principal and Special Exception Use	area							buildings or portions thereof which are used for storage which may not exceed 17,000 square feet per acre. No <del>building</del> <u>single use tenant</u> shall exceed 10,000 square feet.	
<p><b>87. Access Management Criteria</b> (In case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):</p>									
<p>(a) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.</p>									
<p>(b) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.</p>									
<p>(c) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.</p>									
<p><b>98. Street Vehicular Access Restrictions:</b> Properties in the BCS zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.</p>									
<p><b>409. Landscape Standards:</b> Development within the BCS shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape plans shall be prepared by a registered landscape architect as per F.S. § 481.</p>									
<p>(a.) Arterial Road Landscaping: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section <del>87</del> above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the Landscape area may be counted as prescribed in section <del>10-26-1(b)</del> <u>10-4.349(b)</u> toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>									
<p>(b.) Collector and Local Road Landscaping: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section <del>87</del> above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section <del>13</del> may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section <del>10-26-1(b)</del> <u>10-4.349(b)</u> toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25% of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>									
<p>(c.) Street Trees. All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscape area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.</p>									
<p>(d.) Parking Areas. All vehicular use areas shall be buffered from view from public streets and for access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the</p>									

principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF, with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. ~~Planting areas shall be mounded a minimum of 12 inches above the top of curb.~~

(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impede the flow of pedestrian traffic.

(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.

(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.

(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. Stormwater ponds shall be designed to imitate "natural" pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.

~~10~~10. Signs:

All signs within the BC-2 district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BC-2 district shall conform to the following minimum guidelines:

(a.) One wall mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed.

(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.

(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.

(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.

(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:

1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet

2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet

3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet

~~11~~11. Parking Standards:

(a) Properties fronting an arterial road shall be allowed to construct 50 percent of all parking required by the Land Development Code in front of the proposed building/structure and/or adjacent to a public roadway. Additional parking, above code requirements shall be located to a side or rear of the proposed building/structure that is not fronting a public or private roadway or access way.

(b) Properties fronting a collector or local road shall be allowed to construct a single parking aisle between the proposed building and the collector and/or local road.

~~12~~12. Lighting Standards:

(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof-mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.

(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.

(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.

(d.) Lighting levels at the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.

~~44~~13. Noncompliance:

(a.) Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.

~~45~~14. Variance Procedure:

Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections ~~4, 6, 7, 8, 9, 11(a), 11(C), and 12~~ 5, 6, 7, 8, 10(a), 10(C), and 11.

15. Incentives for Site Design Alternatives:

An intensity bonus shall be provided to developments incorporating any of the following site design alternatives.

1) An intensity bonus of 2,500 sq ft per acre (maximum) shall be allowed provided new development or redevelopment utilizes one or more of the following:

- a) For properties fronting an arterial or collector roadway, no less than 25% of the parking will be provided in a shared facility.
- b) Development site areas of 3 or more acres wherein at least 50% of the parking will be provided in a shared facility.
- c) Parking is provided within a range of 50% - 75% of the parking requirements in Sec. 10-7.545.
- d) The development contains a minimum of 35% natural open space.

GENERAL NOTES:

1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50 acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of environmental features (preservation conservation features), stormwater management requirements, etc.
3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).

*(Ord. No. 07-20, § 2, 7-10-07; Ord. No. 09-13, § 4, 3-19-09)*

**SECTION 5.** Section 10-6.676 of Article VI of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Bradfordville Office Residential District” is hereby amended as follows:

<b>Sec. 10-6.676. BOR Bradfordville Office Residential District.1. District Intent</b>	<b>PERMITTED USES</b>	
	<b>2. Principal Uses</b>	<b>3. Accessory Uses</b>
The BOR district is intended to be located in areas designated Bradfordville Mixed Use in the Future Land Use Map of the Comprehensive Plan and shall apply to lands within the Bradfordville <del>Overlay</del> <u>Commercial Center</u> District. The intent of the BOR district is to implement the Bradfordville Study Area Goals, Objectives and Policies of the Comprehensive Plan preserving the residential character of the Bradfordville Study Area through a mixture of uses at a compatible scale with the adjacent residential communities. More specifically, the BOR district is intended to be located in areas where employment and residential uses are encouraged to locate in close proximity to one another. The provisions of the BOR district are intended to provide the district with a residential	(1) Bed and breakfast inns up to a maximum of 6 rooms. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, police/fire stations, and elementary and middle schools. Vocational schools are prohibited. Other community facilities may be allowed in accordance with section 10-6.806 of these regulations. (4) Day care centers.	(1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the county administrator or designee. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the county administrator or designee.

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<p>character to further encourage this mixing of uses at a compatible scale. A variety of housing types, compatible non-retail activities of moderate intensity and certain community facilities related to office or residential facilities (recreational, community services, and light infrastructure) may be permitted in the BOR district. The maximum gross density allowed for new residential development in the BOR district is 8 dwelling units per acre.</p> <p>The access management standards set forth in for the BOR district are intended to minimize and control ingress and egress to collector and arterial roadways and to promote safe and efficient traffic circulation of the general traveling public. Increases in land zoned BOR shall demonstrate the need for additional services for the Bradfordville Study Area. Reuse of existing single use sites for multiple use developments, adding new uses to single use sites and/or multiple use developments that share parking facilities are encouraged in the BOR district. Expansions of the BOR district are prohibited in viable residential areas.</p>	<p>(5) Medical and dental offices and services, laboratories, and clinics.</p> <p>(6) Mini-Warehouses (See subsection 16)</p> <p>(7) Non-medical offices and services, including business and government offices and services.</p> <p>(8) Nursing homes and other residential care facilities.</p> <p>(9) Passive and active recreational facilities.</p> <p>(10) Personal services.</p> <p>(11) Single-family attached dwellings.</p> <p>(12) Single-family detached dwellings.</p> <p>(13) Studios for photography, music, art, dance, drama, and voice.</p> <p>(14) Two-family dwellings.</p> <p>(15) Veterinary services, including veterinary hospitals.</p> <p><del>(16) Residential, office and mixed-use development in the Bradfordville Commercial Area Overlay District that complies with the provisions of section 10-6.677</del></p>	
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**DEVELOPMENT STANDARDS**

Use Category	<b>4. Lot Coverage</b>	<b>54. Minimum Lot or Site Size</b>			<b>65. Minimum Building Setbacks</b>				<b>76. Maximum Building Restrictions</b>	
	Maximum Percent of Impervious Area	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	3a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	40% of total site area	5,000 square feet	50 feet	100 feet	20 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such schools shall be less than 5 feet	20 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	40% of total site area	8,500 square feet	70 feet	100 feet	20 feet	same as single-family above	20 feet	25 feet	not applicable	3 stories
Single-Family	40% of	3,750	37.5	80	20	none	20 feet	25	maximum	3 stories

Attached Dwellings	total site area	square feet end unit; 2,400 square feet interior lot	feet end unit; 25 feet interior lot	feet	feet			feet	length: 8 units	
Any Permitted Principal Nonresidential Use	40% of total site area	6,000 square feet	50 feet	100 feet	20 feet	same as single-family above	20 feet	10 feet	10,000 square feet of gross building floor area per acre (does not apply to a conversion of an existing structure)	3 stories

87. Access Management Criteria (in case of a conflict with the provisions of other ordinances or regulations, the most strict provisions shall apply):

(a.) Arterial and Collector Roads: Direct driveway access to arterial and collector roads is prohibited except for: 1) Existing driveway access as of July 28, 1998; 2) A single driveway access for properties in existence before July 28, 1998 which have sole access to the arterial road and does not have other street access; and 3) Temporary driveway access may be permitted for properties which establish permanent access to another public street and grant the local government with jurisdiction the right to close the temporary access without compensation upon opening of access to an alternative roadway.

(b.) All Properties: All properties shall provide cross access easements benefiting adjoining properties to permit the development of an internal vehicular and pedestrian circulation system. All nonresidential properties shall provide driveway interconnections to adjoining nonresidential properties. All new developments proposing subdivision shall have shared access for every two parcels created.

(c.) Local Streets: Full movement access to a local street shall not be permitted within 200 feet of a signalized intersection. Right-in/right-out access to a local street shall not be permitted closer than 100 feet to another access point or intersecting public street, nor within 200 feet of a signalized intersection, except properties with sole access to a local street are permitted at least one access point, which may be limited to right-in/right-out based upon a traffic safety evaluation.

98. Street Vehicular Access Restrictions: Properties in the BOR zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from nonresidential traffic, vehicular access to a local street is prohibited if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, R, and RP.

409. Landscape Standards:

Development within the BOR shall be subject to the landscape requirements of this section in addition to those requirements of the Environmental Management Act (EMA). Where standards conflict, the stricter of the two shall apply. All landscape shall be prepared by a registered landscape architect as per F.S. § 481.

(a.) *Arterial Road Landscaping*: All properties fronting arterial roads shall provide and maintain a 30 foot wide landscape area immediately adjoining the arterial road. All vegetation within the 30 foot wide landscaped area of good condition four inches and larger shall be preserved. This landscape area shall be planted with canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87 above, but compensatory area shall be added, equal to the area of the driveway, adjacent to the required landscape area. Sidewalks are not permitted within the landscape area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 13. below may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 30 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.

(b.) *Collector and Local Road Landscaping*: All properties fronting collector and local roads shall provide and maintain a 20 foot wide landscape area immediately adjoining the collector or local road. All vegetation within the 20 foot wide landscaped area of good condition four inches and larger shall be preserved (This provision shall not apply where a primary entrance is oriented toward the street and there is no vehicular use area between the building and roadway). This landscape area shall be planted with

<p>canopy trees with at least one tree for each 200 square feet of landscape area. Creative design and spacing is encouraged. The landscape area may be crossed by driveways permitted pursuant to section 87. above, but compensatory area shall be added equal to the area of the driveway within the required landscape area. Sidewalks are not permitted within the landscaped area except for interconnections to sidewalks fronting public roadways. Signs in accordance with section 4413. may be located within the landscape area, but shall not reduce the tree planting requirement. Existing healthy trees in the landscape area may be counted as prescribed in section 10-4.349(b) toward meeting the tree planting requirement. Management of the existing trees within the 20 feet shall include pruning of dead and hazardous tree limbs, pruning of live limbs less than 25 percent of the green mass of the tree, fertilization, pest control, and control of invasive vegetation. Mechanical methods which compact the earth or root systems shall not be allowed.</p>
<p>(c.) Street Trees—All existing and proposed roadways/access ways shall be planted with canopy trees at a standard of one canopy tree per 200 SF of landscaped area. Credit shall be given for existing vegetation within the required landscaped areas as identified in a. and b. above. Creative design and spacing is encouraged.</p>
<p>(d.) Parking areas—All vehicular use areas shall be buffered from view from public streets and/or access ways through the use of vegetation and/or topography or other manmade structures so long as such structures are architecturally compatible with the principle structure. All manmade visual buffers greater than 20 feet in unbroken length shall be designed to provide interesting visual effects and reduce apparent mass through the use of vegetation and plane projections, material changes, changes in scale or other architectural features. Canopy tree cover for the parking area shall be provided so as to attain a minimum of 60 percent plan view shading within ten years of planting date. At grade parking areas shall include interior landscaped areas at a minimum ratio of 400 SF per 5,000 SF of vehicular use area located internally to the parking area. Where interior landscaped areas can not be obtained, the required landscaped area shall be placed between the proposed vehicular use area and the public right-of-way and/or access way. Existing vegetation shall be incorporated into the landscaped areas to the greatest extent possible. Planting areas shall have a minimum area of 400 SF. with a minimum dimension of ten feet and shall have a depth of three feet of good planting soil. <del>Planting areas shall be mounded a minimum of 12 inches above the top of curb.</del></p>
<p>(e.) Trees planted within a sidewalk area shall incorporate tree grates or other surfacing so as to not impale the flow of pedestrian traffic.</p>
<p>(f.) Buffer standards for uncomplimentary land uses shall meet the requirements of section 10-7.522 of the Land Development Code.</p>
<p>(g.) Developments within this district shall preserve a minimum of 25 percent of the total site as natural area. The required natural area may be located off-site if the required area is designated as public open space and is accepted by the Public Works Department. On-site natural area shall encompass significant, naturally occurring vegetation areas or other significant environmental features.</p>
<p>(h.) Stormwater management facilities shall be landscaped in accordance with the Environmental Management Act, however, development is encouraged to provide innovative designs making such facilities an amenity to the site. All stormwater management facilities are encouraged to be constructed with 4:1 side slopes. Chain link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principle structure. <u>Stormwater ponds shall be designed to imitate “natural” pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed so as to be focal design amenities.</u></p>
<p><del>4410.</del> Signs: All signs within the BOR district shall be designed in accordance with the current locally adopted building code. Where conflict between standards of this district and other rules or regulations occur, the stricter of the two shall apply. A uniform sign design for the parcels included within the BOR district shall conform to the following minimum guidelines:</p>
<p>(a.) One wall-mounted sign per tenant per street frontage is permitted. A wall mounted sign shall not exceed ten percent of the area of the tenant wall area on which it is mounted. Wall signs for multiple tenant commercial buildings shall be uniformly designed and placed. Only one wall sign for multiple tenant office land uses shall be allowed.</p>
<p>(b.) No roof signs, billboard signs, pole signs, flashing signs or signs in motion are permitted.</p>
<p>(c.) Freestanding signs shall be setback a minimum of ten feet from the right-of-way line.</p>
<p>(d.) Temporary signs (not to exceed 30 days of display in a calendar year) are permitted at the discretion of the developer, except signs advertising property for sale or lease are not subject to this restriction.</p>
<p>(e.) Free standing signs shall be constructed with a base full width to the sign face that is constructed with materials that are consistent with the principle building. One free standing sign per driveway access per street frontage is permitted and shall be internally illuminated with an opaque field to control glare. Freestanding signs are sized proportional to the type of roadway to which they are adjacent. Allowable size restrictions are as follows:</p>
<p>1.) Arterial Roads: Maximum area: 150 square feet, Maximum Height: 25 feet</p>
<p>2.) Major Collector Roads: Maximum area: 100 square feet, Maximum Height: 20 feet</p>

3.) Minor Collector and Local Roads: Maximum area: 36 square feet, Maximum Height: 8 feet
<del>42</del> 11. Off-Street Parking Requirements: Off-street parking facilities associated with permitted principal nonresidential uses in the OR-1 zoning districts must comply with the following requirements:
(a.) Parking Setbacks: Side-Corner: 20 feet
Rear and Side-Interior: 10 feet
(b.) Driveway Setbacks: Side-Corner: 10 feet (none if driveway is shared)
Rear and Side-Interior: 4 feet (none if driveway is shared)
(c.) Off-street parking may not be placed in a front yard between a building and the street.
(d.) The parking or driveway separation from the building is four feet
(e.) All off-street parking spaces behind a building shall be screened from the required front yard and side corner lot areas by evergreen landscaping at least four feet in height.
(f.) Parking spaces shall be screened from rear and interior side property lines by a combination of a six feet high opaque fence or wall and landscape plant material.
(g.) Driveways connecting to a public street shall be the narrowest possible width to ensure appropriate safety standards, as determined by the county administrator or designee.
<del>43</del> 12. Lighting Standards:
(a.) All exterior lighting shall have recessed bulbs and filters which conceal the source of illumination. No wall or roof-mounted flood or spot lights used as general grounds lighting are permitted. Security lighting is permitted.
(b.) Lighting for off-street walkways shall be spaced no more than 30 feet apart, and shall not exceed ten feet in height.
(c.) Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height.
(d.) Lighting levels of the property line (six feet above ground) adjacent to residential areas shall not exceed five footcandles.
<del>44</del> 13. Noncompliance:
Existing noncompliance of the standards set forth in this section shall be subject to the provisions of Division 3 of the Land Development Code.
<del>45</del> 14. Variance Procedure:
Conformance to these design criteria shall be verified by the county during the site and development plan review process required for individual development projects. Deviation from the following subsections of this section may be requested pursuant to Division 8 of the Leon County Land Development Code: Subsections <del>4, 5, 16, 7, 8, 9, 11(a), 11(C), and 12</del> <u>4, 5, 6, 7, 8, 10(a), 10(C), and 11.</u>
<del>46</del> 15. Design Standards Applicable to Mini-warehouse Land Uses:
(a.) Mini-warehouse developments shall be developed in accordance with standards as set forth in section 10-6.675 (BCS district).
(b.) A continuous 100 percent opaque buffer obtained through the use of vegetation and/or fencing shall be required around the perimeter of all areas used for mini-warehouse storage. This standard does not apply to the portion of the development utilized for a sales office.

- 1                    GENERAL NOTES:
- 2                    1. If central sanitary sewer is not available, nonresidential development is limited to a minimum of 0.50
- 3                    acre lots and nonresidential development is limited to a maximum of 2,500 square feet of building area.
- 4                    Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon
- 5                    septic tank. Also, refer to Sanitary Sewer Policy 2.1.12. of the Comprehensive Plan for additional
- 6                    requirements.
- 7                    2. Refer to the Environmental Management Act (EMA) for information pertaining to the regulation of
- 8                    environmental features (preservation conservation features), stormwater management requirements, etc.
- 9                    3. Refer to the Concurrency Management Ordinance for information pertaining to the availability of
- 10                   capacity for certain public facilities (roads, parks, etc.).

11                    (Ord. No. 09-13, § 4, 3-19-09)

1 **SECTION 6.** Division 6 of Article VI of Chapter 10 of the Code of Laws of Leon County,  
2 Florida, entitled "Zoning Districts and Official Zoning Map" is hereby amended to repeal  
3 Section 10-6.677, entitled "Bradfordville Commercial Overlay District" as follows:  
4

5 **Sec. 10-6.677. -- Bradfordville commercial overlay district.**  
6

7 ~~(a) *Purpose and intent.* The purpose and intent of the Bradfordville commercial overlay district~~  
8 ~~is to implement section 4.2 of the Bradfordville Sector Plan adopted by the Board of County~~  
9 ~~Commissioners on July 11, 2000 (the "Bradfordville Sector Plan") in a manner consistent~~  
10 ~~with the Comprehensive Plan. Commercial uses, as referenced in this section 10-6.677, shall~~  
11 ~~include all uses in Division G and all uses in Major Groups 70, 72, 75, 76, 78 and 79 in~~  
12 ~~Division I of the Standard Industrial Code.~~

13 ~~(b) *Allowable uses.* All uses permitted under the base zoning shall be authorized with the~~  
14 ~~following exceptions:~~

15 ~~(1) In areas designated CO-1 in the Bradfordville Sector Plan, drive-through uses shall be~~  
16 ~~reviewed under the Type "B" site and development plan review process.~~

17 ~~(2) In areas designated CMUO-2 in the Bradfordville Sector Plan, warehouses, mini-~~  
18 ~~warehouses and self storage units shall be authorized only as a planned unit~~  
19 ~~development through the Type "D" site and development plan review process.~~

20 ~~(3) In the village center within CO-1 and areas designated as CMUO-2 in the Bradfordville~~  
21 ~~Sector Plan, all uses shall be considered through the Type "B" site and development~~  
22 ~~plan review process. Additionally, the following uses shall be prohibited, regardless of~~  
23 ~~the base zoning:~~

24 ~~a. Automotive service and repair.~~

25 ~~b. Towing, wrecking and recovery services.~~

26 ~~c. Motor vehicle fuel sales.~~

27 ~~d. Pawnshops.~~

28 ~~e. Pest control services.~~

29 ~~f. Cemeteries.~~

30 ~~g. Crematoriums.~~

31 ~~h. Dry cleaning plants.~~

32 ~~i. Gun firing ranges.~~

33 ~~j. Self-moving operations.~~

34 ~~k. Wholesale building supplies.~~

35 ~~l. All types of drive-through facilities.~~

36 ~~m. Any use which by application of performance standards related to noise, vibration,~~  
37 ~~electrical or magnetic disturbance, excessive light, odor or emanation of physical or~~  
38 ~~chemical particles harmful to air or water quality standards, produces effects or~~

1 impacts equal to or greater than the uses listed in subsections (a) through (l) of this  
2 section 10-6.677(a)(3).

3 ~~(c) Applicable development standards.~~

4 ~~(1) Intensity.~~

5 a. ~~Nonresidential floor area ratios.~~ The maximum floor area ratio for areas within the  
6 village center as designated in the Bradfordville Sector Plan may be increased to  
7 two hundred twenty nine thousandths, provided that the 25 percent natural open  
8 space requirement is provided off site in conformance with adopted policies and  
9 standards. Other areas shall be subject to floor area limits established in the base  
10 district.

11 ~~b. Open space and impervious cover standards.~~

12 1. ~~In areas designated CO-1, all development shall retain 25 percent of the site as~~  
13 ~~natural open space, provided however, that the board may authorize the~~  
14 ~~fulfillment of this requirement in a designated off site open space mitigation~~  
15 ~~area, if such area has been created by the board. In the village center portion of~~  
16 ~~the CO-1 area, participation in the county's off site open space mitigation~~  
17 ~~program shall be required if the board has created such program.~~

18 2. ~~In areas designated CMUO 2, all development shall retain 35 percent of the~~  
19 ~~site as natural open space except that for townhome development exceeding~~  
20 ~~eight dwelling units per acre, a minimum of 40 percent natural open space~~  
21 ~~shall be required.~~

22 3. ~~Not more than 40 percent of each site developed in areas designated CO-1 and~~  
23 ~~not more than 30 percent of each site developed in areas designated CMUO 2~~  
24 ~~shall be covered with impervious surfaces.~~

25 ~~e. Residential density.~~ Residential development within the CO-1 district shall be  
26 limited to single family attached (townhouse) with a minimum density of six  
27 dwelling units per acre and a maximum of 12 dwelling units per acre. All  
28 residential development in areas designated CMUO 2 in the Bradfordville Sector  
29 Plan shall comply with the following minimum and maximum density standards.  
30 Densities are expressed in terms of dwelling units per gross acre.

Type of Residential Use	Minimum Density	Maximum Density
Single family detached	1 DU/acre	4 DUs/acre
Single family attached (duplex)	4 DUs/acre	6 DUs acre
Single family attached (townhouse)	6 DUs/acre	8 DUs/acre

Single family attached (townhouse) with 40% natural open space retention	8 DUs/acre	12 DUs/acre
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~~(2) Phasing of development.~~

- ~~a. Within areas designated CO-1 in the Bradfordville Sector Plan, a maximum of 350,000 square feet of gross leasable area of commercial development in addition to existing square footage at the time of the adoption of this provision shall be permitted to be developed prior to the year 2010 unless:
  - ~~1. The county has conducted an analysis and the board has found that additional commercial development would be consistent with the Comprehensive Plan and Bradfordville Sector Plan; or~~
  - ~~2. The county has adopted amendments to the Comprehensive Plan and Bradfordville Sector Plan modifying the limits on the commercial development; or~~
  - ~~3. The board has determined through the rights determination process established in section 6 of Ordinance No. [00-31] adopted by the Board of County Commissioners on July 11, 2000, that the site is not subject to this provision.~~~~
- ~~b. Within the area designated CMUO-2 in the Bradfordville Sector Plan, no commercial uses may be developed prior to the year 2010 unless the board has found that the proposed development is consistent with the Comprehensive Plan and Bradfordville Sector Plan and all implementing Land Development Regulations; and any of the following is true:
  - ~~1. The county has conducted an analysis and the board has found that additional commercial development would be consistent with the Bradfordville Sector Plan and the Comprehensive Plan, as amended; or~~
  - ~~2. Eighty percent of the developable land (excluding dedicated rights of way, designated natural areas, stormwater facilities, landscape areas, and protected environmental features) designated CO-1 in the Bradfordville Sector Plan has been developed and not more than 350,000 square feet of commercial floor area has been previously permitted; or~~
  - ~~3. The commercial uses are an integrated part of a mixed use development, developed in accordance with the provisions of subsection 10-6.677(c)(3), below; or~~
  - ~~4. The county has adopted amendments to the Comprehensive Plan and Bradfordville Sector Plan modifying the limits on the commercial development; or~~
  - ~~5. The board has determined through the rights determination process established in section 6 of Ordinance No. [00-31] adopted by the Board of County Commissioners on July 11, 2000, that the site is not subject to this provision; or~~~~

- 1           6. ~~The proposed commercial development is part of a single, coordinated planned~~  
2           ~~development project, which may be, but is not required to be, bisected by a~~  
3           ~~local or minor collector street and for which the board finds that:~~
- 4           a. ~~More than 35 percent of the land area is located in the CO-1 area as~~  
5           ~~designated in the Bradfordville Sector Plan; and~~
- 6           b. ~~Commercial development on the single coordinated planned development~~  
7           ~~project does not exceed 75,000 square feet or the commercial allowance~~  
8           ~~established in subsection 10-6.677(c)(2)a.; and~~
- 9           c. ~~There is significant community benefit in the form of improved traffic~~  
10          ~~flow within the Bradfordville commercial area overlay.~~

11       ~~(3) *Mixed-use development.*~~

- 12          a. ~~For the purposes of this section, mixed-use development includes developments~~  
13          ~~with residential and nonresidential components.~~
- 14          b. ~~In areas designated CMUO-2, residential square footage shall be no less than 80~~  
15          ~~percent of the gross leasable floor area of all nonresidential uses within a mixed-use~~  
16          ~~development.~~
- 17          c. ~~In areas designated CMUO-2, commercial development serving the residential uses~~  
18          ~~on the site may be permitted at a rate of up to 25 square feet of gross leasable area~~  
19          ~~per dwelling unit within the mixed-use development.~~
- 20          d. ~~The maximum intensity of mixed-use development shall be calculated based on the~~  
21          ~~adopted floor area ratio standard for nonresidential development in the district,~~  
22          ~~subject to site limitations. Building floor area shall be the sum of gross leasable~~  
23          ~~nonresidential floor area and heated residential floor area.~~
- 24          e. ~~Mixed-use developments shall be reviewed and authorized through the planned unit~~  
25          ~~development process, subject to the Type "D" site and development plan review~~  
26          ~~process.~~

27       ~~(4) *Design standards.* The following site planning and building design guidelines shall~~  
28       ~~apply to development within the Bradfordville commercial area overlay district. The~~  
29       ~~board shall promulgate rules in an administrative design guidelines procedural manual~~  
30       ~~to provide for the application of these guidelines.~~

- 31          a. ~~*Site planning guidelines.* Site planning guidelines address the location, orientation~~  
32          ~~and configuration of structures on a parcel of land with regards to the parcel's own~~  
33          ~~boundary lines and adjacent streets, structures and spaces. Site design elements~~  
34          ~~include the following:~~

- 35           1. ~~*Site placement and orientation of buildings:* Where appropriate, structures~~  
36           ~~shall be located in front of, and so as to screen, parking lots to allow compact~~  
37           ~~and convenient pedestrian linkages between buildings, parking areas and~~  
38           ~~sidewalks. Buildings should also be placed and, as appropriate, clustered to~~  
39           ~~create clear sight lines to entrances and to open public spaces, plazas and~~  
40           ~~gathering areas.~~



- 1 ~~2. *Parking:* Where appropriate, particularly within the village center, parking will~~  
2 ~~be centrally clustered so as to be shared by multiple uses/tenants, with~~  
3 ~~convenient pedestrian paths and corridors articulated by changes in pavement~~  
4 ~~materials, colors or textures where they cross parking lots and driveways, and~~  
5 ~~by landscaping and pedestrian scaled lighting.~~
- 6 ~~3. *Landscaping:* Required landscape buffers should meet opacity requirements~~  
7 ~~noted above and should use a palette of native and naturalized plant species.~~  
8 ~~Major pedestrian corridors should be articulated by continuous alignments of~~  
9 ~~trees and shrubs, pergolas, arcades or other landscape or architectural design~~  
10 ~~elements.~~
- 11 ~~4. *Drainage:* As may be feasible, drainage structures, including retention ponds~~  
12 ~~and drainageways, should be designed to imitate "natural" pond characteristics,~~  
13 ~~including curved geometries, gently sloping edges, landscaping and paving~~  
14 ~~materials, and should be placed so as to be focal design amenities.~~
- 15 ~~5. *Outdoor spaces:* Within the village center, developments are encouraged to~~  
16 ~~incorporate central plazas connecting multiple uses designed to accommodate~~  
17 ~~activities, including outdoor dining, displays, special events and entertainment.~~
- 18 ~~6. *Fences/screening:* Fences, screening and berms, where required, shall use only~~  
19 ~~natural materials; stone, wood, stucco, etc. Chain link fencing will not be~~  
20 ~~approved except in areas out of public view.~~
- 21 ~~7. *Storage, utilities and services:* Shall be shielded from public view by~~  
22 ~~landscaping, walls, fencing or by placement of buildings.~~
- 23 ~~b. *Building design guidelines.* All buildings within the Bradfordville commercial~~  
24 ~~center overlay district shall incorporate elements of local vernacular styles, typical~~  
25 ~~within the Tallahassee region, described generally below. It is not the intent to~~  
26 ~~mandate that all buildings be designed in a particular design style, but rather to~~  
27 ~~create a "village theme" by flexibly combining related indigenous materials and~~  
28 ~~styles. Standardized building designs with overt "product branding" as in~~  
29 ~~standardized chain fast food restaurants or gas stations should not be permitted.~~
- 30 ~~1. *Architectural detailing:* Vernacular architectural elements and details are~~  
31 ~~encouraged to be incorporated including, but not limited to, bracketed~~  
32 ~~overhangs, windows articulated by mullions and accented by shutters, dormers,~~  
33 ~~porches, verandas and arcades, particularly as may be used to define pedestrian~~  
34 ~~areas and entrances. Standardized storefronts, excessive use of plate glass and~~  
35 ~~uninterrupted facade planes should be avoided.~~
- 36 ~~2. *Colors, textures and materials:* Consistent with intended vernacular character,~~  
37 ~~the use of quality, natural and indigenous materials is encouraged on major~~  
38 ~~facade elements including: natural wood siding, brick and stone. High quality,~~  
39 ~~authentic looking manmade materials, such a fiber cement board and stucco,~~  
40 ~~are also acceptable for construction. However, materials such as vinyl siding,~~  
41 ~~metal and plastic sheathing, and "simulated natural" materials should be~~  
42 ~~avoided. Natural, subdued earth tone colors are preferred over primary colors~~

1                   except as may be used for accents. Excessively brilliant, metallic or reflective  
2                   colors will be avoided.

3                   3. ~~Roof forms:~~ Elemental to vernacular design is the use of varied and articulated  
4                   sloping roof forms. Flat roof areas should only be permitted in limited areas  
5                   such as entrance canopies, walkway connections, storage and mechanical  
6                   equipment areas, arcades, etc. Appropriate roof materials include metal  
7                   standing seam, wood shakes, shingles and tile. Primary or bright colors shall  
8                   be avoided.

9                   (5) ~~Streets.~~ Development along the new roadways proposed in the Bradfordville Sector  
10                  Plan shall comply with the setbacks established in section 10-7.530 for a three-lane  
11                  road. The board may approve alternatives to planned road alignments upon finding that  
12                  the proposed alternate alignment serves the same transportation function as the planned  
13                  alignment.

14                  (6) ~~Signs.~~ Signs within the Bradfordville commercial overlay district shall comply with all  
15                  sign regulations applicable within the underlying zoning district and Article IX of this  
16                  chapter. Pole signs shall be prohibited within the Bradfordville commercial overlay  
17                  district. All signs shall be monument or pedestal mounted and comprised of an exterior  
18                  material and finish consistent with the facade and architectural theme of the primary on-  
19                  site structure.

20                  (Ord. No. 07-20, § 2, 7-10-07)

21                  **SECTION 7.** Section 10-6.680 of Article VI of Chapter 10 of the Code of Laws of Leon  
22                  County, Florida, entitled “Bradfordville Mixed Use Overlay District” is hereby amended as  
23                  follows:  
24

25                  **Sec. 10-6.680. BOR Bradfordville mixed use overlay district Commercial Center District.**

26                  (a) *Purpose and intent.* The purpose and intent of the Bradfordville ~~Mixed Use Overlay~~  
27                  Commercial Center District (BOD/BCCD) is to provide development standards that  
28                  implement the goals, objectives, and policies of the Tallahassee-Leon County  
29                  Comprehensive Plan recognizing the special character of the Bradfordville Study Area. The  
30                  ~~overlay BCCD district~~ is provided to ensure that goods and services are provided primarily  
31                  for the area residents rather than serving a regional market and providing development  
32                  consistent with the character of the area. The BCCD district is also intended to provide more  
33                  focused development reviews for projects associated with sensitive historical, cultural or  
34                  environmental resources. The ~~overlay BCCD~~ district is implemented by the following  
35                  zoning districts: BC-1 Bradfordville Commercial-Auto Oriented District, BC-2  
36                  Bradfordville Commercial-Pedestrian Oriented District, BCS Bradfordville Commercial  
37                  Services District, BOR Bradfordville Office Residential District, OS Open Space, and PUD  
38                  Planned Unit Development. The ~~Bradfordville Mixed Use Overlay District BCCD~~  
39                  ~~boundaryies are~~ is defined in Figure 10-1006(1)A. Expansion of this district shall be  
40                  prohibited until a new commercial needs assessment has been completed in 2030.

41                  (b) *Allowable uses.* The uses permitted in the ~~BOD~~ BCCD are those provided in the underlying  
42                  zoning district. The overall intensity of development of land may not exceed that permitted

1 by the underlying zoning district, and may be further reduced in accordance with special  
2 development and design standards set forth in this division. The following uses shall be  
3 prohibited regardless of the zoning district:

4 (1) Automotive service and repair

5 (2) Towing, wrecking and recovery services

6 (3) Pawn shops

7 (4) Pest control services

8 (5) Cemeteries

9 (6) Crematoriums

10 (7) Dry cleaning plants

11 (8) Gun firing ranges

12 (9) Self-moving operations

13 (10) Wholesale building supplies

14 Any development proposing warehousing, mini-warehousing, or self-storage shall require a  
15 Type "D" site plan review.

16 (c) *Development standards.* Development standards are established in the underlying zoning  
17 district as set forth in this division. Developments affecting land within the ~~BOD~~ BCCD  
18 shall be subject to review pursuant to division 4 of article VII of this chapter and shall  
19 comply with the following development standards:

20 (1) *Site analysis:* A comprehensive site analysis is required before planning and design  
21 begins. The analysis should examine the site's physical properties, amenities, special  
22 problems, character, and the neighboring environment of the site.

23 (2) *Stormwater:* Development or redevelopment of any property located within the BCCD  
24 shall be subject to compliance with the Bradfordville Stormwater Standards outlined in  
25 Article IV of this Chapter.

26 (23) *Roadway access standards:* In order to protect the roadway capacity of Thomasville,  
27 Bannerman, and Bradfordville Roads, new direct access is prohibited along the arterial  
28 and collector roadways except as permitted in this division.

29 (34) *Site design:* Building and site design shall comply with the Bradfordville Site and  
30 Building Standards Guidelines Manual adopted by the Board of County  
31 Commissioners. Low impact design alternatives shall be incorporated into all site and  
32 development plans within the BCCD district. Development within the overlay shall  
33 provide integration of the proposed use and development with the adjacent uses and  
34 developments including, but not limited to, access/egress, building and parking  
35 location/orientation, natural and landscaped areas. Development shall incorporate the  
36 existing natural features of the development site into site and development plans  
37 avoiding clearing of expansive naturally vegetated areas. Parking areas shall be buffered  
38 from all public roadways through placement of vegetation and/or topography or  
39 manmade structures.

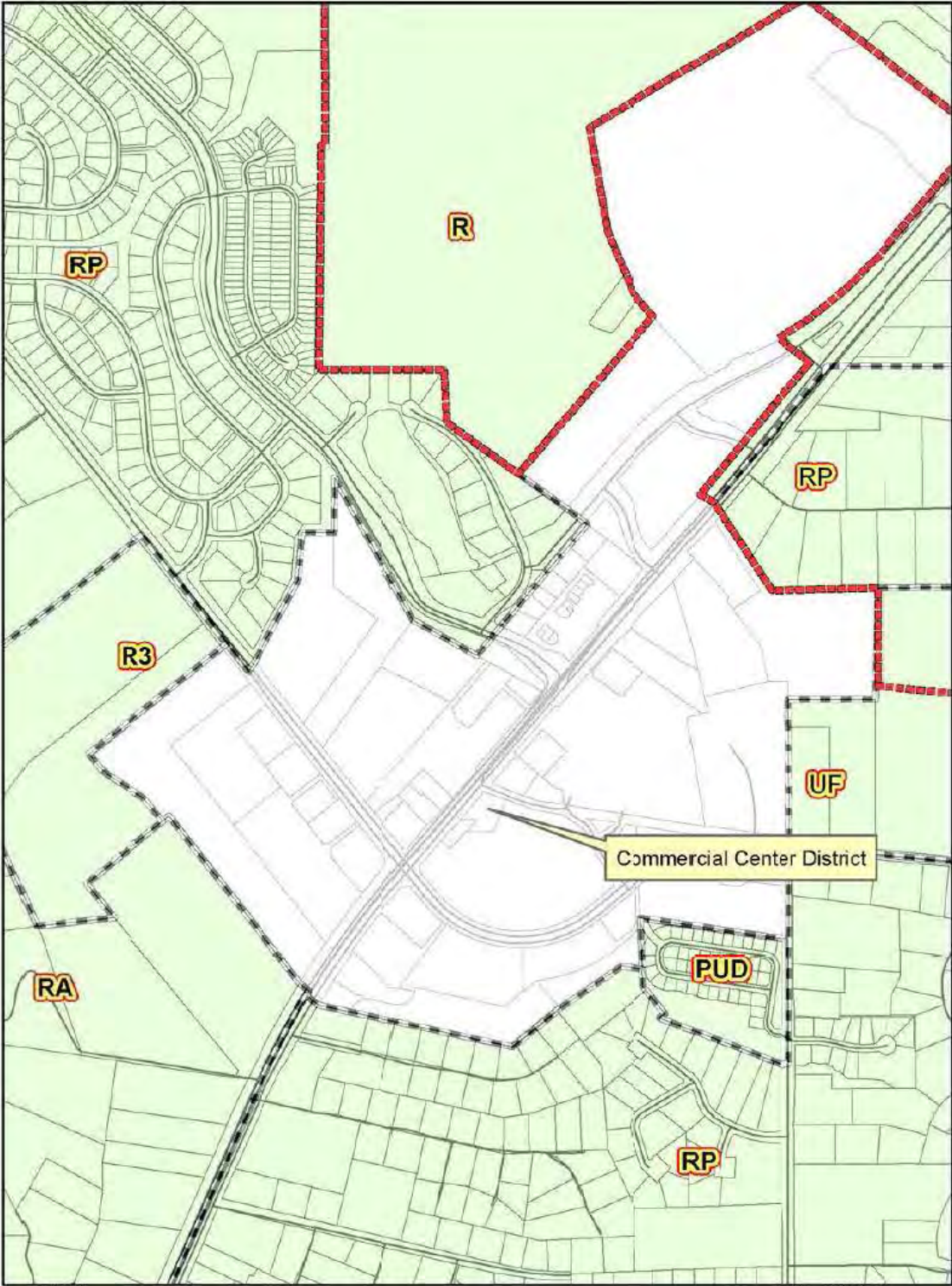
1 (45) *Signage*: All signage shall be proportional to the roadway classification along which it  
2 is located. Larger signs will be permitted along arterial roadways, smaller signs will be  
3 permitted along collector roadways, and the smallest signs will be permitted along local  
4 nonresidential streets. Freestanding signs are prohibited in the BC-2 district along local  
5 streets. Roof signs and pole signs are prohibited within the ~~overlay district~~ BCCD.  
6 Freestanding signs within the BCCD shall be limited to monument style construction  
7 and architecturally compatible with the principle structure to which it is related.

8 (56) *Lighting*: All building lighting and parking area lighting shall be downward directional.  
9 Lighting in parking areas shall be restricted to low mounted closely spaced fixtures to  
10 minimize glare.

11 (d) *Existing uses and structures*: The provisions of this section and the implementing zoning  
12 districts shall not apply to any properties which have currently existing conforming uses and  
13 structures. However, expansion or redevelopment of existing sites shall be subject to this  
14 section and the implementing zoning districts.

15  
16 ~~A design manual shall be developed by the county to define the design standards. This design~~  
17 ~~manual shall be separately approved by the Board of County Commissioners.~~  
18

Figure "A"



**Legend**  
City Boundary  
Zoning  
Commercial Center  
Local Streets  
Major Streets  
Lakes

Figure "A"  
Bradfordville Commercial Center District  
Map Produced by Marcus Curtis GIS Tech II 9/23/14

1 inch = 900 feet  
GIS

Disclaimer: This product has been compiled from the most accurate available spatial data from Lewis County, the City of Tallapoosa and the Georgia County Property Appraiser's Office. The product is for reference purposes only and is not to be construed as a legal document or a survey instrument. A disclaimer on the information contained herein is the user's own. Lewis County, the City of Tallapoosa and the Georgia County Property Appraiser's Office assume no responsibility for any use of the information contained herein in any way not intended by the provider.

1 **SECTION 8. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of  
2 this ordinance are hereby repealed to the extent of such conflict, except to the extent of any  
3 conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions  
4 shall prevail over any part of this ordinance which is inconsistent, either in whole or in part, with  
5 the said Comprehensive Plan.

6  
7 **SECTION 9. Severability.** If any word, phrase, clause, section or portion of this ordinance  
8 shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or  
9 words shall be deemed a separate and independent provision and such holding shall not affect the  
10 validity of the remaining portions thereof.

11  
12 **SECTION 10. Effective Date.** This ordinance shall be effective according to law.

13  
14 DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County,  
15 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

16  
17  
18  
19 LEON COUNTY, FLORIDA

20  
21  
22 By: \_\_\_\_\_  
23 Kristin Dozier, Chairman  
24 Board of County Commissioners  
25

26 ATTEST:  
27 Bob Inzer, Clerk of the Court  
28 Leon County, Florida  
29

30  
31 By: \_\_\_\_\_  
32

33  
34 APPROVED AS TO FORM:  
35 Leon County Attorney's Office  
36

37  
38 By: \_\_\_\_\_  
39 Herbert W. A. Thiele, Esq.  
40 County Attorney  
41

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# Exhibit “A”



## Bradfordville Sector Plan Updates

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### 5.0 Bradfordville Commercial Center District

#### 5.1 Background and Policy Update

In June of 2000, the Board of County Commissioners adopted the Bradfordville Sector Plan (BSP) to implement a strategy and regulatory framework to protect the rural quality of life and to provide for a pedestrian-oriented village center. The BSP provided a 20 year outlook for the Bradfordville Study Area (BSA). Additionally, the BSP was designed to phase the development of the commercial districts over this 20 year period along with a 350,000 square foot commercial cap for development within the Commercial Overlay Zone 1 (CO-1). This commercial cap was intended to be re-evaluated after 10 years, and if necessary, commercial could be expanded into the areas designated Commercial Mixed Use Overlay Zone 2 (CMUO-2).

In the late 2000's, the entire country experienced an economic decline which had significant impacts on new development. As a result, only limited development occurred for a number of years in Leon County and consequently, by 2010 the 350,000 square foot commercial cap in the Bradfordville Commercial districts had not been realized. Therefore, as of 2010, a re-evaluation of commercial needs was not required. Consequently, staff determined that the cap of 350,000 had expired as well. However, by 2014 the economy began to recover and renewed interest in commercial development began to increase. As a result, in early 2014, the Board of County Commissioners (Board) directed staff to begin a process to re-evaluate the commercial needs for the Bradfordville Commercial districts.

A Bradfordville Commercial Needs Assessment Citizen Committee (hereinafter referred to as the "citizen committee"), which included representatives of homeowner's associations, representatives of the development community, representatives of interested environmental protection coalitions as well as representatives of the County, was created to ensure that all interested parties were provided the opportunity to comment on and shape the future development of the Bradfordville Commercial districts. The citizen committee also included prior members of the "working groups" responsible for the development of the BSP in 2000.

During the summer of 2014, staff began analyzing the existing development within the Bradfordville Commercial districts as well as analyzing the remaining vacant properties. In

1 addition, staff analyzed the data from the most recent Census survey and gathered information  
2 from the County's Geographic Information System (GIS) to determine growth of the area, both  
3 non-residential and residential. In keeping with the original methodology used to create the BSP,  
4 staff utilized the same methodology to ascertain the projected growth for the BSA. This  
5 additional growth in residential along with the existing non-residential development, provided  
6 staff with an estimation of commercial needs.

7  
8 In addition to the estimation of commercial needs, staff evaluated the remaining vacant and  
9 unentitled (no specific development approvals or agreements) property within the Bradfordville  
10 Commercial districts. Staff calculated approximately 34 acres of vacant property remained.  
11 These vacant properties are located in each of the Bradfordville Commercial districts, with a  
12 majority of the vacant property located within the BC-1 zoning district.

13  
14 Staff initially provided the newly formed citizen committee with their findings in August 2014.  
15 These findings noted that the population for Leon County was projected to grow approximately  
16 0.7% over the next 20 years. The projected commercial needs were initially projected to be  
17 approximately 156,000 square feet. Should the market flexibility factor (1.44) be included, as  
18 was used in the original study in 2000, a revised commercial needs calculation of 225,000 sq ft  
19 would be established.

20  
21 However, the citizen committee determined that this methodology of calculating square footage  
22 was not effective in implementing the intent of the BSP. The committee found that the Sector  
23 Plan did not effectively implement the desired development pattern of a pedestrian friendly  
24 "village center" and resulted in more "big box" developments and less pedestrian friendly retail  
25 developments. As a result of these lessons learned, the committee focused on revising the  
26 standards to require a more intense, pedestrian friendly development pattern consistent with the  
27 intent of the BSP and prevent future "big box" developments.

28  
29 Another goal of the BSP was the protection of the natural water resources. The BSA contains  
30 the most stringent stormwater standards in Leon County. Any development in the BSA is  
31 already required to meet the Bradfordville Stormwater Standards. Therefore, the consensus of  
32 the citizen committee was to continue to allow development in the commercial districts, without  
33 regard to any defined maximum square footage cap, provided the development meets the  
34 stringent Bradfordville Stormwater Standards.

## 35 36 5.2 Recommendations for New Plan Horizon

37  
38 The BSP was originally developed with the intent of phasing development over a period of 20  
39 years. This phasing was to be accomplished utilizing commercial overlay districts. The  
40 Commercial Overlay Zone 1 (CO-1), the Commercial Mixed Use Overlay Zone 2 (CMUO-2)  
41 and the Village Center (VC) overlays were established with the intent of focusing development  
42 within the CO-1 overlay and VC overlay for the first 10 years. A maximum square footage of  
43 350,000 square feet was established to limit development over the first 10 year phase. After  
44 2010, it was intended that any additional commercial needs would be determined through a  
45 needs assessment. The CMUO-2 overlay was intended to be developed after this maximum cap  
46 had been reached and after a commercial needs assessment in 2010.



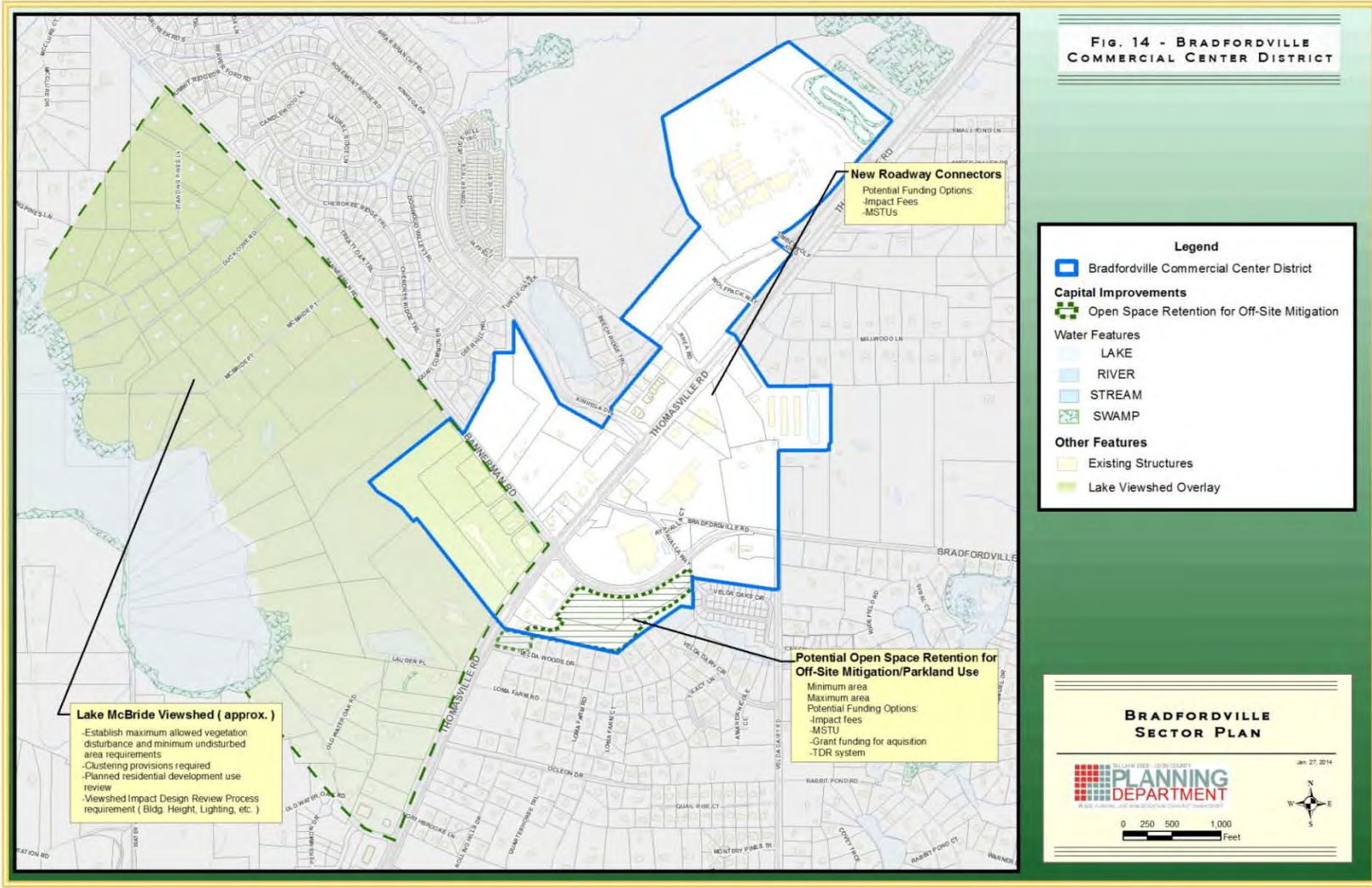
1 Without a need for a specific maximum square footage limitation, the commercial overlays are  
2 no longer necessary to implement the intent of the BSP. Each zoning district, along with a  
3 defined “Bradfordville Commercial Center District (BCCD)”, shall regulate and guide new  
4 development and redevelopment of properties within the commercial district. Each zoning  
5 district as well as the aforementioned BCCD shall incorporate the site design and development  
6 standards originally outlined in the BSP recommendations of Section 4.

7  
8 With the retraction of the commercial overlays, each zoning district shall require amendments to  
9 incorporate various density and intensity provisions previously found in the commercial overlay  
10 districts. These Bradfordville zoning districts shall be amended to allow flexibility in site design,  
11 including, but not limited to, revised height limits, revised parking standards, and site layout.  
12 For those districts that only allow a maximum height of 2 stories, the height shall be increased to  
13 3 stories, with the exception of the area within the Lake McBride Scenic Overlay wherein the  
14 height limit will remain 30 feet. The lot coverage development standard shall be removed from  
15 each district. For all new development and redevelopment, impervious surface coverage shall be  
16 determined based on meeting the Bradfordville Stormwater Standards as well as other  
17 development standards within the BCCD and individual zoning districts. Incentives may be  
18 developed that allow alternative design criteria enabling more efficient and creative uses of a  
19 site.

20  
21 The plan horizon shall be amended to reflect a new 15 year scope, from 2015 to 2030 in order to  
22 be consistent with the Comprehensive Plan. This scope shall be re-evaluated in 2030 to conduct  
23 a new commercial needs assessment. During this horizon, expansion of the Bradfordville  
24 Commercial Center shall be prohibited. Finally, staff shall consider amendments to the  
25 Comprehensive Plan to limit further expansion of the commercial district. These amendments  
26 may include a retraction of the Bradfordville Mixed Use (BMU) Future Land Use category to  
27 include only the area within the Bradfordville Commercial Center District. With the removal of  
28 the overlays, a new “Bradfordville Commercial Center District” Map will be required.  
29 Therefore, Figure 12 of the BSP will be superseded by a new Figure “14” to identify the  
30 boundaries of the new “Bradfordville Commercial Center District.”

31

Exhibit 'B'





"People Focused. Performance Driven"

## MEMORANDUM

**TO:** Ryan Culpepper, Leon County Department of Development Support Services and Environmental Management

**THRU:** Russell Snyder, Land Use Division Manager, TLCPD

**FROM:** Mary Jean Yarbrough, Senior Planner, TLCPD

**DATE:** January 6, 2015

**SUBJECT:** Consistency Review—Bradfordville Sector Plan and Zoning Districts Amendment Ordinance

---

### **Introduction**

The proposed ordinance amends the Bradfordville Sector Plan and also sections of the Code of Laws of Leon County. Specifically, the following changes are proposed:

#### **Bradfordville Sector Plan**

- Adding a new Chapter 5 titled, "Bradfordville Commercial Center District", which will provide guidance for future development and would establish an updated 15 year horizon making it consistent with the Comprehensive Plan horizon of 2030.
- Replacing Figure 12 with a new Figure 12 titled, "Bradfordville Commercial Center District".

#### **Leon County Code Of Ordinances**

- Revise Section 10-6.673, Bradfordville Commercial Auto-Oriented District, Section 10-6.674, Bradfordville Commercial-Pedestrian Oriented District, Section 10-6.676, Bradfordville Commercial Services District, Section 10-6.676, Bradfordville Office Residential District, and Section 10-6.677 Bradfordville Commercial Overlay District, and Section 10-6.680 Bradfordville Mixed-Use Overlay District to reflect the Bradfordville Commercial Needs Assessment Committee's proposed development standards to allow more intense development in the commercial areas.

### **Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan**

After reviewing all Comprehensive Plan goals, objectives, and policies regarding the Bradfordville Study Area, staff notes the applicable Land Use policies set forth below. The Bradfordville Sector Plan was established to provide services to residents that do not promote urban sprawl so as to protect the rural character of the Bradfordville area. The proposed amendments to the Sector Plan and the Code are necessary to reflect the changing needs of the community as determined by the Bradfordville Commercial Needs Assessment Committee.

**Land Use Element Objective 1.7** provides a framework for mixed used development within the Bradfordville Sector Plan area. The objective includes statements of intent for overall development in the sector, including:

- a) Provide opportunity for residential, shopping, employment, education and recreation use within walking distance of each other;
- b) Encourage a mix of complimentary land uses and concentrations of mixed use development in appropriate locations;
- c) Ensure that zoning implementation does not promote sprawl development, nor concentrations of single use development; and

The proposed revision to the sector plan map and the proposed code changes will continue to support mixed use development within walking distance. Additionally, the proposed changes will continue to curb urban sprawl by prohibiting further expansion of the newly named Bradfordville Commercial Center District and by allowing development to build more intensely with the removal of the impervious surface cap of 40%. The proposed restriction to limit the size of single-use tenants in each zoning district will also help deter concentrations of single use development.

**Land Use Element Policy 2.2.6** establishes the intended function and components of the Bradfordville Mixed Use land use. Some specific goals are to:

- Limit gross leasable square footage per parcel in commercial development allocations.
- Create a village atmosphere with an emphasis on low to medium density residential land use, small-scale commercial shopping opportunities for residents, schools and churches, and recreation.
- Keep all nonresidential land uses minimal to reduce the intrusive impact upon the predominate residential land use.
- Allow all of the development patterns within the Bradfordville Mixed Use.

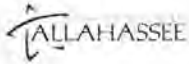
The proposed revisions to the sector plan, which include the creation of a new section that provides guidance for future development and establishes an updated 15-year planning horizon, is consistent with the above policies. These changes will continue to create a village atmosphere with an emphasis on smaller-scale commercial land uses.

**Land Use Element Policy 3.3.1** provides criteria as to where commercial and non-residential development shall be located to be compatible with adjacent uses and also states that development will be designed to promote transit, bicycling, and walking in the Bradfordville Mixed Use Future Land Use category.

The proposed revision to the sector plan and the proposed code changes will continue to support this policy by continuing to restrict where commercial development can occur and to maintain the current design standards to promote alternative transportation.

## **Recommendation**

Staff recommends that the Planning Commission find the proposed ordinance consistent with the *Tallahassee-Leon County Comprehensive Plan*.



"People Focused. Performance Driven"

## MEMORANDUM

**TO:** Ryan Culpepper, Leon County Department of Development Support Services and Environmental Management

**THRU:** Russell Snyder, Land Use Division Manager, TLCPPD

**FROM:** Mary Jean Yarbrough, Senior Planner, TLCPPD

**DATE:** January 6, 2015

**SUBJECT:** Consistency Review—Bradfordville Sector Plan and Zoning Districts Amendment Ordinance

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- Keep all nonresidential land uses minimal to reduce the intrusive impact upon the predominate residential land use.
- Allow all of the development patterns within the Bradfordville Mixed Use.

The proposed revisions to the sector plan, which include the creation of a new section that provides guidance for future development and establishes an updated 15-year planning horizon, is consistent with the above policies. These changes will continue to create a village atmosphere with an emphasis on smaller-scale commercial land uses.

**Land Use Element Policy 3.3.1** provides criteria as to where commercial and non-residential development shall be located to be compatible with adjacent uses and also states that development will be designed to promote transit, bicycling, and walking in the Bradfordville Mixed Use Future Land Use category.

The proposed revision to the sector plan and the proposed code changes will continue to support this policy by continuing to restrict where commercial development can occur and to maintain the current design standards to promote alternative transportation.

### **Recommendation**

Staff recommends that the Planning Commission find the proposed ordinance consistent with the *Tallahassee-Leon County Comprehensive Plan*.

## NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 10, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING THE BRADFORDVILLE SECTOR PLAN, ADOPTED BY ORDINANCE 00-31; AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-6.673, BRADFORDVILLE COMMERCIAL-AUTO ORIENTED DISTRICT; AMENDING SECTION 10-6.674, BRADFORDVILLE COMMERCIAL-PEDESTRIAN ORIENTED DISTRICT; AMENDING SECTION 10-6.675, BRADFORDVILLE COMMERCIAL SERVICES DISTRICT; AMENDING SECTION 10-6.676, BRADFORDVILLE OFFICE RESIDENTIAL DISTRICT; REPEALING SECTION 10-6.677, BRADFORDVILLE COMMERCIAL OVERLAY DISTRICT; AMENDING SECTION 10-6.680, BRADFORDVILLE MIXED USE OVERLAY DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

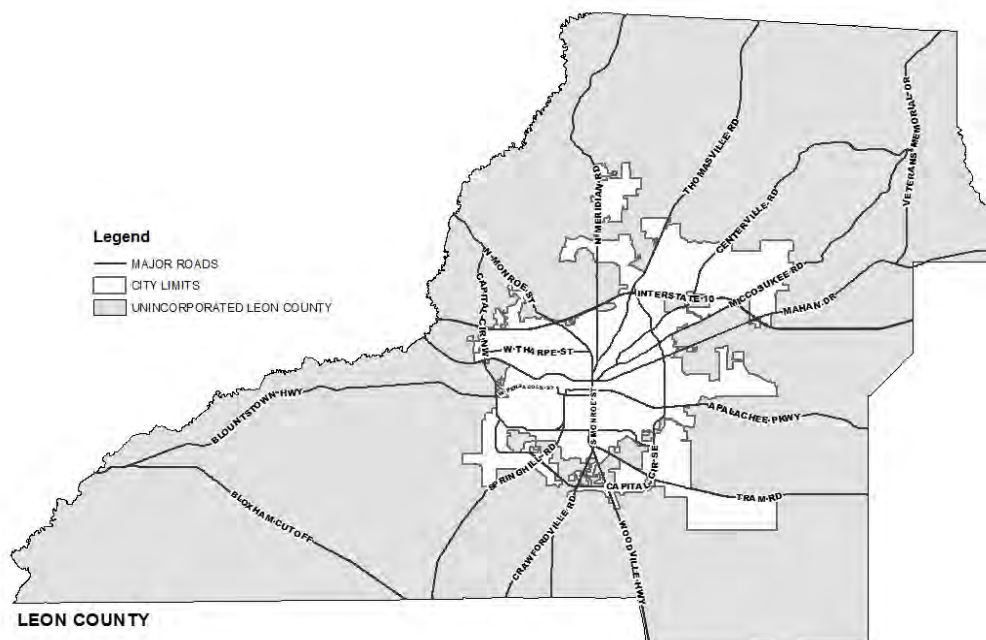
Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: February 2, 2015



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #26**

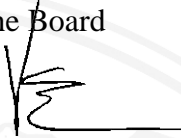


# Leon County Board of County Commissioners

## Cover Sheet for Agenda #26

February 10, 2015

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

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

**Title:** First and Only Public Hearing to Consider a Notice of Proposed Change to Amend the Development Order for the Killearn Lakes Development of Regional Impact

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support & Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Ryan Guffey, Concurrency Management Planner, Development Services

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing and find the Notice of Proposed Change to not be a Substantial Deviation, and adopt the amendment to the Killearn Lakes Development of Regional Impact Development Order (Attachment #1).

## **Report and Discussion**

### **Background:**

The Board of County Commissioners initially approved the Killearn Lakes Plantation DRI on March 23, 1976. The Killearn Lakes Development of Regional Impact (DRI) Development Order (DO) was amended in 1994, 1995, 1997, 2000, and 2009. The last four amendments were achieved through the Notice of Proposed Change (NOPC) process.

There is interest by a developer to construct an assisted living facility (ALF) on property within the Killearn Lakes DRI; however, an ALF is not allowed on the subject properties pursuant to the DRI DO. The proposed NOPC would amend the DO to allow an ALF (Attachment #1). Map "H" of the DRI DO designates the allowed use of land within the DRI. The subject properties have a Map H designation of "Commercial," which would not allow an ALF due to its residential nature. The applicant is seeking to change a portion of Commercial Area B from "Commercial" to "Commercial/Assisted Living Facility." This change would amend Map H to both retain the existing commercial rights and allow an ALF.

### **Analysis:**

#### **Land Development Code**

The subject properties have a zoning designation of DRI, which defaults to the use allowed on Map H. The Killearn Lakes DRI is one of the older DRI's in the State of Florida. The DO does not contain a specific list of uses, and instead uses a generic category, such as 'commercial.' Assisted living facilities are regulated as a residential use, and therefore the existing commercial designation is not appropriate for the intended use.

#### **Comprehensive Plan Consistency Determination and Recommendation**

The subject properties have a Future Land Use Designation of Bradfordville Mixed Use. The proposal would further the intent of the future land use category by incorporating residential uses within a commercial component of the DRI. The Planning Department has reviewed the proposed NOPC and provided a memorandum stating that the proposed DO is consistent with the Comprehensive Plan (Attachment #2). At their January 6, 2014 meeting, the Tallahassee-Leon County Planning Commission voted unanimously to find the NOPC consistent with the Comprehensive Plan, and concurred that it was not a Substantial Deviation at their January 6, 2014 meeting.

#### **Recommended Condition of Approval**

The Planning Commission requested that, as a recommended condition of approval, a definition of an ALF be included in the NOPC. The applicant has since revised the proposed amendment to the DO to include the definition of an ALF as follows: "means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator and which secures any or all of the following licenses: Assisted Living Facility (ALF), Extended Congregate Care (ECC), Limited Nursing Services (LNS), and/or Limited Mental Health (LMH). This definition includes licenses from the Agency for Healthcare Administration (AHCA)." The applicant also revised the proposed Map H designation from 'Commercial/Assisted Living' to 'Commercial/Assisted Living Facility.'

### **Transportation Analysis**

Concurrency Management staff has reviewed the NOPC for transportation impacts to the Concurrency Management System (CMS). The DO for Killlearn Lakes DRI entitles 'Commercial Area B' to 261,000 square feet of commercial area. To date, approximately 17,536 square feet has been constructed within that area.

Trips associated with this intensity of development have been reserved in the CMS. The net difference between the vesting and the proposed use is approximately 672 PM Peak Hour reserved trips available to accommodate the anticipated impact of the proposed ALF. Therefore, staff expects the project to meet transportation concurrency at the time of site plan review, if this NOPC is approved.

### **Comments from Other Local Government Departments and State Agencies**

The Leon County Environmental Services Division noted that the site has a current stormwater operating permit. The engineer of record will need to ensure that the resulting development will not exceed the parameters of that permit, or make necessary revisions. The stormwater impacts will also be reviewed during the site plan process as part of the Environmental Management Permit (EMP).

The Apalachee Regional Planning Council (ARPC) requested an analysis from the applicant regarding potable water and wastewater demand, which was provided. Talquin Electric will be involved with this issue during the site plan process, if this NOPC is approved. The Florida Department of Transportation (FDOT), the Northwest Florida Water Management District (NWFLWMD), the Department of Environmental Protection (DEP), the Department of State, and the Department of Economic Opportunity (DEO) had no comment. Comments from state and local government are found in Attachment #3. The applicant has also submitted a proposed rendering of the ALF as an informational item (Attachment #4).

### **Public Notification**

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #5). Additionally, the president of the Killlearn Lakes Home Owners' Association (HOA) was provided an electronic informational package regarding the proposal, which was forwarded to all HOA members. Public notification signage was posted on the site, and the Planning Commission meeting on the proposal was advertised in the newspaper. To date, staff has not received any calls or feedback concerning this proposal.

### **Options:**

1. Conduct the first and only Public Hearing and find the Notice of Proposed Change to not be a Substantial Deviation, and adopt the amendment to the Killlearn Lakes Development of Regional Impact Development Order (Attachment #1).
2. Conduct the first and only Public Hearing and find the Notice of Proposed Change to be a Substantial Deviation, and do not adopt the amendment to the Killlearn Lakes Development of Regional Impact Development Order.
3. Board direction.

### **Recommendation:**

Option #1.

Attachments:

1. Notice of Proposed Change
2. Consistency Memorandum
3. Comments from State Agencies and Local Government
4. Conceptual Rendering of the Proposed ALF (Informational)
5. Public Notice

VSL/AR/DRM/RC/RG

# Killearn Lakes Development of Regional Impact Notice of Proposed Change

Submitted By:

Villas at Oak Grove, LLC.

2910 Kerry Forest Parkway, Ste. D4-371

Tallahassee, FL. 32309

Prepared By:



2840 Pablo Avenue

Tallahassee, FL. 32308

November 2014

FORM DEO-BCP-PROPCHANGE-1  
Rule 73C-40.010, FAC. Effective 11-20-90  
(Renumbered 10-01-11)

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
DIVISION OF COMMUNITY PLANNING & DEVELOPMENT  
The Caldwell Building, MSC 160  
107 East Madison Street  
Tallahassee, Florida 32399

**NOTIFICATION OF A PROPOSED CHANGE TO A PREVIOUSLY APPROVED  
DEVELOPMENT OF REGIONAL IMPACT (DRI)  
SUBSECTION 380.06(19), FLORIDA STATUTES**

Subsection 380.06(19), Florida Statutes, requires that submittal of a proposed change to a previously approved DRI be made to the local government, the regional planning agency, and the state land planning agency according to this form.

1. I, Robert W. Burton, the undersigned owner/authorized representative of Villas at Oak Grove , LLC., hereby give notice of a proposed change to a previously approved Development of Regional Impact in accordance with Subsection 380.06(19), Florida Statutes. In support thereof, I submit the following information concerning the Killlearn Lakes Development of Regional Impact development, which information is true and correct to the best of my knowledge. I have submitted today, under separate cover, copies of this completed notification to Leon County, to the Apalachee Regional Planning Council, and to the Bureau of Community Planning, Department of Economic Opportunity.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

2. **Applicant (name, address, phone).**

The Applicant is:

Villas at Oak Grove, LLC  
2910 Kerry Forest Parkway, Ste. D4-371  
Tallahassee, FL. 32309

(850) 321-9314

3. **Authorized Agent (name, address, and phone).**

The Authorized Agent is:

Urban Catalyst Consultants, Inc.  
2840 Pablo Avenue  
Tallahassee, FL. 32308

(850) 999-4241

4. **Location (City, County, Township/Range/Section) of approved DRI and proposed change.**

The location of the Killearn Lakes DRI, including the proposed change to the DRI is in Section 9 & 10, Township 2 North, Range 1 East, outside the City of Tallahassee Limits within Leon County.

5. **Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval. Indicate such changes on the project master site plan, supplementing with other detailed maps, as appropriate. Additional information may be requested by the Department or any reviewing agency to clarify the nature of the change or the resulting impacts.**

The applicant proposes an amendment to Commercial Area “B” (CO-B). The applicant proposes to amend the designation of uses which are permitted on Commercial Area “B” from “Commercial” to “Commercial/Assisted Living Facility” and to amend Map H of the DRI to set forth the “Commercial/Assisted Living Facility” land use. The existing Map H is attached as Exhibit 1 to this application. The proposed revised Map H is attached as Exhibit 2. The new “Commercial/Assisted Living Facility” land use designation is set forth on Exhibit 5.

The original Killearn Lakes DRI allowed for 261,000 SF of commercial development for Master Plan designation CO-B. In July of 2007 a plat was approved by Leon County for the Killearn Lakes Plaza (see Exhibit 4) totaling 17.43 acres, which encompasses CO-B as shown on Map H. After the plat was recorded, the Killearn Lakes Plaza Subdivision consisted of 13 lots totaling 6.77 acres, 4 common areas totaling 4.95 acres and 5.71 acres of private right-of-way. At that time, the 261,000 SF of allowable commercial could be divided among the platted 13 lots.

In January 2008 a commercial development was approved by Leon County for Lot-2 of Block-A. Leon County Permit LEM 0700123 which approved the development of 25,920 SF of Commercial use. To date a total of 12,920 SF has been constructed. Another development in this subdivision was approved on June 10, 2008 for a commercial development on Lot-1 of Block-A. Leon County Permit LEM 0800046 which approved the development of 4,616 SF of commercial use which has been constructed. These two projects are the only projects constructed to date within the Killearn Lakes Plaza. Based on the allowable commercial SF provided in CO-B and the 17,536 SF constructed to date, there is 243,424 SF Commercial Development SF remaining.

The applicant has purchased 13.07 acres within the Killearn Lakes Plaza Subdivision. This area includes Lots 1-2 of Block B, Lots 1-2 of Block C, Lots 1-6 of Block D, Common Area B and the Private Right-of Way. The seller of the 13.07 acres has conveyed to applicant a total of 172,715 SF which can be utilized on the 13.07 acres. The applicant intends to construct a senior care facility on this property. Since a senior care facility is not a commercial facility, a Notice of Proposed Change to the DRI is required.

The NOPC is requesting that a total of 172,715 SF be applied to the new "Commercial/Assisted Living" on the 13.07 acres shown on revised Map H. The remaining commercial square footage that has not yet been constructed (i.e. 57,987 SF) is allocated to Lot-1 and Lot-2 of Block A as shown on Exhibit 4.

The Killearn Lakes DRI Land Use Summary Chart is amended to add the Land Use category "Commercial/Assisted Living" which shall be located within CO-B as set forth on the amended Map H.

### **Killearn Lakes DRI**

#### **Commercial/Assisted Living Facility Land Use Category**

This land use category provides for either commercial development as permitted by the DRI or alternatively, development of an assisted living senior care center. The uses may include commercial or assisted living facility. For purposes of development of assisted living senior care center uses, the maximum gross density allowed is 16 beds per acre, while the minimum gross density allowed is 8 beds per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities. Properties shall contain buildings no more than 3 stories.



“Assisted Living Facility” means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator and which secures any or all of the following licenses: Assisted Living Facility (ALF), Extended congregate care (ECC), Limited nursing services (LNS), and/or Limited mental health (LMH)

6. **Complete the attached Substantial Deviation Determination Chart for all land use types approved in the development. If no change is proposed or has occurred, indicate no change.**

The Substantial Deviation Determination Chart is attached hereto. This NOPC proposes no change to the density or intensity of commercial development on the Commercial Area “B” property. The only change is to add an Assisted Living Facility use, which will not create any greater impacts than permitted under Commercial use; in fact, it is expected that development of the Assisted Living use will decrease impacts. Therefore, this proposed change does not constitute a substantial deviation under section 380.06(19), Florida Statutes.

7. **List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government, and provide a brief description of the previous changes (i.e., any information not already addressed in the Substantial Deviation Determination Chart). Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?**

- 1. Killlearn Lakes DRI Amended DRI Development Order, approved by the Board of County Commissioners of Leon County, Florida, July 12, 1994.**

Amended the Killlearn Lakes DRI Development Order to conform DRI Development Order to changes in development plan made in recorded and unrecorded plats, incorporate requirements imposed by the Department of Community Affairs regarding the provision of sewer service, and address a traffic study of the Tekesta Drive/Bannerman Road intersection.

- 2. Killlearn Lakes DRI First Amendment to 1994 Amended Development Order, approved by the Board of County Commissioners of Leon County, Florida, July 11, 1995.**

Amended the Killearn Lakes DRI 1994 Amended Development Order, as previously amended, to delete central sewer provision requirement for four offive subdivisions in the DRI.

**3. Killearn Lakes DRI Amended Development Order, Second Amendment, approved by the Board of County Commissioners of Leon County, Florida, May 13,1997.**

Amended the Killearn Lakes DRI Development Order, as previously amended, to meet traffic study requirements, modify the plan of development by deleting 255 condominium single family attached units, add 75 single family detached units, designate a parcel for church use and for school use, and require installation of an eastbound left turn lane on Bannerman Road.

**4. Killearn Lakes DRI Amended Development Order, Third Amendment, approved by the Board of County Commissioners of Leon County, Florida, February 29, 2000.**

Amended the Killearn Lakes DRI Development Order, as previously amended, to restore 20,700 sf of commercial space previously inadvertently released from Commercial Area "C" and to reassign this commercial area to a specific parcel.

**5. Killearn Lakes DRI Amended Development Order, Four Amendment, approved by the Board of County Commissioners of Leon County, Florida, October 15, 2009.**

Amended the Killearn Lakes DRI Development Order, as previously amended, to designate a portion of the Commercial Area C from "Commercial" to a Master Development Plan designation of "Mixed Use".

**8. Describe any lands purchased or optioned within 1/4 mile of the original DRI site subsequent to the original approval or issuance of the DRI development order. Identify such land, its size, intended use, and adjacent non-project land uses within ½ mile on a project master site plan or other map.**

None

**9. Indicate if the proposed change is less than 40% (cumulatively with other previous changes) of any of the criteria listed in Paragraph 380.06(19)(b), Florida Statutes.**

The proposed modification for land use type in the Killearn Lakes DRI is less than 40% (cumulatively with other previous changes) of any of the criteria listed in Paragraph 380.06(19)(b), F.S.

<p>Do you believe this notification of change proposes a change which meets the criteria of Subparagraph 380.06(19)(e)2., F.S.</p> <p>YES _____ NO <u>  X  </u>_____</p>
--

10. **Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.**

The proposed change does not result in a change to the buildout date or any phasing dates for the project

11. **Will the proposed change require an amendment to the local government comprehensive plan?**

**Provide the following for incorporation into such an amended development order, pursuant to Subsections 380.06 (15), F.S., and 73-40.025, Florida Administrative Code:**

N/A

12. **An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development order conditions.**

The updated Master Development Plan showing the proposed change is attached as Exhibit 2 – Proposed Map “H”.

13. **Pursuant to Subsection 380.06(19)(f), F.S., include the precise language that is being proposed to be deleted or added as an amendment to the development order. This language should address and quantify:**

- a. **All proposed specific changes to the nature, phasing, and build-out date of the development; to development order conditions and requirements; to commitments and representations in the Application for Development Approval; to the acreage attributable to each described proposed change of land use, open space, areas for preservation, green belts; to structures or to other improvements including locations, square footage, number of units; and other major characteristics or components of the proposed change;**

The language being added to the DRI Development Order is set forth in Exhibit 3

- b. **An updated legal description of the property, if any project acreage is/has been added or deleted to the previously approved plan of development;**

No acreage is being added to or deleted from the Killlearn Lakes DRI.

- c. A proposed amended development order deadline for commencing physical development of the proposed changes, if applicable;**

Not Applicable

- d. A proposed amended development order termination date that reasonably reflects the time required to complete the development;**

Not Applicable

- e. A proposed amended development order date until which the local government agrees that the changes to the DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction, if applicable; and**

Not Applicable

- f. Proposed amended development order specifications for the annual report, including the date of submission, contents, and parties to whom the report is submitted as specified in Subsection 73C-40.025 (7), F.A.C.**

No changes to information previously submitted.

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Attraction/Recreation	# Parking Spaces	Not Applicable		
	# Spectators			
	# Seats			
	Site locational changes			
	Acreage, including drainage, ROW, easements, etc.			
	External Vehicle Trips			
	D.O. Conditions			
	ADA Representations			
Airports	Runway (length)	Not Applicable		
	Runway (strength)			
	Terminal (gross square feet)			
	# Parking Spaces			
	# Gates			
	Apron Area (gross square feet)			
	Site locational changes			
	Airport Acreage, including drainage, ROW, easements, etc.			

Airports (cont.)	# External Vehicle Trips			
	D.O. Conditions			
	ADA representations			
Hospitals	# Beds	Not Applicable		
	# Parking Spaces			
	Building (gross square feet)			
	Site locational changes			
	Acreage, including drainage, ROW, easements, etc.			
	External Vehicle Trips			
	D.O. conditions			
	ADA representations			
Industrial	Acreage, including drainage, ROW, easements, etc.	Not Applicable		
	# Parking spaces			
	Building (gross square feet)			
	# Employees			
	chemical storage (barrels and pounds)			
	Site locational changes			

Industrial (cont.)	# External vehicle trips			
	D.O. Conditions			
	ADA representations			
Mining Operations	Acreage mined (year)	Not Applicable		
	Water withdrawal (gal/day)			
	Size of mine (acres), including drainage, ROW, easements, etc.			
	Site locational changes			
	# External vehicle trips			
	D.O. Conditions			
	ADA representations			
Office	Acreage, including drainage, ROW, easements, etc.	No Change		
	Building (gross square feet)			
	# Parking Spaces			
	# Employees			
	Site locational changes			
	# External vehicle trips			
	D.O. Conditions			

Office (cont.)	ADA representations			
Petroleum/Chemical Storage	Storage Capacity (barrels and/or pounds)	Not Applicable		
	Distance to Navigable Waters (feet)			
	Site locations changes			
	Facility Acreage, including drainage, ROW, easements, ect.			
	# External vehicle trips			
	D.O. Conditions			
	ADA representations			
Ports (Marinas)	# Boats, wet storage	Not Applicable		
	# Boats, dry storage			
	Dredge and fill (cu. yds.)			
	Petroleum storage (gals.)			
	Site locational changes			
	Port Acreage, including drainage, ROW, easements, etc.			
	# External vehicle trips			
	D.O. Conditions			
	ADA representations			

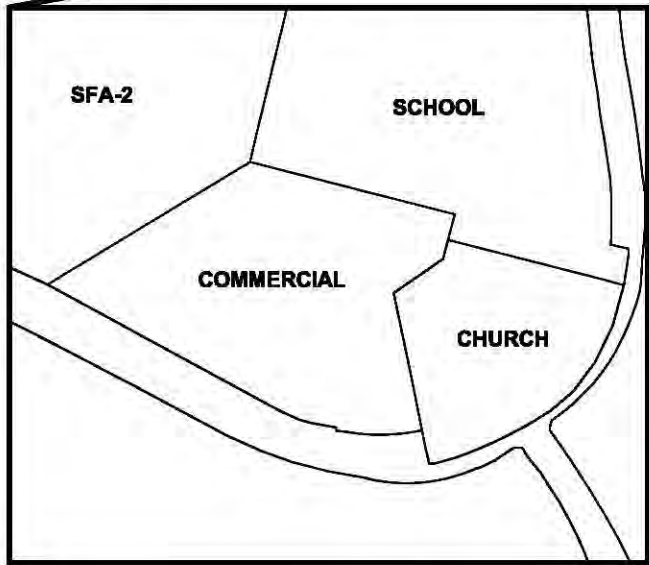
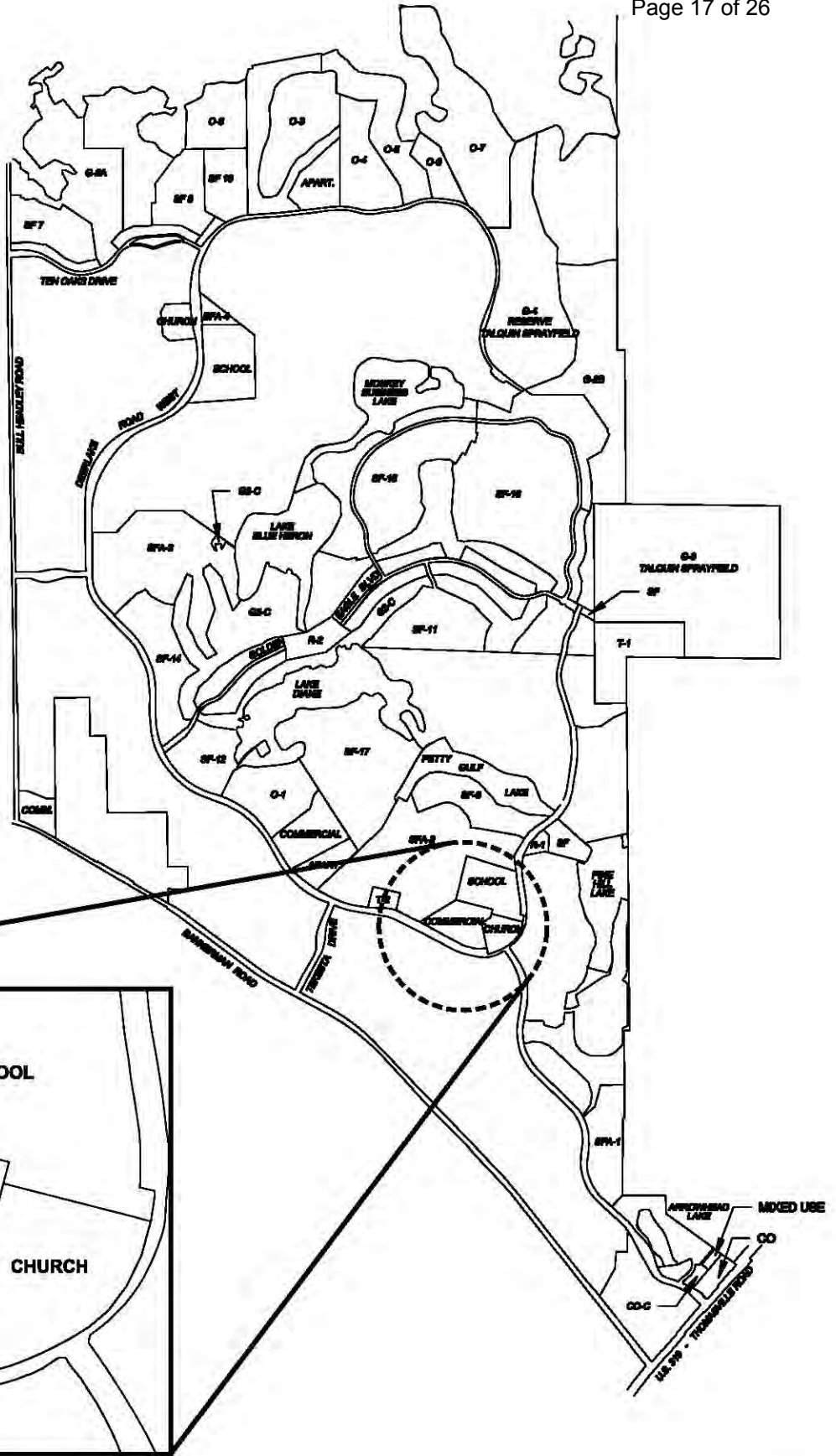


Residential	# Dwelling units	Not Applicable		
	Type of dwelling units			
	# of lots			
	Acreage, including drainage, ROW, easements, etc.			
	Site locational changes			
	# External vehicle trips			
	D.O. Conditions			
Wholesale, Retail, Service	Acreage, including drainage, ROW, easements, etc.	Not Applicable		
	Floor Space (gross square feet)			
	# Parking Spaces			
	# Employees			
	Site locational changes			
	# External vehicle trips			
	D.O. Conditions			
	ADA representations			

Hotel/Motel	# Rental Units	Not Applicable		
	Floor space (gross square feet)			
	# Parking Places			
	# Employees			
	Site locational changes			
	Acreage, including drainage, ROW, easements, etc.			
	# External vehicle trips			
	D.O. Conditions			
	ADA representations			
R.V. Park	Acreage, including drainage, ROW, easements, etc.	Not Applicable		
	# Parking Spaces			
	Buildings (gross square feet)			
	# Employees			
	Site locational changes			
	# External vehicle trips			
	D.O. conditions			
	ADA representations			

Open Space (All natural and vegetated non-impervious surfaces)	Acreage	Not Applicable		
	Site locational changes			
	Type of open space			
	D.O. Conditions			
	ADA representations			
Preservation, Buffer or Special Protection Areas Preservation (cont.)	Acreage	Not Applicable		
	Site locational changes			
	Development of site proposed			
	D.O. Conditions			
	ADA representations			

Exhibit 1  
Existing Map "H"



URBAN CATALYST CONSULTANTS, INC.  
 2840 PABLO AVENUE  
 TALLAHASSEE, FLORIDA, 32308  
 PHONE: (850) 998-4241  
 WWW.UCCCONS.COM  
 FL CA 00030572

**VILLAS AT KILLEARN LAKES  
 NOTICE OF PROPOSED CHANGE**

EXISTING MAP H  
 MASTER DEVELOPMENT PLAN  
 KILLEARN LAKES

LEON COUNTY

Page 525 of 575  
 FLORIDA

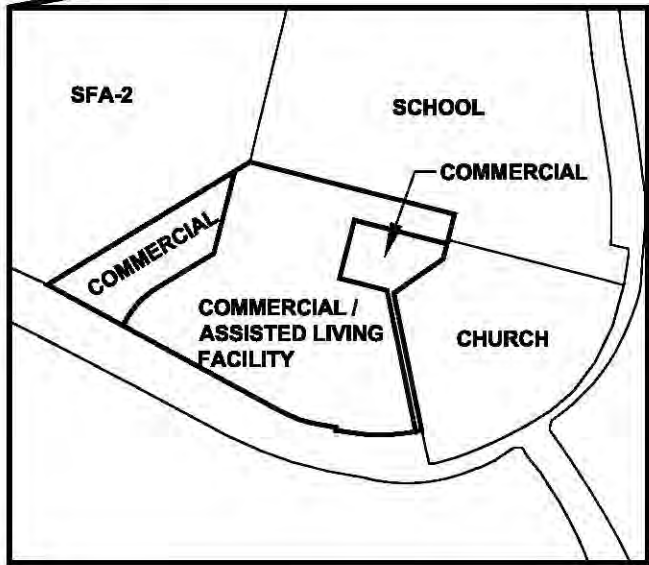
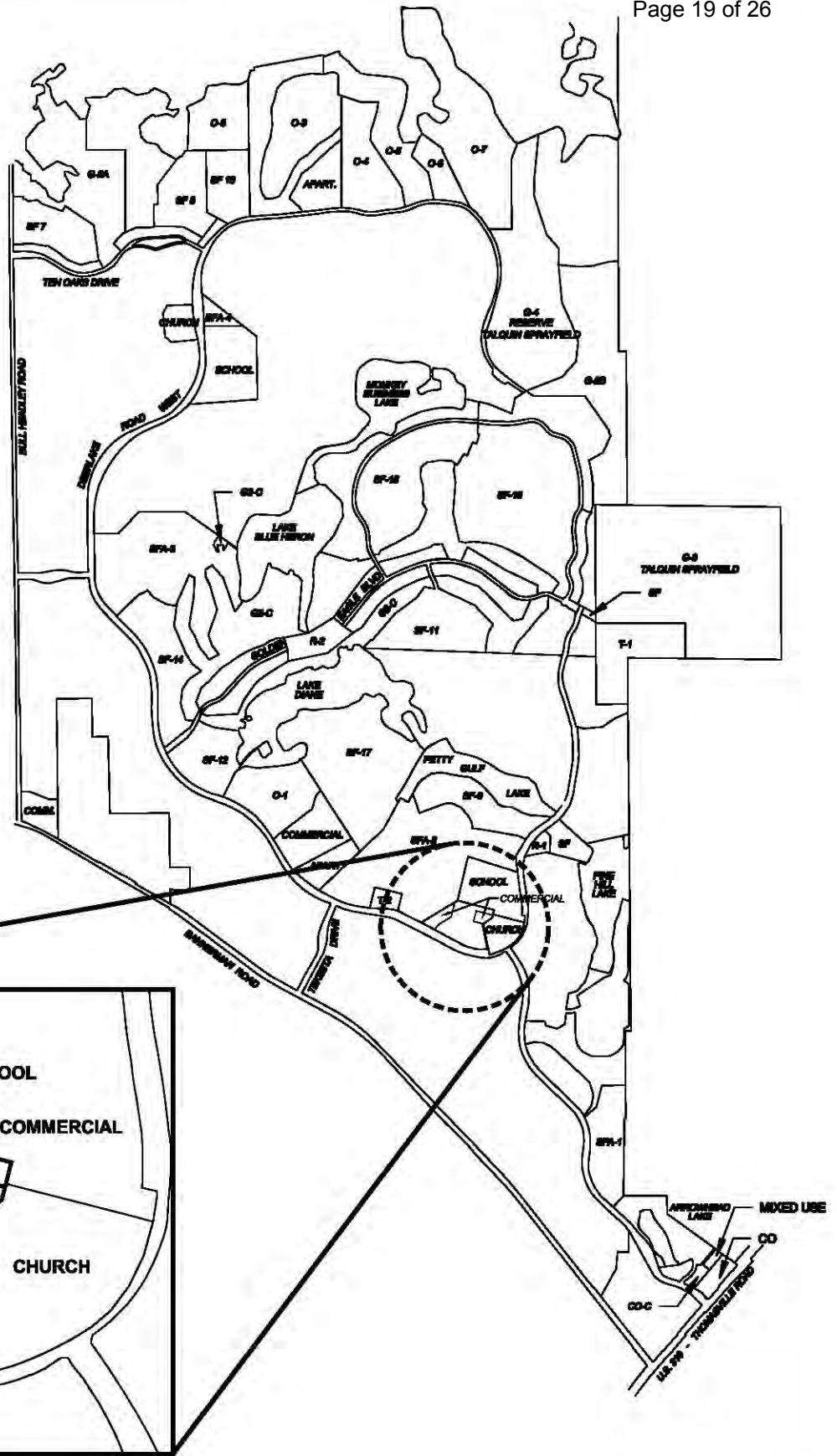
DATE	BY	REVISIONS

Posted at 5:00 p.m. on February 2, 2015

DRAWN BY: W.C.  
 CHECKED BY: S.K.M.  
 DATE: 10/5/14  
 HORIZ SCALE: N.T.S.

SHEET **Exhibit 1**  
 PROJECT No. 14028.00

Exhibit 2  
Proposed Map "H"



URBAN CATALYST CONSULTANTS, INC.  
 2840 PABLO AVENUE  
 TALLAHASSEE, FLORIDA, 32308  
 PHONE: (850) 968-4241  
 WWW.UCCCONS.COM  
 FL CA 00030572

**VILLAS AT KILLEARN LAKES**  
**NOTICE OF PROPOSED CHANGE**

**PROPOSED MAP H**  
**MASTER DEVELOPMENT PLAN**  
**KILLEARN LAKES**

LIBON COUNTY  
 FLORIDA

DATE	BY	REVISIONS

DRAWN BY: W.E.C.  
 CHECKED BY: S.K.M.  
 DATE: 10/5/14  
 HORZ SCALE: N.T.S.

SHEET **Exhibit 2**  
 PROJECT No. 14028.00

Exhibit 3  
Killearn Lakes Plaza Plat



# KILLEARN LAKES PLAZA

A SUBDIVISION LYING IN SECTIONS 9 & 10, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY, FLORIDA

PLAT BOOK 19 PAGE 49

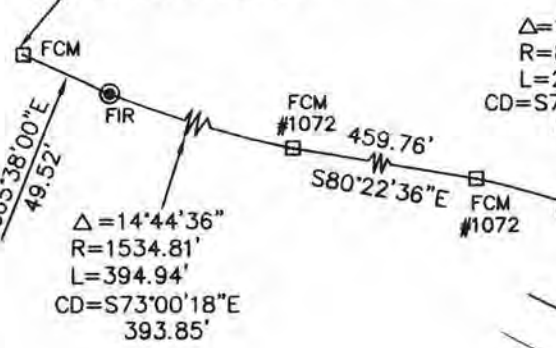
GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

- LEGEND**
- LOT = SET 5/8" RE-ROD #7160 UNLESS NOTED OTHERWISE
  - ESMT = EASEMENT
  - T.E.C. = TALQUIN ELECTRIC COOPERATIVE, INC.
  - ORB = OFFICIAL RECORDS BOOK
  - COA = CENTERVILLE OWNERS ASSOCIATION
  - QME = QUALIFIED MANAGEMENT ENTITY EASEMENT
  - R/W = RIGHT OF WAY
  - SIRC = Set 5/8" re-rod # 7160
  - FCM = Found Concrete Monument (4" x 4")
  - FIP = Found Iron Pipe (1")
  - FIR = Found Iron Rod (5/8")
  - FIRC = Found Iron Rod & Cap (5/8")
  - SCM = Set 4" x 4" Concrete Monument with cap #7160
  - PT = Point of Tangency
  - PC = Point of Curvature
  - PI = Point of Intersection
  - PCC = Point of Compound Curve
  - PRC = Point of Reverse Curve
  - (TYP) = Typical
  - = PRM = Permanent Reference Monument = Set 4" x 4" Concrete Monument with cap #7160
  - △ = Point Not Set
  - = Set Nail & Cap #7160

**POINT OF COMMENCEMENT**  
THE INTERSECTION OF THE CENTERLINE OF DEERLAKE SOUTH WITH THE CENTERLINE OF TEKESTA DRIVE, BEING LOCATED IN SECTION 9, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA.



LINE	LENGTH	BEARING
L1	235.26	S61°31'01"E
L2	17.63	N28°29'17"E
L3	1.18	N75°42'07"W
L4	56.06	N75°42'07"W
L5	26.22	S58°46'37"W
L6	17.62	S28°29'17"W
L7	6.70	N58°46'37"E
L8	58.26	S14°16'00"W
L9	30.48	N58°46'37"E
L10	90.00	S75°44'00"E
L11	98.87	S14°16'00"W
L12	98.87	S14°16'00"W
L13	90.00	S75°44'00"E
L14	98.87	S14°16'00"W
L15	90.00	S75°44'00"E
L16	98.87	S14°16'00"W
L17	90.00	S75°44'00"E
L18	98.87	S14°16'00"W
L19	90.00	S75°44'00"E
L20	98.87	S14°16'00"W
L21	90.00	S75°44'00"E
L22	90.00	S75°44'00"E
L23	98.87	S14°16'00"W
L24	90.00	S75°44'00"E
L25	98.87	S14°16'00"W
L26	90.00	S75°44'00"E
L27	29.86	S14°16'00"W
L28	33.41	S08°22'09"W
L29	33.39	S08°22'09"W
L30	19.94	S11°13'55"E
L31	37.50	S61°31'01"E
L32	37.50	S61°31'01"E
L33	38.00	N14°19'02"E
L34	19.94	S11°13'55"E
L35	28.05	S58°46'37"W
L36	88.45	N75°53'21"W
L37	10.03	S08°22'09"W

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	85.54	287.50	17°02'48"	N00°09'16"W	85.22
C2	188.98	710.00	15°15'01"	N87°43'28"E	188.42
C3	14.31	287.50	2°51'08"	N10°06'13"W	14.31
C4	86.83	250.00	19°53'56"	N01°34'49"W	86.39
C5	73.80	212.50	19°53'56"	N01°34'49"W	73.43
C6	37.52	710.00	3°01'39"	S83°08'11"E	37.51
C7	37.52	710.00	3°01'39"	S80°06'32"E	37.51
C8	20.00	710.00	1°36'51"	N79°17'32"E	20.00
C9	112.34	212.50	30°17'20"	S43°37'57"W	111.03
C10	132.16	250.00	30°17'20"	S43°37'57"W	130.63
C11	90.14	287.50	17°57'54"	S37°28'14"W	89.78
C12	61.84	287.50	12°19'26"	S52°36'54"W	61.72

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

**SHEET 2 OF 4**

PREPARED BY:  
**THURMAN RODDENBERRY & ASSOCIATES, INC.**

Professional Surveyors and Mappers  
LB. NO. 7160

P.O. Box 100 • 125 Sheldon Street • Sopchoppy, FL 32358-0100 • (850) 962-2538

DATE: 09/04/07	DRAWN BY: BB	N.B. pg.	COUNTY: LEON
FILE: 06686RP.DWG	JOB NUMBER: 06-686		

- SURVEY POINT  
PRM  
LB 7160  
NOT DISTURB
- SURVEY POINT  
PCP  
LB 7160  
NOT DISTURB
- SURVEY POINT  
LB  
7160  
POINT

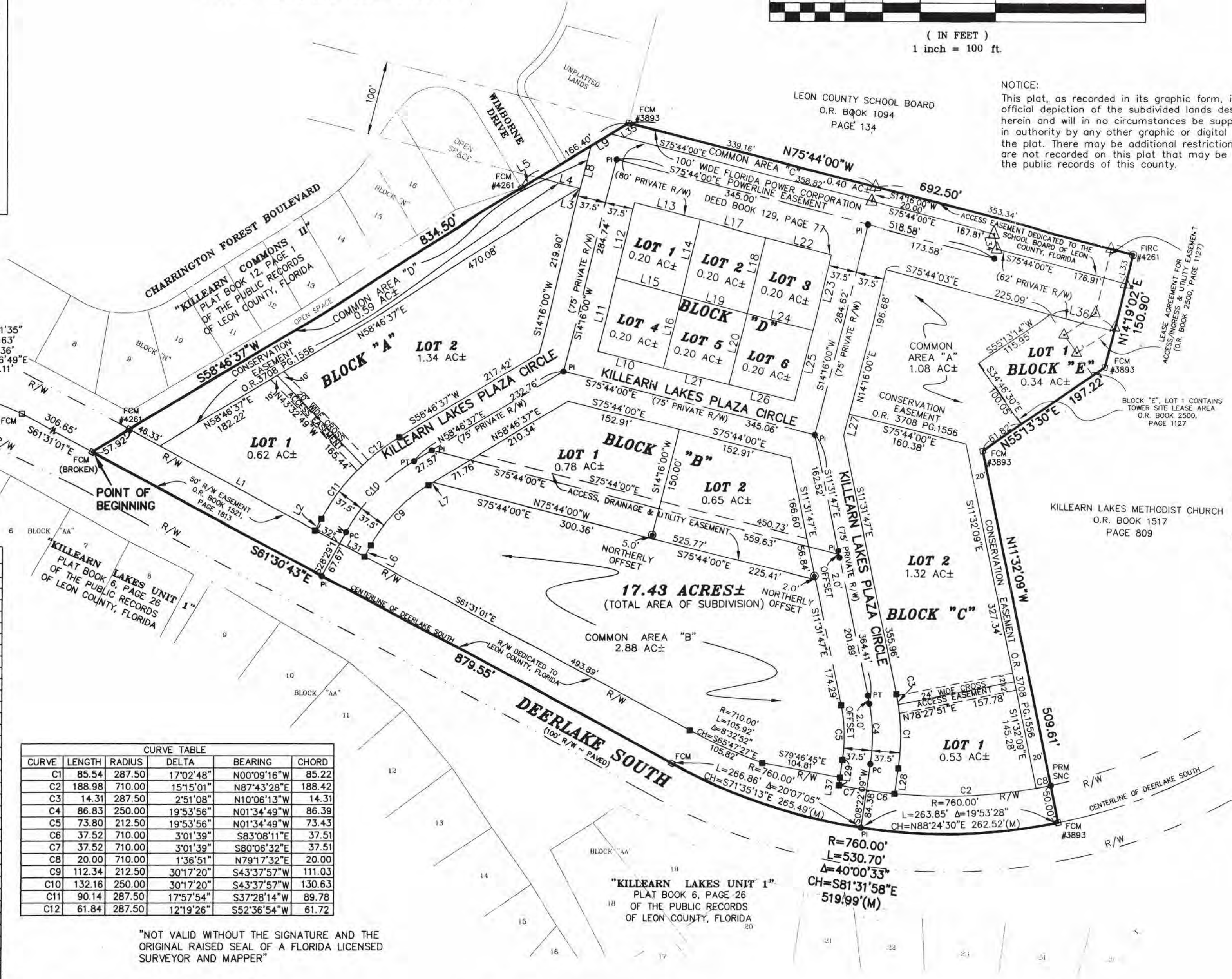
**SURVEYOR'S CERTIFICATION:**

I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and with the minimum technical standards for Land Surveying (F.A.C. 61G17-2.001).

*James T. Roddenberry*  
Surveyor & Mapper  
Certificate No. 4261

9/5/07

NOTE:  
SEE SHEETS 3 & 4, FOR TALQUIN ELECTRIC COOPERATIVE, INC. EASEMENT DETAILS



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.



Exhibit 4  
CO-B Commercial Comparison

**Killearn Lakes DRI  
CO-B (Map H Designation)  
Commercial Square Footage**

Block	Lot	Area (Ac)	Allowable SF	Built SF	Remaining SF
A	1	0.62	23903	4616	19287
A	2	1.34	51660	12960	38700
B	1	0.78	30071	0	30071
B	2	0.65	25059	0	25059
C	1	0.53	20433	0	20433
C	2	1.32	50889	0	50889
D	1	0.2	7710	0	7710
D	2	0.2	7710	0	7710
D	3	0.2	7710	0	7710
D	4	0.2	7710	0	7710
D	5	0.2	7710	0	7710
D	6	0.2	7710	0	7710
E	1	0.33	12722	0	12722
Common Area	A	1.08			
Common Area	B	2.88			
Common Area	C	0.4			
Common Area	D	0.59			
Private R/W		5.71			
		17.43	261000	0	243424

Commercial Area w/in Ex. Sub.	6.77
Villas @ KL (sf)	172715
Villas @ KL (ac)	13.07



Exhibit 5  
Killearn Lakes Amended Development Order

A FOURTH FIFTH AMENDMENT TO AN AMENDED DEVELOPMENT ORDER OF  
THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA,  
PURSUANT TO CHAPTER 380, FLORIDA STATUTES, FOR THE KILLEARN  
LAKES DEVELOPMENT OF REGIONAL IMPACT. Page 25 of 26

1. FINDINGS OF FACT

No change to Findings of Fact 1 through 8, pp. 1-5, of the Killlearn Lakes DRI Amended Development Order, Third Amendment, After Finding of Fact no. 8, insert the following:

9. On November 20, 2014, Villas at Oak Grove, LLC, through the Company’s authorized agent, filed an NOPC to designate a portion of Commercial Area B from “Commercial” to a Master Development Plan designation of “Commercial/Assisted Living Facility”, more particularly described by a map and legal description attached to this amended DO.

No Changes to Section II, CONCLUSIONS OF LAW

III. GENERAL PROVISIONS

1. a., through k., no change.

Add to the following subparagraphs i and j.

- i. Portion of “Commercial Area B” be re-designated on the Master Plan, Otherwise known as Map H, from “Commercial” to “Commercial/Assisted Living Facility.”
- j. The “Commercial/Assisted Living Facility” component of “Commercial Area B” shall be consistent with the language included in the NOPC Fifth Amendment

**Killlearn Lakes DRI  
Commercial/Assisted Living Facility Land Use Category**

This land use category provides for either commercial development as permitted by the DRI or alternatively, development of an assisted living senior care center. The uses may include commercial or assisted living. For purposes of development of assisted living senior care center uses, the maximum gross density allowed is 16 beds per acre, while the minimum gross density allowed is 8 beds per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities. Properties shall contain buildings no more than 3 stories.

“Assisted Living Facility” means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator and which secures any one or all of the following services: Assisted Living

Strike paragraphs 2 through 4, and add the following:

2. Within sixty (60) days of the issuance of this Fifth Amendment to the ADO, the Owner, Innovative senior Living of Florida, LLC, shall cause a Notice of Adoption to be recorded among the public records of Leon County in accordance with Section 380.06(15) F.S., and shall provide a copy of the recorded notice to the County, ARPC, and DCA.

3. The County Attorney is hereby directed to send certified complete copies of this Fifth Amendment to the ADO within ten (10) days of the date of this Amendment to the ARPC, DCA, and the authorized representative of the Applicant, by certified mail, return receipt requested.

4. This Fifth Amendment to the ADO shall take effect upon transmittal to the parties specified in Section 380.07, F.S.

DONE AND ORDERED      THIS DAY OF                      , 2014



## ***MEMORANDUM***



**TO:** Ryan Guffey, Concurrency Management Planner  
Development Services and Environmental Management

**FROM:** Susan Denny, Senior Planner  
Tallahassee-Leon County Planning Department

**DATE:** December 17, 2014

**SUBJECT:** Consistency Review—Killearn Lakes Development of Regional Impact (DRI)  
Notice of Proposed Change (NOPC) #5

---

### **Description of the Proposed Change:**

The NOPC application proposes to amend the Killearn Lakes DRI Development Order (DO) to allow 13 parcels consisting of 13.07 acres located in Commercial Area “B” (CO-B) to be redesignated from Commercial to Commercial/Assisted Living Facility. With this proposed change, the applicant would be permitted to construct up to three structures containing between 8 to 16 units per acre, unless constrained by environmental or concurrency factors. In addition, the proposed DO amendment would allow the development of commercial development at presently approved limits on the subject parcels should the Assisted Living Facility (ALF) not be built.

### **Analysis of Consistency with the Tallahassee-Leon County Comprehensive Plan**

The subject parcels are located in the Bradfordville Mixed Use future land use map (FLUM) category, which is governed by Land Use Policy 2.2.6. This policy states that the intended goal of the Bradfordville Mixed Use FLUM category is to “[c]reate a village atmosphere with an emphasis on low to medium density residential land use, small scale commercial shopping opportunities for area residents, schools and churches, and recreational and leisure-oriented amenities for the enjoyment of area residents.”

Additionally, the Bradfordville Mixed Use FLUM requires for development patterns consistent with Land Use Policy Objective 1.7 which will “provide opportunity for residential, shopping, employment education and recreation use within walking distance of each other” and promote a “range of housing opportunities.”

The provision of ALF land uses at the scale specified in the NOPC would enhance the mixed-use village-like atmosphere of the Killearn Lake DRI, as envisioned by the Bradfordville Mixed Use FLUM. It would allow multiple generations of families to live close to each other and easily access family-oriented facilities such as shopping and churches.

**Finding of Consistency with the Tallahassee-Leon County Comprehensive Plan**

Based on the findings above, the Planning Department finds the proposed NOPC consistent with the Comprehensive Plan.



Copef



## FLORIDA DEPARTMENT OF STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

Mr. Keith M. McCarron  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite 200  
Tallahassee, Florida 32303

December 22, 2014

Re: DHR No.: 2014-5425 / Received by DHR: November 24, 2014  
Project: *Killearn Lakes DRI Amendment*

Dear Mr. McCarron,

Our office reviewed the referenced project in accordance with the agency's obligations under Chapter 267, Florida Coastal Management Program, and implementing state regulations, for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*, or otherwise of historical, architectural or archaeological value. This addresses the responsibilities of state agencies under Chapter 267 for the potential to adversely affect significant historical and/or archaeological resources, pursuant to 267.061, *Florida Statutes*.

It is the opinion of this office that the proposed amendment to the Killearn Lakes DRI is not likely to have an effect on historic properties listed, or eligible for listing, on the *National Register of Historic Places*. Furthermore, it is our opinion that the proposed amendment not likely to have an effect on historic properties that may be ineligible for the *National Register*, but are otherwise significant.

If you have any questions, please contact Christopher Hunt, Historic Site Specialist, by email at [Christopher.Hunt@dos.myflorida.com](mailto:Christopher.Hunt@dos.myflorida.com), or by telephone at 850.245.6333 or 800.847.7278.

Sincerely

A handwritten signature in black ink, appearing to read "Robert F. Bendus".

Robert F. Bendus, Director  
Division of Historical Resources  
and State Historic Preservation Officer



Division of Historical Resources  
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399  
850.245.6300 • 850.245.6436 (Fax) [flheritage.com](http://flheritage.com)  
Promoting Florida's History and Culture [VivaFlorida.org](http://VivaFlorida.org)





## Apalachee Regional Planning Council

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson  
Liberty, Leon and Wakulla Counties and their municipalities

---

December 17, 2014

Mr. Ryan Guffey, AICP  
Leon County Department of Development  
Support and Environmental Management  
435 North Macomb Street, 2nd Floor  
Tallahassee, Florida 32301

RE: Killearn Lakes Development of Regional Impact (DRI) Notification of Proposed  
Change Fifth Amendment to the Amended Development Order - Leon County, Florida

Dear Mr. Guffey:

The Apalachee Regional Planning Council (ARPC) received the above referenced Notification of Proposed Change (NOPC) from Villas at Oak Grove, LLC on November 14, 2014. The NOPC proposes changing a portion of Commercial Area B from Commercial to Commercial/ Assisted Living to allow lots within the Killearn Lakes Plaza Subdivision to be developed as a senior assisted living facility.

Copies of the NOPC were distributed to DRI review agencies for comment on November 16, 2014. The attached written responses were received from the Florida Department of Transportation and the City of Tallahassee, but no substantive issues or concerns were identified. The Northwest Florida Water Management District and the Florida Department of Environmental Protection also notified the ARPC that they were not submitting any official comments on the NOPC.

ARPC staff reviewed the NOPC and recommends the local review and approval process include a planning level analysis of potable water and wastewater demand to ensure coordination with the utility provider, Talquin Electric Cooperative. Please contact me if you have any questions or comments concerning the regional review.

Sincerely,

Keith McCarron  
Senior Planner

---

2507 Callaway Road, Suite #200 • Tallahassee, Florida 32303  
Telephone: 850-488-6211 • Facsimile: 850-488-1616  
[www.thearpc.com](http://www.thearpc.com)

Mr. Ryan Guffey  
December 17, 2014  
Page Two

Distribution

Mr. D. Ray Eubanks, FDEO  
Ms. Karen Jummonville, Tallahassee Growth Management  
Mr. Ray Kirkland, FDOT – District 3  
Ms. Suzanne Ray, FDEP – Tallahassee  
Mr. J. Scott Sanders, FFWCA  
Mr. Wayne Tedder, TLCPD  
Mr. Paul Thorpe, NFWWMD  
Ms. Deena Woodward, FDOS/DHR



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

District Three Planning Department  
1074 Highway 90  
P.O. Box 607, Chipley, FL 32428  
Phone: (850) 638-0250

ANANTH PRASAD, P.E.  
SECRETARY

December 11, 2014

Mr. Keith McCarron, DRI Coordinator  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite #200  
Tallahassee, Florida 32303

RE: Notification of Proposed Change (NOPC) Killlearn Lakes DRI – Leon County

Dear Mr. McCarron:

The Department has completed our review of the Killlearn Lakes DRI NOPC and understands that the applicant is requesting a total of 172,715 SF of the originally allowed 261,000 SF of commercial be applied to the new "Commercial/Assisted Living" on Lots 1-2 of Block C, Lots 1-6 of Block D and Common Area B and the Public Right-of Way totaling 13.07 acres and that the only change is to add an Assisted Living use, which will not create any greater impacts than already permitted under Commercial use. The Department also agrees with the applicant that development of the Assisted Living use may decrease impacts.

The Department appreciates the opportunity to review the above mentioned NOPC and has no further comments at this time.

If we can be of further assistance, please feel free to give me a call at (850) 330-1530.

Sincerely,

A handwritten signature in cursive script that reads "Virgie Bowen".

Virgie Bowen, AICP  
Planning Department

Copies: Jim Wood - CO  
Ray Kirkland - D3  
Ray Eubanks - DEO

[www.dot.state.fl.us](http://www.dot.state.fl.us)

**Keith McCarron**

---

**From:** Burns, Keith [Keith.Burns@talgov.com]  
**Sent:** Monday, December 15, 2014 4:15 PM  
**To:** Keith McCarron  
**Cc:** Jumonville, Karen; Palmer, Steven; Guffey, Ryan; Hudson, Linda  
**Subject:** Killearn Lakes DRI NOPC review

Keith,

Thank you for sending the NOPC to our department to review. We have also been in contact with staff from the Leon County Department of Development Support & Environmental Management regarding this project. The NOPC proposes to convert 172,715 square feet of approved commercial use to commercial/assisted living use. As we understand it, there is no proposed increase in allowable density/intensity, only the addition of the Assisted Living land use within the existing commercial area. While the NOPC document lacks the typical analysis needed for a complete review, it appears that proposed change would not result in any new impacts to the City of Tallahassee. Therefore, we have no further comments.

Thank you, and feel free to let me know if there is anything further needed.

Sincerely,  
Keith Burns

**Keith Burns, AICP**  
Development Review Administrator  
Growth Management Department • Administration Division  
435 N. Macomb Street • Tallahassee, FL 32301  
Office: 850.891.7115 • Fax: 850.891.7184 • [Keith.Burns@talgov.com](mailto:Keith.Burns@talgov.com)



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**Nawfal Ezzagaghi - Proposed NOPC LDEV14-0021**

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**From:** Nawfal Ezzagaghi  
**To:** Guffey, Ryan  
**Date:** 11/24/2014 7:58 AM  
**Subject:** Proposed NOPC LDEV14-0021  
**CC:** Garland, Tom

Good Morning Ryan,

We have completed, from the Environmental Services Division perspective, our review of the proposed/requested Killearn Lakes DRI NOPC #5, and have the following input:

- (1) The site has a valid and up-to-date Stormwater Operating Permit (see LSW07-00032 & LSW09-0008).
- (2) The engineer of record, in the design of the proposed improvements, shall ensure that resulting development is still within the "operating" parameters of the existing SWMF. Modifications to this SWMF shall be completed as necessary/if needed.

Recommendation: Approve the proposed NOPC with the above two notifications.

If you have any questions, please let me know.

NRE

*Nawfal R. Ezzagaghi, P.E.*  
Environmental Review Supervisor  
Env. Services Projects Manager

**Leon County Development Support  
& Environmental Management**  
Renaissance Center, 2nd Floor  
435 N. Macomb St  
Tallahassee, FL 32301-1019  
Phone (850) 606-1328  
Fax (850) 606-1302

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<http://cms.leoncountyfl.gov>

Please note that under Florida's Public Records Laws, most written communications to or from county staff or officials regarding county business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

# BOARD OF COUNTY COMMISSIONERS

## MEMORANDUM

**DATE:** December 15, 2014  
**TO:** Ryan Guffey, Concurrency Management Planner  
**FROM:** Kimberly A. Wood, P.E., Chief of Engineering Coordination  
**SUBJECT:** Killlearn Lakes DRI NOPC ~ LDEV 140021

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The information submitted for review has been reviewed. The following is the only comment from Public Works;

On Page 3 of the document provided reads that the applicant has purchased the Public Right of way, it should state "Private" right of way. See Change mark below.

**this should read private right of way**

commercial development on Lot-1 of Block-A, Leon County Permit LEM 0800046 which approved the development of 4,616 SF of commercial use which has been constructed. These two projects are the only projects constructed to date within the Killlearn Lakes Plaza. Based on the allowable commercial SF provided in CO-B and the 17,336 SF constructed to date, there is 243,424 SF Commercial Development SF remaining.

The applicant has purchased 13.07 acres within the Killlearn Lakes Plaza Subdivision. This area includes Lots 1-2 of Block B, Lots 1-2 of Block C, Lots 1-6 of Block D, Common Area B and the Public Right-of-Way. The seller of the 13.07 acres has conveyed to applicant a total of 172,715 SF which can be utilized on the 13.07 acres. The applicant intends to construct a senior care facility on this property. Since a senior care facility is not a commercial facility, a Notice of Proposed Change to the DRI is required.

The NOPC is requesting that a total of 172,715 SF be applied to the new "Commercial/Assisted Living" on the 13.07 acres shown on revised Map H. The remaining commercial square footage that has not yet been constructed (i.e. 57,987 SF) is allocated to Lot-1 and Lot-2 of Block A as shown on Exhibit 4.

The Killlearn Lakes DRI Land Use Summary Chart is amended to add the Land Use category "Commercial/Assisted Living" which shall be located within CO-B as set forth on the amended Map H.

Created by: Kim Wood  
On: 12/15/2014 11:06 AM

## Ryan Guffey - FW: Killearn Lakes NOPC

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**From:** Keith McCarron <KMcCarron@thearpc.com>  
**To:** Paul Thorpe <paul.thorpe@nwfwmd.state.fl.us>  
**Date:** 12/16/2014 9:52 AM  
**Subject:** FW: Killearn Lakes NOPC  
**CC:** Ryan Guffey <GuffeyR@leoncountyfl.gov>  
**Attachments:** Wastewater Flow Rates.pdf

---

Paul,

FYI, see attached water / wastewater demand analysis.

**Keith M. McCarron**  
Apalachee Regional Planning Council  
2507 Callaway Road, Suite 200  
Tallahassee, FL 32303  
Phone: 850-488-6211 ext. 105  
Fax: 850-488-1616  
email: keith.mccarron@thearpc.com

**From:** Sean Marston [mailto:smarston@ucceng.com]  
**Sent:** Monday, December 15, 2014 10:24 PM  
**To:** Keith McCarron  
**Cc:** Robert W. Burton; Billy Colbert  
**Subject:** Killearn Lakes NOPC

Keith,

In response to your call this afternoon I did a comparison for the projected wastewater flow rates for the NOPC. With the NOPC we plan on constructing a senior assisted living facility. The concept is to construct approximately 9 homes with 12 beds which equates to 108 beds. The original DRI for this parcel allowed up to 261,000 SF of Retail.

### Wastewater Flow Rate Comparison

Original – 261,000 Retail – 0.125 per SF = 32,625 GPD

NOPC – Assisted Living – 108 Beds (125 GPD/Bed + 18 GPD meals) = 15,444GPD

The change allowed within the NOPC will have a reduction in wastewater flow rates. As mentioned we had a meeting with Talquin (Utility Provider) and explained our concept; they did not indicate any capacity issues. Also with the recent subdivision of the property the utility provider had to approve there was available capacity.

Let me know if this email address the concerns of FDEP.

Best Regards,



Sean K. Marston, P.E.

President

Urban

2840 Pablo Avenue | Tallahassee, FL 32308

Tel: (850) 999-4241 | Cell: (850) 566-0083

[smarston@ucceng.com](mailto:smarston@ucceng.com)

[www.ucceng.com](http://www.ucceng.com)

<b>Potable Water Demand Calculation Rates</b>	
TYPE OF DEVELOPMENT / ESTABLISHMENT	Average Day Demand (GPD)
<b>COMMERCIAL FACILITIES (CONTINUED)</b>	
Office building per 100 square feet or per employee per 8 hour shift, whichever is greater	18
Transient Recreational Vehicle Park per overnight RV space	
Without water and sewer hookup per vehicle space	60
With water and sewer hookup per vehicle space	90
Service stations per water closet	
Open 16 hours per day or less	300
Open more than 16 hours per day	400
Retail shopping centers, without food or laundry, per square foot of floor space	0.125
Sports stadiums, ball parks, race track per seat	5
Stores per bathroom	125
Swimming and bathing facilities (public) per person	12
Theatres and Auditoriums per seat	5
Veterinary Clinic	
Per practitioner	300
Add per employee per 8 hour shift	18
Add per kennel, stall or cage	25
Warehouse	
Add per employee per 8 hour shift	18
Add per loading bay	125
Self-storage, per unit (up to 200 units)	1
<b>INSTITUTIONAL FACILITIES</b>	
Churches, including kitchen flows	
Per seat, if meals are not served on a regular basis	4
Add per meal prepared if meals are prepared on a routine basis	6
Hospitals	
Per bed, not including kitchen flows	250
Add per meal prepared	6
Nursing homes, adult congregate facilities	
Per bed, not including kitchen flows	125
Add per meal prepared	6
Parks, public picnic	
With toilets only, per person	5
With bathhouse, showers & toilets, per person	12
Public institutions other than schools and hospitals	
Per person	125
Add per meal prepared	6

# Architect Representation of Villa Exterior

*This is one of several options under consideration*



**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 10, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider a Notice of Proposed Change (NOPC) to amend the Development Order for the Killearn Lakes Development of Regional Impact (DRI), pursuant to Section 380.06(19)(f), Florida Statutes (2014).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said documents may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 426  
Tallahassee, Florida 32301

Advertise: January 26, 2015

**Leon County  
Board of County Commissioners**

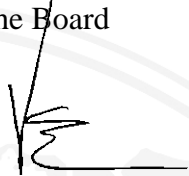
**Notes for Agenda Item #27**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #27

February 10, 2015

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

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

**Title:** First and Only Public Hearing on a Proposed Ordinance Amending Section 11-47 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan, Exhibit A; and on a Proposed Ordinance Amending Section 11-46(C) of the Code of Laws of Leon County

<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of the Office of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Lee Daniel, Director of Tourism Development Ryan Aamodt, Management Intern

### **Fiscal Impact:**

This item has programmatic fiscal impacts. The Board's adoption of this proposed Ordinance to effectuate the reallocation of the Tourism Development Tax (TDT) would increase the TDT dedicated to the Council on Culture & Arts (COCA) from approximately 1/2-cent TDT (\$504,500) to a total 1 1/4-cent TDT, or an estimated \$1,125,000 beginning in FY 2015. The dedicated 1 1/4-cent TDT shall be used to support the cultural plan and grant programs administered through COCA. Specifically, monies accrued from the 1/4 - cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition, 1/4 cent will be utilized for tourism related expenses as determined by the Board.

### **Staff Recommendation:**

- Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A (Attachment #1).
- Option #2: Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-46 and Section 11-46(C) of the Code of Laws of Leon County (Attachment #2)
- Option #3: Approve the Resolution to ensure that allocated Tourism Development Tax revenues to COCA shall be utilized in accordance with the uses authorized in Section 125.0104, Florida Statutes (Attachment #3).

## **Report and Discussion**

### **Background:**

During the December 9, 2014 meeting, the Board reached an agreement with the City of Tallahassee (City) regarding the reallocation of the TDT currently dedicated to the performing arts center. To effectuate this agreement, two Interlocal Agreements were amended and a new Interlocal Agreement was created.

As part of the reallocation of the one-cent TDT dedicated to the Performing Arts Center, the County, City, and CRA reached a new agreement to allocate a total of one-cent of TDT to support both City and County cultural grants starting in FY 2015. In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent of the one-cent previously dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. During this five-year term, the City and County will continue to commit general revenues funds in the amount of no more than \$150,000 each towards the operation of COCA. The City and the CRA subsequently approved the new agreement on December 10 and 11, respectively.

### **Analysis:**

The County Attorney's Office has prepared a draft Ordinance amending the Tourist Development Plan as directed by the Board. Any changes to the Tourist Development Plan must be approved by Ordinance, adopted upon affirmative vote of a majority plus one additional member of the Board, pursuant to section 125.0104(4)(d), Florida Statutes. The proposed Ordinance has been advertised consistent with state law and the Leon County Code of Laws (Attachment #4).

This proposed Ordinance would effectuate the newly adopted Interlocal Agreements to ensure the appropriate level of funding by the TDT to support COCA in its mission to serve the community in the realm of the arts. This proposed Ordinance would increase the TDT dedicated to COCA from approximately ½-cent TDT (\$504,500) to a total 1¼-cent TDT, or an estimated \$1,250,000 beginning in FY 2015. Expenditure of the aforementioned funds must be used for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, and consistent with uses authorized in section 125.0104, Florida Statutes. Specifically, monies accrued from the ¼ cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition, ¼ cent will be utilized for tourism related expenses as determined by the Board. The proposed Ordinance also provides the Tourism Development Council (TDC) an opportunity to make recommendations to the County Commission on appropriate requirements for the capital needs matching grants for arts and cultural facilities program, if any.

The proposed Ordinance acknowledges that the one cent previously dedicated to the performing art center(s) shall no longer be dedicated to the performing arts center(s) and shall be retained by the County and to reflect the County and City's dedication to increase support for cultural grants programs utilizing TDT revenues. It is also important to note that on December 9, 2014, the Board approved an Interlocal Agreement that requires the County and City each to provide not less than \$150,000 from general revenue to support COCA's operation expenses.

The County Attorney's Office has also prepared a second draft Ordinance to amend Section 11-46(c) of the Leon County Code of Laws relating to collection of the tourist development tax (Attachment #2). This ordinance will further effectuate the direction of the Board pursuant to the Interlocal Agreement, the First Amendment to Interlocal Agreement, and the Third Amendment to Interlocal Agreement which were approved by the Board on December 9, 2014. The Notice of Public Hearing concerning the proposed Ordinance has been timely advertised in accordance with law (Attachment #5).

In addition, the attached Resolution seeks to ensure that the TDT funds which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and the components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, are utilized in accordance with Section 125.0104, Florida Statutes (Attachment #3). It also provides a brief description of each program, the relationship to the promotion of tourism, and a listing of allowable and non-allowable expenditures for the cultural grants program, the capital needs matching grants for arts and cultural facilities program, and the components of the Cultural Plan that support economic development through tourism and related marketing.

If the Board adopts the proposed Ordinances and approves the proposed Resolution, staff will bring back to the Board a contract amendment to the Grant Funding Agreement between the County and COCA to effectuate the increase in TDT support for the 2015.

**Options:**

1. Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A (Attachment #1).
2. Conduct the first and only public hearing and adopt the proposed Ordinance amending Section 11-46(C) of the Code of Laws of Leon County (Attachment #2)
3. Approve the Resolution to ensure that allocated TDT revenues to COCA shall be utilized in accordance with the uses authorized in Section 125.0104, Florida Statutes (Attachment #3).
4. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
5. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending Section 11-46 and Section 11-46(C) of the Code of Laws of Leon County.
6. Do not approve the Resolution to ensure that allocated TDT revenues to COCA shall be utilized in accordance with the uses authorized in Section 125.0104, Florida Statutes.
7. Board Direction.

**Recommendation:**

Options #1, #2, and #3.



Attachments:

1. Proposed Ordinance Amending Article III of Chapter 11 of the Code of Laws of Leon County Regarding the Tourist Development Tax; Amending Section 11-47 Relating to the Tourism Development Plan; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
2. Proposed Ordinance Amending Article III of Chapter 11 of the Code of Laws of Leon County Regarding the Tourist Development Tax; Amending Section 11-46 Entitled “Imposition; Registration; Collection; Audit; Penalties”; Amending Section 11-46(C) Relating to Collections; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
3. Resolution to Ensure that Tourism Development Tax Funds which are Allocated for the Cultural Grant Program, the Capital Needs Matching Grants for Arts and Cultural Facilities Program, and Components of the Capital Area Cultural Plan that Support Economic Development Through Tourism and Related Marketing, are Utilized in Accordance with Section 125.0104, Florida Statutes.
4. Notice of Public Hearing of proposed Ordinance amending Section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A
5. Notice of Public Hearing of proposed Ordinance amending Section 11-46(C) of the Code of Laws of Leon County.

ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING ARTICLE III OF CHAPTER 11 OF THE CODE OF LAWS OF LEON COUNTY REGARDING THE TOURIST DEVELOPMENT TAX; AMENDING SECTION 11-47 RELATING TO THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Leon County Tourist Development Plan serves as the blueprint to guide the activities of the Leon County Tourist Development Council and the expenditure of tourist development tax revenue; and

WHEREAS, the Board desires to amend the Leon County Tourist Development Plan;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, THAT:

**Section 1.** Section 11-47 of Article III of Chapter 11 of the Code of Laws of Leon County, Florida, entitled “Tourist Development Plan Funded,” is hereby amended to read as follows:

**Sec. 11-47. Tourist Development Plan Funded.**

The tax revenues received pursuant to this article shall be used to fund the Leon County Tourist Development Plan dated February 10, 2015 ~~February 12, 2013~~, which is attached hereto as Exhibit A and which is hereby adopted and incorporated into this article.

**Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended,

1 which provisions shall prevail over any part of this ordinance which is inconsistent, either in  
2 whole or in part, with the said Comprehensive Plan.

3 **Section 3. Severability.** If any word, phrase, clause, section or portion of this  
4 ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such  
5 portion or words shall be deemed a separate and independent provision and such holding shall  
6 not affect the validity of the remaining portions thereof.

7 **Section 4. Effective date.** This ordinance shall have effect upon becoming law.

8 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon  
9 County, Florida, this 10<sup>th</sup> day of February, 2015.

10 LEON COUNTY, FLORIDA

11  
12  
13 By: \_\_\_\_\_  
14 Mary Ann Lindley, Chairman  
15 Board of County Commissioners  
16

17 ATTESTED BY:  
18 BOB INZER, CLERK OF THE COURT  
19 AND COMPTROLLER  
20

21  
22 By: \_\_\_\_\_  
23 CLERK  
24

25 APPROVED AS TO FORM:  
26 COUNTY ATTORNEY'S OFFICE  
27 LEON COUNTY, FLORIDA  
28

29  
30 By: \_\_\_\_\_  
31 HERBERT W.A. THIELE  
32 COUNTY ATTORNEY

## **EXHIBIT A**

### **LEON COUNTY TOURIST DEVELOPMENT PLAN**

**(Date of Adoption: February 10, 2015~~February 12, 2013~~)**

The Tourist Development Plan contained herein will serve as a blueprint to guide the activities of the Leon County Tourist Development Council (TDC) and the expenditure of tourist development tax revenue. The goal of this plan is, including but not limited to: increasing the number, length of stay and expenditures of visitors to the County in pursuit of business, conference/convention, leisure, educational, sports or film related travel.

As designed in Section 125.0104, Florida Statutes, the TDC shall act as an advisory council to the County Commission on matters pertaining to the expenditure of tourist development tax proceeds. This body shall meet at least quarterly and, from time to time, shall make recommendations to the County Commission for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The TDC shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the County. Expenditures which the TDC believes to be unauthorized shall be reported to the County Commission and the Department of Revenue.

An annual Marketing Plan and budget will be developed by County staff, utilizing industry stakeholder input, and thereafter presented to the TDC for its consideration. The TDC will then issue a recommended budget in support of the Marketing Plan to the County Commission.

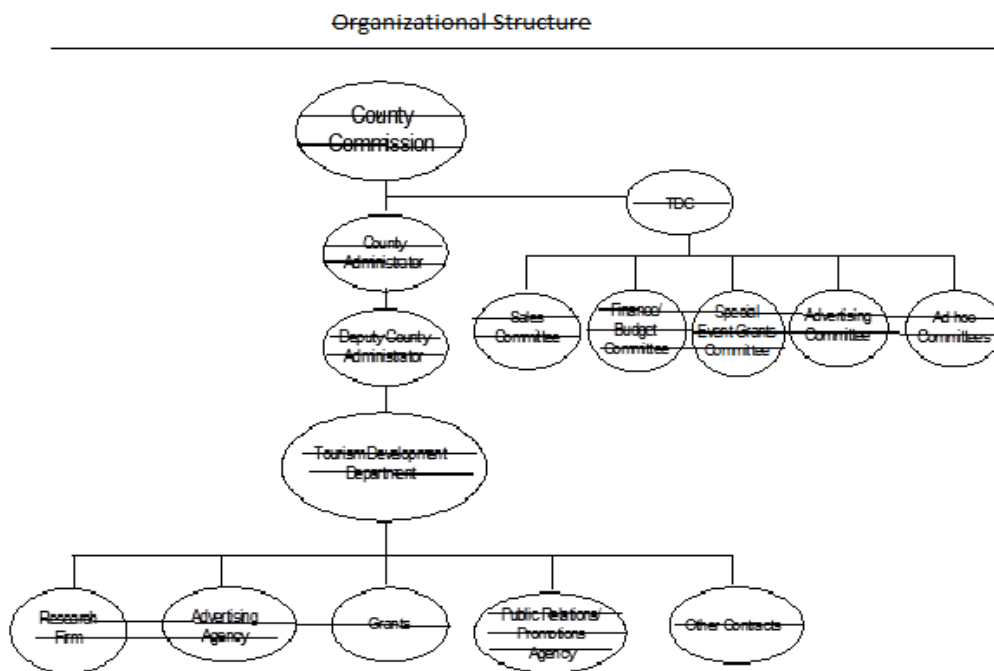
Expenditures which the TDC believes support an optimum Marketing Plan for Tourist Development may be allocated to the following elements: (1) advertising; (2) public relations/promotions; (3) research and analysis; (4) direct sales; (5) convention and visitor services; (6) special events; ~~and~~ (7) administration; and (8) the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing. Effective October 1, 2014, the one-cent tourist development tax which had been dedicated to the performing arts center(s) shall no longer be dedicated for such purpose and shall be retained by the County to be utilized in accordance with Florida law. ~~The budget allocations for construction,~~

~~operation, maintenance, and associated costs of a Performing Arts Center have been established by Ordinance at 20% of tourist development tax collections.~~

All expenditures of tourist development tax revenues, including the Marketing Plan shall be presented to the County Commission as annual recommendations of the TDC, but in no case, shall the total of all budget allocations exceed 100 percent of the annual estimated revenue budget.

It is the intent of the County Commission that excess funds accumulated annually in the Fund Balance may be used in non-budgeted tourism promotion situations, such as following natural disasters, emergencies, or other unanticipated events, subject to the approval of the County Commission.

Staff assistance to the TDC shall be provided by Leon County employees in the Department of Tourism Development under the direction of the County Administrator or his designee, on behalf of the Board of County Commissioners. ~~The director of this department shall report to the County Administrator through the Deputy County Administrator. The operational flow of the TDC is presented below:~~



In order for the TDC to have best possible information to serve as an advisory council to the County Commission, tourism development staff will provide at least quarterly reports to the TDC on its activities. In addition, the contractors providing services for marketing research, advertising and public relations/promotions will also make similar reports. Periodic issues relating to the tourism industry will be presented and discussed as desired or necessary.

The TDC will recommend expenditure of available tourist development tax dollars in the following categories:

### **Advertising**

Advertising is an important component in the TDC's Marketing Plan. An advertising agency or agencies may be retained by the County after a thorough search of appropriate firms is conducted. The agency will work with staff and the TDC's advertising committee and be responsible for developing an image of the County that will be uniformly projected in all the visitor related advertising including TV, radio, print, internet, etc.

The agency, as directed and coordinated by staff, will be responsible for the following tasks:

1. Create, produce and place advertising messages that increase awareness of the County as a destination for business, convention, sports, film, leisure travel and other niche markets once identified.
2. Develop a media plan that identifies the optimum utilization of available advertising dollars to both leisure and various trade markets.
3. Develop cooperative advertising programs with hotels, airlines, attractions and other industry stakeholders.
4. Maximize the reach and effectiveness of [www.visittallahassee.com](http://www.visittallahassee.com) and any other Web sites that may be utilized by the County for tourism promotion.
5. Provide support in the development and production of targeted collateral materials such as the Visitor Guide.
6. Other tasks as assigned.

## **Public Relations/Promotions**

A public relations firm may be retained by the County to perform the following functions:

1. Develop a public relations strategy consistent with the goals of the Marketing Plan for Tourist Development.
2. Develop and coordinate promotions to support advertising efforts.
3. Develop and implement publicity strategies for key markets and targeted media.
4. Design and implement strategies to communicate with local citizens the achievements and goals of the TDC.
5. Develop and coordinate strategies to support advertising and publicity efforts.
6. Other tasks as assigned.

## **Research and Analysis**

Research will help provide a clear understanding of who is the County's core customer and identify the size and scope of certain target markets to help to refine the creative message intended to be conveyed. The research firm of record will seek to generate information from visitors and potential visitors which can be utilized in developing marketing strategies. The information will be gathered by interviews with visitors at hotels, airports, attractions and other businesses frequented by tourists, business conferences and conventions, and special events. Interviews may also be conducted with visitors in key target cities and via the Internet to determine their perceptions of Tallahassee as a destination for convention, vacation, business, etc. Questions will be asked and research analyzed on items such as length of stay, money spent, demographic considerations and interest in specific activities, etc. Research and analysis will be utilized to help establish benchmarks from which to measure the TDC's success with advertising, promotion and direct sales strategies. Research will provide the necessary information to make course corrections in marketing strategy.

## **Direct Sales**

Direct sales shall comprise a very important component of the Marketing Plan. It is vital to effectively mesh the direct sales efforts with the advertising and public relations strategies in order to be successful in winning leisure, sports and convention and conference business. Direct sales involves a host of activities directed at conference planners, travel agents, tour operators,

consumers, film producers, sports promoters and others as identified including attending related trade and consumer shows, conducting sales missions, direct mail and email, and joining and becoming active in trade associations. It also involves doing a good job of servicing these groups when they come to Leon County. The advertising and public relations agencies will be supportive and ensure printed materials, ads, and publicity are cohesive and effectively communicate the tourism related messages of the TDC and County.

### **Convention and Visitor Services**

An essential ingredient in marketing conventions to prospects is the quality of services rendered. Details must be efficiently handled to make a convention a success, such as: hotel rooms, air and ground transportation, support services, catering, etc. A welcoming and informative visitor services program is also important in making all guests feel that the County is a special destination and one worth returning to on a regular basis.

### **Special Events**

The Marketing Plan shall also recognize the importance of special events in drawing visitors to the destination, especially in shoulder months. The TDC will recommend a grant program to assist groups and organizations in marketing new and existing events that are proven or have the potential to draw overnight visitation to the County.

### **Administration**

The County will hire professional staff as necessary to handle administrative matters and to carry out its policies. The responsibilities of the director shall include but not be limited to the following:

1. Ensure all programs and activities comply with state and federal statutes and local ordinances.
2. Direct, coordinate and monitor activities of all professional staff and tourism related firms or vendors under contract with the County.
3. Develop, direct, coordinate and monitor the annual Marketing Plan as recommended by the TDC and approved by the County Commission.
4. Direct, coordinate and monitor the marketing grant program as approved by the TDC.



5. Coordinate and act as liaison to all local and regional stakeholders involved with tourist related development including the Chambers of Commerce, universities, arts groups, state and local tourist agencies, hotels, attractions and restaurant associations, etc. Also work with local, state and regional media to effectively communicate TDC and County programs to the public and to convey the importance of increased visitor business to the local economy.
6. All other duties as assigned.

### **Cultural Grant Programs**

Commencing October 1, 2014, one cent of the tourist development tax may be allocated to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

In addition, for five years commencing October 1, 2014, the County may dedicate an additional ¼ cent of the tourist development tax to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing. Monies accrued from the ¼ cent tourist development tax during Fiscal Year 2015 shall be held in arrears by the County and distributed to the Council on Culture and Arts (COCA) in each subsequent fiscal year.

The funds described above shall be utilized by COCA for the support of the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and implementation of components of the Capital Area Cultural Plan, provided such projects, programs and expenses associated therewith are consistent with the uses authorized in section 125.0104, Florida Statutes. The TDC shall make recommendations to the County Commission on appropriate requirements for the capital needs matching grants for arts and cultural facilities program, if any. Commencing October 1, 2019, the ¼ cent tourist development tax described in the second subparagraph above shall be reallocated to the Tourism Development Division to

fund expenditures consistent with those authorized uses set forth in section 125.0104, Florida Statutes.

## **Summary**

The goal of the Tourist Development Council is to be a respected and trusted advisory council to the County Commission on matters relating to the expenditure of tourist development tax proceeds. It is the intention of the TDC to maximize the involvement and coordination among local stakeholders for the overall achievement of our community visitor goals. The TDC will work closely with staff and the contractors to develop and recommend the best possible annual Marketing Plan and budget with the understanding that maximizing the amount of tourist development tax dollars available for marketing is a vital consideration.

The County Commission shall adopt, upon recommendation of the TDC, a tourism vision statement and a tourism mission statement that will provide additional guidance for all TDC recommendations.

ORDINANCE NO. 2015-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING ARTICLE III OF CHAPTER 11 OF THE CODE OF LAWS OF LEON COUNTY REGARDING THE TOURIST DEVELOPMENT TAX; AMENDING SECTION 11-46 ENTITLED "IMPOSITION; REGISTRATION; COLLECTION; AUDIT; PENALTIES"; AMENDING SECTION 11-46(C) RELATING TO COLLECTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 9, 2014, the Board entered into an Interlocal Agreement, First Amendment to Interlocal Agreement, and Third Amendment to Interlocal Agreement to effectuate the reallocation of the tourist development tax; and

WHEREAS, the Board desires to amend Section 11-46 of the Leon County Code of Laws to comport with the Interlocal Agreement and Amendments adopted on December 9, 2014;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, THAT:

**Section 1.** Section 11-46 of Article III of Chapter 11 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 11-46. Imposition; registration; collection; audit; penalties.**

(a) *Imposition.*

(1) There is hereby levied, imposed and set, until hereafter amended or repealed, a tourist development tax throughout the county at the rate of five percent for each whole and major fraction of each dollar of the total rental and/or consideration charged every person who rents, leases, or lets any living quarters or accommodations in any hotel, motel, resort motel, apartment, apartment motel roominghouse, mobile home park, recreational vehicle park, or condominium (hereinafter "facilities") for a term of six months or less, unless such a person rents, leases or lets for consideration any facilities which are exempt according to the provisions of F.S. ch. 212. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary consideration.

(2) The tourist development tax shall be in addition to any other tax imposed pursuant to F.S. ch. 212, and in addition to all other taxes, fees and the consideration for rental or lease.

1 (3) The tourist development tax shall be charged by the person receiving the  
2 consideration for the lease or rental and it shall be collected from the lessee, tenant or  
3 customer at the time of payment of the consideration for such lease or rental.

4  
5 (4) The county and the county tax collector shall be authorized hereby to  
6 promulgate such rules, and prescribe and publish such forms as may be necessary to effectuate  
7 the purposes of this article.

8  
9 (5) Any person receiving the consideration for such rental or lease shall receive,  
10 account for, and remit the tourist development tax in full to the county tax collector. Failure to  
11 collect and remit the full amount of the tax imposed hereby shall constitute a violation of this  
12 section.

13  
14 (b) *Registration.*

15  
16 (1) Every person (hereinafter "dealer") prior to leasing, renting, or letting any  
17 facilities, including all dealers who advertise or otherwise hold themselves out to provide such  
18 services, shall register such facilities with the county tax collector by filing an application for  
19 registration unless exempt from the tourist development tax pursuant to the provisions of F.S.  
20 ch. 212. The application for registration shall be filed before the dealer may lease, rent or let  
21 any facilities.

22  
23 (2) If claiming an exemption from the tourist development tax, the dealer shall  
24 annually make a verified declaration of exemption on the application for registration,  
25 including a description of the facilities and the reason for it to be considered exempt from the  
26 tourist development tax. Any dealer who has previously registered any facilities as exempt  
27 from the tourist development tax shall notify the county tax collector if such facilities no  
28 longer qualify for such exemption within 30 days thereof.

29  
30 (3) Any dealer who fails or refuses to register such facilities as required hereby or  
31 who makes a false or fraudulent registration shall be considered to have committed a violation  
32 of this section.

33  
34 (c) *Collections.*

35  
36 (1) The county tax collector shall perform the enforcement functions associated  
37 with the collection and remittance of this tax. The county tax collector shall be responsible for  
38 the collection of the tax from the dealer and administration of the tax. The county tax collector  
39 shall keep appropriate records and shall report monthly to the county on said remittances.

40  
41 (2) A total of three percent of the total tourist development tax collected shall be  
42 retained for costs of administration. This percentage shall be apportioned between the county,  
43 which shall receive one percent and the county tax collector, which shall receive two percent.

1  
2 (3) (A) The taxes imposed by this section shall become county funds at the  
3 moment of collection and shall for each month be due to the county tax collector on the first  
4 day and is delinquent unless postmarked on or before the twentieth day of the month  
5 following. If the twentieth day falls on a Saturday, Sunday, or federal or state holiday, returns  
6 shall be accepted as timely, if post-marked on the next succeeding work day.

7  
8 (B) Collections received by the county tax collector from the tax, less costs of  
9 administration of this article, shall be paid and returned, on a monthly basis to Leon County,  
10 Florida, for use by the county in accordance with the provisions of this article and shall be  
11 placed in the "Leon County Tourist Development Trust Fund." ~~The county shall establish a~~  
12 ~~separate subaccount in the Leon County Tourist Development Trust Fund for receipt of the~~  
13 ~~third one percent local option tourist development tax imposed and collected pursuant to~~  
14 ~~Ordinance 93-19 and any interest earnings on such third one percent local option tourist~~  
15 ~~development tax. Such funds in the subaccount shall be used for all purposes provided in F.S.~~  
16 ~~§ 125.0104(5), and shall be distributed pursuant to the direction of the Board of County~~  
17 ~~Commissioners. Commencing October 1, 2011, the county shall establish a separate~~  
18 ~~subaccount in the Leon County Tourist Development Trust Fund for receipt of the second one-~~  
19 ~~percent local option tourist development tax imposed and collected pursuant to Ordinance 88-~~  
20 ~~01 and any interest earnings on such second one percent local option tourist development tax.~~  
21 ~~Fifty percent of such funds in the subaccount shall be used for all purposes provided in F.S. §~~  
22 ~~125.0104(5)(a)(1), and 50 percent of such funds in the subaccount shall be used for all~~  
23 ~~purposes provided in F.S. § 125.0104(5), and shall be distributed pursuant to the direction of~~  
24 ~~the Board of County Commissioners.~~

25  
26 (4) The same duties and privileges imposed by F.S. ch. 212, upon dealers in  
27 tangible property, respecting the collection and remittance of tax, the making of returns, the  
28 keeping of books, records and accounts, shall apply to and be binding upon all persons who  
29 are subject to the provisions of this article; provided, however, that the county tax collector  
30 may authorize a quarterly return and payment when the tax remitted by the dealer for the  
31 preceding quarter did not exceed \$25.00.

32  
33 (5) The county tax collector assumes all responsibility for collecting and enforcing  
34 payment of current and delinquent tourist development taxes. The county tax collector is  
35 hereby granted any and all powers and authority granted to the State of Florida in F.S. §  
36 125.0104, and F.S. ch. 212, to determine the amount of the tax, penalties and interest to be  
37 paid by each dealer and to enforce payment of such tax, penalties and interest by any and all  
38 means, as provided in F.S. ch. 212, this article, or as otherwise provided under law.

39  
40 (d) *Audits.*

41  
42 (1) The Board of County Commissioners of Leon County hereby designates the  
43 Leon County Clerk of Courts (hereinafter "auditor") as its agent to perform the audit functions  
44 associated with this tax.

1  
2 (A) In order to aid the administration and enforcement of the provisions of this  
3 article, each dealer leasing, renting, or letting any facility required to register or claiming an  
4 exemption from registration shall be required to keep a record of each and every lease, license,  
5 or rental transaction, and to report such transaction to the county tax collector in such a  
6 manner as the county tax collector may prescribe. For the purpose of enforcing the collection  
7 of the tax levied by this article, the auditor and the county tax collector are hereby authorized  
8 and empowered to examine, at all reasonable hours, the books, records, and other documents  
9 of any dealer charged with the duty to keep such books, records, and other documents under  
10 this article in order to determine whether they are collecting the tax or otherwise complying  
11 with this article, F.S. § 125.0104, and F.S. ch. 212. Failure or refusal to permit such  
12 examination of its books, records, or other documents by the auditor or county tax collector,  
13 shall constitute a violation of this section. The auditor and the county tax collector shall have  
14 the right to proceed in circuit court to seek injunctive relief or other appropriate remedy to  
15 enforce its rights against the offender, as granted by this section, to require an examination of  
16 the books and the records of such dealer.

17  
18 (B) Each dealer shall secure, maintain, and keep for a period of three years a  
19 complete record of rooms or other lodging, leased or rented by said persons, together with  
20 gross receipts from such sales, and other pertinent records and papers as may be required by  
21 the county and the county tax collector for the reasonable administration of this article; and all  
22 such records shall be open for inspection by the auditor and the county tax collector at all  
23 reasonable hours at such person's place of business located in Leon County at a location  
24 designated by the auditor or the county tax collector. Any person who maintains such books  
25 and records at a point outside this county must make such books and records available for  
26 inspection by the auditor and the county tax collector in Leon County. Failure to comply with  
27 the provisions hereof shall constitute a violation of this section.

28  
29 (2) The auditor shall send written notification, at least 30 days prior to the date an  
30 auditor is scheduled to begin an audit, informing the dealer of the audit. The auditor is not  
31 required to give 30 days prior notification of a forthcoming audit which is deemed an  
32 emergency audit.

33  
34 Such written notification shall contain:

- 35 (i) The appropriate date on which the auditor is scheduled to begin the audit.  
36 (ii) A reminder that all of the records, receipts, invoices, and related documentation  
37 of the dealer must be made available to the auditor.  
38 (iii) Any other request that the auditor may deem necessary.

39  
40 (3) As compensation for the keeping of prescribed records and the proper  
41 accounting and remitting of taxes, a dealer shall be allowed a dealer's credit in accordance  
42 with the provision of F.S. § 212.12(1).

43  
44 (e) *Penalties.*

1  
2 (1) As specifically provided in F.S. § 212.12, "Penalties for noncompliance," when  
3 any person, required hereunder to make any return or to pay the tax imposed by this section,  
4 either fails to timely file such return or fails to pay the tax shown due on the return within the  
5 time required hereunder, in addition to all other penalties provided herein and by the laws of  
6 this state in respect to such taxes, a specific penalty shall be added to the tax in the amount of  
7 ten percent of either the tax shown on the return that is not timely filed or any tax not paid  
8 timely. The penalty may not be less than \$50.00 for failure to timely file a tax return required  
9 by F.S. § 212.11(1), or timely pay the tax shown due on the return except as provided in F.S. §  
10 213.21(10). If a person fails to timely file a return required by F.S. § 212.11(1), and to timely  
11 pay the tax shown due on the return, only one penalty of ten percent, which may not be less  
12 than \$50.00, shall be imposed. Partial payment of the total tax due on the return, including any  
13 penalties previously assessed, if applicable, will not be considered "timely" for purposes of  
14 this section, and will be subject to penalties for failure to timely file a tax return.

15  
16 (2) When any person required under this section to make a return or to pay a tax  
17 imposed by this section fails to disclose the tax on the return within the time required,  
18 excluding a noncompliant filing event generated by situations covered in subparagraph (e)(1)  
19 hereinabove, in addition to all other penalties provided in this section and by the laws of this  
20 state in respect to such taxes, a specific penalty shall be added to the additional tax owed in the  
21 amount of ten percent of any such unpaid tax or fee not paid timely if the failure is not for  
22 more than 30 days, with an additional ten percent of any such unpaid tax for each additional  
23 30 days, or fraction thereof while the failure continues, not to exceed a total penalty of 50  
24 percent in the aggregate, of any unpaid tax or fee.

25  
26 (3) When any person required hereunder to pay the tax imposed by this article fails  
27 to remit the tax or any portion thereof, on or before the day when such tax is required by this  
28 article to be paid, there shall be added to the amount due interest at the rate established by the  
29 Florida Department of Revenue for such tax and period from the date due until paid. Interest  
30 on the delinquent tax shall be calculated beginning on the twentieth day of the month  
31 following the month for which the tax is due. Interest earned on the tax collected shall be  
32 remitted to the county on a monthly basis to be placed in the "Leon County Tourist  
33 Development Trust Fund."

34  
35 (4) Any person required hereunder to pay the tax imposed by this section who fails  
36 to remit the tax in full, and in accordance with the county tax collector's tourist tax  
37 administrative collection policy, shall be guilty of a violation of the code and subject to the  
38 penalties as provided in section 11-51.

39  
40 **Section 2. Conflicts.** All ordinances or parts of ordinances in conflict with the  
41 provisions of this ordinance are hereby repealed to the extent of such conflict, except to the  
42 extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan as amended,  
43 which provisions shall prevail over any part of this ordinance which is inconsistent, either in  
44 whole or in part, with the said Comprehensive Plan.





**RESOLUTION NO. R15 - \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, MAKING LEGISLATIVE FINDINGS TO ENSURE THAT TOURIST DEVELOPMENT TAX FUNDS WHICH ARE ALLOCATED FOR THE CULTURAL GRANT PROGRAM, THE CAPITAL NEEDS MATCHING GRANTS FOR ARTS AND CULTURAL FACILITIES PROGRAM, AND COMPONENTS OF THE CAPITAL AREA CULTURAL PLAN THAT SUPPORT ECONOMIC DEVELOPMENT THROUGH TOURISM AND RELATED MARKETING, ARE UTILIZED IN ACCORDANCE WITH SECTION 125.0104, FLORIDA STATUTES.**

WHEREAS, section 125.0104, Florida Statutes, provides procedures for levying a tourist development tax and for the authorized uses of the tax; and

WHEREAS, in accordance with section 125.0104, Florida Statutes, the Board has adopted ordinances imposing a tourist development tax, which ordinances are codified at Chapter 11, Article III, Sections 11-46 through 11-53 of the Leon County Code of Laws; and

WHEREAS, Section 11-47 of the Leon County Code of Laws provides that tourist development tax revenues shall be used to fund the Leon County Tourist Development Plan; and

WHEREAS, the Board has amended the Tourist Development Plan to provide for the allocation of tourist development tax funds to support the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing; and

WHEREAS, the Tourist Development Council shall make recommendations to the Board on the appropriate requirements for the capital needs matching grants for arts and cultural facilities program; and

WHEREAS, the Board does hereby make by this Resolution, legislative findings to ensure that tourist development tax revenues which are allocated for the cultural grant program, the capital needs matching grants for arts and cultural facilities program, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing, shall be utilized in accordance with the uses authorized in section 125.0104, Florida Statutes.

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

**Section 1.** Recitals. The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

**Section 2.** Definitions. For purposes of this Resolution, the following definitions apply.

A. “Promotion” means marketing or advertising designed to increase tourist related business activities.

B. “Tourist” means a person who participates in trade or recreation activities outside the county of his or her permanent residence, or who rents or leases transient accommodations (such as a hotel, motel, apartment, rooming house, mobile home park, recreational vehicle park, condominium, or timeshare resort) for a term of six months or less.

C. “Tourism Marketing” means the action or business of promoting and selling products or services, including market research, advertising, public relations, promotions, social media, direct sales and visitor services.

**Section 3.** Components of the Capital Area Cultural Plan that support economic development through tourism and related marketing.

a. Description of program. The goal of economic development through tourism and related marketing is to position and market the arts, culture and heritage as a strategic partner of Leon County economic development efforts. This is achieved through public and private funding of arts, arts organizations and cultural assets.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To maintain, operate, or promote one or more:
  - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
  - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include: a portion of general operating expenses to support the implementation of the Capital Area Cultural Plan, which may include, but is not limited to the following: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the program, which has as one of its main purposes the attraction of tourists; any other expenses directly attributable to the program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

**Section 4.** Cultural grant program.

a. Description of program. The purpose of the cultural grant program shall be to provide sub-grants and marketing awards to individual local cultural and arts organizations.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To promote one or more:
  - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
  - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.
- (ii) To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.
- (iii) To promote and advertise tourism in this state and nationally and internationally. However, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

c. Allowable expenditures include but are not limited to: tourism marketing; promotion; exhibit costs and rentals; guest artists; printing and graphic design; sets and costumes; lumber supplies and equipment (pertaining to exhibit production); production and technical expenses; site fees/costs; rights fees; postage and freight; a percentage of facility costs as they directly relate to an activity, service, venue or event in support of the grant program, which has as one of its main purposes the attraction of tourists; other expenses directly attributable to the grant program, with the exception of those shown as not allowable; promotion, marketing and programming expenses; and paid advertising that reaches beyond Leon County with potential to drive overnight visitation.

d. Non-allowable expenditures include: feasibility studies; architectural drawings; operational support and general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; programs restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, religion, creed, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of any grant agreement; capital expenses, including building projects, acquisitions, renovations, land acquisition, and other permanent improvements to physical plant (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment that is not directly related to the production of events or exhibits, and general overhead that is unrelated to programming and/or promotion (i.e. financial audit, board retreats, etc.).

**Section 5.** Capital needs matching grants for arts and cultural facilities program.

a. Description of program. The purpose of this program is to provide funding for renovation, new construction, or acquisition of cultural facilities located in Leon County. A cultural facility is a building that is to be used primarily for the programming, production, presentation, and/or exhibition, of arts and cultural disciplines, including but limited to, music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, historical sites, and heritage experiences. Capital improvement to a cultural facility would be an addition or renovation of a permanent structural improvement or the restoration of some aspect of the facility that will either enhance the overall value of the property or increase the useful life of the facility.

b. Expenditure: relationship to promotion of tourism. Expenditures shall be consistent with the authorized uses of tourist development tax revenues set forth in section 125.0104(5)(a), Florida Statutes (2014), which include the following:

- (i) To acquire, construct, extend, enlarge, remodel, repair, improve, or maintain one or more:
  - (a) Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the County; or
  - (b) Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the County.

c. Allowable expenditures include: building construction projects, acquisitions, renovations, land acquisition, and other permanent improvements to the subject site (i.e. new roof, air conditioning systems, security fence, lighting grid). Capital expenses also include the purchase of equipment; architectural drawings; and costs for planning, including preliminary and schematic

drawings and design development documents necessary to carry out any such improvements to the site.

d. Non-allowable expenditures include: feasibility studies; general operating expenses (administrative costs for running the organization, including but not limited to, salaries, travel, personnel, office supplies, mortgage, rent, operating overhead or indirect costs); costs associated with representation, proposal, or grant application preparation; lobbying; costs incurred or obligated before the project timeline approved is in the grant process; costs for bad debts, contingencies, fines, penalties, interest and other financial costs; costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships; projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, religion, national origin, disability, age, or marital status; re-granting, contributions, and donations; reimbursement of costs that are paid prior to the execution of the grant agreement; private or exclusive entertainment (i.e. parties, receptions or benefits that are not open and accessible to the general public).

**Section 6.** Effective date. This Resolution shall become effective upon adoption.

DONE AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this 10<sup>th</sup> day of February, 2015.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
AND COMPTROLLER

By: \_\_\_\_\_  
CLERK

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

By: \_\_\_\_\_  
HERBERT W.A. THIELE  
COUNTY ATTORNEY

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, February 10, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of an ordinance entitled to wit:

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING ARTICLE III OF CHAPTER 11 OF THE CODE OF LAWS OF LEON COUNTY REGARDING THE TOURIST DEVELOPMENT TAX; AMENDING SECTION 11-47 RELATING TO THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Jon Brown or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5300 or 606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 426  
Tallahassee, Florida 32301

Advertise: January 30, 2015

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Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, FL 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 426  
Tallahassee, Florida 32301

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