

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA

### REGULAR MEETING

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

**Tuesday, April 28, 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, April 28, 2015, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Chairman Mary Ann Lindley

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing the FAMU High Girls Basketball Team on Winning their Third State Championship  
(Vice-Chairman Bill Proctor)
- Proclamation for the Opening of the Jake Gaither House and Museum  
(Vice-Chairman Bill Proctor)
- Proclamation Designating May 2015 as Bladder Cancer Awareness Month  
(Commissioner Bryan Desloge)
- Proclamation Proclaiming May 2015 as National Bike Month  
(Commissioner Bryan Desloge)
- Proclamation Declaring May 2-10, 2015 as National Travel and Tourism Week  
(Commissioner Bryan Desloge)
- Proclamation Designating May 17-23, 2015 as National Public Works Week  
(Chairman Mary Ann Lindley)
- Presentation of a Framed Photo Portrait of Governor LeRoy Collins to the LeRoy Collins Leon County Public Library  
(Former County Commissioner Cliff Thael)
- Presentation by the Florida Department of Transportation (FDOT) on Update of the Florida Transportation Plan and the Strategic Intermodal System Policy Plan

**CONSENT**

1. Ratification of Commissioner Appointment to the Science Advisory Committee  
(County Administrator/County Administration/Agenda Coordinator)
2. Approval to Extend Membership Terms for Tallahassee-Leon County Commission on the Status of Women and Girls  
(County Administrator/County Administration/Agenda Coordinator)
3. Approval of Request to Rename the Southern Portion of "Merry Robin Road" to "Blue Boar Court"  
(County Administrator/Development Support & Environmental Management/Development Services)
4. Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Bradfordville Chapter 163 Development Agreement for May 12 and June 9, 2015 at 6:00 p.m.  
(County Administrator/Development Support & Environmental Management/Development Services)

5. Acceptance of a Declaration of Covenants and Restrictions from Leon County for the Fred George Basin Greenway Park  
(County Administrator/Development Support & Environmental Management/Development Services)
6. Acceptance of a Conservation Easement from Proctor Road Farms LLC for the Proctor Road Horse Farms  
(County Administrator/Development Support & Environmental Management/Environmental Services)
7. Approval of Payment of Bills and Vouchers Submitted for April 28, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of April 29 through May 11, 2015  
(County Administrator/Financial Stewardship/Office of Management & Budget)
8. Approval of an Off System Project Maintenance Agreement with the Florida Department of Transportation  
(County Administrator/Public Works/Engineering)
9. Approval of an Agreement with CSX Transportation, Inc. for the Construction of Pedestrian Crossings at Gearhart and Fred George Roads  
(County Administrator/Public Works/Engineering)
10. Approval of the Council on Culture & Arts Agreement  
(County Administrator/Office of Economic Vitality/Tourism Development)
11. Authorization to Submit an Application for the U.S. Department of Transportation's National Infrastructure Investments Grant (TIGER VII)  
(County Administrator/County Administration)

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

None.

**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**

None.

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

None.

**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**

- Capital Region Community Development District – Record of Proceedings for the March 12, 2015 Meeting

**ADJOURN**

*The next Regular Board of County Commissioners Meeting is scheduled for  
**Tuesday, May 12, 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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### 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>April 2015</b>	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>	<i>Sunday 3 – Tuesday 5</i>	<i>Greater Tallahassee Chamber Community Trip</i>	<i>Boulder, Colorado</i>
	<b><u>Tuesday 12</u></b>	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
		<b><u>6:00 p.m.</u></b>	<b><u>First of Two Public Hearings to Consider Proposed Revisions to the Bradfordville Chapter 163 Development Agreement</u></b>
	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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<b>June 2015</b>	<b><u>Tuesday 9</u></b>	3:00 p.m.	Regular Meeting
		<b><u>6:00 p.m.</u></b>	<b><u>Second and Final Public Hearing to Adopt Proposed Revisions to the Bradfordville Chapter 163 Development Agreement</u></b>
	<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
		6:00 p.m.	First and Only Public Hearing on the Refinancing of the Remaining Capital Improvement Revenue Bonds, Series 2005
	Thursday 25	9:30 – 11:30 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers
<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.	Community Redevelopment Agency 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.	Capital Region Transportation Planning Agency City Commission Chambers
		5:00 – 8:00 p.m.	Intergovernmental Agency (IA) City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<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.	Capital Region Transportation Planning Agency 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.	Community Redevelopment Agency City Commission Chambers
	<i>Sunday 27 – Wednesday 30</i>	<i>ICMA Annual Conference</i>	<i>Seattle/King County Washington</i>
	Tuesday 29	1:30 – 3:00 p.m.	Workshop on Update from the Council on Culture & Arts on the Implementation of the Cultural Plan
		3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2016
<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



<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
<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>
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<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>
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<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.

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

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

### **EXPIRATIONS**

#### **Science Advisory Committee**

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

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

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

### **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**

**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)

**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

April 28, 2015

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

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

**Title:** Ratification of Commissioner Appointment to 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
<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 Commissioner Sauls' appointment of Edward Gartner to the Science Advisory 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:**

**Science Advisory Committee (SAC)**

**Purpose:** SAC evaluates scientific evidence and reports findings and recommendations pertaining to environmental issues. (Attachment #1).

**Composition:** Members serve two-year terms, expiring March 31. There are nine members – seven appointed by the Board (each Commissioner appoints one) and two members appointed by the City. All appointees to the SAC shall be credentialed scientists.

**Vacancies:** Mr. Ben Fusaro (Commissioner Sauls) resigned in December 2014. An application was received from Mr. Edward Gartner, who is eligible for appointment (Attachment #2)

*Table 1. Science Advisory Committee*

<b>Vacancy</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Ben Fusaro (Resigned)	Edward Gartner	Commissioner Sauls makes appointment.

**Options:**

1. Ratify Commissioner Sauls' appointment of Edward Gartner to the Science Advisory Committee.
2. Do not ratify Commissioner Sauls' appointment of Edward Gartner to the Science Advisory Committee.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Eligibility and Criteria – Science Advisory Committee (SAC)
2. Application – Edward Gartner

## Science Advisory Committee

**Responsibility:**

Evaluates scientific evidence and reports findings and recommendations pertaining to environmental issues.

**Created By:**

BCC established in April 1995. Amended bylaws approved 2/8/2000

**Appointments:**

9 members - 7 appointed by BCC, each commissioner appoints one.  
2 appointed by the City

If additional government bodies desire to make appointments to the Committee, said appointments shall be of an ex-officio nature. Ex-officio members will not have voting rights, but may participate in all other proceedings of the committee.

**Terms:**

Terms expire March 31. Appointed members serve a two-year term and shall be eligible for Commissioner reappointment for no more than three terms, as long as they are active, interested, and adhere to the articles of the by-laws. Per the 2000 revisions to the by-laws, terms will be staggered as follows: BCC appointments representing Commission Districts I, III, and IV and City Commission appointment #1 will expire in (March) 2000. BCC appointments representing Commission Districts II, V, and the At-Large Districts and City Commission appointment #2 will expire in (March) 2001. Vacancies filled for remainder of the unexpired term.

**Eligibility Criteria:**

All appointees to the SAC shall be credentialed scientists.

**Schedule:**

Meets the first Friday of each month, 8:30 a.m., at Growth and Environmental Management Office located at 435 N. Macomb Street  
Tallahassee, FL 32301

**Type of Report:**

Report to BCC annually.

**Contact Person/Staff:**

John Kraynak, Director, Environmental Services Division  
Development Support & Environmental Management  
435 N. Macomb Street 32301  
606-1300  
email: [kraynakj@leoncountyfl.gov](mailto:kraynakj@leoncountyfl.gov)

**Administrative Support:**

Mechelle Cook  
606-1300  
[cookme@leoncountyfl.gov](mailto:cookme@leoncountyfl.gov)


**Members:**

Hannahs, Scott <b>NOT ELIGIBLE</b>	Begin Term: 3/15/2011 End Term: 3/31/2015 Type: two years	Original Date: 3/19/2009 <hr/> Appointed by: Mary Ann Lindley	Notes: Research Physicist Email: sth@curg.org
Wieckowicz, Richard	Begin Term: 3/31/2011 End Term: 3/31/2015 Type: two years	Original Date: 1/1/2005 <hr/> Appointed by: City Commission	Notes: Professional Engineer (retired) tdmlbears@yahoo.com
Newburgh, Robert <b>NOT ELIGIBLE</b>	Begin Term: 4/09/2013 End Term: 3/31/2015 Type: two years	Original Date: 12/9/2008 <hr/> Appointed by: Kristin Dozier	Notes: Biochemistry Email: bobnewburgh@gmail.com
Abazinge, Michael FAMU Environmental Science Institute <b>NOT ELIGIBLE</b>	Begin Term: 4/9/2013 End Term: 3/31/2015 Type: two years	Original Date: 10/14/2008 <hr/> Appointed by: Bill Proctor	Notes: Environmental Science Email: michael.abazinge@famuedu
Lewis, Thomas	Begin Term: 4/24/2014 End Term: 3/31/2016 Type: two years	Original Date: 1/24/2012 <hr/> Appointed by: Nick Maddox	Notes: Category: Consulting Geologist Email: tlewis@chastainskillman.com
Salters, Vincent Florida State University	Begin Term: 4/22/2014 End Term: 3/31/2016 Type: two years	Original Date: 5/25/2010 <hr/> Appointed by: Bryan Desloge	Notes: Magnetic Science Email: salters@alum.mit.edu
Cook, Skip	Begin Term: 4/22/2014 End Term: 3/31/2016 Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: John Dailey	Notes: Environmental Chemistry Email: Wlanding@mailier.fsu.edu
Fusaro, Ben <b>RESIGNED</b>	Begin Term: 4/22/2014 End Term: 3/31/2016 Type: two years	Original Date: 5/25/2004 <hr/> Appointed by: Jane G. Sauls	Notes: Environmental mathematician



Vacant	Begin Term: End Term: Type:	Original Date: 1 <hr/> Appointed by: City Commission	Notes: Email:
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# ADVISORY COMMITTEE APPLICATION FOR BOARD APPOINTMENT

<p style="text-align: center;"><b>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</b></p> <p style="text-align: center;"><b>Applications will be discarded if no appointment is made after two years.</b></p>	
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Name: Edward Gartner	Date: 23-Mar-2015
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Home Phone: (850) 386-6543	Work Phone:	Email: eagartner@embarqmail.com
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Occupation:retired industrial chemist	Employer: N/A
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Preferred mailing location: Home Address

Work Address:

City/State/Zip: TALLAHASSEE FL

Home Address 2207 BEECH DRIVE

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? Yes

For how many years have you lived in and/or owned property in Leon County? 30.00years

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: Science Advisory Committee 2nd Choice:Water Resources 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:

**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

**(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:Caucasian Sex:Male Age: 86

Disabled? No District: District 2

**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.**

Bachelor of Science in Chemistry  
Bachelor of Science in Chemical Engineering  
Registered consultant for Quality Assurance/Leon COunty

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

Name: BEN FUSARO  
Address: 379 ROB ROY TRAIL 32312

Telephone: 850-297-2052

Name: SUE MARTINDALE  
Address: 2433 MANZANITA DRIVE 32303

Telephone: 850-294-6864

**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: Edward A. Gartner

This application was electronically sent: 3/23/2015 3:29:04PM

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #2**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #2

April 28, 2015

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

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

**Title:** Approval to Extend Membership Terms for the Tallahassee/Leon County Commission on the Status of Women and Girls

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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 Shington Lamy, Assistant to the 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: Approve the extension of the membership terms for the Tallahassee/Leon County Commission on the Status of Women and Girls to coincide with the City's and County's fiscal year (October 1 – September 30).

## **Report and Discussion**

### **Background:**

The Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG) was created by an Enabling Resolution, adopted by the Board at its March 12, 2013 meeting. The Tallahassee City Commission adopted the Enabling resolution at its March 13, 2013 meeting. The CSWG consists of 21 members that include one appointment by each County Commissioner, one appointment by each City Commissioner, two appointments by the City Commission, as well as seven applicants recommended by the CSWG to the full Board of County Commissioners and Tallahassee City Commission for ratification (Attachment #1).

On April 23, 2013, each County Commissioner appointed a member; and, on April 24, 2013, the City Commission, as well as each of the five City Commissioners, made seven appointments. The CSWG was charged with providing recommendations to the Board of seven additional member appointments for ratification and those appointments were made on May 23, 2013. At that time, the membership term expiration date was established for April 30.

### **Analysis:**

The CSWG approved amended Bylaws at their April 10, 2015 meeting (Attachment #2). Article 3, Section 1, of the revised Bylaws amends the CSWG operating and membership year to align with the City's and County's fiscal year, October 1 – September 30. As reflected in Attachment #1, the expiration date of terms of all CSWG members would be extended four months – from April 30 to September 30. Subsequent appointments would expire on September 30.

### **Options:**

1. Approve the extension of the membership terms for the Tallahassee/Leon County Commission on the Status of Women and Girls to coincide with the County's fiscal year (October 1 – September 30).
2. Do not approve the extension of the membership terms for the Tallahassee/Leon County Commission on the Status of Women and Girls to coincide with the County's fiscal year (October 1 – September 30).
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Eligibility, Criteria, Membership – Commission on the Status of Women and Girls (CSWG)
2. Revised Bylaws of the CSWG

## Tallahassee-Leon County Commission on the Status of Women and Girls

### **Responsibility:**

Consider input and promote awareness in the matter of the status of women and girls in the community regarding discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence, and more.

### **Created By:**

Enabling Resolution, adopted by the Board of County Commissioners on March 12, 2013; adopted by the City Commission on March 13, 2013.

### **Appointments:**

21 members:

7 - each County Commissioner makes one appointment

7 - each City Commissioner makes one appointment and the full City Commission makes two appointments

7 - Full Board appointments, chosen from a list of candidates provided by the Commission

### **Terms:**

Initial Terms will be staggered as follows:

County Commission Districts 1, 3, and 5 - one year

County Commission Districts 2 and 4 and At-large - two years

City Commission Seats 2 and 4 - one year

Mayor and City Commission Seats 1 and 3 - two years

After the initial appointments, all terms will be for two-year terms, ending ~~April 30~~ September 30. The number of terms a committee member can serve is limited to no more than three terms.

### **Type of Report:**

An annual report on the activities of the Commission will be provided to the Board.

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

Haley Cutler, Executive Director  
Oasis Center for Women & Girls  
317 E. Call Street  
Tallahassee, FL 32301  
Phone: 222-2747

Email: [haley.oasis@comcast.net](mailto:haley.oasis@comcast.net)

**Members:**

James, Sha'Ron	Begin Term: 6/10/2014 End Term: <del>4/30/2015</del> <b>9/30/2015</b> Type: Unexpired term	Original Date: 6/10/2014 <hr/> Appointed by: Nick Maddox Commissioner At-large II	Email: csjamesesq@gmail.com
Vasquez, Veronica E.	Begin Term: 4/23/2013 End Term: <del>4/30/2015</del> <b>9/30/2015</b> Type: two years	Original Date: 4/23/2013 <hr/> Appointed by: Mary Ann Lindley Commissioner At-large I	Email: vev02@my.fsu.edu
O'Kon, Jeanne	Begin Term: 4/23/2013 End Term: <del>4/30/2015</del> <b>9/30/2015</b> Type: two years	Original Date: 4/23/2013 <hr/> Appointed by: Bryan Desloge Commissioner District IV	Email: okonj@tcc.fl.edu
Stansberry-Ziffer , Gail	Begin Term: 4/24/2013 End Term: <del>4/30/2015</del> <b>9/30/2015</b> Type: two years	Original Date: 4/24/2013 <hr/> Appointed by: Tallahassee City Commission	Email: gail@ziffberry.com
Carter-Smith, Paige Governance Services, LLC	Begin Term: 4/24/2013 End Term: <del>4/30/2015</del> <b>9/30/2015</b> Type: two years	Original Date: 4/24/2013 <hr/> Appointed by: City Commissioner Scott Maddox	Email: paigecartersmith@gmail.com



Hall, Mildred R.	Begin Term: 4/24/2013 End Term: <del>4/30/2015</del> <b><u>9/30/2015</u></b> Type: two years	Original Date: 4/24/2013 <hr/> Appointed by: City Commissioner Nancy Miller	Email: mrhaka@aol.com
Land, Stephanie	Begin Term: 4/23/2013 End Term: <del>4/30/2015</del> <b><u>9/30/2015</u></b> Type: two years	Original Date: 4/23/2013 <hr/> Appointed by: Jane G. Sauls Commissioner District II	Email: jcsland@aol.com
Gillum, R. Jai	Begin Term: 5/28/2013 End Term: <del>4/30/2015</del> <b><u>9/30/2015</u></b> Type: two years	Original Date: 5/28/2013 <hr/> Appointed by: CSWG	Email: rjaigillum@gmail.com
Jackson-Lowman, Huberta	Begin Term: 5/28/2013 End Term: <del>4/30/2015</del> <b><u>9/30/2015</u></b> Type: two years	Original Date: 5/28/2013 <hr/> Appointed by: CSWG	Email: huberta.jlo@gmail.com
Reynaud, Cecile	Begin Term: 5/28/2013 End Term: <del>4/30/2015</del> <b><u>9/30/2015</u></b> Type: two years	Original Date: 5/28/2013 <hr/> Appointed by: CSWG	Email: Marcia.warfel@yahoo.com
McGee, Marion	Begin Term: 6/19/2013 End Term: <del>4/30/2015</del> <b><u>9/30/2015</u></b> Type: two years	Original Date: 6/19/2013 <hr/> Appointed by: Tallahassee City Commission	Email: Marcia.warfel@yahoo.com

Johnson, Jane	Begin Term: 4/22/2014 End Term: <del>4/30/2016</del> <b>9/30/2016</b> Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: John Dailey Commissioner District III	Email: janeelizjohnson@hotmail.com
Saxner Sara	Begin Term: 4/23/2014 End Term: <del>4/30/2016</del> <b>9/30/2016</b> Type: two years	Original Date: 4/23/2014 <hr/> Appointed by: Tallahassee City Commission	Email: jenk@hgslaw.com
Hughes, Roxanne	Begin Term: 4/22/2014 End Term: <del>4/30/2016</del> <b>9/30/2016</b> Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: Kristin Dozier Commissioner District V	Email: hughes@magnet.fsu.edu
Burnette, Ada	Begin Term: 4/22/2014 End Term: <del>4/30/2016</del> <b>9/30/2016</b> Type: two years	Original Date: 4/22/2014 <hr/> Appointed by: Bill Proctor Commissioner District I	Email: draburnette@w3mconnect.com
Jakubowski, Elizabeth	Begin Term: 5/13/2014 End Term: <del>4/30/2016</del> <b>9/30/2016</b> Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: ejakubowski@gmail.com
Nickens, Ruth	Begin Term: 5/13/2014 End Term: <del>4/30/2016</del> <b>9/30/2016</b> Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: ruth.nickens@talgov.com

Dixon, Gail	Begin Term: 5/13/2014 End Term: <del>4/30/2016</del> <b><u>9/30/2016</u></b> Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: gypsygdd@comcast.net
Warfel, Marcia	Begin Term: 5/13/2014 End Term: <del>4/30/2016</del> <b><u>9/30/2016</u></b> Type: two years	Original Date: 5/13/2014 <hr/> Appointed by: CSWG	Email: Marcia.warfel@yahoo.com
Terry, Jaye Ann	Begin Term: 4/23/2014 End Term: <del>4/30/2016</del> <b><u>9/30/2016</u></b> Type: two years	Original Date: 4/23/2014 <hr/> Appointed by: Tallahassee City Commission	Appointed by Mayor Andrew Gillum Email: jayeannterry@gmail.com
Minor, Jessica Lowe League of Women Voters of Florida	Begin Term: 4/23/2014 End Term: <del>4/30/2016</del> <b><u>9/30/2016</u></b> Type: two years	Original Date: 4/23/2014 <hr/> Appointed by: Tallahassee City Commission	Notes: Appointed by Former Mayor John Marks Email: LWVFexecutivedirector@gmail.com

**BYLAWS OF THE  
TALLAHASSEE/LEON COUNTY COMMISSION  
ON THE STATUS OF WOMEN AND GIRLS**

In order to govern its function and operation in a manner consistent with Enabling Resolution No. 13-11 adopted by the Leon County Board of County Commissioners (hereinafter the “County”) on March 12, 2013 and Enabling Resolution No. 13-R-20 adopted by the City of Tallahassee Commission (hereinafter “City”) on March 13, 2013, the Tallahassee/Leon County Commission on the Status of Women and Girls (hereinafter the “CSWG”) hereby adopts as its Bylaws the following:<sup>1</sup>

**ARTICLE I.  
APPLICABLE FLORIDA LAWS AND BOARD POLICIES**

**Section 1.1 Public Records Law and E-Mails:** Each member of the CSWG<sup>2</sup> (hereinafter referred to as Commissioner) shall comply with the Florida’s Public Records Law, Chapter 119, Florida Statutes.<sup>3</sup>

**Section 1.2 Government In the Sunshine Law:** Each Commissioner of the CSWG shall comply with the Florida Government in the Sunshine Law, Chapter 286, Florida Statutes, as may be amended from time to time.

**Section 1.3 Code of Ethics:** The CSWG shall comply with the following state laws and Board Policies with regard to the Florida Code of Ethics for Public Officers and Employees:

**Clause 1.3.1** Each Commissioner of the CSWG shall comply with Section 112.3143, Florida Statutes, and “Voting Conflicts”, as may be amended from time to time, and shall be provided a copy of Section 112.3143.

**Clause 1.3.2** Each Commissioner of the CSWG shall abide by the Standards of Conduct set forth in Section 112.313, Florida Statutes, as may be amended from time to time, and shall be provided a copy of Section 112.313, Florida Statutes.

**ARTICLE II.<sup>4</sup>  
APPOINTMENT OF COMMISSIONERS**

**Section 2.1** The CSWG shall have twenty-one (21) members, to be appointed as follows:

**Clause 2.1.1** Seven (7) shall be appointed by the County. Each County Commissioner shall appoint one (1) member.

**Clause 2.1.2** Seven (7) shall be appointed by the City. The Mayor and each City

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<sup>1</sup> Amended to reflect the City of Tallahassee’s involvement (5-20-13).

<sup>2</sup> “Committee” changed to “CSWG” where appropriate throughout the document (5-20-13).

<sup>3</sup> Partial content removed. (5-20-13)

<sup>4</sup> Articles renumbered to account for new content (“Appointment of Commissioners”). New content replaces original Section 8.1 (“Special Provisions”) (5-20-13).

Commissioner shall appoint one (1) member; the remaining two (2) appointments shall be made by the full City Commission.

**Clause 2.1.3** Seven (7) shall be appointed by the CSWG and ratified by the City and the County.

### **ARTICLE III.<sup>5</sup>** **TERM OF COMMISSIONERS**

**Section 3.1** Each Commissioner shall serve on the CSWG for a term of two (2) years. A term year runs from October 1 – September 30<sup>6</sup> each year.

**Section 3.2** A Commissioner who is elected to fill a vacancy will assume the term dates of the prior appointed Commissioner. The first date of appointment to the last day of the term she/he is filling is considered to be the first term of the appointed Commissioner.

**Section 3.3** Commissioners may be reappointed for two (2) additional terms (total terms of service may not exceed three (3) consecutive terms.

**Clause 3.3.1** After remaining off the CSWG for one (1) year a Commissioner may be considered for reappointment.

**Section 3.4** Commissioners whose service on the Commission is vacated due to absences (see Section 8.1) may be reappointed after remaining off the CSWG for one (1) year.

### **ARTICLE IV.<sup>7</sup>** **OFFICERS AND DUTIES**

**Section 4.1** For all purposes the operating year for the CSWG is October 1 - September 30.

**Section 4.2** By no later than September 30 of every year the CSWG shall elect, from among its Commissioners, a Chairperson and a Vice-Chairperson, each of whom shall serve a one (1) year term (from October 1 – September 30).

**Clause 4.2.1** A Commissioner may be re-elected as either Chairperson or Vice Chairperson one (1) time for a total of two (2) consecutive years.

**Clause 4.2.2** After at least one (1) year of not serving in either capacity a Commissioner may be reconsidered for election as Chairperson or Vice-Chairperson.

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<sup>5</sup> Article IV (“Terms of Members”) is now “Terms of Commissioners.” New content clarifies Commissioner term dates and limits (5-20-13).

<sup>6</sup> Term year changed to October 1 – September 30 (10-10-14).

<sup>7</sup> Articles renumbered to account for renumbered content. Former Article IV (“Meetings”) renumbered to Article V. New content specifies the CSWG operating year and clarifies appointments of the Chair and Vice Chair (5-20-13).

**Section 4.3** The Chairperson shall preside at all meetings. In the event of the Chairperson's absence, or at the direction of the Chairperson, the Vice-Chairperson shall assume the powers and duties of the Chairperson.

**Section 4.4** In the event that either the Chairperson or the Vice-Chairperson is unable to complete her/his term, the CSWG shall, as soon as reasonably possible, elect a replacement from among its Commissioners.

## **ARTICLE V. MEETINGS**

**Section 5.1 Regular Meetings:** The CSWG shall hold regular meetings at a place and time established by the Organization & Bylaws Committee. Each meeting will be publicly noticed.<sup>8</sup>

**Section 5.2 Special Meetings:** The Chairperson may call a special non-regular meeting of the CSWG to discuss any issue properly before the CSWG. Such special meeting may be convened only after notification is given to each Commissioner of the CSWG and after public notice is given no less than forty-eight (48) hours before the special meeting is scheduled to begin.

**Section 5.3 Public Participation:** Although all meetings of the CSWG will be open to the public, the CSWG is not obligated to honor requests from the public to participate in the meetings. The CSWG may, by majority vote, allow limited participation by the public, if it deems it appropriate.

**Section 5.4 Meeting Agendas:** The Staff Support Person shall assist the Chairperson of the CSWG in developing an agenda for each meeting of the CSWG. Any Commissioner of the CSWG may request that appropriate items be placed on the agenda.

**Section 5.5 Official Acts and Quorum:** Any and all official acts by the CSWG shall require a majority vote of the Commissioners present. However, the CSWG shall take no such action unless a quorum is present at the meeting. In order to constitute a quorum, there must be a majority of the CSWG's current membership present at the meeting. The minutes of the meeting shall reflect the number of affirmative votes on a motion and shall specify the names of any Commissioners voting against the motion. Commissioners may not abstain from voting, unless declaring a conflict of interest on the record.<sup>9</sup>

**Section 5.6 Meeting Minutes:** Minutes shall be taken at all regular and special meetings of the CSWG. The Staff shall assist the Chairperson in determining the manner in which the minutes of the meeting shall be prepared and filed with the City and County.<sup>10,11</sup>

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<sup>8</sup> Content revised regarding meeting location and duration. The clause regarding time limitations on agenda items was removed (5-20-13).

<sup>9</sup> Content revised to include clause regarding abstaining from votes (5-20-13).

<sup>10</sup> Content revised to reflect City of Tallahassee's involvement (5-20-13).

<sup>11</sup> Section regarding Roberts' Rules of Order Revised was removed (5-20-13).

## ARTICLE VI. COMMITTEES

**Section 6.1** **Creation:** The CSWG will create Committees to best meet its objectives.

**Section 6.2** **Standing Committees:** Standing Committees are created, amended and terminated by Commission vote.<sup>12</sup>

**Clause 6.2.1 Organizational and Bylaws Committee.** The Organizational and Bylaws Committee is responsible for reviewing and recommending policies and/or procedures that impact the general well-being of the CSWG. This could include organizing public hearings, addressing governance issues, and/or making recommendations to the Chairperson on a variety of issues. The Committee is also responsible for review, drafting changes, implementation and interpretation of the Bylaws. The CSWG Chairperson is a voting member of the Committee.

**Section 6.3** **Ad Hoc Committees:** The Chairperson may create Ad Hoc Committees, which will expire at the conclusion of the Chairperson's term.<sup>13</sup>

**Section 6.4** **Membership:** CSWG Commissioners shall serve on at least one (1) committee. Commissioners may request to serve on specific Committees but the appointment approval is made by the Chairperson.<sup>14</sup>

**Section 6.5** **Committee Chairs:** The Chairperson will be responsible for appointing the Chair of each Committee<sup>15</sup> by October 31 each year, as needed throughout the year or within 30 days of committee formation.<sup>16</sup>

**Section 6.6** **Sunshine:** Committee meetings are subject to the Sunshine law. A Committee meeting is defined as a meeting convened by the CSWG in which more than one Commissioner is present.<sup>17</sup>

**Section 6.7** **Public Participation:** A Committee may seek the collective input of members of the public by allowing them to participate in the matters being discussed by the Committee and stating their support or opposition to any matter to be voted on by the Commissioners. However, such members of the public are prohibited from voting on any such matters.<sup>18</sup>

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<sup>12</sup> Section 6.2 ("Standing Committees") added (5-20-13).

<sup>13</sup> Section 6.3 ("Ad Hoc Committees" added (5-20-13).

<sup>14</sup> Procedural amendment (5-20-13).

<sup>15</sup> Amended to replace "CSWG" with "Committee" (4-10-15).

<sup>16</sup> Procedural amendment (5-20-13).

<sup>17</sup> Definition of what constitutes a Committee meeting added (4-10-15).

<sup>18</sup> Amended to reflect that membership of members of the public must be approved by a majority of the Commissioners serving on the committee (5-20-13). Amended to reflect that members of the public may neither serve as members of Committees nor vote on Committee business, but that Committees may seek the collective input of members of the public to consider prior to voting (4-10-15).

**Section 6.8 Minutes:** Committees are required to maintain minutes of meetings and to submit them to the staff as soon as possible after the committee meeting.<sup>19</sup>

**Section 6.9 Official Acts and Quorum:** Quorum for a Committee meeting shall be a majority of members present. In addition, any and all official acts by the CSWG shall require a majority vote of the members present.

**Clause 6.9.1** Any vote or action taken by a Committee may be overturned by a vote of the full CSWG.

## **ARTICLE VII. AMENDMENTS TO BYLAWS**

**Section 7.1 Amendments:** At any regular or special meeting of the CSWG, these Bylaws may be amended by an affirmative vote of a supermajority of the Commissioners present at the meeting. For purposes of this section, a supermajority shall comprise no less than  $2/3$ <sup>20</sup> of the current membership of the CSWG.

**Section 7.2 Approval:** The Amended Bylaws shall become effective upon the approval of the City Manager, County Administrator and/or the City and/or County Attorneys.<sup>21</sup>

## **ARTICLE VIII.<sup>22</sup> ATTENDANCE AND REPLACEMENT OF COMMISSIONERS**

**Section 8.1 Attendance at CSWG Meetings:** Commissioners are expected to attend both committee and full CSWG meetings. Commissioners will accrue 0.5 point for each committee meeting in which she is absent and 1.0 point for each full CSWG meeting in which she is absent, regardless of the reason for absence. Any Commissioner who accrues five (5) points within the CSWG year will be immediately terminated from the CSWG.

**Clause 8.1.1** If a Commissioner arrives after role call, she must sign-in indicating the time of arrival.

**Clause 8.1.2** A Commissioner is considered absent from a meeting if she misses at least half of the duration of the meeting.

**Clause 8.1.3:** At the Chair's discretion, absences at specially scheduled meetings may not result in the accrual of points. Commissioners will be notified in advance if a

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<sup>19</sup> Procedural amendment (5-20-13).

<sup>20</sup> Language changed to reflect a vote of "no less than  $2/3$ " (5-20-13).

<sup>21</sup> Amended to reflect the City of Tallahassee's involvement (5-20-13).

<sup>22</sup> Complete procedural revisions (5-20-13). Complete procedural revisions, with the exception of Section 8.4 ("Replacement of Commissioners") (10-10-14).



meeting absence will not result in point accrual.

**Section 8.2 Expectation of Absence Notification:** Though absences will be recorded without regard to reason, Commissioners are required to provide written notice of an anticipated absence to the Staff Liaison no later than 48 hours prior to the meeting for the purpose of quorum.

**Section 8.3 Attendance Reports:** Staff will provide Commissioners with a report of their quarterly attendance. Commissioners may also request their individual attendance record at any time.

**Section 8.4 Replacement of Commissioners:** In the event a vacancy occurs in the membership of the CSWG, a new Commissioner shall be appointed as soon as possible by the original appointing party (City, County Commission(er) or the CSWG) in accordance with Article II above.<sup>23</sup>

**ARTICLE IX.<sup>24</sup>  
SPECIAL PROVISIONS**

**Section 9.1** The CSWG shall be assisted by the Oasis Center for Women & Girls, who has been designated by both the City of Tallahassee Commission and the Leon County Board of County Commissioners as staff support to the CSWG.

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<sup>23</sup> Wording (“in accordance with Article II above”) added at the advisement of the Assistant City Attorney (4-10-15).

<sup>24</sup> Complete revision (5-20-13).

Bylaws amendment #1 approved by vote at the May 20, 2013 meeting of the CSWG.

Bylaws amendment #2 approved by vote at the October 10, 2014 meeting of the CSWG.

Bylaws amendment #3 approved by vote at the April 10, 2015 meeting of the CSWG.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jessica Lowe-Minor  
Commission Chairperson

**Approved As To Form and Content:**<sup>25</sup>

**City Manager's Office**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Anita Favors Thompson  
City Manager

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Lewis E. Shelley  
City Attorney

**County Administrator's Office**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

<sup>25</sup> Signature block revised to include City Manager (5-13-13). Signature block revised to include City and County Attorneys at the advisement of the Assistant City Attorney (4-10-15).

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #3**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #3

April 28, 2015

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

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

**Title:** Approval of a Request to Rename the Southern Portion of "Merry Robin Road" to "Blue Boar Court"

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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 Lisa Scott, Addressing Program Coordinator

**Fiscal Impact:**

This item, if approved, has a fiscal impact to the County of \$660 for the legal notice and \$284 for installation of a new street sign.

**Staff Recommendation:**

Option #1: Approve the request to rename the southern portion of "Merry Robin Road" to "Blue Boar Court."

## **Report and Discussion**

### **Background:**

Merry Robin Road, a private roadway, is a segmented street that is located in the southwest quadrant of Leon County off Blountstown Highway. The segmentation of this street is due primarily to environmental constraints, specifically a creek bed, which is impassable. Residents along the southern portion of the street have experienced issues of emergency delays in the past. Most recently, a property owner along this southern segment called with concerns indicating that their preference would be to move forward with renaming this segment before any additional delays could occur due to the segmentation. This issue was previously considered by the Addressing Steering Committee (ASC) in 2003; however, the ASC determined that the concerns would be resolved with the new technology within the Geographic Information System (GIS). To ensure proper coordination, the Leon County Addressing Section distributed information to all emergency agencies regarding the segmentation of this street (Attachment #1).

### **Analysis:**

The ASC was established for the purpose of providing intergovernmental cooperation and to provide oversight as set forth by the Board of County Commissioners on issues relating to property addressing and street naming. In addition, their responsibilities include ensuring there are no 9-1-1 emergency response delays resulting from duplicated, phonetically similar, or otherwise confusing street names, and making a recommendation to the Board for proposed street renaming. The ASC is responsible for hearing appeals by citizens and businesses for the purpose of making recommendations to both elected commissions for situations similar to this issue. The ASC consists of representatives from the Leon County EMS, Tallahassee Fire Department, Tallahassee Police Department, Leon County Sheriff’s 9-1-1 Emergency Management, Tallahassee-Leon County Geographic Information Services, Tallahassee Growth Management Department, Leon County Development Support and Environmental Management, United States Postal Service, and the Leon County School Board. Technical support is provided to the ASC by representatives from City and County Public Works, City Traffic Engineering, Tallahassee-Leon County Planning Department, Property Appraiser’s Office and the Supervisor of Elections Office.

A property owner recently purchased a lot on the southern segment of Merry Robin Road and expressed concern regarding potential 9-1-1 delays due to the segmentation. As a result, staff provided an update to the ASC during the ASC’s meeting on December 16, 2014 (Attachment #2). The ASC decided that, in the interest of public safety, it would be more appropriate and consistent with decisions made on other similar situations to move forward with the renaming of this segmented street. As a result of the directive provided by the ASC, all abutting property owners on the southern portion of Merry Robin Road were notified by mail and provided 30 days to provide comments regarding the proposed street name change (Attachment #3). To date, the Leon County Addressing Section of Development Services has received several calls in favor of the name change and none opposing.

Final approval for street name changes must be approved by the Board of County Commissioners pursuant to Section 10-11.108 of Chapter 10 of the Leon County Code of Laws (Attachment #4). Pursuant to Section 10-11.108(2)a., streets requiring renaming as a result of duplication or phonetic similarities with another street, the cost of installation of the signs shall be the responsibility of the local government. Public notice of the street name change in a local newspaper is required pursuant to Section 10-11.108(2)b. Therefore, the proposed street name change will incur a one-time cost to the County for the legal notice in the Tallahassee Democrat (\$660), as well as the cost for installation of a new street sign (\$284).

**Options:**

1. Approve the request to rename the southern portion of “Merry Robin Road” to “Blue Boar Court.”
2. Do not approve the request to rename the southern portion of “Merry Robin Road” to “Blue Boar Court.”
3. Board direction.

**Recommendation:**

Options #1.

**Attachments:**

1. Street Segment Notification from 2003
2. ASC December 16, 2014 Meeting Minutes
3. Letter and Mailing List of Abutting Property Owners
4. Section 10-11.108 of the Leon County Land Development Regulations

VSL/TP/DM/RC/LS

Notification Packet - March 2002  
For October 2002 - February 2003  
Page 3

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Not located in a subdivision - **MY OH MY LN.** - In section 41-23, 1S 1W. Private/unpaved.  
The address range is: 1200 - 1393. **(P/W STREET SIGN FEE REQUIRED)**

Located in Oakridge Place Subdivision - In section 41-24, 1S 1W. Public/paved.  
**(P/W STREET SIGN FEE REQUIRED)**

1. **DESLIN DR.** - Address range is: 5300 - 5503
2. **DESLIN CT.** - Address range is: 125 - 200

Located in Sunset Subdivision - In section 44-14, 1S 4W. Private/unpaved.  
**(P/W STREET SIGN FEE REQUIRED)**

- 1) **WOLF CREEK TRL.** The address range is: 4500 - 4701
- 2) **OLD INDIAN TRL.** The address range is: 4800 - 5000

**COUNTY RESCINDED STREETS NAMES:**

Located in the Tennessee Commons - In section 21-29, 1N 1W. Public/pave. The following street names have been rescinded due to non-development, and at the request of the current property owner. Please remove these roads from your tracking system.

1. **GATLINBURG DR.**
2. **MURFREESBORO RD.**

Not located in a subdivision - **BIG RED LN.** - In section 32-07, 1S, 2E. Private/paved.  
This roadway is being rescinded due to non-development. Please remove this street from your tracking system.

**COUNTY STREET NAME CLARIFICATIONS:**

Located in Nottingham Castle Estates - In section 23-34, 1N 3W. All roads are private. Please update your files to reflect the following:

1. **Merry Robin Rd.** - is currently blocked and is unpassable approximately 2117' heading south to Blue Boar Rd. The only accessible route for the end of Merry Robin Road is from Sir Richard Rd.
2. **Little John Rd.** - dead ends approximately 1273' from Blountstown Hwy. and does not connect to any other roadway within this subdivision.
3. **Blue Boar Road, Friar Tuck Road,** and the end of **Merry Robin Road** only accessible points are from Sir Richard Rd.

Located in Hickory Hammock Unrecorded - **T BIRD RD.** - In section 46-11, 2S 1W. Private/unpaved. T Bird Rd. runs north to a dead end, and south to the intersection of Wax Myrtle Rd. The address range for the far north portion begins a 8684 and runs south to 9093.

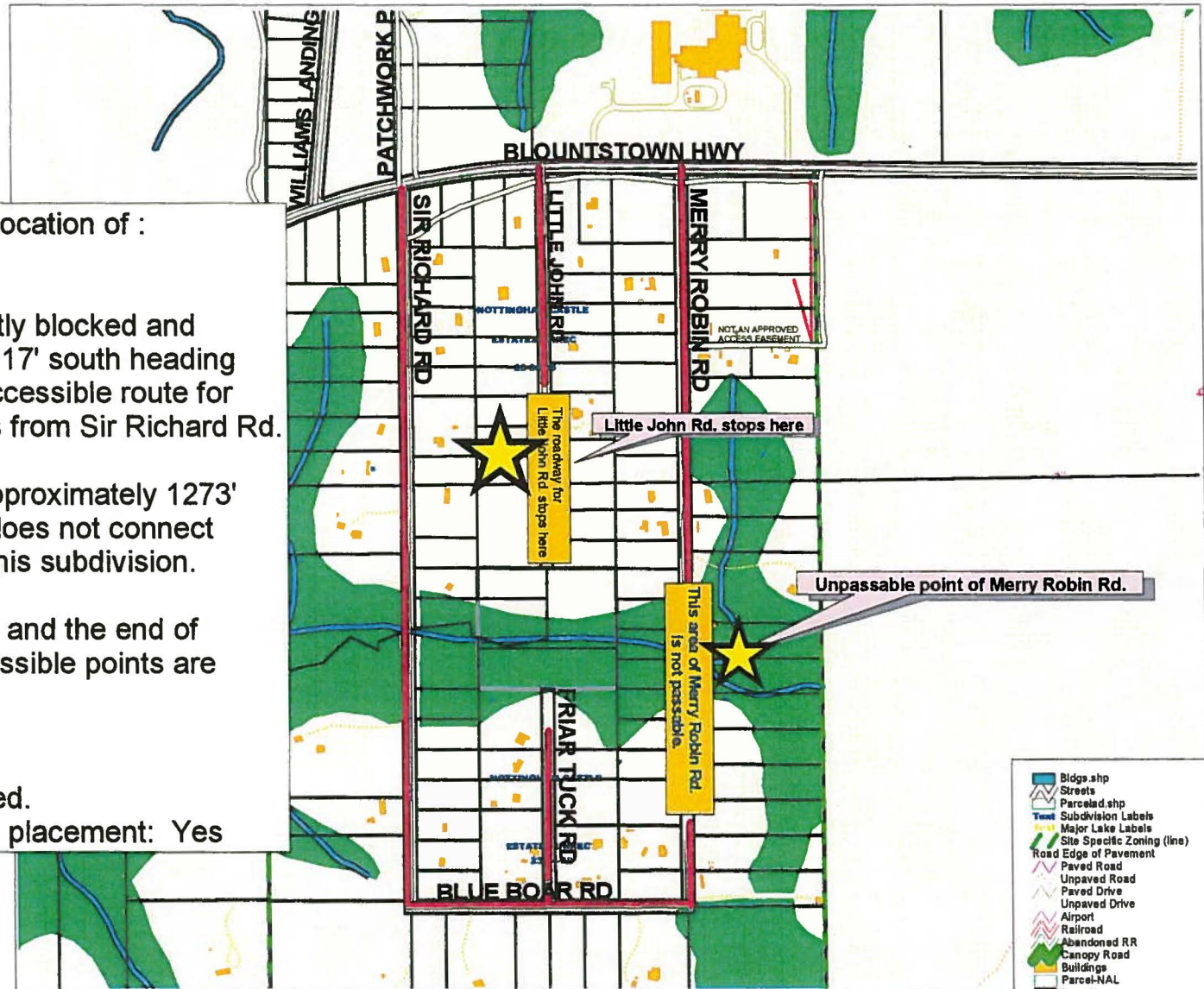
# NOTTINGHAM CASTLE ESTATE LOCATION MAP

## STREET NAME CLARIFICATION

This map is for clarification and location of :  
Nottingham Castle Estate:

1. Merry Robin Road - is currently blocked and unpassable approximately 2117' south heading to Blue Boar Rd. The only accessible route for the end of Merry Robin Rd. is from Sir Richard Rd.
2. Little John Rd - dead ends approximately 1273' from Blountstown Hwy. and does not connect to any other roadway within this subdivision.
3. Blue Boar Rd, Friar Tuck Rd. and the end of Merry Robin Road, only accessible points are from Sir Richard Rd.

- Township: 23-34, 1N 3W
- Roadways are: Private/unpaved.
- Developed/ready for street sign placement: Yes



**GIS**

Note: this product has been compiled from the most accurate source data from Leon County and City of Tallahassee. 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 users own risk. Leon County and the City of Tallahassee assume no responsibility for any use of the information contained herein or any loss resulting therefrom. In addition The Leon County Property Appraiser's office assumes no responsibility for any draft parcel data represented herein.





**Item 1: Merry Robin Rd Segmented In Town Ship and Section 23-34**

The property owner of parcel 233405 E0050 just recently purchased this property and wanted his address changed from 849 Merry Robin Rd to a Blue Boar Rd address due to the segmentation of Merry Robin Rd. He further stated that he had concerns relating to 9-1-1 delay due to the segmentation of Merry Robin Rd. This street segmentation issues are due primarily to environmental constraints, specifically a creek bed which is impassable, thus segmenting the rest of the street.

**Supporting Policy Language on Page 6 of the AP&P Manual**

**Joint Addressing Steering Committee Street Renaming Policies**

Effective with the adoption of the proposed Joint Leon County/City of Tallahassee Street Naming and Property Numbering System Ordinance, the County Administrator and City Manager authorized and directed the Joint Addressing Steering Committee (ASC) to change those street names that were a safety hazard to life and property in accordance with these procedures. All duplicate or phonetically similar streets names slated by the ASC must be presented as an agenda item to the Board of County Commissioners or to the Tallahassee City Commissioners prior to moving forward on the re-naming of the selected streets targeted for renaming by the ASC.

Street names will be required to be changed at the direction of the ASC if they duplicate, are phonetically similar to, or create emergency delays for 9-1-1 response agencies, as well as be otherwise easily confused with other street names.

When duplicated, phonetically similar or otherwise confusing street must be changed. The following priority order shall be considered:

- (a) Street names with rural route boxes.
- (b) The change which would affect the least number of people.
- (c) The street with the least number of intersections.
- (d) The most recently named street.

The Addressing Steering Committee will determine which street names to change using the above criteria.

**Additional Supporting Language can be found in the Uniform Street Naming Ordinance Section 10-11.108, (1).**

**Staff Recommendation:**

Rename the south end of this road which has been separated by overgrown vegetation, as well as the property owners on the north by placing a heavy chain across the road on the north end.

**Leon County Department of  
Development Support and  
Environmental Management**  
Development Service Division  
Addressing Unit  
435 N Macomb Street  
Renaissance Center 2nd Floor  
Tallahassee, Florida 32301  
(850) 606-1300 Fax: 606-1301

**IMPORTANT NOTICE OF STREET RENAMING**

02/02/2015

*Dear Property Owner,*

The Leon County / City of Tallahassee Addressing Steering Committee has identified **MERRY ROBIN RD (SOUTH END)** as a duplicate or sound alike street name, and as such the name **MERRY ROBIN RD (SOUTH END)** will be required to change. This Committee was selected by authority of City and County Government and is made up of officials from Local Law Enforcement, Fire Dept., Emergency Medical Services, 9-1-1 Emergency Services, United States Post Office, Leon County School Board, City of Tallahassee, and Leon County. The Leon County Addressing Unit is charged with completing street name changes as directed by this committee. We realize that a street name is often used to identify an entire community, and changing your street name will create an inconvenience for you and your neighbors. However, for the purpose of Emergency Services and response times, we have found it necessary to change the name of your street. We would not require this change if it were not absolutely necessary.

The Addressing Steering Committee bases its decisions on the following criteria in ranked order: 1. Street names with rural route boxes. 2. The change which would affect the least number of people. 3. The street with the least number of intersections, and 4. The most recently named street.

Because a new street name will play a large role in the identity of your community, we would prefer that families and individuals who own property along **MERRY ROBIN RD (SOUTH END)** have some input into the new name. We have enclosed a Street Naming Application and instructions for completing it, along with a list of property owners who can sign the application.

The Addressing Unit has proposed **BLUE BOAR CT** as the new street name which will become the official name within 30 days of this notice if no completed applications are received.

The deadline to submit an application to name the road is 03/04/2015

We appreciate your cooperation in the matter and urge you to submit a completed application within 30 days of this notice. The most important reason for making this change is for the *health, safety and welfare* of you, and your neighbors.

Thank you in advance for your cooperation in this matter.

Sincerely,

*Leon County Addressing Team*

WILLIAMS GARY E  
WILLIAMS ALICE M  
1040 CANARVON DR  
TALLAHASSEE FL 32317

JOHNSON JACKIE L  
845 MERRY ROBIN RD  
TALLAHASSEE FL 32310

FRAUENTHAL J  
837 MERRY ROBIN RD  
TALLAHASSEE FL 32310

LOI PHAN VAN  
HOANG LE T  
16130 RUSTIC RD  
LOXAHATCHEE FL 33470

TILEY MARY LOU  
1800 MICCOSUKEE COMMONS DR APT 1102  
TALLAHASSEE FL 32308

HOWELL MARK  
STOKES DANNY  
3039 DUPONT RD  
HAVANA FL 32333

MITCHELL CHRISTOPHER  
737 LITTLE JOHN RD  
TALLAHASSEE FL 32310

COLBY GEORGE L III  
834 MERRY ROBIN RD  
TALLAHASSEE FL 32310

MORRIS BETTY  
15112 BLUE BOAR RD  
TALLAHASSEE FL 32310

MORRIS BETTY  
15112 BLUE BOAR RD  
TALLAHASSEE FL 32310

• **Sec. 10-11.108. - Authorization for address corrections.**

The county administrator and/or city manager or designee is hereby directed to require changes as necessary in existing street names and street address numbers, so as to bring such names and numbers into reasonable conformance with the property numbering maps and the adopted uniform street naming and property numbering system policies and procedures.

(1)

*Standards for renaming and renumbering.* Any changes in the names of streets must be approved by the Board of County Commissioners. The county administrator and the city manager shall require address numbers to be changed to streets which are not in reasonable conformance with this article. Street name changes may be required by the Board of County Commissioners only if they duplicate or are phonetically similar to or are otherwise easily confused with other street names in the same response area for the "Enhanced 9-1-1 Emergency Telephone System." Street and address number changes shall be coordinated, to the extent possible, with the City of Tallahassee. When one of two duplicated or phonetically-similar or otherwise confusing street names must be changed the appropriate adopted policies and procedures will be followed.

(2)

*Street renaming.*

a.

When any street is to be renamed pursuant to the requirements of this article, the Leon County Department of Development Support and Environmental Management shall notify by mail all property owners, as set forth in the most recent county tax rolls, whose lands abut such street, and shall make a reasonable attempt by public notice to notify the residents or businesses occupying such lands, that the street will be renamed. Cost of all installation of signs shall be the responsibility of appropriate local government. This includes public and private streets regardless of its intersections to public or private streets.

b.

Public notices of the new street name shall be provided in the form of a display advertisement to run in a local public newspaper of general circulation at least 30 days prior to the effective date of change. The advertisement will identify the change of the street name and the effective date of the change. The cost associated for the implementation of this action will be that of the appropriate local government agency as set forth in this article.

c.

For street number changes without street name changes. The city manager and or county administrator or their designees shall notify by mail the affected property owners, as shown on the latest tax rolls, of any street number changes and the effective date of the change.

(3)

*Contents of notice.* The notices provided for in subsection 10-11.108(2)b. above, shall clearly identify the change in street name as it affects each property owner and/or occupant; shall identify the effective date of the change; and shall set forth the property owner's and occupant's obligations pursuant to this article.

(4)

*Recorded plats.* Notwithstanding any other provisions to the contrary in Chapter 10 of the Leon County Code of Laws, the county administrator or their designee is authorized to record a document in a form approved by the county attorney that would notify property owners, in recorded final plats in Leon County, when street names that are specifically listed on the recorded final plat are changed or otherwise modified in accordance with the terms and conditions of the Leon County/City of Tallahassee Street Naming and Uniform Property Numbering Ordinance. The form of the document shall list the plat book and page number of the recorded final plat being referred to along with the former and newly designated street name. In no event shall a replat be required of the recorded final plat for the purposes of the street naming change.

(Ord. No. 09-39, § 8, 11-10-09; Ord. No. 14-10, § 44, 6-10-14)

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #4

April 28, 2015

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

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

**Title:** Request to Schedule Two Public Hearings to Consider Proposed Revisions to the Bradfordville Chapter 163 Development Agreement for May 12 and June 9, 2015 at 6:00 p.m.

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	David McDevitt, Development Support & Environmental Management Director

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Schedule two required Public Hearings to consider proposed revisions to the Bradfordville Chapter 163 Development Agreement for May 12 and June 9, 2015 at 6:00 p.m.

## **Report and Discussion**

### **Background:**

On January 21, 2014, the Board approved a Chapter 163, Florida Statutes, Development Agreement (DA) which implemented roadway infrastructure improvements in the Bradfordville area (Attachment #1). The DA with area property owner, Rick Kearney, provided for:

- 1) the transfer of ownership of County property to Mr. Kearney;
- 2) the relocation of the historic Bradfordville School, which serves as a community meeting area;
- 3) the ownership transfer to the County of land adjacent to the relocated school to be utilized as a County park;
- 4) the reallocation and transfer of development rights previously approved by the County from the north side of Bannerman Road to the south side of Bannerman Road;
- 5) the construction of the Beech Ridge Trail extension from Kinhega to Bannerman Road;
- 6) the construction of a roundabout on Bannerman Road; and,
- 7) the widening of a segment of Bannerman Road (including right-of-way donation) to the west of the new roundabout on Bannerman Road.

To date, the installation of the roundabout on Bannerman Road has been completed and the construction associated with Beech Ridge Trail extension is currently underway. Additionally, the expansion of the commercial shopping area on the south side of Bannerman Road, adjacent to the existing Bannerman Crossing Shopping Center, has been permitted and is currently under construction.

### **Analysis:**

Staff has received a request from the representative of the owner of the property encumbered by the Bradfordville area DA (Attachment # 2). The request is to amend the DA to increase the allowable office from 20,000 to 40,000 square feet, and to increase the retail commercial from 101,500 to 116,500 square feet. In addition, the request includes the addition of a signage and way-finding plan to accommodate the pedestrian-oriented design of the approved site plan for the southern retail commercial component of the development (Attachment #3).

The approved site plan for the portion of the development located south of Bannerman Road includes two buildings with 10,000 square feet of office on the second floor. The initial concept plan for the project, as reflected in the DA, noted 20,000 square feet of office to be located adjacent to the Beech Ridge Trail extension, north of Bannerman Road. The DA amendment request would re-establish this 20,000 square feet of office use north of Bannerman Road. This request is consistent with the Bradfordville Sector Plan and implementing provisions of the Land Development Code (LDC). The stormwater associated with the proposed office use will be accommodated in the stormwater management facility that has been constructed for the northern component of the proposed development and the Beech Ridge Trail extension project.

Additionally, the off-site traffic impacts anticipated for the additional office use will be mitigated by the proportionate share mitigation provided by the property owner in the commitment to right-of-way donation to the County and Bannerman Road capacity improvements, as reflected in the current DA.

The request for an additional 15,000 square feet of retail commercial entitlements will provide flexibility in final site design, including further options for the outparcels planned for the property located south of Bannerman Road. The proposal to increase the retail commercial land uses at this location is consistent with the Bradfordville Sector Plan and implementing provisions of the LDC. The permitted stormwater management facility for the portion of the development located south of Bannerman Road will accommodate the impacts associated with the requested increase in development intensity. The anticipated off-site traffic impacts associated with the additional retail commercial uses will be mitigated by the owners' proportionate share commitments as established in the DA, which will not be modified by the amendment request.

The approved site plan for the portion of the project located south of Bannerman Road reflects a pedestrian-oriented, village concept that includes four buildings that define a public open area internal to the project. This approved design requires a signage and way finding solution that is not consistent with the signage regulations typical of the auto-oriented design initially intended at this location and implemented by the applicable provisions and regulatory criteria of the LDC. Therefore, the property owner is requesting the DA be amended to allow flexibility in the regulatory framework for signage and way finding design solutions applicable to the component of the development located south of Bannerman Road. The design and regulatory flexibility requested would complement the approved site plan that has entrances oriented internal to the site in order to define a public realm and to encourage people to walk, shop, linger, and enjoy the village atmosphere. The signage and way finding solutions would be internal to the project and would not be visible from Bannerman Road, as it would be with an auto-oriented design approach. The signage-related amendment request would not impact the applicability of the Bradfordville Design Guidelines and would require review and approval of a comprehensive signage and way finding plan for the area in question by the County prior to implementation. Staff supports this request because it serves to further implement the approved pedestrian-oriented village center concept, which is consistent with the overall goals and polices of the Bradfordville Sector Plan.

In addition to the three revisions that have been requested by the property owner, staff is proposing several clean-up items in the DA. These include the deletion of Number 9 that outlines proposed amendments to the Bradfordville Sector Plan and implementing land development regulations required to fully implement the DA. All of the revisions noted have been completed and approved by the Board. Also, several typos and formatting issues have been addressed.



The applicant has had preliminary discussions with area neighborhood and property owner associations, who have indicated they do not object to the proposed revisions to the Bradfordville area DA. Staff will agenda the proposal to the DSEM Citizen's User Group for review and recommendations prior to the first Public Hearing. Based on the criteria established in the LDC, the consideration of a proposed amendment to a Chapter 163, DA, requires two advertised Board Public Hearings. Staff is requesting approval to schedule the Public Hearings on May 12 and June 9, 2015.

**Options:**

1. Schedule two required Public Hearings to consider proposed revisions to the Bradfordville Chapter 163 Development Agreement for May 12 and June 9, 2015 at 6:00 p.m.
2. Schedule the two required Public Hearings to consider proposed revisions to the Bradfordville Chapter 163 Development Agreement for alternate dates.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. Bradfordville Area Chapter 163 Development Agreement
2. Letter from Tom O'Steen Requesting Development Agreement Amendment
3. Approved Bannerman Southside Commercial Site Plan

**AMENDED DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is entered by and between Leon County, Florida (“County”), a political subdivision of the State of Florida, and Bannerman Forest, LLC, a Florida limited liability company, Bannerman Crossings V, LLC, a Florida limited liability company, Bannerman Crossings II, LLC, a Florida limited liability company, and Summit Holdings VIII, LLC, a Florida limited liability company, by and through Terra Vista Group, manager or managing member of said entities (collectively referred to as “Developer”).

Recitals:

**WHEREAS**, Summit Holdings VIII, LLC owns that certain parcel of land, formerly owned by the DesSantis Trust, described in **Exhibit A** (hereinafter the DeSantis Parcel); and,

**WHEREAS**, County owns those two certain parcels of land, comprising 7.5 acres, lying to the south of Bannerman Road which are described in **Exhibit B** (hereinafter “County Parcels”). Surrounding the County Parcels are lands owned by Bannerman Forest, LLC, Bannerman Crossings II, LLC and Bannerman Crossing V, LLC (hereinafter the “Bannerman Parcels”) also described in **Exhibit C**. The County Parcels and the Bannerman Parcels constitute the portion of the property subject to this Agreement that lies south of Bannerman Road (“Southern Property”); and,

**WHEREAS**, on February 24, 1998, Leon County and Robert G. Lauder, Wilma B. Lauder, and Fred J. Petty entered into a Development Agreement (“Lauder DA”). The Lauder DA is recorded at Book 2097, Page 1839 in the Public Records of Leon County; and,

**WHEREAS**, subsequent to entering into the Lauder DA, the County purchased a 75 +/- acre parcel of property from Wilma B. Lauder and Fred J. Petty (hereinafter the “Lauder Parcel”). This purchase occurred on May 1, 2002. The Lauder Parcel is more particularly described in **Exhibit D**. The County subsequently sold the Lauder Parcel, less a 10 acre parcel that was sold to Bradfordville Baptist Church, to Richard S. Kearney ( hereinafter “Kearney”) on January 14, 2004, also conveying to him all rights and obligations of the Lauder DA. Kearney subsequently divided said property and conveyed said property to Bannerman Forest LLC, Bannerman Crossing II LLC, Bannerman Crossing LLC, and Leon County. These entities are the successors in interest to the Lauder DA; and,

**WHEREAS**, on June 19, 2002, Leon County entered into an agreement with H.L. Laird and Margaret L. Hirt, James K. Godfrey and Kristin H. Godfrey, the Arlene L. Carter Revocable Trust Agreement and the Bradfordville Hunt Club (“Godfrey-Laird Agreement”) governing the DesSantis Parcel; and,

**WHEREAS**, the County and the Peter A. DesSantis Trust (successor in interest to the Godfrey-Laird Agreement) entered into a Traffic Mitigation Agreement and First Amendment to the Godfrey-Laird Agreement (“Traffic Mitigation Agreement”) on or about July 10, 2008, recorded in OR Book 3881, Page 1760, public records of Leon County, Florida; and,

**WHEREAS**, on December 21, 2012, Summit Holdings VIII, LLC purchased the DeSantis Parcel from the Peter DeSantis Trust becoming the successor in interest to the Godfrey-Laird Agreement, and the Traffic Mitigation Agreement (cumulatively “the DeSantis Agreements”); and,

**WHEREAS**, pursuant to the DeSantis Agreements the Developer is entitled to the net number of new vehicular trips that would be created by a mixed-use development consisting of 75,000 square feet of commercial retail land use and 32 residential dwelling units, approximately 232 trips during the PM peak hour of generation; and,

**WHEREAS**, in consideration for the project roadway impacts generated by the development anticipated in the Godfrey-Laird Agreement, the Developer is obligated to dedicate right-of-way and drainage easements to the County between the northern boundary of the northern parcel and the northern right-of-way of Bannerman Road with the intention that a roadway be constructed within this right-of-way, which will be an extension of Beech Ridge Trail, a public road, extending from the southern right-of-way of Kinhega Drive to the northern edge of the pavement of Bannerman Road (hereafter “Beech Ridge Trail Extension”); and

**WHEREAS**, the County and Summit Holdings VIII, LLC entered into the First Amendment to the DeSantis Proportionate Share Mitigation Agreement and First Amendment to Settlement Agreement to extend the term of the DeSantis Proportionate Share Mitigation Agreement until July 10, 2018; and

**WHEREAS**, the rights and obligations to the Lauder DA and the DeSantis Agreements are held by the Developer; and,

**WHEREAS**, because it is the intent of the Developer and the County that this Agreement be a comprehensive agreement detailing those rights and obligations which remain outstanding in the Lauder DA and the DeSantis Agreements, all unexercised rights or unfulfilled obligations are incorporated herein. Those rights and obligations not specifically mentioned herein are deemed extinguished or satisfied; and,

**WHEREAS**, County is desirous of exchanging the 7.5 acre County Parcels for a +/- 17.8 acre parcel contained within the DeSantis Parcel, which shall be designated as a passive park, public road right-of-way and a regional storm water facility contained therein **Exhibit E**; and,

**WHEREAS**, Developer desires to participate in the exchange referenced above and desires to develop certain lands along Bannerman Road within the DeSantis parcel and also the County Parcels along with other contiguous parcels it presently owns into one (1) cumulative commercial/retail and residential center as depicted in **Exhibit F**; and,

**WHEREAS**, the developer wishes to utilize/allocate the DeSantis entitlements (listed above) in combination/addition to the 83,156 SF of existing retail/commercial development (Bannerman I and II) entitlements, to develop one (1) mixed-use project (see **Exhibit F**). The developer proposes (up to); ~~101,500~~ 116,500 SF of retail/commercial ~~(anticipated to be allocated with 25,500 SF north of Bannerman~~

~~Road & 76,000 SF south of Bannerman Road), 20,000~~40,000 SF of office ~~(north of Bannerman Road),~~  
and a maximum of 153 single family residential units ~~(south of Bannerman Road);~~ and

**WHEREAS**, this Agreement is a Development Agreement adopted pursuant to Chapter 163, Florida Statutes, and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and the powers of Leon County as a charter county.

**NOW, THEREFORE**, in consideration of the mutual promises and premises set forth herein, Leon County and the Developer (the “Parties”) enter into this First Amendment to the Lauder Development Agreement, Second Amendment to the DeSantis Proportionate Share Traffic Mitigation Agreement, and Second Amendment to the Godfrey-Laird Settlement Agreement, as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference as if specifically set out.
2. Comprehensive Plan Consistency. All of the properties contemplated in this agreement are within the Bradfordville Future Land Use Category of the Tallahassee / Leon County Comprehensive Plan and further implement the development patterns identified in Policy 1.7.9. The proposed uses and densities / intensities are within the development patterns thresholds and will locate commercial development within the Thomasville Road / Bannerman Road node as envisioned. The County has determined that, upon full implementation of this Agreement, the development permitted or proposed shall be consistent with the Tallahassee-Leon County Comprehensive Plan and land development regulations.
3. Property Transfer.
  - a. Property Exchange. The County will transfer to Developer, via County Deed the County Parcels, with no encumbrances or title exceptions excepting for those identified in **Exhibit B-1**. Developer will transfer to the County, via Statutory Warranty Deed, the 17.8 acre parcel (Beech Ridge Trail Extension right-of-way, community center site, stormwater ponds and passive park), as described in **Exhibit E**, free and clear of encumbrances and title exceptions excepting for those identified in **Exhibit A-1**. The transfer of said properties shall occur upon completion of the construction by Developer and acceptance of dedication by the County of the Beech Ridge Trail Extension.
  - b. School House Relocation. The Developer, at their expense, will relocate the Historic County School House (“School House”) to an agreed-upon location on the DesSantis parcel no later than 60 days following the acceptance of Beech Ridge Trail Extension by the County. The Developer will take special precaution and care in moving the School House to maintain the structural integrity of the building. The Developer will provide the following at the new School House site: 1) installation of asphalt (or other material acceptable to the County) ingress/egress through curb return, 2) gravel parking lot with 15 parking stalls and 1 concrete handicap accessible parking space, 3) all necessary utility connections, 4) structurally designed concrete piers to set house, 5) sidewalk from the

handicap accessible parking space to ingress/egress ramp 6) stabilize site and relocation of the Capital Area Flood Warning Network (CAFWN) weather monitoring equipment to the new site. The site and building will be owned and operated by Leon County as a Community Center.

4. Beech Ridge Trail Extension and Passive Park

- a. To mitigate for the roadway impacts anticipated to occur as a result of the development contemplated by the Agreement, the Developer will dedicate to the County right-of-way and drainage easements between the northern boundary of the DesSantis parcel and the northern right-of-way of Bannerman Road with the intention that a roadway be constructed within this right-of-way, which will be an extension of Beech Ridge Trail, a public road, extending from the southern edge of the pavement of Kinhega Drive to the northern edge of the pavement of Bannerman Road. The dedication will include sufficient area to provide for the construction, operation and maintenance of facilities for stormwater treatment, including drainage easements, for the run-off generated by the Beech Ridge Trail Extension. The dedicated right-of-way shall be no less than sixty (60) feet in width, which may require that a governmental subdivision be approved.
- b. Funding and construction of the Beech Ridge Trail Extension shall include all design, surveying, engineering, permitting, testing, construction management or other costs associated with the construction of the Beech Ridge Trail extension and associated stormwater treatment. The design process shall include submittal of design documents to Leon County Public Works and Leon County Development Support and Environmental Management for review, comments (which comments shall be implemented by the Developer) and approval, as appropriate, at the customary points of design completion: 30%, 60%, 90%, and 100% of design completion. Leon County Public Works and Leon County Development Support and Environmental Management shall be afforded adequate time for this review, including not less than 30 days for review of final plans for final approval at 100% completion. The County must approve or reject the final plans within 60 days, exclusive of time required for the applicant to respond to a notice of application deficiency, or it shall be deemed that the County has approved the final plans as submitted.
- c. Developer will bear the costs of designing, surveying, engineering, permitting, conducting evaluations/investigations and cost of the construction of the Beech Ridge Trail Extension and associated storm water facilities.
- d. Developer has agreed to contribute to the County one-half of the cost, on a reimbursement basis, not to exceed a total contribution of \$100,000.00 for surveying, engineering, designing, and permitting a roundabout at Kinhega Drive and of the acquisition of needed right-of-way to access the roundabout and for construction of the roundabout. Of the committed funds, \$36,734.00 of the Developer's contribution

remains outstanding. Attached as **Exhibit G** is the acknowledgement from the County confirming the Developer's contribution to-date.

- e. The County shall be responsible for all remaining costs of permitting, design, construction, and additional right of way acquisition needed for the roundabout at Kinhega Drive and Beech Ridge Trail (that exceed the contribution by the Developer) along with the needed acquisition and cost of the necessary right-of-way or easements for the Beech Ridge Trail stormwater pond outfall. The County will acquire all necessary rights of way and/or easements in timely manner and fund construction of said roundabout commensurate with the final approval of this agreement by the County Commission. The County will, upon execution of this Agreement, in a timely manner, take all required steps to acquire the drainage easement as depicted in **Exhibit E.**, attached. Should said drainage easement not have been acquired by the date which is 60 days prior to the estimated date of the acceptance of the dedication of Beech Ridge Trail Extension by the County, then the County shall initiate a "quick take" condemnation of the drainage easement. The County shall not withhold the permitting of the construction of Beech Ridge Trail and associated stormwater ponds due to the lack of said drainage easement.
- f. Beech Ridge Trail Extension shall be designed and constructed as a collector street, consistent with the parameters established by and in coordination with Leon County Department of Public Works, and shall include the following design elements: two eleven-foot wide travel lanes; curb and gutter along each side of the street; four-foot wide bicycle travel lanes along each side of the street; a sidewalk of no less than five feet of width to be provided along one (1) side of the street; conveyances for stormwater; a stormwater detention or retention facility in compliance with the Bradfordville Stormwater Standards and the Bradfordville Sector Plan, with adequate access thereto; a traffic signal at the intersection of Beech Ridge Trail and Bannerman Road, including associated support structures, signal box, pedestrian crossing signals, and wiring, the cost of which shall be borne by the Developer.
- g. The Developer may proceed with the construction of the Beech Ridge Trail Extension and reserves the right to design, permit, and build a temporary road terminus with its associated stormwater infrastructure. If feasible, the County will fund the Beech Ridge Trail Extension roundabout construction commensurate with Developer's issuance of an invitation to bid for the construction of the Beech Ridge Trail Extension. The Developer's invitation to bid will also include the roundabout (as addendum) and to construct the roundabout via 'construction agreement' between the County and Developer.
- h. Upon the final completion of the construction of Beech Ridge Trail Extension and associated storm water facilities construction, and acceptance of that construction by Leon County Public Works, the Developer shall dedicate or convey the ownership of

Beech Ridge Trail Extension right-of-way to Leon County along with all applicable drainage conveyances to the stormwater management facilities, and the said stormwater management facilities, subject to the Board of County Commissioners' acceptance. The construction and dedication of Beech Ridge Trail Extension to Leon County qualifies as significant benefits under the provisions of Section 6.2.5.3.b. of the Leon County Concurrency Management Policies and Procedures Manual, adopted on November 14, 2006.

- i. The parties agree and understand that the commitments for the construction, dedication and acceptance of Beech Ridge Trail Extension, in its entirety, shall be pre-requisites for the issuance of any certificate of occupancy for any building constructed on the DeSantis Parcel. Except, however, should the County fail to construct its portion of the road and roundabout, such failure shall not affect the Developer's right and ability to obtain building permits for development on the DeSantis Parcel and the commercial parcels on the south side of Bannerman Road. In such case, the northern termination of Beech Ridge Trail Extension shall be at the north property line of the DeSantis Parcel.
- j. As a condition of any development order or environmental permit, pursuant to this Agreement, the Developer shall provide a surety device for the construction of Beech Ridge Trail Extension and associated improvements as specified herein, which have not been constructed. The surety device shall:
  - (1) Be acceptable to and approved by the County Engineer and the County Attorney; and, cover 110 % of the cost of any uncompleted road, storm water management conveyance improvements, or other required infrastructure as estimated by the engineer of record and approved by the County Engineer; and,
  - (2) Be conditioned upon completion of construction and dedication of roads and storm water management conveyances as shown on the approved construction plans within 18 months, or as extended by the county engineer; and,
  - (3) Be payable solely to and for the indemnification of Leon County.
- k. The Developer shall provide a surety device, payable solely to and for the indemnification of Leon County, in the amount of 10% of the total cost of all required improvements as approved in the site and development plan to cover defects in materials and/or workmanship for two years for the Beech Ridge Trail Extension.

##### 5. General Development Requirements

- a. Design Standards. Development shall comply with the Bradfordville Site and Building Design Standards Manual to the extent that it does not impact the original development rights granted under the DeSantis Agreements.
- b. Traffic Concurrency.

- (1) Utilizing the latest ITE Trip Generation Manual, the Developer, in conjunction with the Leon County Department of Development Support and Environmental Management, has performed and completed the 'Traffic Concurrency Application' (dated 5/22/2013, amended 10/15/2013) which calculated and compared the aggregate sum of all existing and proposed non-residential (shopping center (184,656 SF)/office (20,000 SF)) and residential (153 units) PM peak hour trips for the entire mixed-use development against the cumulative sum of: 1) the number of trips already approved for the existing 83,156 SF retail/commercial development; and 2) what is reserved in the DesSantis Agreements (approximately 232 trips) during the PM peak hour of generation. Any net new external PM peak hour trips for the development will be identified after deducting the previously reserved transportation concurrency trips. The calculated net external PM peak hour trips are 219 VPH and have minimal adverse effect on the surrounding roadway capacity network. To quantify, the proportionate cost by the developer to mitigate the offsite deficit presented by this proposed development is approximately \$64,451.
- (2) Signal and Turn Lane. Signal Warrant and Turn Lane Analysis (5/28/2013) was performed by Developer, at the request of Leon County Public Works Department, to ensure traffic operational safety along the Bannerman Road Corridor with respect to: 1) the proposed new intersection and signal at Beech Ridge Trail/Bannerman Road, and 2) the proposed shopping center and residential expansion west and north of the existing Bannerman Crossing development. The conclusion of this report shows that the Signal is warranted at its new location and modifications to Bannerman Road within its existing rights of way/pavement can be achieved to properly accommodate signal and new development (see 6.a below). It was determined however that a new westbound left turn lane off Bannerman Road to the future extension of Quail Common Drive south is recommended and would be beneficial to the residential development. This improvement is not immediately needed and furthermore is the second ingress/egress for the residential portion of this development and therefore could be built as part of the Bannerman Road widening project (see 6.d below for further detail). The anticipated cost of building the westbound left turn lane is approximately \$75,000 will be constructed during the widening of Bannerman Road. The traffic analysis will be updated during site plan review based on trip generation calculated from the proposed final development.
- (3) Developer Roundabout Expense: The remaining commitment due to the County for the Roundabout by the Developer is \$36,734. Said amount shall be offset against the benefits set forth in 5.b.(4), below.



- (4) Significant benefits to offset additional offsite PM peak trips, turn lanes, and roundabout (and all associated costs) as determined in 5.b.(1), (2), and (3), above:
- (a) The 40' of land (1.5 ac.) provided by Developer along south side of Bannerman Road as described in 6.e. below is valued at \$900,000.
  - (b) The 20' of land (0.23 ac.) provided by Developer along north side of Bannerman Road as described in 6.c. below and the stormwater treatment and attenuation provided for same by the Developer. Is valued at \$125,000.
  - (c) Relocation of Beech Ridge Trail Extension by Developer at Bannerman Road approximately 300' west of previously approved DeSantis agreement location as described in 6.a. below is valued at \$75,000.00.
- (5) Costs required by Developer as described in 5.b.(1), (2), and (3) above total approximately \$176,185 and the value provided by the developer as described in 5.b.(4) above totals approximately \$1,100,000.00 for a net value owed to the developer of \$923,815. The developer will be allocated a credit of \$923,815 to be used towards the funding of the Bannerman Road widening project, should additional concurrency mitigation is necessary. The Bannerman Road widening project may be constructed in phases, with the first phase occurring from Beech Ridge Trail to the drainage divide located approximately 900' west of Quail Commons Drive. Additional significant benefits provided by Developer could be realized by the County in land provided by the Developer for stormwater treatment/attenuation for this initial phase of Bannerman Road widening as further discussed in Section 6.(b) and (e) below.

c. Entitlements.

- (1) As concurrency has been finalized and properly mitigated, three (3) categories of land use entitlements will be created for all future development to allocate concurrency:
- (a) Shopping Center (commercial/retail) (~~101,500~~ 116,000 square feet);
  - (b) Office (~~20,000~~ 40,000 square feet);
  - (c) Residential (153 single family);
- (2) Land Use Conversion Tables. A land use conversion table is attached hereto as **Exhibit H**, utilizing the latest Traffic and Transportation Engineering methodologies, that interconnects the three (3) categories, above, shall be utilized should future land use changes be requested by the Developer.

- d. Public Transit. The Developer will coordinate with Star Metro to locate a transit stop and shelter on the Developer's parcel lying south of Bannerman Road should Star Metro determine need and have appropriate funds to implement. The costs of design, permitting, construction, and installation of such a transit stop/shelter shall be borne by Star Metro with the exception of the concrete pad for the stop/shelter, which will be borne by the Developer. All future maintenance of said stop/shelter will be determined at later date between the parties.
- e. Natural Area.
  - (1) The Developer will donate the undisturbed lands that remain outside the limits of Beech Ridge Trail Extension right-of-way, stormwater management ponds, Community Center, and the proposed commercial development lying on the north side of Bannerman Road to Leon County. These areas will be available for use towards natural area credit for future development north of Bannerman Road, including existing or manmade wetlands (wet ponds), and otherwise consistent with the County's GRACE program.
  - (2) Open Space may be included in rezoning and/or sector plan amendments if needed to achieve Natural Area credit. To the extent that the natural area is not sufficient onsite, for off-site credit the Developer may use the County's GRACE program to provide required open space mitigation offsite. All wetlands, watercourses, and stormwater facilities that are designated as wet ponds may count towards the Natural Area requirement.

6. Improvements to Bannerman Road.

- a. The Developer will bear the costs to redesign and permit the intersection of Beech Ridge Trail Extension and Bannerman Road so that such intersection aligns with the new proposed entrance to the development on the Southern Property presently undeveloped. The 5/28/2013 Signal Warrant and Turn Lane Analysis has demonstrated that maintaining the existing westbound left turn lane off of Bannerman Road into the existing Bannerman Crossings shopping center in conjunction with the proposed westbound left turn lane at the new traffic signal is allowed. The Developer is responsible for any and all median construction/ reconstruction, signage and striping for said turning movements associated with the realignment. Once construction/reconstruction is complete and a reasonable time period has occurred allowing for vehicle traffic patterns to adjust, the County may eliminate the left turn movement at the first existing entrance and consolidate left turn events to the signal at Beech Ridge Trail should traffic problems not be resolved through signal timing.
- b. Pursuant to the PD&E study done by RS&H for the widening of Bannerman Road, the Developer under the direction of the County will conduct (at County expense) a stormwater analysis (for phase I as described in 5.b.(5) above) to determine if right-of-

way costs can be minimized and/or eliminated by utilizing Developer land south of Bannerman Road to treat/attenuate stormwater run off from the proposed Bannerman roadway widening. Based upon those results, a detailed construction cost assessment will be conducted to determine the economic viability of proceeding with the design, permitting and construction of this initial phase of Bannerman Road widening. Should such an arrangement be determined to be desirable by the Board of County Commissioners, the Board may consider an agreement for the engineering and/or construction of the project, which may authorize the Developer (at county expense) to proceed with the design and permitting of the initial phase of Bannerman Road widening as preliminarily designed by RS&H in said PD&E study. Furthermore, the proposed county widening of Bannerman Road will not affect Developer's construction of Beech Ridge Trail Extension or its realignment with Bannerman Road. Should the County proceed with the 'First phase' widening of Bannerman Road commensurate with the Developer's construction of Beech Ridge Trail the Developer may add this work as an addendum to their construction plans via a construction agreement between the Parties.

- c. Developer will provide 20 feet of frontage along the north side of Bannerman Road from its western property line to the realigned Beech Ridge Trail Extension intersection with Bannerman Road to accommodate the future 10' multipath side walk to be designed and built by Leon County. Developer will provide the capacity/attenuation and treatment for this multi-use path consistent with Leon County standards for the Bradfordville Study Area.
- d. County will maintain full intersection allowances at Quail Common and Bannerman Road, unless future traffic patterns/safety analysis concludes differently. The required westbound left turn lane identified in 5.b.(2) above will be built by the Developer at the total expense of Developer, to be determined, should impacts be recognized prior to County commencing with their Bannerman Road widening project. Should impacts not be recognized as described above, the County will build the westbound left turn lane off Bannerman Road onto the southerly extension of Quail Common Drive as part of their Bannerman Road widening design / construction. Sufficient median is proposed in the County's Bannerman Road widening plans to accommodate this left turn lane. Developer is solely responsible for the design and construction of the southerly extension of Quail Common Drive.
- e. Developer will donate to the County the necessary 40 feet of frontage along the south side of Bannerman Road to accommodate the County's need for additional right-of-way to construct the future widening of Bannerman Road and potentially additional lands outside the donated 40 feet of frontage described above to accommodate the needed stormwater treatment/attenuation for the initial phase of widening of Bannerman road as described in 6.(b) above.

7. Development of the DesSantis Parcel

- a. The portion of the DeSantis Parcel not conveyed to the County, as set forth above and depicted in **Exhibit E**, shall retain and be entitled to +/-25,500 SF of commercial retail space and 20,000 SF of office space with the associated PM peak hour trips calculated from the new cumulative trip assessment determined in 5.b.(1) above and placed appropriately. The approximate location of the intended uses of the remaining parcel is depicted on **Exhibit F**.
- b. The Developer will be authorized to subdivide the portion of the property not conveyed to the County into a maximum of seven (7) commercial lots, with a maximum of three (3) lots west of Beech Ridge Trail, and a maximum of four (4) lots east of Beech Ridge Trail. As shown in **Exhibit F**, access to the commercial properties shall be provided by a rear access road and shall not be permitted directly off Bannerman Road. Design standards will be adopted to relate the western lots to the park via pedestrian access. Fast food drive-through operations will be limited to three of the six parcels that abut Bannerman road. In the event of contiguous fast food development the County will allow; interconnected/shared vehicular and pedestrian access, and minimal landscape medians between parking isles by utilizing cumulative and contiguous natural buffers (cleared of underbrush) along Bannerman/Beech Ridge Trail Extension road frontage to compensate for internal shortfall. A single bank of parking may be allowed on the sides of the buildings facing Bannerman Road and/or Beech Ridge Trail Extension. The commercial buildings should be designed such that the side of the building facing Bannerman Road has doors, windows, or other design elements giving the appearance of accessibility to Bannerman Road. Developer shall install a buffer along the western boundary of the DeSantis Parcel where it is contiguous to Lots 10 and 11, Block C, Killearn Lakes Unit 1. The buffer to be installed will be in compliance with a Type B buffer as set forth in Section 10-7.522 and shall be 10 feet in width, excluding the width of the buffer already in existence on the Killearn Lakes Unit 1 Plat.

8. Development of Southern Property

- a. Interconnectivity. All land use components shall be designed to ensure optimal pedestrian, bicycle and vehicular interconnection(s) with the other land use components of the Southern Property, including interconnectivity between the retail and single-family residential components. To ensure interconnectivity between the commercial/retail component and the single-family component, the first component to be permitted and constructed shall provide both a pedestrian and vehicular interconnection to the component boundary line, in locations which will make future continuation into the second component feasible. The second component to be permitted and constructed shall continue the pedestrian and vehicular interconnection accordingly. In addition, transit opportunities shall be maximized.

- b. Lake McBride Scenic Overlay District. All development on the parcels lying south of Bannerman Road shall comply with and implement the Lake McBride Scenic Overlay District contained in Sec. 10-6.678 the Leon County Code of Laws.
- c. Commercial/Retail. A total of PM Peak Hour trips equivalent to +/- 76,000 SF of commercial retail space will be calculated from the new cumulative trip assessment determined in 5.b.(1) above and provided to the Southern Property.
- d. Single-family residential
- (1) A total of PM peak hour trips equivalent to 153 single-family detached units will be calculated from the new cumulative trip assessment. This total shall be based on the Single Family Detached (210) rate found within the ITE Trip Generation Manual. The trip assessment has been determined in paragraph 5.b.(1) above and provided on the Southern property indicated on **Exhibit F** as single family.
  - (2) The Single-family component will be designed to ensure multiple access points to the other components of the Southern Property.
  - (3) The residential component on the Southern Parcels contains an existing single-family residential (SFR) home. This SFR home is located in the northwestern portion of the Southern Parcels and located within a residential component not directly adjacent to the main body of residential development (refer to Figure "F"). This outlying residential component is located in the Residential Preservation zoning district. The outlying residential component shall only be entitled to further subdivision upon the inclusion of an interconnection between this residential component and the main body of residential development. The inclusion of an interconnection may entitle the outlying residential component to the density afforded by the applicable Residential Preservation zoning district standards noted in Section 10-6.617 of the Leon County Land Development Code (LDC). It should be noted that required infrastructure, traffic concurrency, and any environmental constraints may further limit the number of lots that may be developed. Development included on this property may not exceed the 153 single-family unit allocation for the Development.
- e. Open Space/Natural Area that is indicated on Exhibit F shall serve all development on the Southern Property with the exact boundaries of this land to be designated at permitting.
- e.f. Signage and Way Finding. Based on the pedestrian-oriented, village center concept represented in the approved site plan reflected in Exhibit I, the Developer shall submit a comprehensive signage and way finding plan. The plan shall consider the appropriate signage and way finding solutions for the development in question based on building orientation, number of entrances, and pedestrian access. The total square footage of signage proposed for an individual tenant or establishment included in the plan shall not

exceed the total amount provided by the County's Sign Code. The signage and way finding solutions provided in the plan shall be internal to the project in a manner that they are not visible from Bannerman Road.

9. Amendments to the Bradfordville Sector Plan, Land Development Code, and Rezoning

Bradfordville Sector Plan.

~~(0) The County will consider an ordinance amendment to designate the entire DeSantis Parcel as Commercial Overlay Zone One (CO-1) in the Bradfordville Sector Plan and will confirm that the entitlements for this parcel are included in the allocated commercial square feet anticipated in the Bradfordville Sector Plan.~~

~~(0) The County will consider an ordinance amendment to remove the Commercial/Mixed Use Overlay Zone Two (CMUO-2) of the Bradfordville Sector Plan from the south side of Bannerman Road and to extend the existing CO-1 Overlay to the west.~~

Amendments to the Official Zoning Map

~~(0) The County will consider amendments to the Official Zoning Map to rezone all land subject to this Agreement lying north of Bannerman Road to be Bradfordville Commercial Auto-Oriented District (BC-1).~~

~~(0) The County will consider amendments to the Official Zoning Map to rezone a portion of the property subject to this Agreement lying South of Bannerman Road proposed for retail development and stormwater pond to be Bradfordville Commercial Auto-Oriented District (BC-1).~~

~~(0) The County will consider amendments to the Official Zoning Map to rezone a portion of the land subject to this Agreement lying south of Bannerman road for single family residential development, stormwater pond and natural area to develop at a density of up to 3.5 units/acre based on gross land area.~~

~~(0) The Developer will complete a boundary settlement, or where applicable, a subdivision of property to configure the lot boundaries to conform with the boundaries of the zoning map, as amended.~~

18.9. Declaration of Covenants, Conditions, and Restrictions.

- a. The County and the Developer agree to effectuate an amendment to the Amended Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 3132, Page 782, in the Public Records of Leon County, Florida to allow construction of the development contemplated by this Agreement.
- b. The Amended Restrictive Covenants shall be amended and restated as follows:

- (1) An amended Exhibit "A" (see attached **Exhibit D** to this Agreement) shall be provided which shall indicate the appropriate land uses pursuant to the Second Amendment.
- (2) Article II shall be amended so as to relate only to the existing church parcel which shall be restricted to residential property with a density of one unit per ten acres or less; and a church or other religious facility shall be allowed on a portion of the residential property, provided that the church does not include a cemetery, a day school with more than 150 students or for children of kindergarten age or older, an adult congregate living facility, a nursing home, or similar activity.
- (3) Article III shall be amended so as to relate to the existing and proposed commercial parcels and will be restricted to no greater than commercial zoning.
- (4) Article IV will be amended to relate to proposed residential components and shall provide that any and all development on the portion of the 75.35-acre Property lying within the Lake Viewshed Overlay, as designated in Figure 12 of the Bradfordville Sector Plan, shall be consistent the applicable Leon County Land Development Regulations as set forth in Section 4 of County Ordinance No. 00-31 adopted by the Board of County Commissioners of Leon County on July 11, 2000 (hereinafter the "Ordinance"); provided, however, that single family residential development of Lot 1 shown on Exhibit "A" shall be limited to a density of 3.5 units per 1 acre further restricted to no more than 153 single-family residential units

c. The County agrees that it will take those steps necessary to effectuate and execute said amendment. The Parties understand that the amendment will have to be executed by Bradfordville Baptist Church and Bannerman Crossing, LLC in order for it to be effective. The County makes no representations as to the willingness of Bradfordville Baptist Church and Bannerman Crossing, LLC to executing said amendment. Such amendment is also contingent upon the modification of settlement agreements entered into by Leon County in Case Nos. 1997 CA 2689 and 2000 CA 1784 with Lake McBride Area Residents Association, Inc. and also with Killlearn Lakes Home Owners Association, Inc.

19.10. Indemnification. If this Agreement is challenged in any judicial or administrative action as being arbitrary or unreasonable, inconsistent with the Tallahassee-Leon County Comprehensive Plan, unconstitutional or otherwise invalid or unlawful for any reason, the Developer shall diligently defend such action or, at the option of the Board of County Commissioners in consultation with Developer, shall pay all the County's defense costs and fees which are reasonable and necessary. The Developer shall also 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, as it relates to

such challenge. If the County is unable to perform any of its obligations under this Agreement due to delay caused by litigation or a final order of any court or administrative body or agency, Developer agrees it may not act under this Agreement to enforce such County obligation(s) nor shall Developer have a cause of action against the County for failure to meet such obligation. Additionally, the Developer shall have the right at any time during any such action(s) to withdraw the application for the 163 Agreement, re-zoning application, or request withdrawal of the Sector Plan Amendment.

~~20~~.11. Description of Necessary Development Permits. Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

~~21~~.12. Effects of Annexation. The rights and obligations of this Agreement shall remain in full force and effect in the event that the Property, or any portion thereof, is annexed into the City of Tallahassee. The burdens and benefits of this Agreement shall be binding upon and shall inure to all successors in interest to the County and Owner.

~~22~~.13. Term. The rights and obligations under this Agreement shall run for a period of 20 years from the date of execution hereof or until such time as build out is complete, whichever occurs first.

~~23~~.14. Approval and Effective Date. Approval of the development agreement shall expire unless, within 30 days after approval by the Board of County Commissioners, the agreement is fully executed by all legal owners of the land covered by this Agreement. Within 14 days after the full execution of this Agreement, the County shall record this Agreement in the public records of Leon County. This Agreement shall become effective upon recordation in the public records.

~~24~~.15. Applicable Law. This Agreement shall be interpreted under the laws of the state of Florida.

~~25~~.16. Costs and Fees. In the event of any litigation involving the terms of this Agreement or the duties or obligations of the parties, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, expert fees, consulting fees and all other fees reasonably incurred, and a reasonable attorney's fee in connection therewith, whether incurred at trial or appeal.

~~26~~.17. Binding Effect. The rights and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their lawful heirs, successors, and assigns, and any future owners of the parcels that are described herein.

~~27~~.18. Severability. If any work, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a



separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

~~28.~~19. Complete Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Outstanding provisions in the Lauder DA, Godfrey-Laird Agreement, and DesSantis Traffic Mitigation Agreement are incorporated herein and those rights and obligations not specifically mentioned herein are deemed extinguished or satisfied.

~~29.~~20. Amendments. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by all parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized representatives, have executed this Development Agreement.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Kristin Dozier, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

*Developer Signatures Follow on Next Page*

*Remainder of this Page is Intentionally Blank*

Witnesses:

**BANNERMAN FOREST, LLC,**

\_\_\_\_\_

by: Tierra Vista Group, LLC  
Its Manager

\_\_\_\_\_

By: \_\_\_\_\_  
Claude R. Walker, its Manager

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by  
Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Manager of Bannerman Forest, LLC,  
who: Is ( ) personally known to me or ( ) produced \_\_\_\_\_  
as his identification.

\_\_\_\_\_  
Notary Public, State of Florida

Witnesses:

**BANNERMAN CROSSINGS II, LLC,**

\_\_\_\_\_

by: Tierra Vista Group, LLC  
Its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Claude R. Walker, its Manager

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by  
Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Bannerman  
Crossings, LLC, who: Is ( ) personally known to me or ( ) produced \_\_\_\_\_  
as his identification.

\_\_\_\_\_  
Notary Public, State of Florida

Witnesses:

**BANNERMAN CROSSINGS V, LLC,**

\_\_\_\_\_

by: Tierra Vista Group, LLC  
Its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Claude R. Walker, its Manager

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by  
Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Bannerman  
Crossings V, LLC, who: Is ( ) personally known to me or ( ) produced  
\_\_\_\_\_ as his identification.

\_\_\_\_\_  
Notary Public, State of Florida

Witnesses:

**SUMMIT HOLDINGS VIII, LLC,**

\_\_\_\_\_

by: Tierra Vista Group, LLC  
Its Managing Member

\_\_\_\_\_

By: \_\_\_\_\_  
Claude R. Walker, its Manager

State of Florida  
County of Leon

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by  
Claude R. Walker, as Manager of Tierra Vista Group, LLC, as Managing Member of Summit Holdings  
VIII, LLC, who: Is ( ) personally known to me or ( ) produced  
\_\_\_\_\_ as his identification.

\_\_\_\_\_  
Notary Public, State of Florida

## EXHIBITS

- A. DesSantis Parcel.
- B. County Parcels.
- C. Southern Parcel.
- D. Lauder Parcel.
- E. DesSantis Parcel, proposed.
- F. DesSantis Parcel and Southern Parcel,  
proposed development and use.
- G. County Acknowledgement.
- H. Land Use Conversion Table.
- H.I. Bannerman Crossing Southside Commercial Site Plan.
- I. Proposed Amendments to the Bradfordville Sector Plan  
Commercial Overlay Districts.

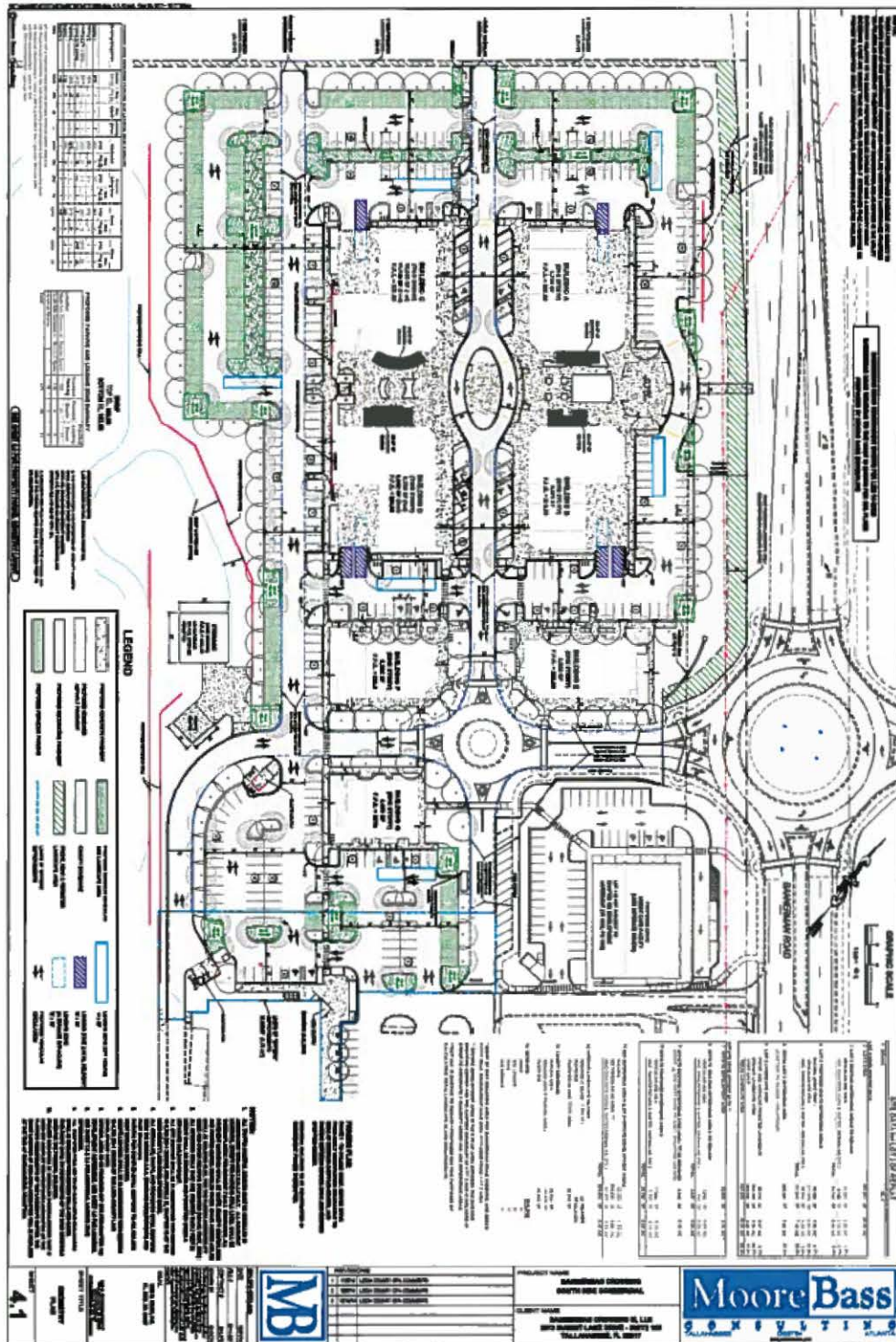


EXHIBIT "I"



Land Use Planning • Engineering Design • Environmental Permitting • Landscape Architecture • Surveying

April 8, 2015

Mr. David McDevitt  
Leon County  
Department of Development Support and Environmental Management  
435 North Macomb Street, 2<sup>nd</sup> Floor  
Tallahassee, FL 32301

Re: Amendment to Bannerman Crossing 163 Agreement

Dear David:

As we discussed, the majority of the commercial development authorized by the Bannerman Crossing 163 Agreement has been designed, permitted and is under construction.

During the design process, it was determined that a transfer of the allocated office space could be allocated from the north side of Bannerman Road (where it was originally anticipated) to the second floor of two of the commercial buildings on the south side of Bannerman Road. Additionally, more accurate market demand has indicated a need for a slight increase in the previously allocated retail commercial entitlement than originally anticipated.

For these reasons, an amendment to the Bannerman Crossing 163 Agreement is sought to increase the anticipated amount of retail commercial (15,000 gsf) and office development (20,000 gsf). Also needed is a clarification of how signage for the project will meet the Bradfordville Design Guidelines.

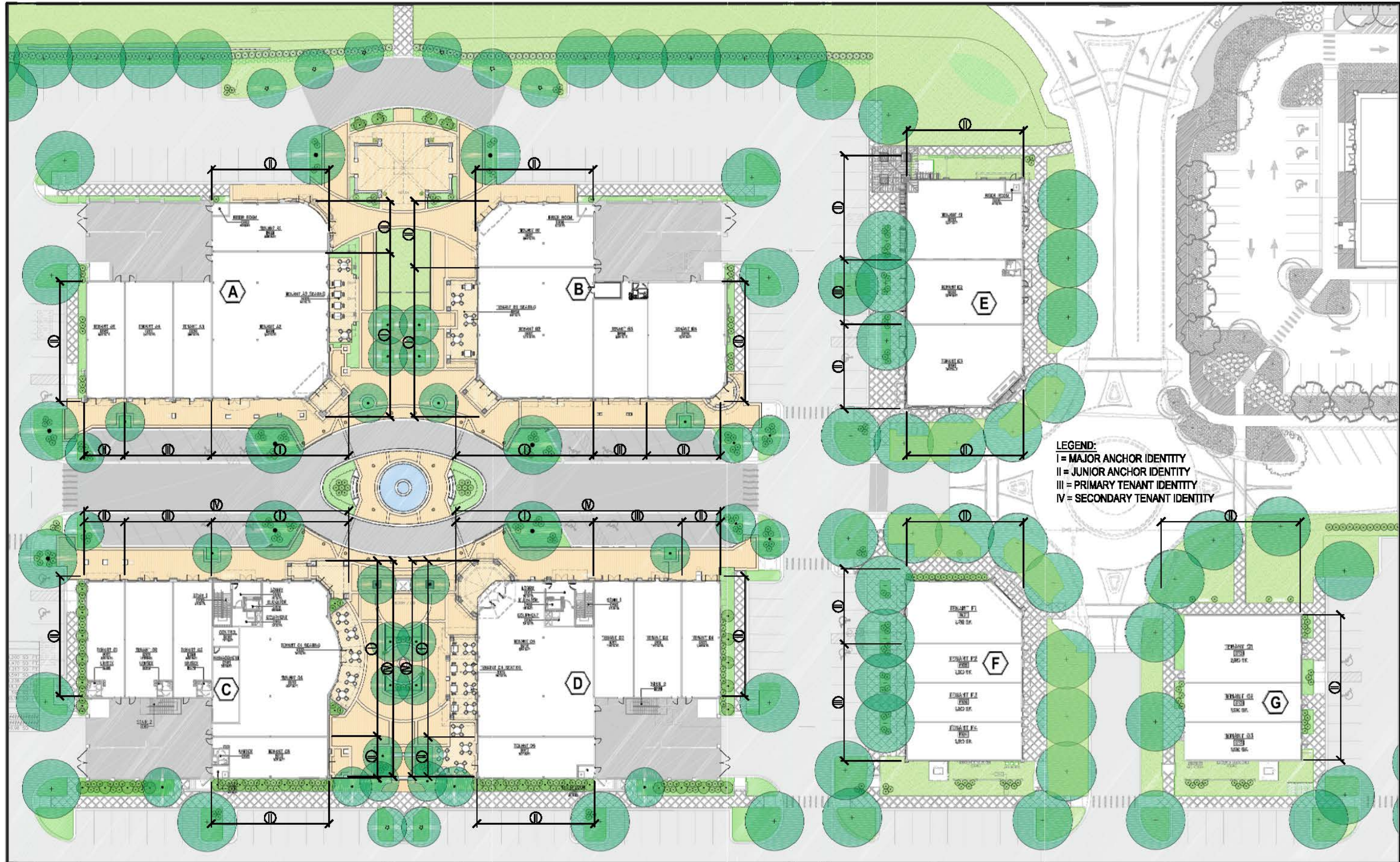
As the authorized agent for the property owner, I would request that you initiate this amendment process and strive to have the final agreement before the Leon County Commission prior to their summer recess.

We look forward to working with you again on this project.

Sincerely,  
Moore Bass Consulting, Inc.

A handwritten signature in black ink that reads "Tom O'Steen". The signature is written in a cursive, slightly slanted style.

Tom O'Steen



**LEGEND:**  
 I = MAJOR ANCHOR IDENTITY  
 II = JUNIOR ANCHOR IDENTITY  
 III = PRIMARY TENANT IDENTITY  
 IV = SECONDARY TENANT IDENTITY

**the Patrick Hodges Land Studio**  
 + Planning  
 + Urban Design  
 + Landscape Architecture  
 + Real Estate Development Consultation  
 TAMPA (813) 982-0280  
 738 Michigan Avenue, Suite 32312  
 Tallahassee, Florida 32312  
 patrick@phlandstudio.com  
 PRLA License Number: 142000853

0 10' 20' 40'  
 ONE INCH EQUALS SIXTEEN FEET  
 SCALE IN FEET

**NORTH**

**Bannerman Crossings**  
 Phase 2 - Retail Center  
 BANNERMAN ROAD & THOMASVILLE ROAD  
 BRADFORDVILLE - LEON COUNTY, FLORIDA

**FWH Architects, Inc.**  
 3336 Grand Blvd, Suite 201  
 Holiday, FL 34690  
 p. (727) 815-3336  
 f. (727) 815-3337

**Summit Group Commercial Properties**  
 2073 Summit Lake Dr, Suite 155  
 Tallahassee, FL 32317  
 (850) 216-5210

**Summit GROUP**  
 COMMERCIAL PROPERTIES, LLC

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #5**




# Leon County Board of County Commissioners

## Cover Sheet for Agenda #5

April 28, 2015

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

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

**Title:** Acceptance of a Declaration of Covenants and Restrictions from Leon County for the Fred George Basin Greenway Park

---

<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 and Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, P.E., Environmental Services Director Jill Weisman, Sr. Environmental Review Biologist

**Fiscal Impact:**

This item has no direct fiscal impact. However, overall operating and personnel dollars have been contemplated in the FY15 and FY16 budgets.

**Staff Recommendation:**

Option #1: Approve and accept for recording a Declaration of Covenants and Restrictions from Leon County for the Fred George Basin Greenway Park (Attachment #1).

## **Report and Discussion**

### **Background:**

The declarant is preserving areas of significant and severe grades, waterbody, wetland, and floodplain consistent with requirements and conditions of the Environmental Management Act. The Declaration of Covenants and Restrictions is required as part of the Environmental Management Permit process (Attachment #1). The Fred George Basin Greenway Park is located on Fred George Road, between Capital Circle Northwest and Woodbriar Lane (Attachment #2). The preserved areas total 102.8 acres.

### **Analysis:**

The proposed Declaration of Covenants and Restrictions places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Declaration of Covenants and Restrictions will require County approval. Leon County, as the property owner, is responsible for maintenance of the protected areas.

### **Options:**

1. Approve and accept for recording the Declaration of Covenants and Restrictions from Leon County for the Fred George Basin Greenway Park.
2. Do not approve and do not accept for recording the Declaration of Covenants and Restrictions from Leon County for the Fred George Basin Greenway Park.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Declaration of Covenants and Restrictions
2. Specific Location Map

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

### **DECLARATION OF COVENANTS AND RESTRICTIONS**

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

#### WITNESSETH:

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

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

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

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

Declarant hereby established a perpetual Conservation Area, which shall be maintained in like fashion to conservation easements in accordance with Section 704.06, Florida Statutes, with exceptions enumerated in the Fred George Basin Greenway Management Plan, prepared by the Tallahassee Leon County Planning Department, dated August 2009 (hereinafter known as the Management Plan), which is on file with the Leon County Department of Development Support and Environmental Management (LCDSEM), for the property, except where this Management Plan conflicts with provisions outlined in a., b., c and d. below:

The following activities are part of the Management Plan for the Property and shall be allowed within the conservation area:

- a. Maintenance of a Trail System that accommodates pedestrians, bicyclists and equestrians.
  1. Existing trails may be cleared to remove encroaching or dead vegetation to maintain access.
  2. Stabilization of existing trails within upland areas may be stabilized with pervious materials if erosion or degradation occurs. Use of impervious material shall only be allowed if approved by LCDSEM.
  3. Stabilization of existing trails within wetlands shall be subject to approval from LCDSEM.
  4. Access to the Fred George Sinkhole shall be restricted to restoration or scientific/education activities. Access shall only be allowed with approval of the Leon County Department of Recreation.

5. Equestrian activity shall be prohibited within 300 linear feet of the Fred George Sinkhole and below elevation 90 feet NAVD 88 unless approved by Leon County's Environmental Services Director.
  6. New trails may be constructed within the conservation area in order to accommodate user demand, subject to LCDSEM approval.
  7. Informational and interpretative signage conforming to Leon County Department of Recreation standards (subject to LCDSEM approval as warranted).
  8. Installation of fencing, handrails, pull-off areas necessary to improve user safety.
- b. Structural improvements described in the Management Plan including the following specific items and subject to permit approval by LCDSEM:
1. Fishing Pier
  2. Wildlife Observation Deck
  3. Trail Extension with Pedestrian Bridge
  4. Picnic Pavilion
  5. Stormwater Trash Traps
  6. Other Boardwalks and Pedestrian Facilities not shown in the Management Plan may be constructed to provide for user safety or enhanced experience as warranted (subject to Permit Approvals)
- c. Structural and non-structural improvements related to the restoration of the wetlands and floodplain areas on the Property. Activities enumerated in the Management Plan include demolition or alteration of berms and structures in the floodplain, streambed

restoration and wetland plantings. Detailed hydrological/hydraulic studies, landscape plans and construction plans will be subject to permit approval by LCDSEM.

d. Non-structural improvements to restore and manage the conservation area on the Property including the following:

1. Removal of invasive plant species enumerated in the Management Plan and more specifically described in the report entitled "Fred George Basin Greenway, Baseline Natural Resources Inventory, by DRMP, Inc., dated November 2013 (hereinafter known as the Baseline Inventory), which is on file with LCDSEM.
2. Removal of feral animal species as enumerated in the Management Plan and more specifically described in the Baseline Inventory.
3. Restoration and management of longleaf pine forest area, as defined by the Baseline Inventory, including planting and prescribed burning as enumerated in the Forest Management Plan prepared by Stanton Rosenthal, IFAS Extension Agent-Forestry, March 27, 2012, which is in on file with LCDSEM.
4. Invasive exotic plants targeted for control within the conservation area must also include plants identified on Leon County's List of Invasive Exotic Plants.

The following activities are prohibited within this conservation area when not associated and/or necessary for the activities identified as part of the overall Management Plan:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground except as noted herein.

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

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from LCDSEM.

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

IN WITNESS WHEREOF, Leon County, Florida, has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Mary Ann Lindley  
CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTEST: BOB INZER, CLERK  
LEON COUNTY, FLORIDA

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

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

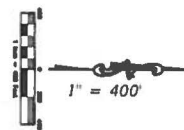
BY: \_\_\_\_\_  
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY



F:\Projects\10-0547-004\_Fred\_George\_Basin\_Greenway\CAD\Design\Natural\_Features - FCBG.dwg Plotter: Mar 10, 2015 - 10:26am by hntfield



CONSERVATION AREA:  
102.8 ACRES ±



PROJECT NO. 10-0547-004	DATE: 03/25/15
SCALE: AS SHOWN	
DATE: 03/25/15	
EXHIBIT A	

**DRMP**  
 ENGINEERS, SURVEYORS, PLANNERS, & SCIENTISTS  
 Certificate of Authorization No. 2048  
 1435 East Palmetto Drive, Suite 210  
 Tallahassee, Florida 32308  
 Phone 904.562.8000 WWW.DRMP.COM

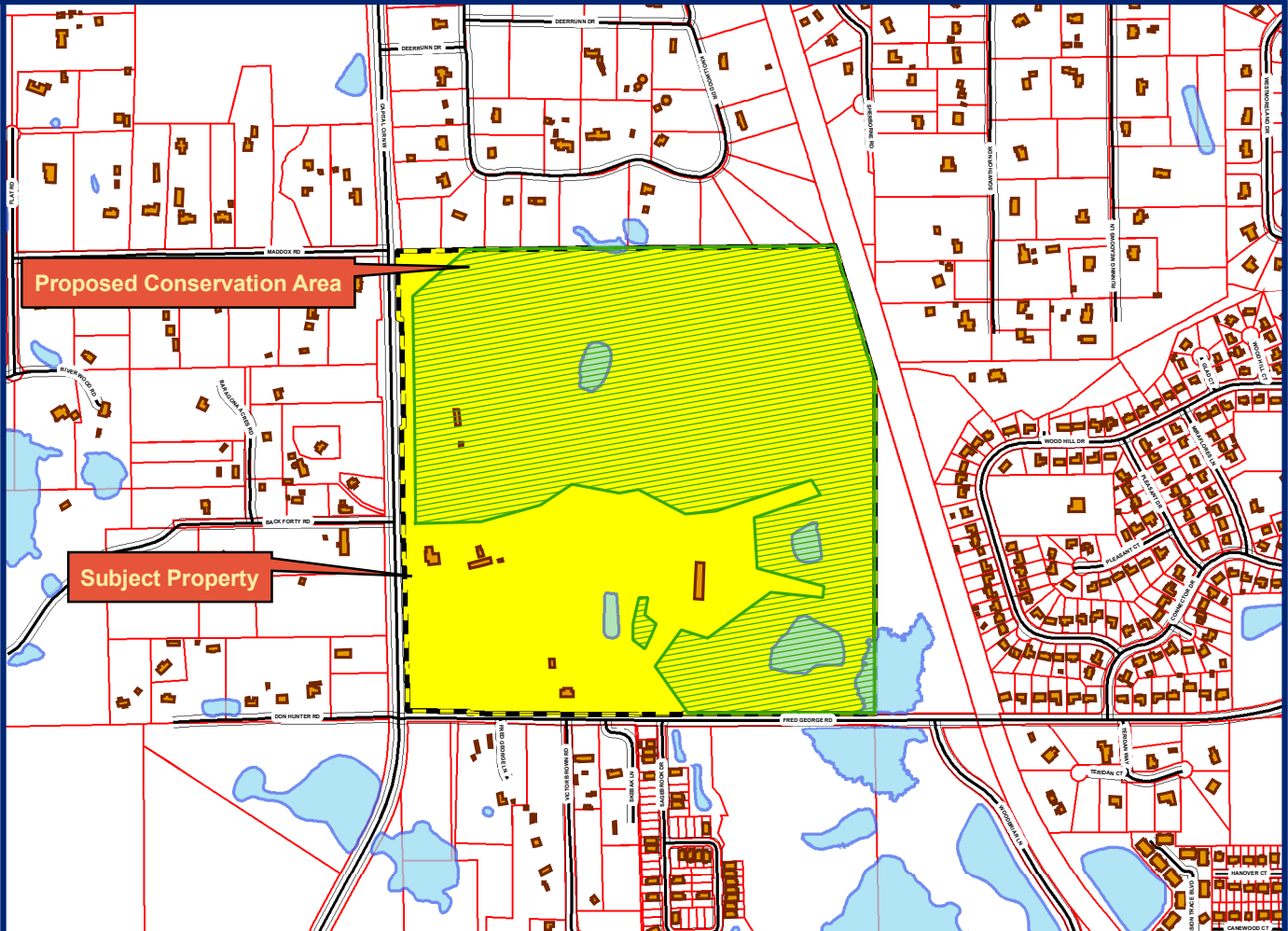
CONSERVATION AREA MAP  
**FRED GEORGE  
 BASIN GREENWAY  
 SITE PLAN SUBMITTAL**  
 LEON COUNTY, FLORIDA

LEON COUNTY DEPARTMENT  
 OF PUBLIC WORKS  
 2280 MCCOSKEY ROAD  
 TALLAHASSEE, FL 32308  
 PHONE (904) 894-1500  
 FAX (904) 894-1500

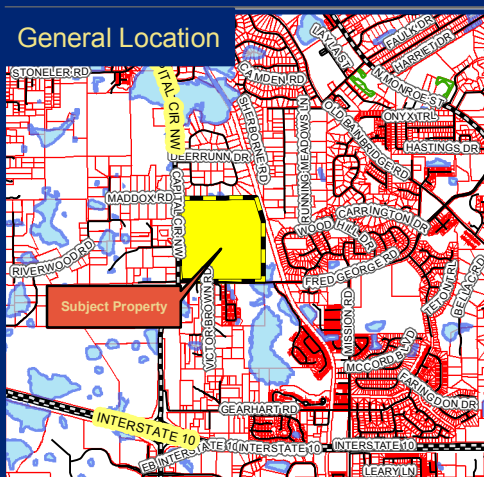
DESIGNED BY	DATE	REVISIONS	
		NO.	DESCRIPTION
DRAWN BY	MAY		
CHECKED BY	SMK		
APPROVED BY	SMK		

Posted at 2:00 p.m. on April 20, 2015

## LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT



### Proposed Conservation Area for the Fred George Basin Greenway Park



1 inch = 1,000 Feet  
0 250 500 1,000 Feet

- Legend**
- Proposed Conservation Area
  - Buildings
  - Waterbodies
  - Subject Property
  - Parcels

*Tallahassee-Leon County*  
**GIS**  
www.tlccgis.org

Note: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #6

April 28, 2015

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

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

**Title:** Acceptance of a Conservation Easement from Proctor Road Farms LLC for the Proctor Road Horse Farms

---

<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 and Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, P.E., Environmental Services Director Jill Weisman, Sr. Environmental Review Biologist

**Fiscal Impact:**

This item has no fiscal impact to the County.

**Staff Recommendation:**

Option #1: Approve and accept for recording a Conservation Easement from Proctor Road Farms LLC for the Proctor Road Horse Farms (Attachment #1).

## **Report and Discussion**

### **Background:**

The grantor is preserving areas of wetland and floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of the Environmental Management Permit process (Attachment #1). The Proctor Road Horse Farms is located on Proctor Road, south of its intersection with Centerville Road (Attachment #2). The preserved areas total 2.81 acres.

### **Analysis:**

The proposed Conservation Easement places the landowner and all other subsequent landowners on legal notice that development is prohibited in the protected areas. Acceptance of the Conservation Easement will require County approval. The proposed Conservation Easement does not create any County maintenance responsibility or any other County responsibility for the Conservation Easement. The property owner will still own and protect the land as appropriate under conditions of the proposed easement.

### **Options:**

1. Approve and accept for recording the Conservation Easement from Proctor Road Farms LLC for the Proctor Road Horse Farms.
2. Do not approve and do not accept for recording the Conservation Easement from Proctor Road Farms LLC for the Proctor Road Horse Farms.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Conservation Easement
2. Specific Location Map

CONSERVATION EASEMENT

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this February 20<sup>th</sup> day of 2015, by Proctor Road Farms LLC, whose mailing address is 2051 2<sup>nd</sup> Avenue NE, Cairo, Georgia, 39828, hereinafter referred to as the "Grantor," to LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", which is attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

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

Removal or pruning of hazardous, diseased or insect infested trees may be permitted upon prior approval from the Leon County Department of Development Support and Environmental Management.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the *Proctor Road Farms LLC Conservation Management Plan*, maintained in the records of Leon County Department of Development Support and Environmental Management, and as may be amended from time to time.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR

Proctor Road Farm LLC  
(Name of Corporation Typewritten)

Brent Moore  
(Signature of Officer or Agent)

Brent Moore Managing Member  
(Print Name and Title of Officer or Agent)

WITNESSES:

[Signature]  
(Sign) Scott Bluntun  
(Print Name)

[Signature]  
(Sign) Jim Nyele  
(Print Name)

STATE OF Georgia

COUNTY OF Thomas

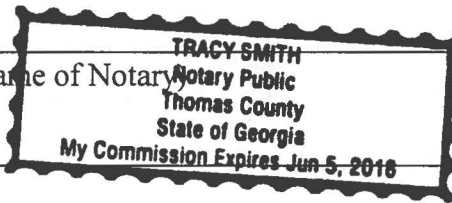
The foregoing instrument was acknowledged before me this 26 day of February, 2015, by Brent Moore,  
(name of officer or agent, title of officer or agent)

of Proctor Road Farms LLC, a Delaware corporation,  
(name of corporation acknowledging) (state or place of incorporation)

on behalf of the corporation. He/she is personally known to me or has produced personally  
known  
as identification. (type of identification)

Tracy Smith  
(Signature of Notary)

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary)



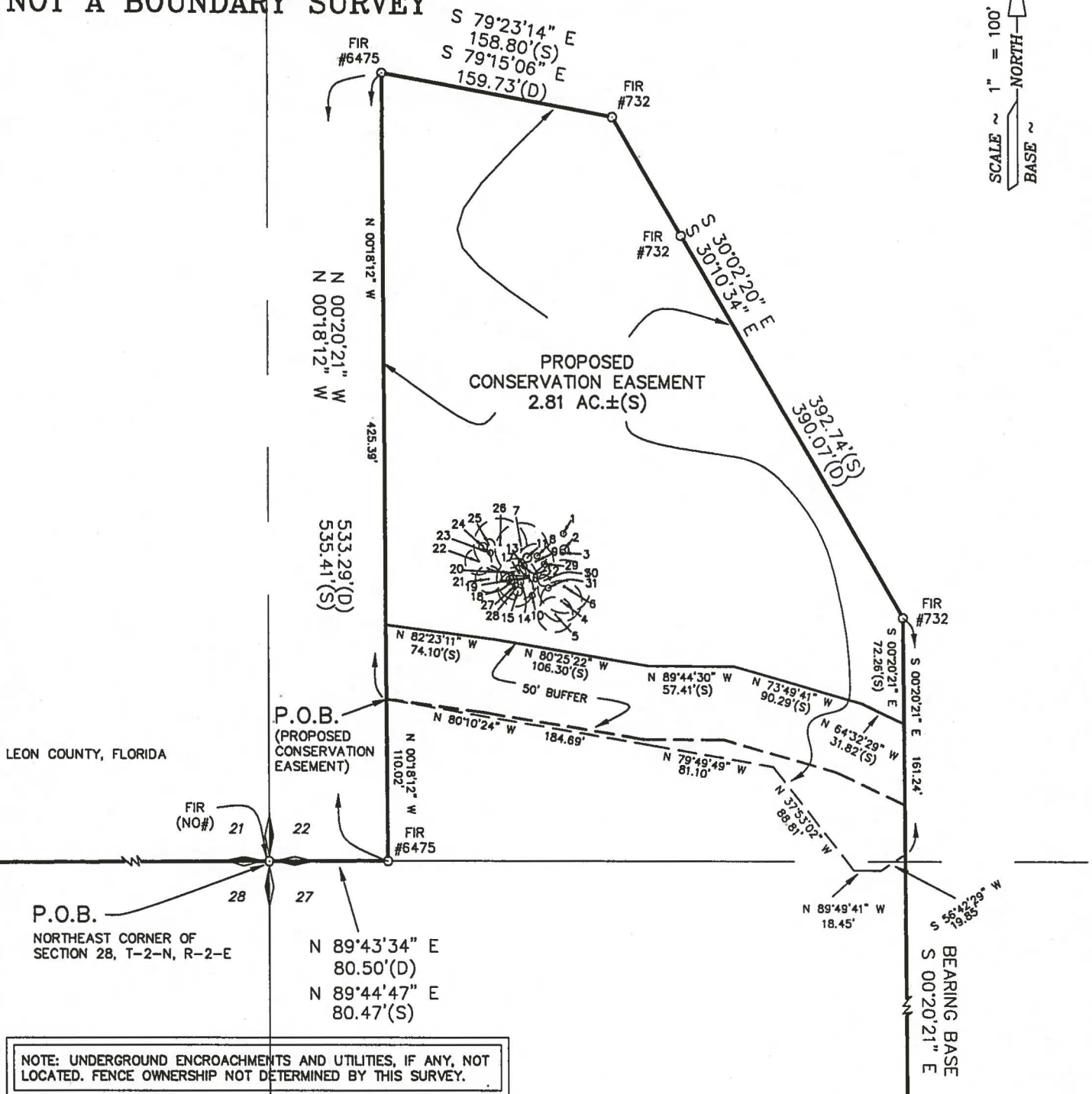
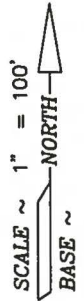
\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, If Any)

This Document Prepared by: Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
Suite 202, 301 South Monroe Street  
Tallahassee, Florida 32301



## SKETCH OF EASEMENT NOT A BOUNDARY SURVEY



**NOTE: UNDERGROUND ENCROACHMENTS AND UTILITIES, IF ANY, NOT LOCATED. FENCE OWNERSHIP NOT DETERMINED BY THIS SURVEY.**

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

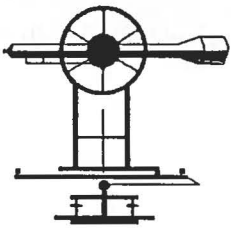
NOTE: THE FLOOD ZONE DESIGNATION DENOTED ON THIS SURVEY SKETCH WAS DERIVED FROM THE FEDERAL INSURANCE RATE MAP AS INDICATED. THE LOCATION OF ANY ZONE LINES WERE GRAPHICALLY SCALED FROM THIS MAP. THIS INFORMATION IS PROVIDED AS IS AND IS NOT INTENDED TO REPRESENT ANY ENGINEERING OR FLOOD PRONE AREA DETERMINATIONS BY THIS FIRM.

<p><b>LEGEND: (GENERAL)</b></p> <p>FCM - FOUND CONCRETE MONUMENT (4" X 4")          FIR - FOUND IRON ROD          FIP - FOUND IRON PIPE          FN/C - FOUND NAIL &amp; CAP          SN/C - SET NAIL &amp; CAP #LB5509          SCM - SET CONCRETE MONUMENT #4016          SIR - SET 5/8" IRON ROD WITH CAP #LB5509          PRM - PERMANENT REFERENCE MONUMENT          (P) - PLAT DISTANCE AND/OR BEARING          (S) - SURVEY DISTANCE AND/OR BEARING          (C) - CALCULATED DISTANCE AND/OR BEARING</p>	<p><b>LEGEND: (LABELS)</b></p> <p>N - NORTH      E - EAST          S - SOUTH      W - WEST          o - DEGREES    ' - MINUTES          " - SECONDS    R - RADIUS OR RANGE          Δ - DELTA (CENTRAL ANGLE)          L - CURVE LENGTH          CL - CHORD LENGTH (CURVE)          CB - CHORD BEARING (CURVE)          P.O.B. - POINT OF BEGINNING          P.O.C. - POINT OF COMMENCEMENT          RW - RIGHT OF WAY</p>	<p><b>LEGEND: (DISTANCES)</b></p> <p>ALL DISTANCES ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD = FEET.</p>	<p><b>NOTE: UNLESS OTHERWISE DENOTED</b></p> <p>ALL DISTANCES SHOWN ARE FIELD MEASURED OR COMPUTED FROM FIELD DATA.</p>
--	--	--	---

This property lies in zone N/A as determined by the Flood Insurance Rate Maps for LEON County, Fl. on Map Number N/A  
 Dated: N/A

<p><b>LAND SURVEYING</b>                  LB #5509                  Tallahassee, Florida 32311</p>	<p><b>GARY G. ALLEN</b>                  Registered Land Surveyor, Inc.                  4101 Apalachee Parkway</p>	<p><b>CIVIL ENGINEERING</b>                  EB #5509                  Phone: (850)-877-0541</p>
--	---	--

<p><b>DESCRIPTION:</b> SKETCH OF EASEMENT</p> <p>DESCRIPTION IS BY METES AND BOUNDS, SEE ATTACHED</p> <p>SECTION <u>22</u>, TOWNSHIP <u>2-NORTH</u>, RANGE <u>1-EAST</u></p> <p>RECORDED IN _____ BOOK _____, PAGE _____, LEON COUNTY, FL</p> <p>DATE OF SKETCH <u>3/10/2015</u></p> <p>FIELD BOOK _____ PAGE _____</p> <p>SCALE <u>1" = 100'</u></p> <p>JOB No. <u>14-519</u></p> <p>FILE NAME: <u>14-519.DWG</u></p>	<p>FOUNDATION ADDED: _____ BY: _____</p> <p>FINAL ADDITIONS: _____ BY: _____</p> <p>DRAWN BY: C.N.</p> <p style="text-align: center;">PAGE 1 OF 2</p> <p>"UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY</p>
<p>I hereby certify that this survey meets the minimum technical standards as established by chapter 61G17-6 of the Florida Administrative Code.</p> <p style="text-align: center;"><i>[Signature]</i>      03-12-15</p> <p style="text-align: center;">MARK T. HENDERSON, P.S.M.                  Professional Surveyor and Mapper                  Florida Registrar # 264</p>	<p>DATE: _____</p> <p>Posted at <u>2:00 PM</u> on <u>APR 20, 2015</u></p>



GARY GEE ALLEN  
REGISTERED LAND SURVEYOR, INC.  
LAND SURVEYING – CIVIL ENGINEERING

GARY G. Attachment #1 RES.  
B.J. ALLEN, Page 5 of 5  
MARK T. HENDERSON, P.L.S., V.P.  
R. MICHAEL LATIMER, P.E., V.P.  
TONI R. GREEN, P.L.S.

4101 APALACHEE PARKWAY  
LEGAL DESCRIPTION  
02-06-2015

TALLAHASSEE, FLORIDA, 32311

E-MAIL: gary@garyallenlandsurveying.com  
PHONE: (850) 877-0541  
FAX NO. (850) 877-0041

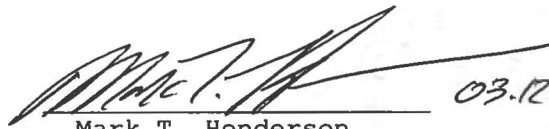
PROPOSED CONSERVATION EASEMENT CROSSING PART OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4675 ON PAGE 365 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

Commence at the Northeast corner of Section 28, Township 2 North, Range 2 East, Leon County, Florida, and run thence North 89 degrees 44 minutes 47 seconds East 80.47 feet; thence North 00 degrees 18 minutes 12 seconds West 110.02 feet to the POINT OF BEGINNING; From said POINT OF BEGINNING continue North 00 degrees 18 minutes 12 seconds West 425.39 feet; thence South 79 degrees 23 minutes 14 seconds East 158.80 feet; thence South 30 degrees 02 minutes 20 seconds East 392.74 feet; thence South 00 degrees 20 minutes 21 seconds East 161.24 feet; thence South 56 degrees 42 minutes 29 seconds West 19.85 feet; thence North 89 degrees 49 minutes 41 seconds West 18.45 feet; thence North 37 degrees 53 minutes 02 seconds West 88.81 feet; thence North 79 degrees 49 minutes 49 seconds west 81.10 feet; thence North 80 degrees 10 minutes 24 seconds West 184.69 feet to the POINT OF BEGINNING.

Containing 2.81 Acres, more or less.

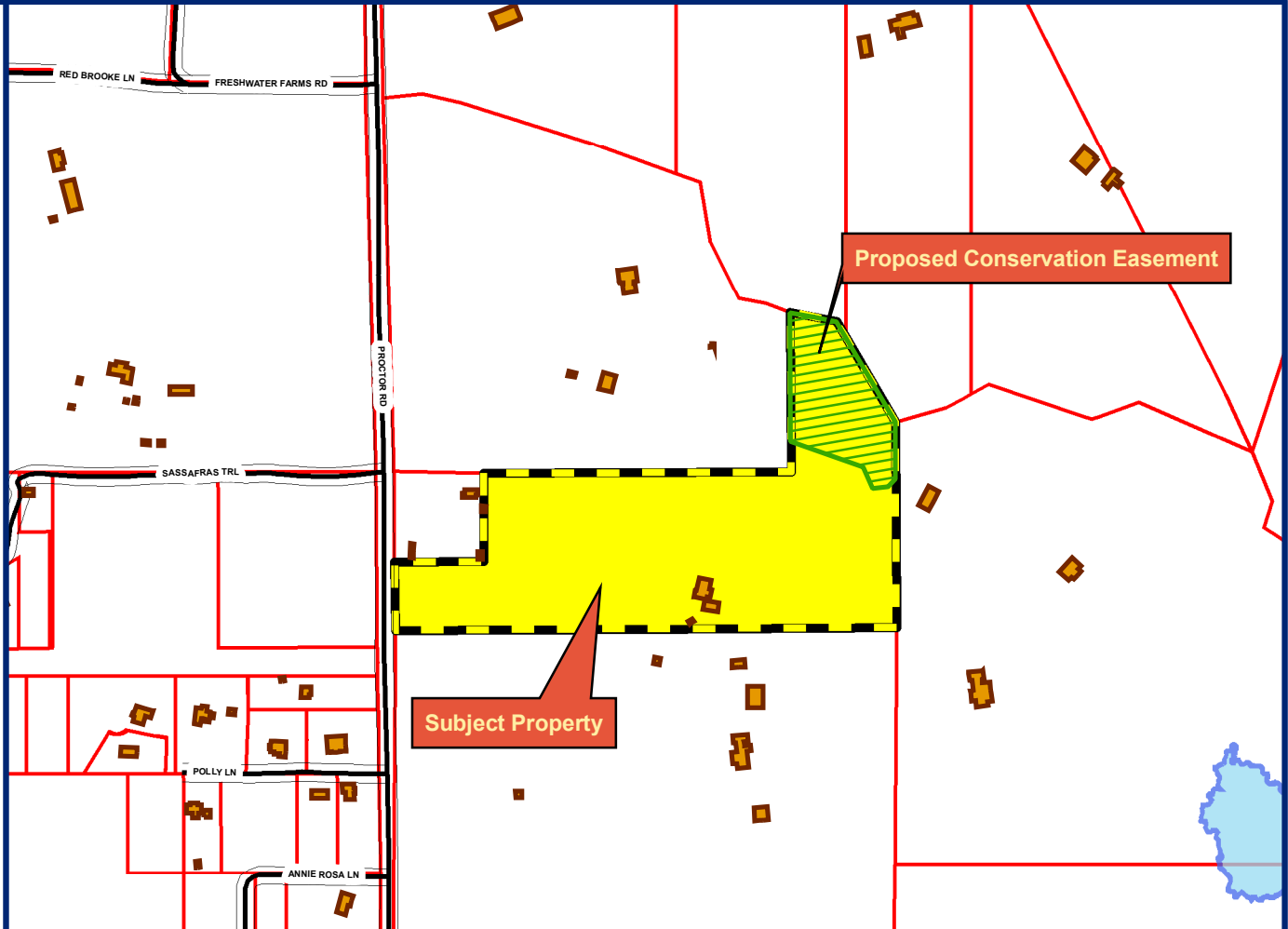
Bearings for this description are based on the Southerly boundary of that property as described in Official Records Book 4675 on Page 365 of the Public Records of Leon County, Florida.

This surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible that there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

  
03.12.15  
Mark T. Henderson  
Reg. Surveyor & Mapper  
Fl. Cert. No. 4354

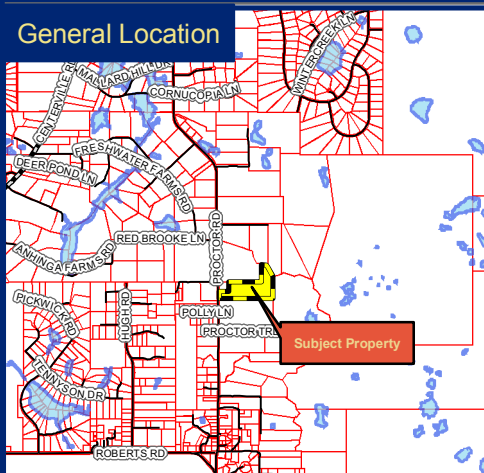
MW (M)  
14-519ConserEase

# LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

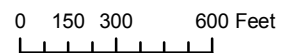


## Proposed Conservation Easement for the Proctor Road Horse Farm




### General Location




1 inch = 600 Feet



### Legend

-  Proposed Conservation Easement
-  Buildings
-  Waterbodies
-  Subject Property
-  Parcels



**Note:** This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #7

April 28, 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 April 28, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of April 29 through May 11, 2015

---

<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 April 28, 2015, and pre-approve the payment of bills and vouchers for the period of April 29 through May 11, 2015.

Title: Approval of Payment of Bills and Vouchers Submitted for April 28, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of April 29 through May 11, 2015

April 28, 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 April 28, 2015 and pre-approval of payment of bills and vouchers for the period of April 29 through May 11, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the April 28, 2015 meeting, the morning of Monday, April 27. 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 fourth Tuesday in April and the first Tuesday in May, it is advisable for the Board to pre-approve payment of the County's bills for April 29 through May 11, 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 April 28, 2015, and pre-approve the payment of bills and vouchers for the period of April 29 through May 11, 2015.
2. Do not approve the payment of bills and vouchers submitted for April 28, 2015, and do not pre-approve the payment of bills and vouchers for the period of April 29 through May 11, 2015.
3. Board direction.

### **Recommendation:**

Option #1.

VSL/AR/SR/cc

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #8**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #8

April 28, 2015

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

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

**Title:** Approval of an Off System Project Maintenance Agreement with the Florida Department of Transportation

---

<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
<b>Lead Staff/ Project Team:</b>	Katherine Burke, P.E., Director of Engineering Services

**Fiscal Impact:**

This item has no current fiscal impact; however, minimum additional maintenance costs for ongoing maintenance are programmed in the Operations Division budget.

**Staff Recommendation:**

Option #1: Approve an Off System Project Maintenance Agreement with the Florida Department of Transportation (Attachment #1), and authorize the County Administrator to execute.



## **Report and Discussion**

### **Background:**

The Florida Department of Transportation (FDOT) identified intersections on its state highway system with local roads that had a higher than average accident rate. The FDOT prepared plans and will install various striping and signage at the following intersections to enhance safety for relatively low cost:

- CR 346 (Ox Bottom Road) at SR 61 (Thomasville Road)
- CR 142 (Old Magnolia Road) at SR 10 (US 90)
- Village Way at SR 263 (Capital Circle NW)
- CR 1583 (Barineau Road) at SR 10 (US 90)
- CR 2204 (Oak Ridge Road) at SR 61 (Wakulla Springs Road)
- Page Road at SR 363 (Woodville Highway)
- Natural Bridge Road at SR 363 (Woodville Highway)

### **Analysis:**

The Engineering Services and Operations Divisions reviewed the proposed striping and signage plans and have approved the installation of the pavement markings and signs within the various County rights-of-way adjacent to the state roads.

The County is responsible for maintenance of the striping and signage improvements within the County approaches to the state highway system. The minimal additional striping and signage added to the County's inventory for maintenance will have a de minimus impact on the Operations Division budget. FDOT is responsible for maintenance of any improvements installed within its rights of way.

### **Options:**

1. Approve an Off System Project Maintenance Agreement with the Florida Department of Transportation (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve an Off System Project Maintenance Agreement with the Florida Department of Transportation.
3. Board direction.

### **Recommendation:**

Option #1.

### **Attachments:**

1. Off System Project Maintenance Agreement
2. Plans of Proposed Improvements

FPID #: 43351935201  
COUNTY: Leon  
FAP #: 8886 523 A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OFF SYSTEM PROJECT MAINTENANCE AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, “DEPARTMENT,” and Leon County, Florida, a charter county and political subdivision of the State of Florida “COUNTY.”

1. Federal funding is available for the costs of signing, pavement marking and other minor related improvements on the following facilities pursuant to Title 23, United States Code; and

- CR 346 (Ox Bottom Road) at SR 61 (Thomasville Road)
- CR 142 (Old Magnolia Road) at SR 10 (US 90)
- Village Way at SR 263 (Capital Circle NW)
- CR 1583 (Barineau Road) at SR 10 (US 90)
- CR 2204 (Oak Ridge Road) at SR 61 (Wakulla Springs Road)
- Page Road at SR 363 (Woodville Highway)
- Natural Bridge Road at SR 363 (Woodville Highway)

2. The DEPARTMENT is preparing to undertake a project within the COUNTY identified and known to the parties by Financial Project I.D. 433519-3-52-01, with the following respective FDOT Roadway Section Numbers and Intersection Mile Posts:

FDOT Roadway Section No.	Intersection Mile Post
55050000	7.163
55020000	16.699
55002000	13.852
55060000	1.693
55120000	1.476
55040000	3.072
55040000	2.734

3. CR 346 (Ox Bottom Road), CR 142 (Old Magnolia Road), Village Way, CR 1583 (Barineau Road), CR 2204 (Oak Ridge Road), Page Road, and Natural Bridge Road are located in Leon County, Florida, roads not on the State Highway System; and

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

4. The recitals in paragraphs 1-3 above are true and correct and are made a part of this Agreement.

5. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT, the National Environmental Policy Act (“NEPA”) process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the

FPID #: 43351935201  
COUNTY: Leon  
FAP #: 8886 523 A

needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

6. The COUNTY acknowledges and agrees that the right of way, and the improvements located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, or improvements located thereon. Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

7. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

8. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

9. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

10. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

11. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

FPID #: 43351935201  
COUNTY: Leon  
FAP #: 8886 523 A

12. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

13. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

FPID #: 43351935201  
COUNTY: Leon  
FAP #: 8886 523 A

14. COUNTY shall:

a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Name: Katherine G. Burke, P.E.  
Title: Director of Engineering Services  
Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

DEPARTMENT:

District Traffic Operations Engineer  
Florida Department of Transportation  
Post Office Box 607  
Chipley, FL 32428

FPID #: 43351935201  
COUNTY: Leon  
FAP #: 8886 523 A

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed: James T. Barfield, P.E.

Printed: Vincent S. Long

Title: District Secretary

Title: County Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest:

Legal Review:

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

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

\_\_\_\_\_  
Office of the General Counsel

Approved as to Form:  
Office of the County Attorney  
Leon County, Florida

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

Herbert W. A. Thiele  
County Attorney

**COMPONENTS OF CONTRACT PLANS SET**  
SIGNING AND PAVEMENT MARKING PLANS

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS**

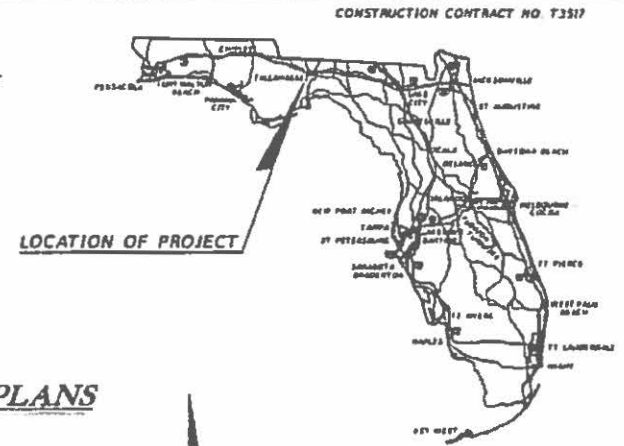
FINANCIAL PROJECT ID 433519-3-52-01  
(FEDERAL FUNDS)  
LEON COUNTY

DISTRICT 3 PUSH-BUTTON INTERSECTION  
SAFETY IMPROVEMENTS

**SIGNING AND PAVEMENT MARKING PLANS**

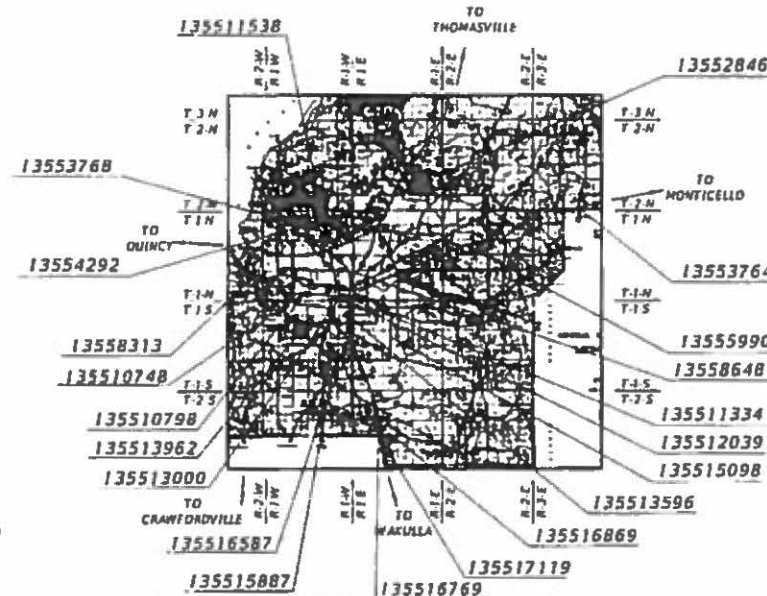
**INDEX OF SIGNING AND PAVEMENT MARKING PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3, 5	TABULATION OF QUANTITIES
6	PROJECT NOTES
7, 27	SIGNING AND PAVEMENT MARKING PLANS
28	GUIDE SIGN WORKSHEET



CONSTRUCTION CONTRACT NO. T3517

LOCATION OF PROJECT



SIGNING AND PAVEMENT MARKING  
SHOP DRAWINGS TO BE SUBMITTED TO

ARTHUR L. SHIPLEY, P.E.  
COMPREHENSIVE ENGINEERING SERVICES, INC.  
301 S. ORANGE AVENUE, SUITE 1300  
ORLANDO, FL 32801  
Phone: (407) 423-1600  
Fax: (407) 423-9814  
e-mail: ashnplay@cescivil.com

PLANS PREPARED BY  
COMPREHENSIVE ENGINEERING SERVICES, INC.  
301 S. ORANGE AVENUE, SUITE 1300  
ORLANDO, FL 32801  
Phone: (407) 423-1600  
Fax: (407) 423-9814  
CERTIFICATE OF AUTHORIZATION NO 7882  
www.CEScivil.com  
VENDOR NO. T58367222001  
CONTRACT NO. C-0918

NOTE THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION

**GOVERNING STANDARDS AND SPECIFICATIONS**

Florida Department of Transportation, 2014 Design Standards and revised Index Drawings as appended herein, and 2014 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:  
<http://www.dot.state.fl.us/tdesign/>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:  
<http://www.dot.state.fl.us/specificationsoffice/>

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	N/A	N/A
BRIDGES	N/A	N/A
NET LENGTH OF PROJECT	N/A	N/A
EXCEPTIONS	N/A	N/A
GROSS LENGTH OF PROJECT	N/A	N/A

KEY SHEET REVISIONS	
DATE	DESCRIPTION

SIGNING AND PAVEMENT MARKING PLANS  
ENGINEER OF RECORD ARTHUR L. SHIPLEY, P.E.

PE NO. 40398

FISCAL YEAR	SHEET NO.
14	1

FDOT PROJECT MANAGER: ROBERT F. HENRY, JR.

PUSH-BUTTON INTERSECTION SAFETY IMPROVEMENTS

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-22.003, F.A.C.



Comprehensive Engineering Services, Inc.  
201 S Orange Ave, Suite 1300  
Orlando, FL 32801-3442  
Certificate of Authorization 7862

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.003, F.A.C.

**SIGNING AND PAVEMENT MARKING PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 5	TABULATION OF QUANTITIES
6	PROJECT NOTES
16 - 18	SIGNING AND PAVEMENT MARKING PLAN
22	SIGNING AND PAVEMENT MARKING PLAN
24 - 27	SIGNING AND PAVEMENT MARKING PLAN
28	GUIDE SIGN WORKSHEET



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**SIGNING AND PAVEMENT MARKING PLANS**

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
7 - 8	SIGNING AND PAVEMENT MARKING PLAN
11	SIGNING AND PAVEMENT MARKING PLAN
13	SIGNING AND PAVEMENT MARKING PLAN

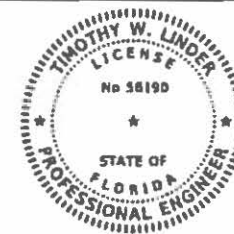


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**SIGNING AND PAVEMENT MARKING PLANS**

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
9 - 10	SIGNING AND PAVEMENT MARKING PLAN
12	SIGNING AND PAVEMENT MARKING PLAN



Comprehensive Engineering Services, Inc.  
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**SIGNING AND PAVEMENT MARKING PLANS**

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
18 - 21	SIGNING AND PAVEMENT MARKING PLAN
23	SIGNING AND PAVEMENT MARKING PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS		DESCRIPTION		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET NO.						
DATE	DESCRIPTION	DATE	DESCRIPTION								
				Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 7862	2						
				<table border="1"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td>N/A</td> <td>LEON</td> <td>433319-3-22-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	N/A	LEON	433319-3-22-01	<b>SIGNATURE SHEET</b>
ROAD NO.	COUNTY	FINANCIAL PROJECT ID									
N/A	LEON	433319-3-22-01									



TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET	GRAND TOTAL		REF SHEET						
			7		8		9		10		11		12			13			14		15		16	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		PLAN	FINAL		PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
101 2	MOBILIZATION	LS																						
102 1	MAINTENANCE OF TRAFFIC	LS																						
102 14	TRAFFIC CONTROL OFFICER	HR																						
102 99	PORTABLE CHANGEABLE MESSAGE SIGNS	FD																						
106 15 3	SEGMENT BARRIER	LF			16																16			
106 18	WEDGE PROTECTION	EA			25																25			
327 10 1	MILLING EXIST ASPH PWT 1" AND DEPTH	SY			1																			
329 1 10	CONCRETE CURB & GUTTER TYPE 2	LF			25																			
327 1	CONC SIDEWALK AND DRIVEWAYS 4" THICK	SY			13																			
327 2	DETECTABLE WARNING	SF			9																			
346 11	RUBBLE STRIPS	PS																						
370 1 7	PERFORMANCE TYPED SMO	SY			5																			
700 1 11	SGL POST SIGN 161 GAD HWY. UP TO 12 SP	AS			2																			
700 1 12	SGL POST SIGN 161 GAD HWY. 12 TO 35	AS			11																			
700 1 00	SINGLE POST SIGN REMOVE	AS			2																			
700 3 001	SIGN PANEL REMOVE UP TO 12 SP	EA			1																			
705 10 1	OBJECT MARKER TYPE 1	EA			1																			
709 3	RETRO REFLECTIVE PAVEMENT MARKERS	EA			14																			
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF																						
711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF																						
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF																						
711 11 180	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA																						
711 11 220	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF																						
711 12 117	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 8"	MM			0.200																			
711 12 123	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 8"	LF																						
711 12 123	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 12"	LF																						
711 12 124	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 18"	LF																						
711 12 125	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 24"	LF																						
711 12 160	THERMOPLASTIC, REFURBISH, WHITE, MESSAGE	EA																						
711 12 170	THERMOPLASTIC, REFURBISH, WHITE, ARROWS	EA																						
711 12 211	THERMOPLASTIC, REFURBISH, YELLOW, SOLID, 8"	MM			0.095																			
711 12 220	THERMOPLASTIC, REFURBISH, YELLOW, SOLID, 18"	LF																						
711 13 211	THERMO, STD-OPEN GRADE ASPH, YELLOW, SLD, 8"	MM																						
711 16 211	THERMO, STD-OTHER SURF, WHITE, SOLID, 8"	MM																						
711 16 211	THERMO, STD-OTHER SURF, YELLOW, SOLID, 8"	MM																						
711 17	THERMO, REMOVE EXIST THERMO PVTY MGS	SF																						

REVISIONS		DATE	DESCRIPTION	COMPREHENSIVE ENGINEERING SERVICES, INC. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 1802 Arthur L. Shipley, P.E. License No. 48398	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
NO.	DATE				DESCRIPTION	ROAD NO.	COUNTY	
					N/A	LEON	423519-3-12-01	3

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 61B15-23.003, F.A.C.

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET	GRAND TOTAL	REF SHEET											
			17		18		19		20		21		22					23		24		25		26				
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL				PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			
101 1	MOBILIZATION	LS																										
102 1	MAINTENANCE OF TRAFFIC	LS																										
102 14	TRAFFIC CONTROL OFFICER	HR																						4				
103 00	PORTABLE CHANGEABLE MESSAGE SIGNS	ED			16			16																				
104 10 3	SEDIMENT BARRIER	LF			30			60																				
104 10	INLET PROTECTION	EA			2			2																				
107 10 1	MILLING EXIST ASPH PAVT. 1" A/G DEPTH	SY																										
110 1 10	CONCRETE CURB & GUTTER, TYPE 1	LF			7			61																				
121 1	CONC. SIDEWALK AND DRIVEWAYS, 4" THICK	SY			9			18																				
127 2	DETECTABLE WARNINGS	SF	11		21			63																		30		125
140 11	RUMBLE STRIPS	PS																										
170 1 2	PERFORMANCE TVAL, SOD	SY						12																				
180 1 11	SGL POST SIGN, 261 CAD MNT, UP 12 SF	AS						2																				
180 1 12	SGL POST SIGN, 261 CAD MNT, 12 30 SF	AS	2		2			2																				
190 1 80	SINGLE POST SIGN, REMOVE	AS	2		2			2																				
190 3 801	SIGN PANEL, REMOVE, UP TO 12 SF	EA																										
195 10 1	OBJECT MARKER, TYPE 1	EA																										
198 2	RETRO REFLECTIVE PAVEMENT MARKINGS	EA	14		8			12																				
211 11 123	THERMOPLASTIC, STANDARD WHITE, SOLID, 12"	LF																										
211 11 124	THERMOPLASTIC, STANDARD WHITE, SOLID, 18"	LF																										
211 11 125	THERMOPLASTIC, STANDARD WHITE, SOLID, 24"	LF																										
211 11 160	THERMOPLASTIC, STANDARD WHITE, MESSAGE	EA																										
211 11 224	THERMOPLASTIC, STANDARD YELLOW, SOLID, 18"	LF																										
211 12 111	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 6"	MM								0.099																	0.186	
211 12 122	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 8"	LF																										
211 12 123	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 12"	LF	86		89			70																			230	
211 12 124	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 18"	LF																									230	
211 12 125	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 24"	LF	30		30			72																			193	
211 12 160	THERMOPLASTIC, REFURBISH, WHITE, MESSAGE	EA	2					2																			890	
211 12 170	THERMOPLASTIC, REFURBISH, WHITE, MESSAGES	EA																									2	
211 12 211	THERMOPLASTIC, REFURBISH, YELLOW, SOLID, 6"	MM	0.189		0.072			0.053																			0.314	
211 12 224	THERMOPLASTIC, REFURBISH, YELLOW, SOLID, 18"	LF																									2	
211 13 211	THERMO, STD OPER GRADE ASPH, YELLOW, SLR, 6"	MM																									2	
211 16 111	THERMO, STD OTHER SURF, WHITE, SOLID, 8"	MM																									2	
211 16 111	THERMO, STD OTHER SURF, YELLOW, SOLID, 8"	MM			0.019		0.018	0.022																			0.135	
211 17	THERMO, REMOVE EXIST THERMO PAVT MKGS	SF																									232	

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REVIEWS				Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 7862 Arthur L. Shipley, P.E., License No 49396	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	LEON	433319-3-92-01		

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET	GRAND TOTAL	REF SHEET
			27		PROJECT		PLAN		FINAL		PLAN		FINAL				
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			
101 1	MOBILIZATION	LS															
102 1	MAINTENANCE OF TRAFFIC	LS															
102 10	TRAFFIC CONTROL OFFICER	HR															
102 80	PORTABLE CHANGEABLE MESSAGE SIGNS	EA															
104 10 3	SEGMENT BARRIER	LF															
104 10	INLET PROTECTION	EA															
121 10 3	HILLING EXIST ASPH PWT. 1" A/S DEPTH	SY															
128 1 10	CONCRETE CURB & GUTTER, TYPE F	LF															
122 1	CONC SIDEWALK AND DRIVEWAYS 4" THICK	SY															
127 2	DETECTABLE WARNING	SY															
144 11	RUMBLE STRIPS	PS															
178 1 2	PERFORMANCE TYPED SOO	SY															
180 1 11	SGL POST SIGN P&I CAD HWT LP 12 SF	AS															
180 1 12	SGL POST SIGN P&I CAD HWT 12 30 SF	AS															
180 1 40	SINGLE POST SIGN REMOVE	AS															
180 3 801	SIGN PANEL REMOVE UP TO 12 SF	EA															
180 10 1	OBJECT MARKER TYPE 1	EA															
180 3	RETRO REFLECTIVE PAVEMENT MARKERS	EA															
111 11 123	THERMOPLASTIC STANDARD WHITE SOLID 12"	LF															
111 11 124	THERMOPLASTIC STANDARD WHITE SOLID 18"	LF															
111 11 125	THERMOPLASTIC STANDARD WHITE SOLID 24"	LF															
111 11 160	THERMOPLASTIC STANDARD WHITE MESSAGE	EA															
111 11 224	THERMOPLASTIC STANDARD YELLOW SOLID 18"	LF															
111 12 111	THERMOPLASTIC REFURNISHMENT WHITE SOLID 6"	AM															
111 12 121	THERMOPLASTIC REFURNISHMENT WHITE SOLID 8"	LF															
111 12 123	THERMOPLASTIC REFURNISHMENT WHITE SOLID 12"	LF															
111 12 124	THERMOPLASTIC REFURNISHMENT WHITE SOLID 18"	LF															
111 12 125	THERMOPLASTIC REFURNISHMENT WHITE SOLID 24"	LF															
111 12 180	THERMOPLASTIC REFURNISH WHITE MESSAGE	EA															
111 12 170	THERMOPLASTIC REFURNISH WHITE ARROWS	EA															
111 12 211	THERMOPLASTIC REFURNISH YELLOW SOLID 6"	AM															
111 12 224	THERMOPLASTIC REFURNISH YELLOW SOLID 18"	LF															
111 13 111	THERMO STD OPEN GRADE ASPH YELLOW SLC 6"	AM															
111 13 111	THERMO STD OTHER SURF WHITE SOLID 6"	AM															
111 13 211	THERMO STD OTHER SURF YELLOW SOLID 6"	AM															
111 17	THERMO REMOVE EXIST THERMO PWT MK 3	SP															

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REVISIONS		Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801 3442 Certificate of Authorization 7882 Arthur L. Shapley, P.E. License No. 48388	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		TABULATION OF QUANTITIES	SHEET NO. 5
DATE	DESCRIPTION		ROAD NO.	COUNTY		
		N/A	LEON	43819-3-57-01		

**SPECIAL NOTES:**

1. THE SPECIAL ABBREVIATION DEFINITIONS ARE AS FOLLOWS:

ABBREVIATION	DEFINITION
Y/Y	YELLOW/YELLOW
W/R	WHITE/RED

2. THE LEGEND ON STREET NAME SIGNS USED WITH INTERSECTION AHEAD WARNING SIGNS SHOULD BE VERIFIED WITH THE LOCAL MAINTAINING AGENCY PRIOR TO FABRICATION.

3. THE EXISTING POSTED SPEED LIMITS SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION.

4. EXISTING RUMBLE STRIPS THAT ARE CALLED OUT TO BE REMOVED SHALL BE REPLACED WITH NEW RUMBLE STRIPS WITHIN THE SAME WORK PERIOD.

**LANE CLOSURE NOTES:**

- CONTRACTOR TO COORDINATE WITH LOCAL FDOT MAINTENANCE OFFICE TO DETERMINE ANY ADDITIONAL LANE CLOSURE RESTRICTION TIMES OR PERIODS FOR THE SUBJECT INTERSECTIONS.
- 48 HOUR NOTICE IS REQUIRED BY THE FDOT MAINTENANCE OFFICE FOR ANY LANE CLOSURE REQUEST.
- TRAFFIC MOVEMENTS SHALL NOT BE HINDERED BY BLOCKING ANY TRAVEL LANES ON THE STATE HIGHWAY SYSTEM BETWEEN THE HOURS OF 7:00 AM TO 9:00 AM EST, AND FROM 4:00 PM TO 8:00 PM EST, MONDAY THROUGH FRIDAY.
- NO LANE CLOSURES WILL BE ALLOWED FROM 4:00 PM EST THE DAY PRIOR TO A HOLIDAY THROUGH 9:00 AM EST THE DAY FOLLOWING THE HOLIDAY NOR HOLIDAY WEEKENDS.
- NO LANE CLOSURES WILL BE ALLOWED ON WEEKENDS OF HOME FAMU OR FSU FOOTBALL GAMES OR ON FAMU OR FSU HOME COMING WEEKENDS. WEEKENDS DEFINED AS 4:00 PM EST FRIDAY UNTIL 9:00 AM EST MONDAY.
- NO LANE CLOSURES WILL BE ALLOWED IN DESIGNATED AREAS ON DAYS OF SPECIAL EVENTS. PER FDOT SPECIFICATION 8.6.4, SUSPENSION OF CONTRACTOR'S OPERATIONS - HOLIDAYS AND SPECIAL EVENTS, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:

INTERSECTION NUMBER	INTERSECTION NAME	LANE CLOSURE RESTRICTION DAYS
ALL	ALL	MARTIN LUTHER KING JR. PARADE (JANUARY) HIGH SCHOOL HOME COMING PARADES (OCTOBER / NOVEMBER)
13551334	SR 366 AT MLK JR BOULEVARD	SPRING TIME TALLAHASSEE (SPRING) DOWNTOWN GET DOWN (MULTIPLE FRIDAYS) CHRISTMAS PARADE (DECEMBER)
13554292	SR 83 AT CYNTHIA DRIVE/ BOOTH ROAD	
135510748	SR 366 AT CACTUS STREET	
135510798	SR 366 AT HARRY STREET	
135513330	SR 366 AT GAY STREET	
135512039	SR 363 AT BLOUNT STREET	
135516869	SR 363 AT NATURAL BRIDGE ROAD	
135517019	SR 363 AT NATURAL WELLS ROAD	
135516769	SR 363 AT PAGE ROAD	
135513996	SR 61 AT WALLIS STREET	
13558648	SR 61 AT GADSDEN STREET/ NINTH AVENUE	SPRING TIME TALLAHASSEE (SPRING) LAW ENFORCEMENT MEMORIAL (MAY) DOWNTOWN GET DOWN (MULTIPLE FRIDAYS) VETERANS DAY PARADE (NOVEMBER) CELEBRATION OF LIGHTS (DECEMBER) CHRISTMAS PARADE (DECEMBER)
13552846	SR 61 AT CR 346 (OAK BOTTOM ROAD)	
135516587	SR 61 AT CR 3204 (OAK RIDGE ROAD)	
135518313	SR 10 AT CR 1583 (BARINEAU ROAD)	VETERANS DAY PARADE (NOVEMBER) CELEBRATION OF LIGHTS (DECEMBER) CHRISTMAS PARADE (DECEMBER)
13553784	SR 10 AT OLD MAGNOLIA ROAD	
13555990	SR 10 AT APEX DRIVE	

7. IF NECESSARY, THE FOLLOWING ADDITIONAL WEEKDAY LANE CLOSURE RESTRICTIONS SHALL APPLY:

INTERSECTION NUMBER	INTERSECTION NAME	LANE CLOSURE RESTRICTION TIMES (WEEKDAY)
13552846	SR 61 AT CR 346 (OAK BOTTOM ROAD)	7:00 AM TO 10:00 AM 2:00 PM TO 8:00 PM
13558648	SR 61 AT GADSDEN STREET/ NINTH AVENUE	7:00 AM TO 5:00 AM
13553788	SR 263 AT VILLAGE WAY	7:00 AM TO 9:00 AM 4:00 PM TO 8:00 PM
135515887	SR 263 AT SOUTHERN STREET	6:00 AM TO 9:00 PM
13555990	SR 10 AT APEX DRIVE	7:00 AM TO 10:00 AM 4:00 PM TO 8:00 PM
135516869	SR 363 AT NATURAL BRIDGE ROAD	5:00 PM TO 7:00 PM
135513996	SR 61 AT WALLIS STREET	7:00 AM TO 10:00 AM 2:00 PM TO 7:00 PM
135515098	SR 261 AT DRAYTON DRIVE	7:00 AM TO 8:00 PM
135510748	SR 366 AT CACTUS STREET	11:00 AM TO 1:00 PM
135510798	SR 366 AT HARRY STREET	
135516769	SR 363 AT PAGE ROAD	7:00 AM TO 10:00 AM 2:00 PM TO 8:00 PM
13554292	SR 63 AT CYNTHIA DRIVE/BOOTH ROAD	7:00 AM TO 9:30 PM
135513000	SR 371 AT LAKE AVENUE	4:00 PM TO 7:00 PM

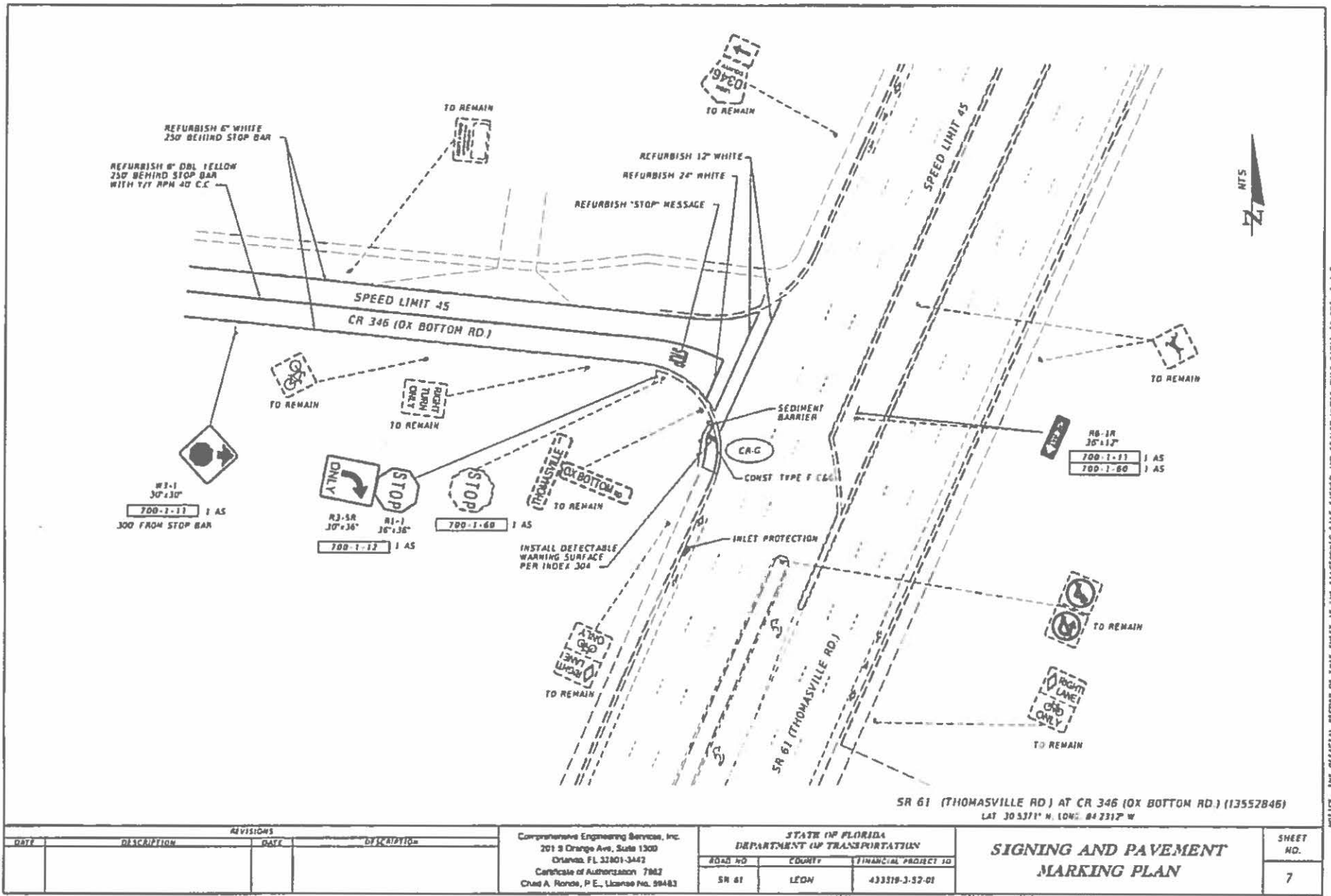
8. LANE CLOSURES WILL BE PROHIBITED MONDAY THROUGH FRIDAY DURING ACTIVE SCHOOL PERIODS FOR THE FOLLOWING INTERSECTIONS:

INTERSECTION NUMBER	INTERSECTION NAME	LANE CLOSURE RESTRICTION HOURS
13552846	SR 61 AT CR 346 (OAK BOTTOM ROAD)	7:30 AM TO 9:30 AM 2:00 PM TO 4:00 PM
135513000	SR 371 AT LAKE AVENUE	8:30 AM TO 10:30 AM 3:00 PM TO 5:00 PM
135516769	SR 363 AT PAGE ROAD	7:30 AM TO 9:30 AM 2:00 PM TO 4:00 PM
135516869	SR 363 AT NATURAL BRIDGE ROAD	7:30 AM TO 9:30 AM 2:00 PM TO 4:00 PM

LANE CLOSURES WILL ALSO BE PROHIBITED DURING SPECIAL SCHOOL EVENTS. THE CONTRACTOR SHALL CONTACT THE LOCAL SCHOOL BOARD ADMINISTRATION OFFICE FOR INFORMATION, DATES AND TIMES OF THESE SPECIAL EVENTS.

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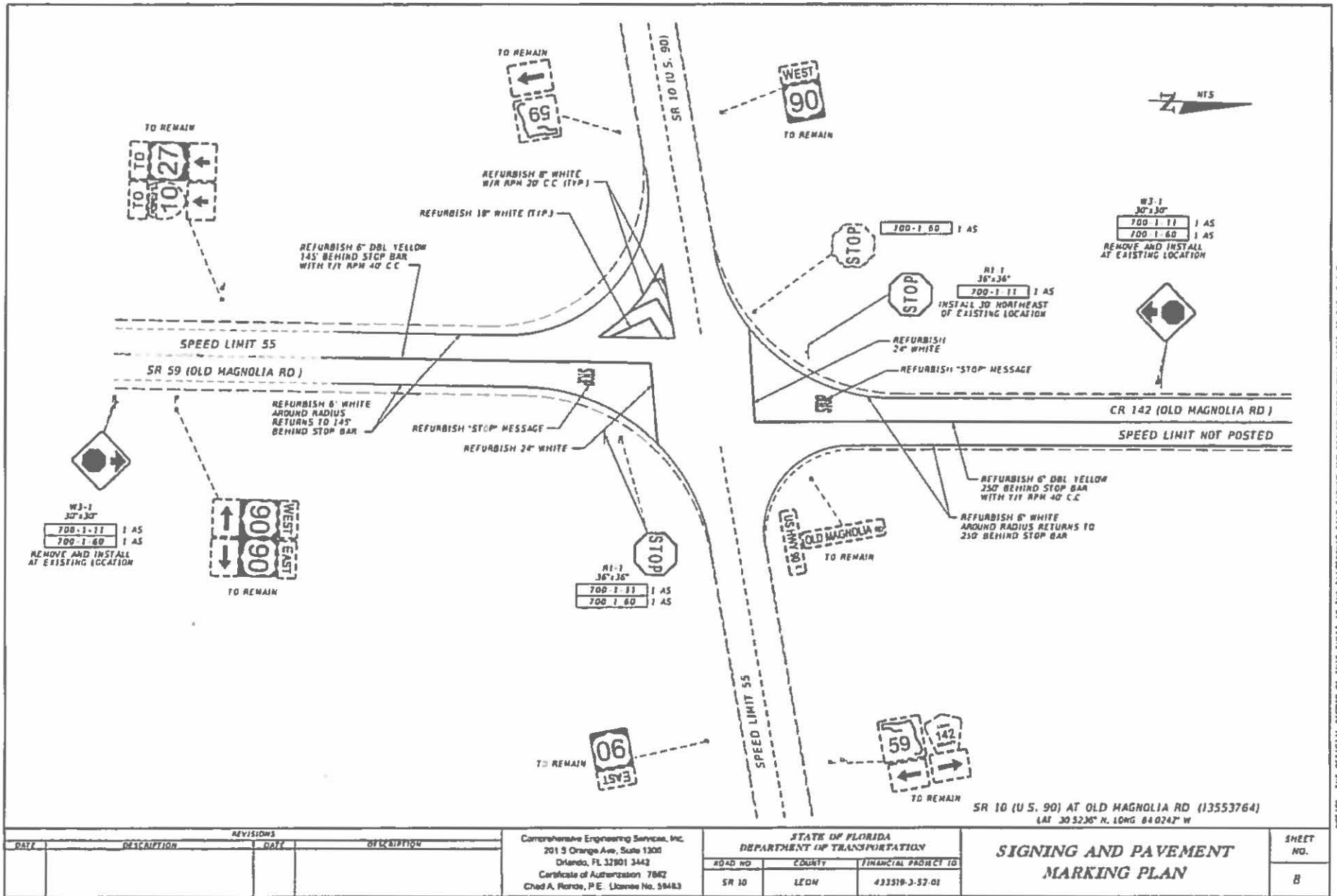
REVISIONS				Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 7862 Arthur L. Stapley, P.E. License No. 48398	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT NOTES	SHEET NO. 6
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	LEON	433518-1-52-01		



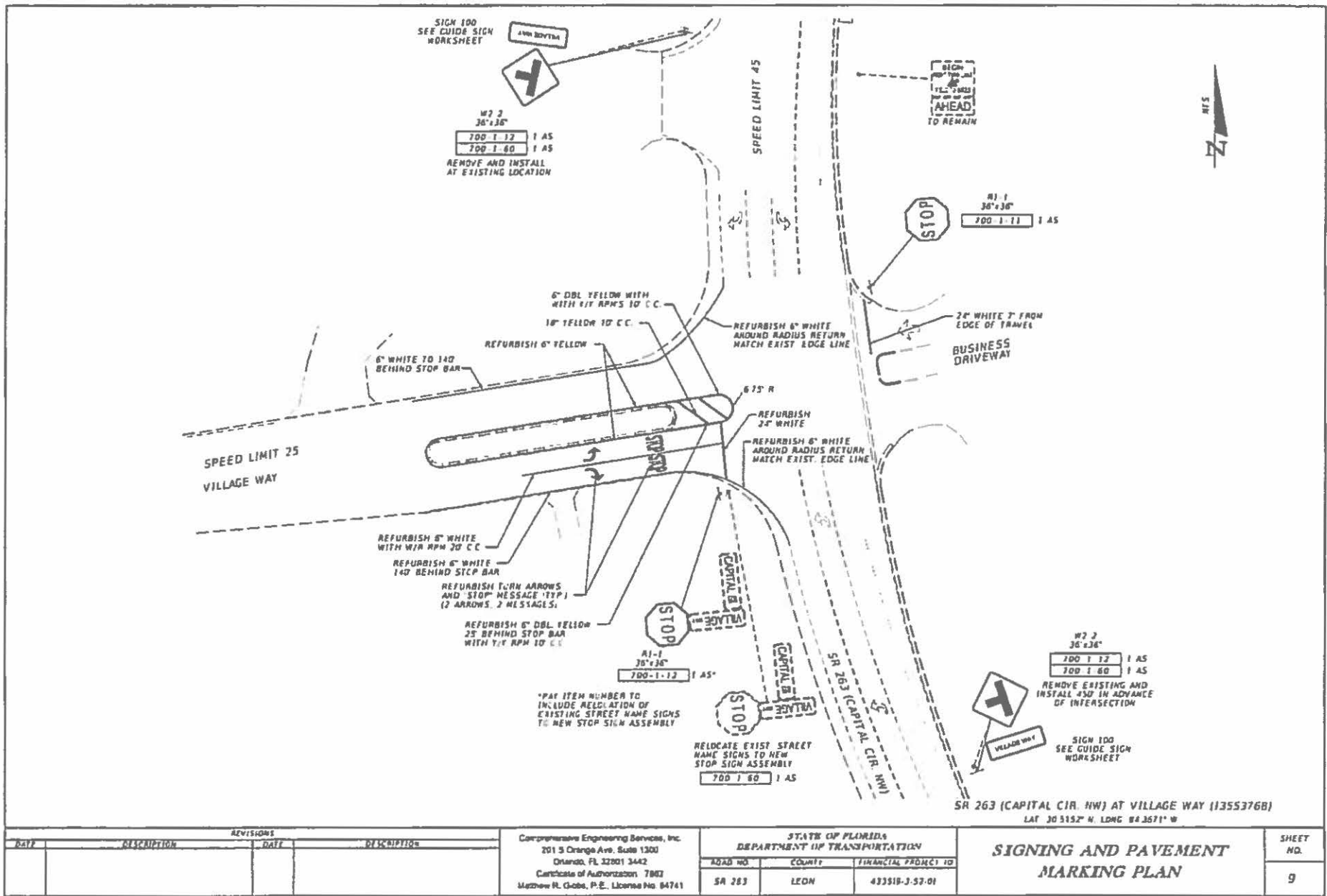
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15.20 002 F.A.C.

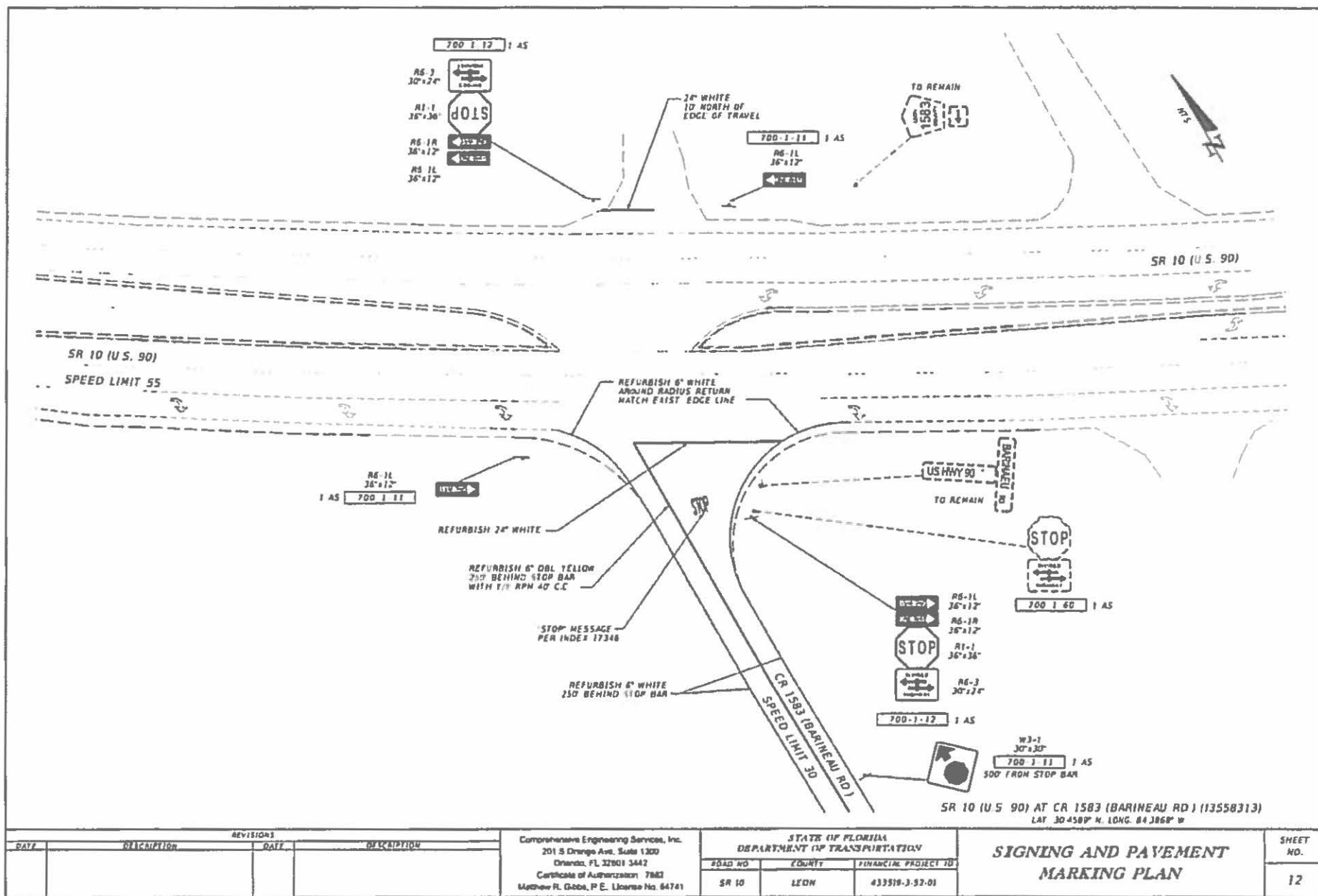
REVISIONS		DATE	BY	DESCRIPTION
DATE	DESCRIPTION			

Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 7982 Chad A. Ronde, P.E., License No. 98483		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>SIGNING AND PAVEMENT MARKING PLAN</b>	SHEET NO. <b>7</b>
ROAD NO	COUNTY	FINANCIAL PROJECT ID			
SR 61	LEON	433378-3-52-01			



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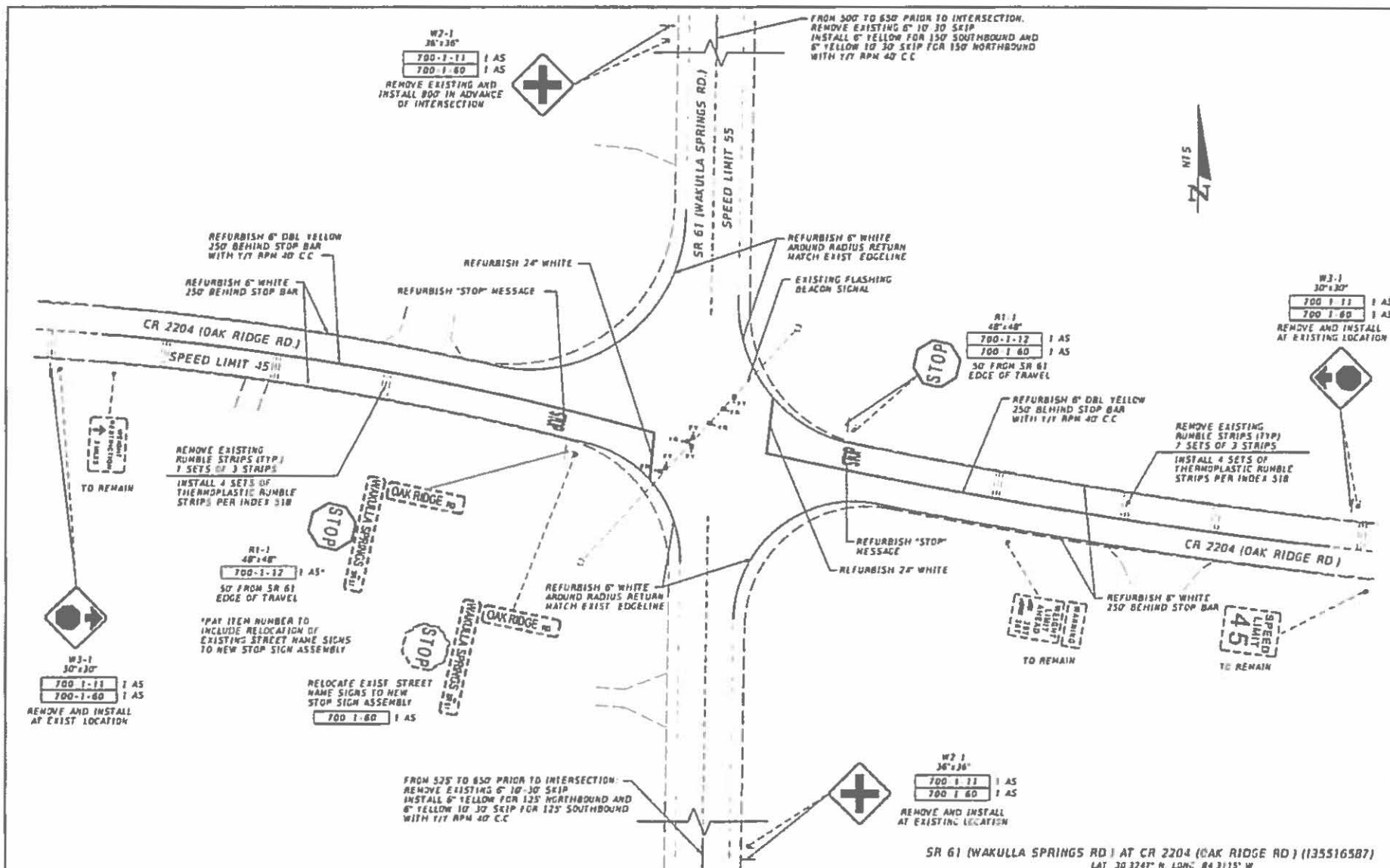


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REVISIONS		DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION			

Comprehensive Engineering Services, Inc. 201 S Orange Ave. Suite 1300 Orlando, FL 32801 3442 Certificate of Authorization: 7862 Matthew R. Gibbs, P.E., License No. 64741			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		<b>SIGNING AND PAVEMENT MARKING PLAN</b>	SHEET NO. <b>12</b>
ROAD NO	COUNTY	FINANCIAL PROJECT ID				
SR 10	LEON	433519-3-97-01				

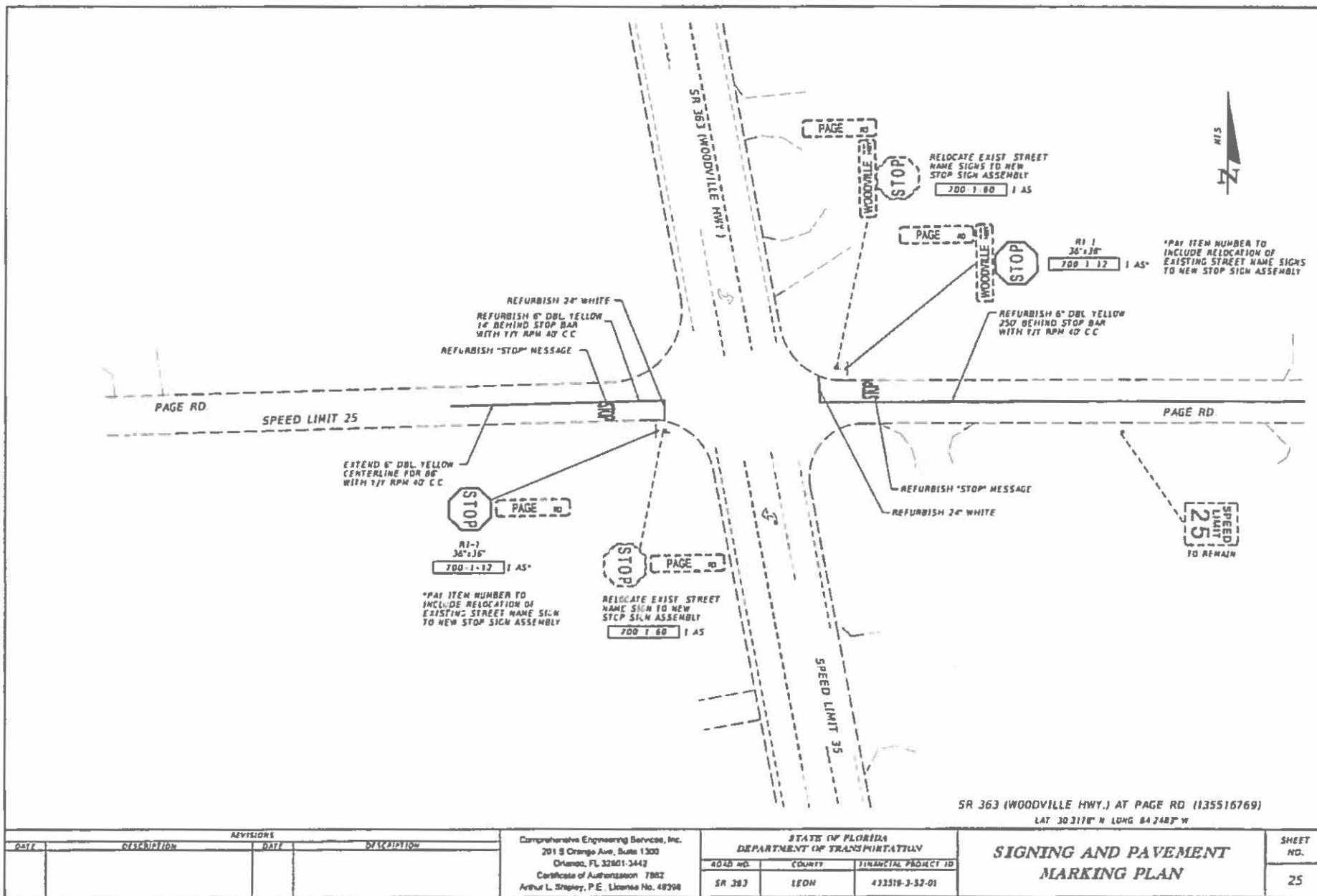


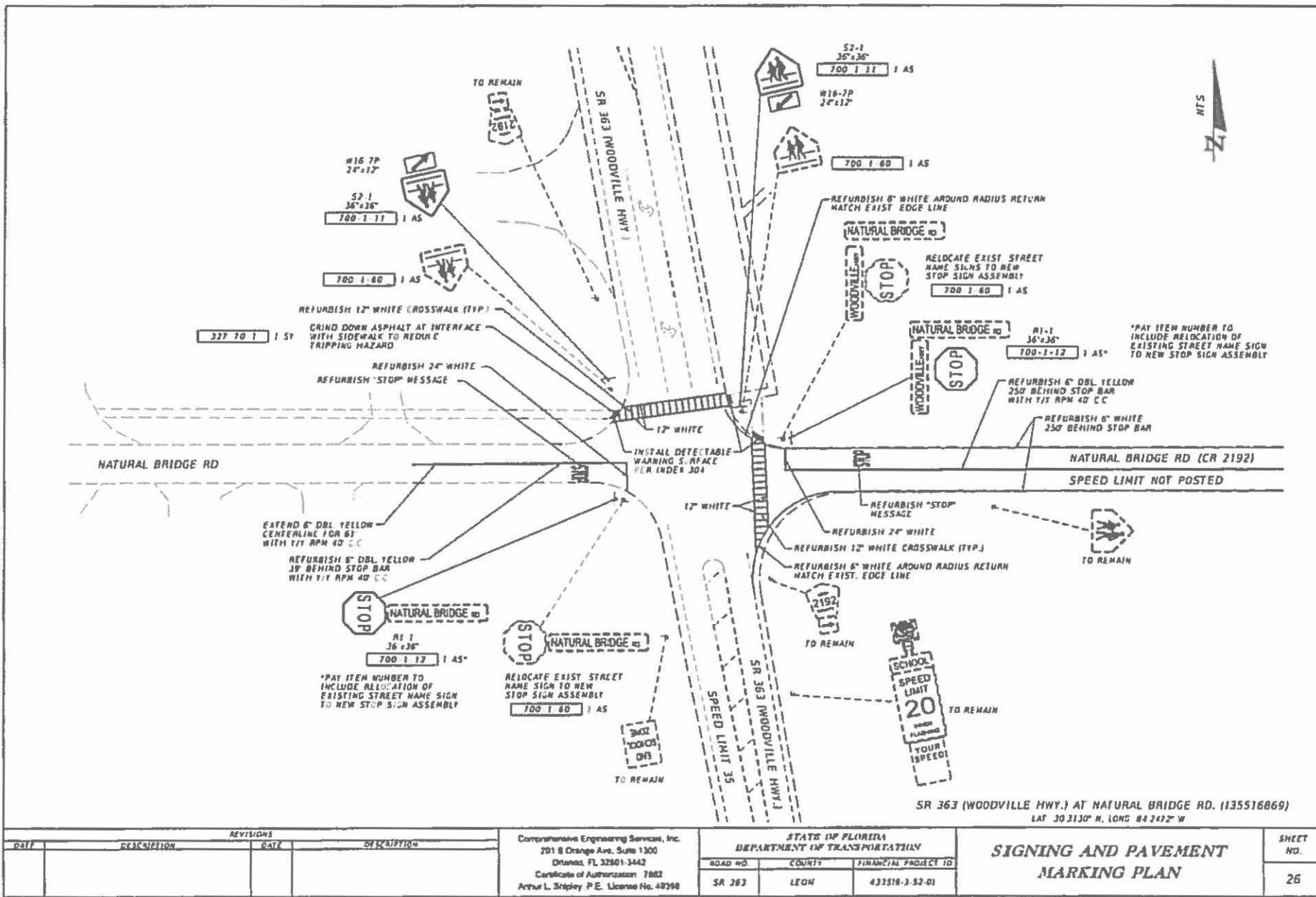


DATE	DESCRIPTION	REVISION	RATE	BY/LOCATION

Comprehensive Engineering Services, Inc. 201 S Orange Ave, Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 7862 Arthur L. Strisley, P.E., License No. 49398		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 61    COUNTY LEDN    FINANCIAL PROJECT ID 432519-3-52-01		<b>SIGNING AND PAVEMENT MARKING PLAN</b>		SHEET NO. 24
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REVISIONS				Comprehensive Engineering Services, Inc. 2018 Orange Ave. Suite 1300 Orlando, FL 32801-3442 Certificate of Authorization 7862 Arthur L. Shipley, P.E. License No. 48398	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO. 26
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 363	LEON	433318-3-32-01		

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NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G13.23(6)(b), F.A.C.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #9

April 28, 2015

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

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

**Title:** Approval of a Construction Agreement with CSX Transportation, Inc. for the Construction of Pedestrian Crossings at Gearhart and Fred George Roads

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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
<b>Lead Staff/ Project Team:</b>	Katherine Burke, P.E., Director of Engineering Services

**Fiscal Impact:**

This item has been budgeted and adequate funding is available in the FY 2015 Capital Improvement budget.

**Staff Recommendation:**

Option #1: Approve the Construction Agreement with CSX Transportation, Inc. for the construction of pedestrian crossings at Gearhart and Fred George Roads (Attachment #1), and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

At the May 27, 2014 meeting, the Board approved a Preliminary Engineering Agreement with CSX Transportation, Inc. (CSX) for the design of pedestrian crossings at Gearhart and Fred George Roads. Over the last year, staff has been working with CSX on the specific design plans for the proposed pedestrian crossings of the CSX right-of-way, culminating in acceptable construction plans.

Construction of the sidewalks is essential to the following revised FY 2012-FY 2016 Strategic Initiative that the Board approved at the January 27, 2015 meeting:

- Implement strategies that preserve neighborhoods and create connectedness and livability including, “Develop design standards requiring interconnectivity for pedestrians and non-vehicular access.”

This particular Initiative aligns with the Board’s Strategic Priority – Quality of Life:

- Create a sense of place in our rural areas through programs, planning and infrastructure in appropriate areas to encourage connectedness (Q5).
- Further create connectedness and livability through supporting human scale infrastructure and development, including: enhancing our multimodal districts (Q7).

### **Analysis:**

In order to complete a comprehensive sidewalk system on Gearhart and Fred George Roads, the sidewalks have to cross the CSX tracks. CSX requires the execution of the Construction Agreement prior to any work being done within its right of way.

The major components of the Construction Agreement include:

- Pay all costs incurred by CSX to monitor and inspect the construction work
- Estimated costs included in Exhibit D of Attachment #1 are \$52,238
- Money must be paid up front as a force account and CSX bills against the account
- Actual cost may be more or less than the estimate. It is based on actual hours worked
- Maintain significant insurance with CSX as the named insured
- Work must be completed by June 30, 2016 unless parties agree to extend the Agreement

Additionally, Gearhart Road will require the acquisition of a drainage easement, which will be the subject of a future agenda. However, approval of this Agreement would be one step closer to constructing this sidewalk link on Gearhart Road, connecting Mission Road and Capital Circle NW.

Approval of this Agreement is the final step to be able to construct the pedestrian crossing over the CSX right of way on Fred George; thus, enabling the pedestrian connection to be completed on Fred George, linking neighborhoods to the Fred George Greenway and Park. If this Agreement is approved and the local permitting process is completed, construction on this segment is anticipated to start in May/June 2015.

**Options:**

1. Approve the Construction Agreement with CSX Transportation, Inc. for the construction of pedestrian crossings at Gearhart and Fred George Roads (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the Construction Agreement with CSX Transportation, Inc. for the construction of pedestrian crossings at Gearhart and Fred George Roads.
3. Board direction.

**Recommendation:**

Option #1.

**Attachment:**

1. Construction Agreement with CSX Transportation, Inc.

VSL/TP/KB/ns



## CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and Leon County Florida, a charter county and political subdivision of the State of Florida (“**Agency**”).

### EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the installation of a 5’ wide wooden boardwalk transitioning to a 5’ wide concrete sidewalk at Fred George Road at-grade crossing DOT# 625732R, M.P.-SLC 56.16 and 6’ wide concrete sidewalk at Gearhart Road at-grade crossing DOT# 625731J, M.P.-SLC 55.36; with drainage work to be performed at both locations in the Jacksonville Division, Bainbridge Subdivision (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but

not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **June 30, 2016** unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.  
P.O. Box 116651  
Atlanta, GA 30368-6651

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations. Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement". This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- |               |  |
|---------------|--|
| If to CSXT:   | CSX Transportation, Inc.<br>500 Water Street, J-301<br>Jacksonville, Florida 32202<br>Attention: Director Project Management – Public Projects                 |
| If to Agency: | Leon County Department of Public Works<br>2280 Miccosukee Road<br>Tallahassee, FL 32308<br>Attention: Katherine G. Burke, P.E. – Director Engineering Services |
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such

part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law. This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**LEON COUNTY, FLORIDA**

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

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Tony Bellamy  
Director Project Management – Public Projects

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. Installation of sidewalks at Fred George Road and Gearhart Rd
  - 2. Culvert extensions and drainage improvements as outlined in the plans
  
- B. CSXT shall perform or cause to be performed:
  - 1. Flagging services and other protective services and devices as may be necessary.
  - 2. Construction engineering review and inspection as needed to protect the interests of CSXT.



**EXHIBIT B**

**PLANS AND SPECIFICATIONS**

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<b>SHEET</b>	<b>DESCRIPTION</b>	<b>PREPARER</b>	<b>DATE</b>
1 -16	Construction plans for Fred George Rd Sidewalk Extension	Atkins	10/27/2014
1-6	Construction plans for Gearhart Road Pedestrian crossing at CSX Railroad	Atkins	12/9/2014

**NOTE:** In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of \_\_\_\_\_, as amended from time to time.

“Agency” shall mean Leon County, Florida.

“Agency Representative” shall mean the authorized representative of Leon County, Florida.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

**III. NOTICE OF STARTING WORK.** Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

**IV. WORK FOR THE BENEFIT OF THE CONTRACTOR**

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

**V. HAUL ACROSS RAILROAD**

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

**VI. COOPERATION AND DELAYS**

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials

and shall make due allowance therefor

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

#### VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

#### VIII. CONSTRUCTION PROCEDURES

##### A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT and in accord with any other instructions furnished by CSXT or CSXT's Representative.

##### B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

#### IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

#### X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

#### XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

#### XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

**EXHIBIT D**

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

Page 1

ACCT. CODE : 709 - FL1968

ESTIMATE SUBJECT TO REVISION AFTER:	8/30/2015	625732R & DOT NO.: 625731J
CITY: Tallahassee	COUNTY: Leon	STATE: FL
DESCRIPTION: Flagging Coordination and CE & I for Proposed sidewalk construction and drainage work at Fred George Road and Gearhart Road at-grade crossings (existing crossing surface width - OK)		
		SLC-56.16 &
DIVISION: Jacksonville	SUB-DIV: Bainbridge	MILE POST: SLC 55.36
AGENCY PROJECT NUMBER:		

**PRELIMINARY ENGINEERING:**

212 Contracted & Administrative Engineering Services	\$ -
Subtotal	\$ -

**CONSTRUCTION ENGINEERING/INSPECTION:**

212 Contracted & Administrative Engineering Services	\$ 13,800
Subtotal	\$ 13,800

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)	\$ -
050 Labor (Foreman/Inspector)	\$ 11,760
070 Additive           153.13%    (Transportation Department)	\$ -
050 Additive           163.09%    (Engineering Department)	\$ 19,179
230 Per Diem           (Engineering Department)	\$ 2,250
230 Expenses	\$ -
Subtotal	\$ 33,189

**SIGNAL & COMMUNICATIONS WORK:** \$ 500

**TRACK WORK:** \$ -

<b>PROJECT SUBTOTAL</b>	\$ 47,489
900 <b>CONTINGENCIES:</b> 10.00%	\$ 4,749

**GRAND TOTAL** ..... \$ 52,238

**DIVISION OF COST:**

Agency	100.00%	\$ 52,238
Railroad		\$ -
<b>TOTAL</b> .....		\$ 52,238

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida			
Estimated prepared by:	STV, Inc.	Approved by:	TCB
DATE: 1/30/2016	REVISED:	DATE: 02/26/15	CSXT Public Project Group

**EXHIBIT E**  
**PAYMENT SCHEDULE**

**Advance Payment in Full**

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.



## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:

a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.

d. A description of operations and location must appear on the Declarations page and must match the Project description.

e. Terrorism Risk Insurance Act (TRIA) coverage must be included.

f. Authorized endorsements must include:

(i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later

**g. Authorized endorsements may include:**

- (i) Broad Form Nuclear Exclusion - IL 00 21
- (ii) Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

**h. Authorized endorsements may not include:**

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) An Endorsement that excludes TRIA coverage
- (iii) An Endorsement that limits or excludes Professional Liability coverage
- (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
- (v) A Known Injury Endorsement
- (vi) A Sole Agent Endorsement
- (vii) A Punitive or Exemplary Damages Exclusion
- (viii) A "Common Policy Conditions" Endorsement
- (ix) Policies that contain any type of deductible
- (x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

**II. Additional Terms**

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

[insurancedocuments@csx.com](mailto:insurancedocuments@csx.com)

2. Neither Agency nor Contractor may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

**SCHEDULE I**

**CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 2015, between Leon County, Florida and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Cover Sheet for Item #10

April 28, 2015

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

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

**Title:** Approval of the First Amended and Restated Grant Funding Agreement Between Leon County and the Council on Culture & Arts FY 2015

<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>	Lee Daniel, Director of Tourism Development Chris Holley II, Assistant to the Director

**Fiscal Impact:**

This item increases the Board’s investment in the cultural arts through the reallocation of Tourist Development Tax (TDT) funds. The Board’s approval of this proposed Agreement to effectuate this reallocation would increase the TDT dedicated to the Council on Culture & Arts (COCA) from approximately ½-cent TDT (\$504,500) to a total 1¼-cent TDT, or an estimated \$1,125,000 beginning in FY 2015. The dedicated 1¼-cent TDT shall be used to support the cultural plan and grant programs administered through COCA. A portion of these funds (a ¼-cent) will be held and distributed in arrears the following year to support a capital grants program.

Specifically, monies accrued from the ¼-cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020.

**Staff Recommendation:**

Option #1: Approve the First Amended and Restated Grant Funding Agreement between Leon County and the Council on Culture & Arts FY 2015 (Attachment #1), and authorize the County Administrator to execute.

## **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 previously dedicated to the performing arts center. The ordinances adopted at the December 9, 2014 meeting effectuated the direction of the Board pursuant to the Interlocal Agreement, the First Amendment to Interlocal Agreement, and the Third Amendment to Interlocal Agreement (Attachment #2). On February 10, 2015, the Board held the first and only public hearing (Attachment #3) and approved Ordinances Amending Section 11-47 and Section 11-46 of the Code of Laws of Leon County, Florida, Providing for Amendments to the Leon County Tourist Development Plan relating to collection of the tourist development tax.

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 cultural grants starting in FY 2015. In addition, for five years beginning in FY 2015, the County shall dedicate an additional ¼ cent to support a Capital Needs Matching Grant Program. 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 less 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 proposed Agreement provides a brief description of cultural programs and activities, the relationship to the promotion of tourism, and a listing of allowable and non-allowable expenditures of TDT funds. The Board's additional investment in the cultural arts is intended to support the cultural grant program, the proposed capital needs matching grant program for arts and cultural facilities, and components of the Capital Area Cultural Plan that support economic development through tourism and related marketing consistent with uses authorized in section 125.0104, Florida Statutes. This proposed Agreement 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.

The disbursement of \$150,000 towards the operation of COCA will continue to occur by October 30<sup>th</sup> of the current fiscal year. Consistent with the approved Ordinance on February 10, 2015, this proposed Agreement 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. At the time of this writing, FY 15 budget information is still needed to detail how COCA plans to spend the additional funds for FY 15 prior to disbursement. In future years, disbursements of the one-cent TDT will be made in quarterly payments, in arrears, no later than February 1, May 1, August 1, and November 1 contingent upon the receipt of:

1. Non-departmental funding request application identifying the community services activities, as well as those persons responsible for overseeing and assuring delivery of those services, to implement the grant funding.
2. Timely invoice.
3. Midyear report.
4. Annual report provided to and approved by the County.

Disbursements of the ¼ cent TDT will be made on a case-by-case basis for the proposed capital grants program as recommended by COCA and approved by the TDC. Receipt of capital grants program funds is also contingent upon an appropriate invoice, Mid-Year report, and Annual report. COCA is still finalizing the parameters and processes for the capital grants program which will be reviewed by the TDC and presented to the Board for final approval. Once the Board approves the parameters of the capital grants program, approximately \$225,000 of TDT funds will be available to eligible agencies beginning October 1, 2015.

**Options:**

1. Approve the First Amended and Restated Grant Funding Agreement between Leon County and the Council on Culture & Arts FY 2015 (Attachment #1), and authorize the County Administrator to execute.
2. Do not approve the First Amended and Restated Grant Funding Agreement between Leon County and the Council on Culture & Arts FY 2015.
3. Board direction.

**Recommendation:**

Option #1.

**Attachments:**

1. First Amended and Restated Grant Funding Agreement between Leon County and the Council on Culture & Arts FY 2015 including Exhibits A, B, and C
2. December 9, 2014 Agenda Item
3. February 10, 2015 Agenda Item

## **FIRST AMENDED AND RESTATED GRANT FUNDING AGREEMENT**

This First Amended and Restated Grant Funding Agreement (hereinafter "Agreement"), is made and entered into this \_\_\_\_ day of April, 2015, by and between Leon County, Florida, a Charter County and political subdivision of the State of Florida, (hereinafter the "County") and the Council on Culture and Arts, Inc., a Florida not-for-profit corporation (hereinafter the "Grantee"), collectively, the "Parties".

### **RECITALS**

**WHEREAS**, the Grantee has presented the County with a non-departmental funding request application identifying the community service activities, as well as those persons responsible for overseeing and assuring delivery of those services, to implement the grant funding provided herein; and

**WHEREAS**, the County, by and through its Board of Commissioners, at its final public hearing on fiscal year 2015 budget held on 23<sup>rd</sup> date of September, 2014, approved a disbursement in the amount of \$504,500 out of the County's Tourist Development 3-Cent Fund and \$150,000 out of the County's General Fund for the purposes of sub-granting and marketing awards to individual local cultural and arts organizations, assisting with operational costs, marketing materials, and for providing support of overhead costs for the Cultural Tourism Grant Program; and

**WHEREAS**, the County and Grantee did enter into a Grant Funding Agreement dated October 1, 2014, to further delineate and set out the obligations of the Parties thereto; and

**WHEREAS**, the Parties do hereby acknowledge and confirm the County did disburse funds to the Grantee, pursuant to the Grant Funding Agreement dated October 1, 2014, in the amount of \$252,250, out of the County's Tourist Development Tax Fund, and \$150,000, out of the County's General Fund, and that any amounts to be provided to the Grantee during the Initial Term shall be adjusted downward to properly reflect the funds previously distributed to the Grantee hereunder; and

**WHEREAS**, on December 9, 2014, the County, by and through its Board of Commissioners, did approve an Interlocal Agreement with the City of Tallahassee to ensure that the appropriate level of funding by the use of Tourist Development Tax funds is provided to support COCA in its mission to serve the community in the realm of the arts and promote tourism in the County; and

**WHEREAS**, the County and the Grantee wish by this Agreement to provide for the obligations of the County in regard to providing the grant funds identified herein and the obligations of the Grantee to provide the services set forth herein, and to more fully delineate the agreement reached between the Parties; and

**WHEREAS**, it is in the best interest of the County and the Grantee to modify and restate the Grant Funding Agreement entered into by and between the Parties, dated October 1, 2014, to provide for the promises, covenants and obligations of the Parties necessary and incidental to the purposes set forth herein.



**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the Parties do agree as follows:

**I. Recitals.** The Recitals to this Agreement are incorporated herein and made a part hereof as if fully set forth below.

**II. Effective Date and Term.** This Agreement shall commence on October 1, 2014, and shall end at midnight, local time in Tallahassee, Florida, on September 30, 2015, hereinafter "Initial Term". This Agreement shall be subject to four annual renewals, at the sole option of the County, for a term of one year each. Reference to a renewal term, hereinafter "Current Term", shall relate to the subject current period of October 1 through September 30.

**III. Services to be Provided.**

- A. Grantee shall provide those activities, functions, and services ("Services") identified in the funding request application submitted by Grantee to the County on April 30, 2013, in which the Grantee set out and identified the services that it would undertake and identified the person or persons responsible for overseeing and assuring that those services would be delivered, a copy of which is attached hereto as Exhibit A, and made a part hereof, as if fully set forth below.
- B. The Services to be provided by the Grantee, which are described in Exhibit A, shall include:
1. Services to artists, organizations and the general public, including one-on-one or group consulting in business management, new organization/business start-up, grant-writing, fund raising, board management, marketing, planning, social media, curriculum development, and more; COCA jobs and development weekly e-mail blast; professional development workshops.
  2. Educational services, including COCA's arts and education newsletter; COCA for the Classroom directory; COCA for kids – outside activities for kids directory; and internships.
  3. Marketing services for arts and cultural groups and public information, including "TLH" features for the Sunday section of the Tallahassee Democrat; "TLH" artful questions for the Sunday section of the Tallahassee Democrat; maintaining COCA's website; maintaining the MoreThanYouThought.com website; providing the More Than You Thought this Week newsletter; online media guide; space binder; providing meeting space; and an online artist directory.
  4. Community planning services, including granting services, including managing a grant program, and distributing funds annually to non-profit arts and history organizations; planning, management and execution of grant program, including workshops

to provide instruction on completing the grant process, individual consultations with applicants, recruitment and training of review panelists, disbursement of funds, receipt, review, and evaluation of interim and final reports.

- C. The Services to be provided by the Grantee shall also include operational functions of COCA and implementation of the Cultural Plan, attached hereto as Exhibit B, and made a part hereof as if fully set forth below.
- D. Grantee shall be responsible for all expenses associated with the performance and delivery of Services required by this Agreement.
- E. Grantee shall comply with all applicable laws, ordinances and regulations governing its operation and in the provision of the Services herein required and the expenditure of funds herein granted.

#### **IV. Grant Funds Amount, Distribution and Use.**

##### **A. Grant Funds Amount:**

- 1. The County agrees to provide to Grantee an amount not to exceed one and twenty-five one hundredths (1.25) cent of the five (5) cent Tourist Development Tax imposed by the County for the Initial Term and each subsequent Current Term, for Services further described in Section III.B., herein, and collected during the then current Fiscal Year. A Fiscal Year is defined as consisting of the dates October 1 – September 30 of each year.
  - a. The funds comprising one (1) cent of the Tourist Development Tax shall be available for the use by the Grantee in accordance with subsection B.1.a.
  - b. The funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax shall be available for the use by the Grantee in the Fiscal Year immediately following the Fiscal Year in which the funds are collected in accordance with subsection B.1.b. For example, the funds comprising twenty-five one hundredths (0.25) cent of the Tourist Development Tax collected in Fiscal Year 2014-15, shall be disbursed to or on behalf of the Grantee in Fiscal Year 2015-16.
- 2. The County agrees to provide Grantee an amount of One Hundred Fifty Thousand Dollars (\$150,000.00), for the Initial Term and each subsequent Current Term, from its General Revenue Fund in accord with subsection B.2. for use by the Grantee for Services related to its operational expenses and implementation of the Cultural Plan, as further described in Section III.C., herein.

**B. Distribution:**

1. The Grantee shall receive a disbursement of funds from the Tourist Development Tax fund in the amount of one and twenty-five hundredths (1.25) cent of the five (5) cent Tourist Development Tax based upon the amount collected during the then current Fiscal Year, in the following manner:
  - a. The Grantee shall receive funds comprising one (1) cent of the five (5) cent Tourist Development Tax collected, and made in quarterly payments, in arrears, of twenty-five (25%) percent of the amount described herein to occur not later than February 1, May 1, August 1, and November 1, for the Initial Term and each subsequent Current Term. Receipt of such funds is contingent upon an appropriate invoice, Mid-Year report, and Annual report provided to and approved by the County.
  - b. The Grantee shall receive funds comprising twenty-five one hundredths (0.25) cent of the five (5) cent Tourist Development Tax in the Fiscal Year immediately following the then current Fiscal Year of its collection, and the Grantee shall receive the amount described herein within thirty (30) days of any Capital Needs Matching Grant Program funding request(s) approval by the Tourist Development Council. Receipt of such funds is also contingent upon an appropriate invoice, Mid-Year report, and Annual report provided to and approved by the County.
2. The Grantee shall receive a disbursement of funds from the County in the amount of \$150,000.00, and such disbursement will occur by October 30 of the then Current Term.
3. The Grantee shall submit a non-departmental funding request application, which shall delineate Grantee's plan for the expenditure of funds contemplated by this Agreement, not later than May 15<sup>th</sup> of the Initial Term and each subsequent Current Term.

**C. Restrictive Uses:**

1. Funds received by the Grantee pursuant to this Agreement shall only be used for those purposes set forth herein.
2. Expenditures relating to the Capital Area Cultural Plan, Cultural Grant Program, and Capital Needs Matching Grant Program utilizing Tourist Development Tax revenues shall be consistent with the authorized uses set forth in section 125.0104(5)(a),

Florida Statutes, and the requirements of Resolution R15-12 of the Board of County Commissioners, attached hereto as Exhibit C, and incorporated herein as if fully set forth below. Further, use of the funds described in subsection B.1.b. shall be restricted solely to expenditures related to the Capital Needs Matching Grant Program.

3. Funds shall be deemed misused when the Grantee does not fully comply with the terms governing the use of such funds, in accordance with the provisions of this Agreement. The Grantee hereby agrees to repay to the County any and all misused funds within fifteen (15) days of delivery of notice of misuse of funds to the Grantee by the County. Misuse of such funds shall be deemed a material breach of this Agreement and grounds for termination thereof.
- D. **Return of Unused Funds:** Any unused funds shall be carried forward in an appropriate trust fund of the Grantee. Upon expiration of this Agreement, any unused funds must be spent in accordance with the terms of this Agreement, within 180 days thereof, or returned to the County. Upon termination of this Agreement, any unused funds shall be returned to the County within 15 days of the date thereof.
- E. Future distributions of funds to the Grantee will be contingent upon compliance with this Agreement and the status of previously disbursed funds to the Grantee.
- F. The County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment as set forth herein to the Grantee at any time and for any reason.

**V. Order of Precedence.**

Provisions in the following documents shall be considered to take precedence and prevail over one another, when said provisions are in conflict, in the following order:

1. Agreement
2. Exhibit C, Resolution R15-12 of the Board of County Commissioners
3. Exhibit A, Funding Request Application, dated April 30, 2013
4. Exhibit B, Capital Area Cultural Plan, approved by the County on February 12, 2014

**VI. Audits, Records and Reports.**

- A. Grantee acknowledges and agrees the County reserves the right to conduct financial and program monitoring, as well as the right to perform an audit of the Grantee's records. An audit by the County shall encompass an examination of all financial transactions, all accounts, and all reports, as well as an evaluation of compliance with the terms and conditions of this Agreement. The County reserves the right to inspect all records and conduct audits to ensure both program and fiscal compliance and shall provide written notice of any findings and proposed corrective action, if any, to the Grantee. The Grantee agrees to comply and cooperate immediately with any inspections, reviews, investigations, or audits, when deemed necessary by the County.
- B. Grantee agrees to submit a Mid-Year and Annual report to the County detailing Grantees activities, sub-granting, and use of grant funds. The Annual report shall be submitted to the County by October 15, and the Mid-Year report shall be submitted to the County by April 15 and shall be in a format as prescribed by the County. The Mid-Year and Annual reports shall detail how funds were spent and the results of Grantee's efforts, and shall, at a minimum, include data on sub-granting, marketing awards to individual local cultural and arts organizations, operational costs, overhead costs for the Cultural Tourist grant program, and follow-up information on civic/not-for-profit organizations receiving assistance from the Grantee in previous years. The Grantee shall also provide the County with an annual financial audit for the prior term and a report of all expenditures for the prior term, documenting the details of each expenditure made and Service provided hereunder as part of its Annual report. Grantee shall provide the Leon County Office of Financial Stewardship, for their review, a copy of any audit it has had performed.
- C. Grantee agrees to maintain and keep any and all records necessary to substantiate the expenditure of funds consistent with Services set out in this Agreement. The Grantee shall use an accounting system that meets generally accepted accounting principles. The Grantee shall be required to establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this Agreement. This includes the retention of 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 six (6) years after completion of the Agreement. If an audit has been initiated, and audit findings have not been resolved at the end of six (6) year period, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the County. Records shall be retained for longer periods when the retention period required by law exceeds the time frames required by this Agreement.

- D. Upon demand, at no additional cost to the County, Grantee shall facilitate the duplication and transfer of any records or documents during the required retention period, and shall ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County. Grantee also agrees to produce all records requested by the County for its determination that monies distributed by the County are being spent in accordance with this Agreement, at no additional cost to the County.

**VII. Public Records.**

With regard to the Public Records, the Grantee shall:

- A. Keep and maintain those records that ordinarily and necessarily would be required by the County in order to perform the Services under this Agreement, hereinafter “public records”.
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost to the public as set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements, are not disclosed, except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Grantee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**VIII. Personnel, Subcontracting and Sub-granting.**

- A. The Grantee represents that it has and will maintain adequate staffing to carry out the Services to be provided under this Agreement. Such employees shall not be employees of the County or have any contractual relationship with the County.
- B. All Services required hereunder will be performed by the Grantee and all personnel engaged in the performance of work or Services shall be fully qualified and properly authorized under appropriate state and local laws to perform such Services.
- C. Any of the work or Services to be performed under this Agreement which are subcontracted by the Grantee shall be set forth and described with

sufficient particularity and included in the Mid-Year and Annual Report required to be submitted by the Grantee in accordance with Section VI. B.

- D. The Grantee shall require all recipients of sub-granting awards paid out to individual organizations to enter into and fully execute and be bound by a Sub-Grant Agreement.

**IX. Reporting and Notices.**

- A. Upon execution of the Agreement, the Grantee will provide in writing, the Grantee staff member who will be responsible for the submission of all Grantee reports to the County for the administration of this Agreement.
- B. All reports must be submitted electronically to \_\_\_\_\_ at \_\_\_\_\_@leoncountyfl.gov. All other related correspondence may be submitted to:

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

- C. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Grantee: \_\_\_\_\_  
 \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

Notice to the COUNTY: \_\_\_\_\_  
 \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**X. Termination.**

- A. This Agreement may be terminated by either Party, without cause, upon not less than 30 calendar days' notice in writing to the other Party, unless a sooner time is mutually agreed upon in writing by the Parties.
- B. This Agreement may be terminated immediately by either Party, for cause, upon written notice to the other Party.

- C. In the event that funds for payment pursuant to this Agreement become unavailable or inadequate, the County may terminate this Agreement upon not less than 10 days' notice in writing to the Grantee. The County shall be the final authority as to the availability and/or adequacy of funds. In the event of termination of this Agreement, the Grantee will be compensated only for any work performed under this Agreement which has been satisfactorily completed.
- D. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. Failure to have performed any contractual obligations in the Agreement in a manner satisfactory to the County shall be deemed sufficient cause for termination. The provisions herein do not limit the County's right to any other available remedies at law or in equity.

**XI. General Provisions.**

- A. Governing Law and Venue. This 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 Agreement must be maintained in Tallahassee, Leon County, Florida.
- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.
- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.
- F. Entire Agreement. This 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 Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.



- H. Ambiguity. This 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.
- I. Public Bodies. It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by the County to claim such exemptions, privileges or immunities as may be provided to that Party by law.
- J. Force Majeure. A Party shall be excused from performance of an obligation under this 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 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.
- K. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.
- L. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or part thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.
- M. Revision. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for the Grantee to deviate from the requirements of this Agreement, the Grantee shall obtain the prior written consent of the County.
- N. Publicity. Without limitation, the Grantee and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use in advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, nor represent directly or indirectly, that any products or Services provided by the Grantee have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases,

advertising or materials distributed by the Grantee to its respective customers.

- O. Public Entity Crime. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for public entity crime, he/she 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 the 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, supplier, 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, Florida Statutes, for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.
- P. Civil Rights Requirements. The Grantee shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. The Grantee further agrees that all subcontractors or others with whom it arranges to provide Services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. The Grantee shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.
- Q. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- R. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- S. Indemnity. The Grantee agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits, of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Grantee, its delegates, employees and agents, arising out of or under this Agreement, including a reasonable attorney's fees. The

County may, at its sole option, defend itself or require the Grantee to provide the defense. The Grantee acknowledges that ten dollars (\$10.00) of the amount paid to the Grantee is sufficient consideration of the Grantee's indemnification of the County.

T. Dispute Resolution.

1. All disputes arising under or relating to this Agreement shall be resolved in accordance with the provisions of this Section. A "dispute" shall be understood to mean any conflict or controversy, and may be an assertion of a right, claim, or demand by any Party, met by contrary claims or allegations by the other Party.
2. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - a. 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 equitable resolution.
  - b. Both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both Parties, then such resolution shall be reduced to writing.
  - c. If the Parties are unable to reconcile the dispute to the mutual satisfaction of both Parties, then such impasse shall be reported by the County to the County Administrator.
  - d. The County Administrator, who is charged with deciding the ultimate outcome of the dispute, shall reduce the decision in writing and furnish a copy to both Parties within fifteen (15) business days of notification of the dispute. The decision rendered by the County Administrator shall be final and binding on the Parties.

U. Agency. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Grantee is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any Party that the Grantee and County are partners or that Grantee is the agent or representative of the County.

V. Sovereign Immunity.

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County under section 768.28, Florida Statutes.

WHERETO, the Parties have set their hands and seals effective the date whereon the last Party executes this Agreement.

LEON COUNTY, FLORIDA

COUNCIL ON CULTURE AND ARTS

BY: \_\_\_\_\_  
Vincent S. Long, County Administrator

By: Audra Pittman  
As Its: EXECUTIVE DIRECTOR  
Date 4/17/15

DATE: \_\_\_\_\_

Attest: \_\_\_\_\_  
As Its: \_\_\_\_\_

ATTEST:  
Bob Inzer  
Clerk & Comptroller  
Leon County, Florida

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

Approved as to Form:  
Leon County Attorney's Office

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

EXHIBIT A



2013/2014 Non-Departmental Funding Request Application

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**A. Organizational Information**

Legal Name of Agency: Council on Culture and Arts (COCA)

Agency Representative: ~~Peggy Brady~~, Executive Director  
*Audra Pittman HSE CH*

Physical Address: 816 South M L King, Jr, Blvd, Tallahassee, FL 32301

Mailing Address: (same as above)

Telephone: (850) 224-2500

Fax: (850) 224-2515

E-mail Address: ~~peggy@cocanet.org~~  
*Audra@cocanet.org HSE CH*

Agency Employer ID Number (FEIN): 59-2644263

Does the Agency have a 501(c) (3) status? Yes: X No: \_\_\_\_\_

Date of Agency Incorporation: 1985 Incorporated by FL Statute (Attachment 1)  
*Attach Articles of Incorporation*

**Please be thorough in your response to questions in the attached application. Also, attach the Agency's most recent 990 Tax Return or most recent completed tax return.**

*This agency is considered an instrumentality by the IRS and does not file a 990. Independent audit is available for review.*



EXHIBIT A



**B. Program Information**

1. Succinctly describe the program for which funding is being requested. Please include types of services provided. (Attach additional pages as necessary)

COCA is the catalyst and the engine for cultural development in Leon County. In addition to serving as a designated advisor on cultural affairs to both local governments and the school board COCA initiates services based on needs of the community, provides cost saving tools to the local producing and destination organizations in Leon County and leadership training to their staff and volunteers to drive the area's economy and its quality of life.

With mandated objectivity (see Florida Statute) COCA can lead with a global perspective providing the county a pool of diverse and committed volunteers and a staff of professionals in the field. COCA was incorporated by FL Statute 265.32 in 1985 and determined to be a 501(c)3 non-profit organization by the IRS. It was designated by the City and County public arts agency with a County resolution and City Inter local agreement.

COCA serves as the County's only public agency for arts and culture.

County funding is being requested to support COCA for its marketing and grants programs and services which are a component of the additional services COCA provides to the county at large:

**COCA SERVICES TO ARTISTS, ORGANIZATIONS, AND THE GENERAL PUBLIC**

- One-on-one or group consulting in business management, new organization/business start-up, grant-writing, fundraising, board management, marketing, planning, social media, curriculum development, and more. COCA assists organizations in writing grants not only to the COCA process but national and corporate grants as well. COCA also assists organizations with fundraising they may need help with. It's not only the arts and cultural groups that access this service. Many health and human services organizations utilize some form of arts for their fundraisers as well and seek information from COCA.
- ~~Merchant account for small creative businesses is designed to help working artists make occasional sales they would otherwise lose for not taking plastic. Artists come in for training and then can use the account from their studios or at art shows.~~ *not CH*
- COCA Jobs and Development Weekly E-Mail Blast The COCA Blast debuted in October 2008. COCA staff research and compile listings from dozens of sources every week. The Blast contains job opportunities in arts and culture including staff positions, calls to artists (leads for submissions), auditions, calls to musicians (leads for work), calls to writers (leads for submissions, contests, and awards). Also included are funding and resource development opportunities of all kinds such as, fundraising leads, grant opportunities, calls for volunteers from local organizations, announcements and information for visual, performing, and literary artists of all disciplines, as well as staff, boards, and members of arts and cultural organizations. COCA offers low-cost advertising in these newsletters for organizations needing additional publicity.

EXHIBIT A



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- **Field calls from Visitors** looking for specific information on the cultural activities and offerings in the area. Assist trip planners and organizations seeking to hold events in town that need artistic expertise or entertainment.
- **Access to the Arts for Persons with Disabilities** COCA is committed to remaining completely accessible to all citizens, and helping local organizations and facilities become and remain accessible to all audiences.
- **Serve as local government advisors** when planning an event or activity or researching a policy issue with arts or creative implications.
- **Some Enchanted Evenings Program** While our community is rich in arts and cultural opportunities, not everyone can take advantage of that wealth. Many of our local citizens have economic or physical challenges that keep them from attending cultural events. For more than a decade, COCA's *Some Enchanted Evenings* program has matched social service groups with local event producers. Arts groups provide free tickets; social service agencies identify individuals in need of assistance and arrange transportation for them. COCA coordinates the program for all participants.
- **Professional Development Workshops** COCA offers professional development workshops on a wide range of topics of interest to artists and arts organizations. Workshops are often free or very low-cost to COCA members, and modestly priced for the general public. Previous workshop topics have included Conflict Resolution, Cultural Tourism, Fundraising, Intellectual Property for Artists, the Business of Visual and Performing Arts, Liability Insurance for Cultural Events, and many others.

EDUCATION

- Now in its fourth year, COCA's Arts in Education Newsletter is sent monthly to arts and non-arts educators, administrators, and others interested in arts education. It focuses on topics such as funding opportunities for teachers and schools, curriculum development, new resources and products, meeting and event reminders, and news at the local, state and national levels. COCA staff researches and compiles opportunities from dozens of sources every month. COCA also offers low-cost advertising in this newsletter for businesses wishing to reach educators.
- Provide and maintain an open network between teachers and school district with local arts opportunities in order to assist them in providing arts education to all children. COCA staff contact local teachers and educational administrators personally and regularly attend principals and teachers meetings throughout the district.
- **COCA for the Classroom Directory** COCA's comprehensive arts in education directory gives teachers an in-depth look at the arts in education programs (many of which are free) in Tallahassee, Leon County, and the surrounding areas. In FY11, this directory was converted to also be included as a web-based directory so teachers can easily sort programs by grade level, type of program (field trip, in-class workshop, performance, etc.), category (visual arts, music, dance, etc.), and cost (if any). Directory listings also include how programs address Sunshine State Standards and FCAT focus areas.
- **COCA for Kids- Outside Activities for Kids Directory** <sup>NEW</sup> COCA has started a new initiative to create an online database similar to *COCA for the Classroom* for parents, grandparents, and caregivers looking for cultural activities for their children occurring outside the school day. This directory will

EXHIBIT A



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include after-school and weekend arts events, classes, lessons, camps, entertainment and other activities appropriate for children.

- One-on-one and group consulting in all areas of arts education. COCA staff meets individually with teachers, individual artists or organizations developing school programming, and others to advise on curriculum planning, lesson plan development, funding opportunities, artist residencies, student art exhibits, and contacts that may be able to offer further assistance. COCA assists teachers with logistics and hands-on work of special events/ exhibits/programs.
- Internships COCA welcomes interns from FAMU, FSU, and TCC who are interested in learning more about working in the arts field. Most interns are graduate students; however, COCA also has interns who are undergraduates, and occasionally high school students.

**MARKETING SERVICES FOR ARTS AND CULTURAL GROUPS & PUBLIC INFORMATION**

In this economy, without COCA's free marketing services most of our local cultural organizations would have far fewer opportunities to get their message out, and, Leon County citizens and visitors would be far less informed of the cultural presence that makes it so appealing to live, work and visit here.

- "TLH" Features for Sunday Section of Tallahassee Democrat COCA staff writes feature articles on local artists for the *Tallahassee Democrat* every week, usually in conjunction with a current cultural event. COCA researches and selects local artists, musicians, dancers, theatre directors, writers, actors, museum curators, etc., contacts and interviews them, obtains photos, and writes the articles. COCA also makes these articles available on its online blog, so that community members who are not *Democrat* subscribers can access them in their homes or at the Public Library.
- "TLH" Artful Questions for Sunday Section of Tallahassee Democrat COCA staff interviews well-known people in the community not working as professionals in the arts about how the arts impact their daily lives, and compiles a feature called "A Few Artful Questions from COCA." This weekly column has featured City and County Commissioners and staff, State Representatives, football and basketball coaches, doctors, lawyers, sports figures, television and radio personalities, business owners, and other prominent citizens.
- COCA's website COCA's primary website at [www.cocanet.org](http://www.cocanet.org) was completely re-designed in FY11 to better serve its wide array of users. All of the work from research, design, data entry, and programming was done by in-house COCA staff. In addition to providing information on the agency's programs and services, the site contains individual sections of specific interest to tourists, the general public, arts organizations and businesses, artists of all disciplines, educators, social service agencies and other businesses and associations. The website also features a directory of more than 200 local cultural destination and event providers to encourage visitors to further explore what Tallahassee and the surrounding area has to offer.
- MoreThanYouThought.com website A master calendar for the community [www.MoreThanYouThought.com](http://www.MoreThanYouThought.com) was created and is managed daily by COCA. Now averaging 200 events every week with visitors to the site from 30 states and 15 countries this website has continued to grow into a central resource for promoting cultural events. The user-friendly site, designed for both event seekers and event planners, allows users to enter and edit their own events and search by date, type of event, location, and keyword. National magazines like *Southern Living* regularly search the site adding to their content ideas for Leon County. It is an important link used by many local organizations including the Greater Tallahassee Chamber of



EXHIBIT A



Commerce, Visit Tallahassee, and the *Tallahassee Democrat*. At a recent COCA workshop, "Making Media Connections", representatives of television, radio, magazine and newspaper testified to their dependence on MoreThanYouThought.com to research possibilities for stories to cover.

- **More Than You Thought This Week E-Newsletter** Sending the info directly to the inbox COCA now creates a weekly summary of arts and cultural events in Leon County taken from the listings on COCA's MoreThanYouThought online calendar. Results are showing that this service is having a great impact on increased attendance and inquiries about local events.
- **Online Media Guide** COCA's online Media Guide is a central resource for effectively communicating with 55 of the region's print, radio and television media. It includes up-to-date contact information, tips for reaching visitors. Although the resource is designed with artists and cultural organizations in mind, it's a great tool for anyone needing to communicate with the media.
- **Spacefinder** COCA creates and maintains an online Spacefinder as a resource for individuals and organizations who need space to rehearse, meet, and hold events. The emphasis is on cultural facilities, and places that artists and cultural organizations can use at little or no cost. Facility operators can submit and update their entries online at no cost to them.
- **COCA's own 1,300 square foot meeting space** has become home for many local organizations to hold their Board meetings and serve as rehearsal space and audition space for local performing arts groups. Various state and local government departments in addition to private businesses have also rented it for their meetings and workshops.
- **Online Artist Directory** COCA's online artist directory highlights over 500 local artists of all genres providing the public with a way to search for art from local sources. Those who are learning more about Leon County learn of the caliber and breadth of artists who call Leon County home. Entries include images of the artist or his/her artwork, contact information, a description, and a link to the artist's website, Facebook page, or other online profile.

All of COCA's marketing services have been accomplished through in-house professional COCA staff. There is no other organization in Leon County that offers more information about arts and cultural activities, individual artists and events on a regular basis than COCA.

COCA and Visit Tallahassee each provide important and non-duplicative promotional products that are integral to the economic development of Leon County. Each provides services to attract and inform visitors, while COCA must also accomplish its mission to inform and engage County residents as well.

### COMMUNITY PLANNING

COCA convened a think tank of citizens that met weekly from January through March to analyze the national study *Counting New Beans*. The think tank successfully created a survey that will be across arts and cultural disciplines that can collect local data on the intrinsic impact of the arts and culture on this community. The survey will be field tested during the summer of 2013 and launched with the broad community in the Fall of 2013. Clayton Lord, Vice President for Local Arts Advancement at the Americans for the Arts has shown an interest in coming to Tallahassee to assist with the launch and provide more information on how this exciting project may have a national impact.

EXHIBIT A



GRANTING

- Under contract with Leon County COCA manages a grant program distributing \$501,600 annually to non-profit arts and history organizations that contribute significantly to the quality of life and tourism impact in Tallahassee and Leon County. Developed by COCA with a community task force, the grant guidelines are reviewed and revised every year. A diverse panel of community volunteers reviews applications and makes funding recommendations in a rigorous and highly accountable process. Leon County's grants are funded with tourism development funds and projects funded must meet the requirements as set forth in the FL Statute enacting the tourism tax. (see attached description of that year round process) COCA's contract with the County provides all of the planning, management and execution of the grant program including:
  - Workshops to provide instruction on tools for successfully completing the grant process.
  - Individual consultations with applicants as they complete their applications over a three month period of time.
  - Recruitment and training of citizen review panels.
  - Disbursement of checks to each grantee at the beginning of the fiscal year.
  - Disbursement of checks to each grantee at mid-year upon receipt of their mid-year report.
  - Reviews and evaluation of interim and final reports on the use of funding.
  - Annual evaluation and input meeting with panels, applicants and interested citizens to examine issues and make recommendations for a strong and fair grant process.

Managing both the City and County's grant programs COCA has consolidated the work for the applicants.

In conversation with Lee Daniel, COCA has agreed to adjust the Grant Awards for FY14 to County Cultural Grantees to total \$504,500 and COCA's funding for programming will be reduced by \$2900.

2. Why is this funding being requested? If this funding request is not approved, what would be the impact on your agency or program for which funding is sought?

This contract is to provide services for the year round management of the Cultural Grant program and to provide the marketing and training services of the local arts agency. COCA contributes funding to its operation through the collection of memberships, the sales of ads and the rental of its meeting space. Aside from those sources of revenue, COCA submits grants to national funders to pay for the costs of programs and services not funded by the city or county contracts.

Unlike all other local non-profit organizations COCA is also restricted by a unique funding directive. Recognizing from its conception the limited private and corporate sources available in Leon County, COCA was asked to refrain from seeking private funds from local individuals or corporations to support its own operational and administrative costs in order to prevent conflicts of interest to those COCA serves that are also seeking funds from those limited private sources.

Leon County grants for arts and cultural projects are investments in destination building for tourism. These grants are awarded from the tourism tax revenue. COCA's contract to provide the grants program management has come from general revenue.

COCA is extremely grateful for the County's continued investment in the arts and culture through its funding of the catalyst and support engine in COCA and the dollars for individual projects to the local organizations.

EXHIBIT A



3. Projected program impact/outcome results: What is the projected impact on the target population?

Healthier, more stable non-profit cultural organizations, citizens with increased awareness of and access to arts and culture, and visitors who stay longer and return for more will result from COCA's programs and services. In addition to the economic impact/outcomes the cultural element of Leon County has an important social impact as well. As the Knight Foundation study *Soul of the Community* points out, a community's viability is greatly affected by its citizens opportunities to connect to each other. Citing arts and cultural activities as one of the most important ways to accomplish that, COCA understands that its role is of utmost importance to connect the whole community, not just a narrow sector of it.

Serving as the County's first point of contact for information on cultural affairs COCA provides both local governments and citizens with professional expertise in cultural planning and marketing, both commercial and non-profit arts business consultation, and technology expertise particularly as it relates to the arts. COCA's staff also uniquely provides both professional performing arts business experience and professional visual arts experience.

The programs described above are a result of COCA's receipt of the County's funding.

The target population includes both visitors, citizens who call Leon County home, businesses that want to retain or attract workers with our quality of life and our children who deserve opportunities in the arts and culture both in school and out of school. (Again, please see Attachment : Update on Programs and Services to learn how seriously COCA takes these responsibilities)

Following are the voices of some of those constituents expressing what they believe are direct impacts/outcomes of COCA's Services from the past six months.

Samples of direct impact/outcomes of COCA Services:

*"I honestly don't know what I would do to provide content for our weekly Sunday arts and culture publication TLH without this mutually beneficial relationship between the Council on Culture & Arts and the Tallahassee Democrat. I often consult COCA's excellent and exhaustive online calendar listings at [www.morethanyouthought.com](http://www.morethanyouthought.com) when I need to flesh out the calendar listings in the Lighthouse. Peggy is always happy to provide input when I'm wrestling with a cultural dilemma, and she's also supremely accessible as a quotable and knowledgeable source on local cultural matters. COCA truly keeps its collective finger on the pulse of arts and culture in Tallahassee and the surrounding area—I cannot imagine a cultural scene without it."*

*Karl Schardt  
Visit Florida*

EXHIBIT A



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*"Thank you so much for the most gracious and in depth article. I can't tell you how much that article has helped us with ticket sales. We have received so many compliments."*

*Robert A. Stuart  
Artistic Director, Young Actors Theatre*

*"We are so glad to have the COCA event website available to us. It's very impressive how many activities there are in Tallahassee all the time."*

*Sarah Ann Dalley  
Tallahassee Active Lifelong Learners*

*"Appearing in the COCA blast is totally helping- we have seen a marked up-tick in Tallahassee traffic at the Bookshelf, which is exactly what we're going for. I hear people saying 'I saw this in an email' a lot more now."*

*Sarah Turner  
Bookshelf & Gallery in Thomasville*

*"I and my dancers want to thank you so much for the help with advertising. We all feel that was the one effort we needed to pull the show out of the hole. We had enough last minute ticket sales to make sure we could pay for our venue. And for that we appreciate your help with the ads."*

*The Dandara Dancers  
Women's Bellydance Center*

*"Thanks for all that you do. Your email blasts are one of the few that I actually look over and read. You do a great job!"*

*Nelle McCall  
Woodstork Festival*

*"We got a response to our request on COCA's e-mail blast for a volunteer graphic artist! We're delighted to have the assistance of Frank Dietrich as we prepare for this event to support Refugee House. Bless you for passing on this request for us."*

*Linde Collins  
MusicFest organizer*

*"Thank you for offering such a wide variety of informative information. Your blasts are very useful!"*

*Leigh Rodante  
Program Director  
Cultural Center at Ponte Vaca Beach*

EXHIBIT A



2013/2014 Non-Departmental Funding Request Application

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*"Our junior club, the Franklin Academy Leos Club have been a participant of this program for many years. Our young adults from economically and socially disadvantaged have been exposed to high profile events they otherwise would not have been able to. These events have boosted their self esteem, education and social life and have taught them that in spite of their social, cultural and economic disposition they can still achieve. You have worked tirelessly in coordinating the program for all participants and we appreciate your efforts."*

*Virgil Dawson  
Past President  
Tallahassee Westside Lions Club  
District 35-F*

*"Amanda (at COCA) regularly organizes meetings with art educators so we can share ideas and so that she can better understand our needs and concerns, especially during the recent budget crisis. She listens to what our situations are like and responds by supporting our departments. Because of her monthly Arts in Education Newsletter, I have personally received a community classroom grant that assisted my department in purchasing a diamond band saw for our glass workshops."*

*Dahl Barrett-Hayes  
Art Professor  
Florida State University Schools*

*"From an educational perspective we are getting such a wonderful hands on look into the world of government grant funding. This whole experience has exceeded my expectations and I am learning so much! From a professional perspective you are helping us see how to shape something that is very exciting for the School of Theatre and I am so happy that we are part of this process."*

*Ashley Karns  
Graduate Student*

*"It was wonderful! Thanks for another great workshop, it was a Saturday well spent. What are we doing next?"*

*- FSU Master Craftsman Studio*

*"It was my extreme pleasure to take part in the COCA Media Workshop program. So many great people and new contacts! I'll have enough story ideas to keep me going for at least the next couple of years. Thank you for providing the connection."*

*Tom Flanigan  
Community Relations Director for News  
WFSU-FM/Florida Public Radio Network*

*"Many thanks to the panel and to COCA for a wonderful workshop! Good stuff!"*

*-The Market District*

EXHIBIT A



*"Just wanted to send a quick note of thanks for offering the budget workshop this afternoon! It was extremely helpful. Even if I once-upon-a-time knew of some of the nitty-gritty details, it's always nice to be refreshed. Thank you for taking time out of your busy day to provide that for us!"*

*Emily Brown  
Executive Director  
The Tallehasssee Community Chorus*

*"I am so impressed with the help you are providing on our grant proposal. Your detailed review of the "kille" things, as well as your insightful, provocative, and tremendously helpful questions, observations, and recommendations are of tremendous value. I'll be up bright and early tomorrow morning to begin reworking the narrative. I've already emailed the "team" at LeMoyné in give them a status report, and I have sung your praises. THANK YOU."*

*Jeanna Kimball  
Volunteer  
LeMoyné Center for the Visual Arts*

*"That great "whcoshing" sound you may have heard yesterday was my sigh of relief after opening the envelope from the Department of Agriculture and Consumer Services and reading the letter that began, "The above-named organization has complied with the registration requirements..." Many thanks to Dave Kennberg, Dan Brinkmann, and Holly Thompson at the Council on Culture and the Arts (the Sweetheart of the Chorus!) for their hands-on help with getting this done this year!"*

*Robbie Brunger  
Chapter Secretary, The Capital  
Chordsmen of Tallahassee*

*"Thank you so much for meeting with me, and I appreciate your honest insights and ideas. It helps confirm my five areas of concentration for my term as TLT president. Thanks again for all that you do in our community, and I'll look forward to more discussion throughout the year."*

*Bev DeMello  
Tallahassee Little Theatre*

EXHIBIT A



4. List the targeted population projected to be served or benefit from this program.

- Citizens of Leon County
- Visitors to Leon County
- Businesses and professionals considering relocating to Leon County
- Non-profit cultural organizations
- Private commercial creative businesses
- Individual artists, professional and amateur of all ages
- Creative business entrepreneurs
- Event producers
- Educators at all levels (arts and non-arts, in schools, after school and in non-traditional settings).
- International dignitaries interested in cultural exchange and opportunities with Leon County
- An active internship program providing experiences in Arts Administration to graduate level students at both FAMU and FSU and local high school students interested in learning more about careers in the arts
- TCC, FSU, FAMU arts administration classes, architectural student projects, and student events

The latest Dunn and Bradstreet data indicates that Leon County currently has 868 arts businesses with 3,277 employees. We are encouraging more cultural businesses to report their data as we know of many that are not included here.

5. Provide the methods that are being used effectively to attain this program's targeted population.

- Meetings and workshops are produced for the public on topics relevant to arts and cultural businesses.
- Individual one on one consultations with an average of 90% of all the organizations who apply to the COCA grants process.
- COCA staff contact local teachers and educational administrators personally, with regular attendance at principals and teachers meetings and with the COCA Arts in Education newsletter
- COCA receives over 500 works of art for review every year, exhibiting the work of over 300 local artists of all ages.
- COCA's comprehensive internet presence including interactive websites, Facebook and Twitter options provide citizens, visitors and local businesses, artists and non-profit organizations information on COCA services and programs.
- COCA staff serves on numerous government and non-government task forces and steering committees, serves as judges and jurors for local events and regular speakers at civic, educational and festival gatherings both locally and around the state and nation.
- COCA has a strong relationship with local media and assists local cultural providers in establishing their media relations through the regularly updated COCA Media Guide on the COCA.net.org website.
- Regular communication with Visit Tallahassee and Tourism representation on the COCA Board of Directors.

EXHIBIT A



6. Outline the phases and time frames in which this program or event will be accomplished if funded.

This application is for funding from Leon County to be applied from October 1, 2012 to September 30, 2013.

7. List the program's short-term, intermediate, and long-term goals.

**LONG TERM**

Serve as the designated local arts agency for the development and support of arts and culture in Florida's Capital County.

**INTERMEDIATE**

(Below is from COCA's founding Florida Statute 285.32 - "Leon County" inserted for "Florida")

- (a) Stimulating greater governmental and public awareness and appreciation of the importance of the arts to the people of Leon County.
- (b) Encouraging and facilitating greater and more efficient use of governmental and private resources for the development and support of the arts.
- (c) Encouraging and facilitating opportunities for Leon County residents to participate in artistic activities.
- (d) Promoting the development of Leon County artists, arts institutions, community organizations sponsoring arts activities, and audiences.
- (e) Surveying and assessing the needs of the arts, artists, arts institutions, community organizations sponsoring arts activities, and people of this county relating to the arts.
- (f) Supporting and facilitating the preservation and growth of the county's artistic resources.
- (g) Contracting for artistic services, performances, and exhibits.
- (h) Developing a center or complex of physical facilities for the use of the arts.
- (i) Providing financial and technical assistance to artists, arts institutions, and audiences.
- (j) Otherwise serving the citizens of the county and state in the realm of the arts

**SHORT TERM**

Support Leon County Commissioners' foresight in providing critical funding for COCA, its designated local arts agency, and support for its non-profit partners in the arts through the COCA Grant Program, developing the cultural products needed to attract visitors, retain businesses and provide quality of life for the citizens in Leon County.



EXHIBIT A



**8. What other agencies in Leon County (governmental, non-profit, and private) provide services similar to those which would be provided by this funding?**

No agency other than COCA provides arts and cultural expertise on behalf of Leon County, its residents and arts and cultural providers. While marketing and promotion to visitors is a priority of Visit Tallahassee's it is only one of the marketing priorities of COCA. The two agencies collaborate on their visitor efforts that are related to arts and culture, while COCA takes the lead in promotional and public information services for Leon County residents related to arts and culture as well as other services and programs.

**8. List any Agency partnerships and collaboration related to this program.**

The following is only a representation of some of the partnerships and collaborations:

- Non-Profit Sector Support Task Force- founding member of this coalition of non-profits from all non-profit sectors (arts, history, health, human services, animal, environmental, etc) united to work toward a healthier non-profit community. TCC has now been involved and will be moving forward with the ideas generated from this task force to create a non-profit center.
- Community Redevelopment Agency- under contract provide special services for the coordination of the sculptural component for the Boca Chuba pond and advisor on cultural events and activities.
- Visit Tallahassee/Tourist Development Council- Under contract with Leon County COCA creates and implements a program to award grants funded through the collected tourist tax revenue. In addition Visit Tallahassee utilizes COCA's cultural information in their specialty promotions and online presence. The two entities are collaborating in the expansion of COCA's MoreThanYouThought calendar as a one stop calendar of events for both promotional efforts.
- Parks and Recreation- City Winterfestival arts components; City and County Art in Public Parks; City and County event publicity.
- Leadership Tallahassee-serve as consultant for classes and meetings related to art and culture's impact to the community. Assist with the development of Arts Day and serve as regular presenters.
- Knight Creative Communities - consult with teams and individuals creating new projects for and provide research and other support as they proceed.
- Local Schools- serve as liaison between teachers and cultural organizations; provide regular newsletter and online resources for teachers in the region; reach out to rural areas to survey needs in schools that could benefit from partnerships with Leon County cultural organizations.
- University and Colleges-serve as guest lecturers, adjunct professors, members of task forces and provide internship program for both undergraduate and graduate level students supervising over 15 interns in 2011-2012.
- Florida Department of State, Division of Cultural Affairs-Assist with projects for Secretary of State and Department during Legislative session; serve on statewide grant review panels.
- Education Unit in the Governor's Office of Policy and Budget- COCA coordinates a regional exhibit of young people's artwork representing 5 counties.
- Leon County Department of Place; Tallahassee/Leon County Planning Department- working together on cultural aspects of Cascade Park.

EXHIBIT A



**C. Funding Information**

10. Agency's current total budget: 2012/13 \$ 844,652 (current) 2013/14 \$943,793 (proposed)  
The COCA Board of Directors has not approved the FY14 budget as of the date required for submission of this application

11. Total cost of program: \$ 944,652 current \$943,793 proposed

12. Please list the 2012/13 funding amount and associated expenditures requested from Leon County and other revenue sources:

Please note it is mid-year, so these expenditures are still budgeted rather than Actual

Actual Expenditure Detail	Leon County Funded	Other Agencies Funded	Total
Compensation and Benefits (85% program staff; 15% management)	126,724	172,714	299,438
Professional Fees (audit)	2,000	9,000	11,000
Occupancy/Utilities/Network (less than market rate lease)	20,676	32,704	53,380
Supplies/Postage	1,500	1,500	3,000
Equipment Rental, Maintenance, Purchase	2,000	6,000	8,000
Meeting Costs/Travel/Transportation	0	5,596	5,596
Staff/Board Development/Recruitment	0	0	0
Awards/Grants/Direct Aid-paid out to local organizations	501,600		501,600
Bad Debts/Uncollectible	0	0	0
Bonding/Liability/Directors Insurance	0	1,593	1,593
Other Expenses	0	61,045	61,045
<b>Total</b>	<b>654,500</b>	<b>290,152</b>	<b>944,652</b>

13. Please list the following Revenue Sources for the current year and the upcoming year below:

Revenue Sources	2012/13 (Current) Budgeted not Actual	2013/14 (Proposed)
Leon County (not CHSP)	654,500	654,500
City of Tallahassee (not CHSP)	192,036	192,036
United Way (not CHSP)	0	0
State	33,861	24,594
Federal	0	0
Grants	0	42,400
Contributions/Special Events (includes License Plates)	7,000	7,000
Dues/Memberships	14,000	13,000
Program Service Fees (CRA grant for services)	25,000	0
Other income -estimates for COCA conference room rentals, merchant account, ads, interest	18,255	10,263
<b>Total</b>	<b>944,652</b>	<b>943,793</b>

EXHIBIT A



2013/2014 Non-Departmental Funding Request Application

14. Please list the following expenses for the current year and the upcoming year below:  
The COCA Board of Directors has not approved the FY14 budget as of the date required for submission of this application

Expenses same notes on items as above	2012/13 (Current) Budgeted not Actual	2013/14 (Proposed)
Compensation and Benefits (*FY13 some employees began midyear-so lower than full yr would be)	299,438	331,313
Professional Fees	11,000	11,000
Occupancy/Utilities/Network	53,380	53,380
Supplies/Postage	3,000	3,250
Equipment Rental, Maintenance, Purchase	8,000	8,000
Meeting Costs/Travel- Includes public workshops, receptions, community events	5,596	3,000
Staff/Board Development/Recruitment	0	0
Awards/Grants/Direct Aid	501,600	504,500
Bad Debts/Uncollectibles	0	0
Bonding/Liability/Directors Insurance	1,593	1,593
Other Expenses (Includes special project CRA)	61,045	27,757
<b>Total</b>	<b>944,552</b>	<b>943,793</b>

15. Describe actions and fund-raisers to secure funding.

COCA plans to continue generating revenue from the sales of ads and rentals of meeting room as well as the submission of grants to outside sources. Recognizing from its conception the limited private and corporate sources available in Leon County, COCA was asked to refrain from seeking private funds from local individuals or corporations to support its own operational and administrative costs in order to prevent conflicts of interest to those COCA serves that are also seeking funds from those limited private sources. COCA lost its Grant Writing staff person during the current fiscal and plans to replace that position part time in order to write grants for FY14.

16. Will this program or event recur every year?

No: \_\_\_\_\_ Yes: annual contract

17. Would funding by Leon County be requested in subsequent years for successful completion of the program?

No: \_\_\_\_\_ Yes: yes as contract services are desired  
If "yes," estimate, the amount of next year's funding request: no estimate possible at this time for FY15

18. Has Leon County ever contributed funds to this program in the past?

No: \_\_\_\_\_ Yes: annually contracts with COCA to provide services

If "yes," list date(s), recipient or agency, program title and amount of funding:

Date: FY13  
Recipient or Agency: Council on Culture and Arts  
Program Title: Annual funding investment in culture  
Funding Level: \$654,500

Attach a copy of the Agency's most recent financial report. (Independent audit still underway-should be available May 2013)



**CERTIFICATION**

I, the undersigned representative of the Agency, organization or individual making this request, certify that to the best of my knowledge all statements contained in this request and its attachments are true and correct.

Print Name: Peggy Brady

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Peggy Brady", written over a horizontal line.

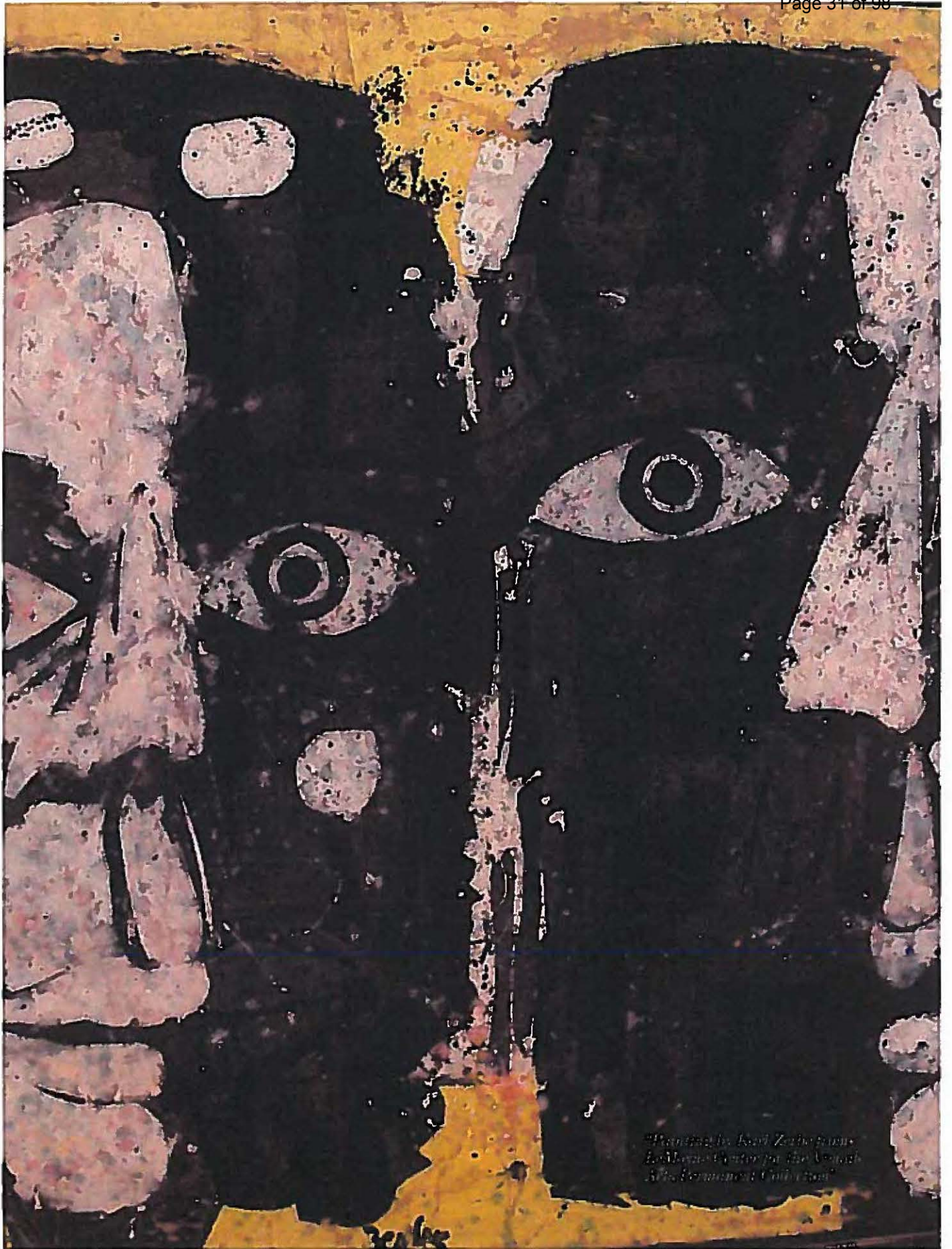
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EXHIBIT A

City of Tallahassee/Leon County  
Cultural Plan Review Committee

# Capital Area Cultural Plan





*Portrait by Karl Zeebe from  
Karl Zeebe Center for the Visual  
Arts, Permanent Collection*

CITY OF TALLAHASSEE/LEON COUNTY  
Cultural Plan Review Committee  
**CAPITAL AREA CULTURAL PLAN**

JANUARY 2014

*"During its year of work, The Cultural Plan Review Committee reached out to our community to hear and learn how the original cultural plan worked for them and what changes could be made to make a new plan be successful. This new cultural plan reflects the current state of culture, heritage and arts in the capital area and asks our elected officials in both City and County for strong commitments to support arts and heritage efforts in our community".*

*Kelly Dozier, Chair  
Cultural Plan Review Committee*



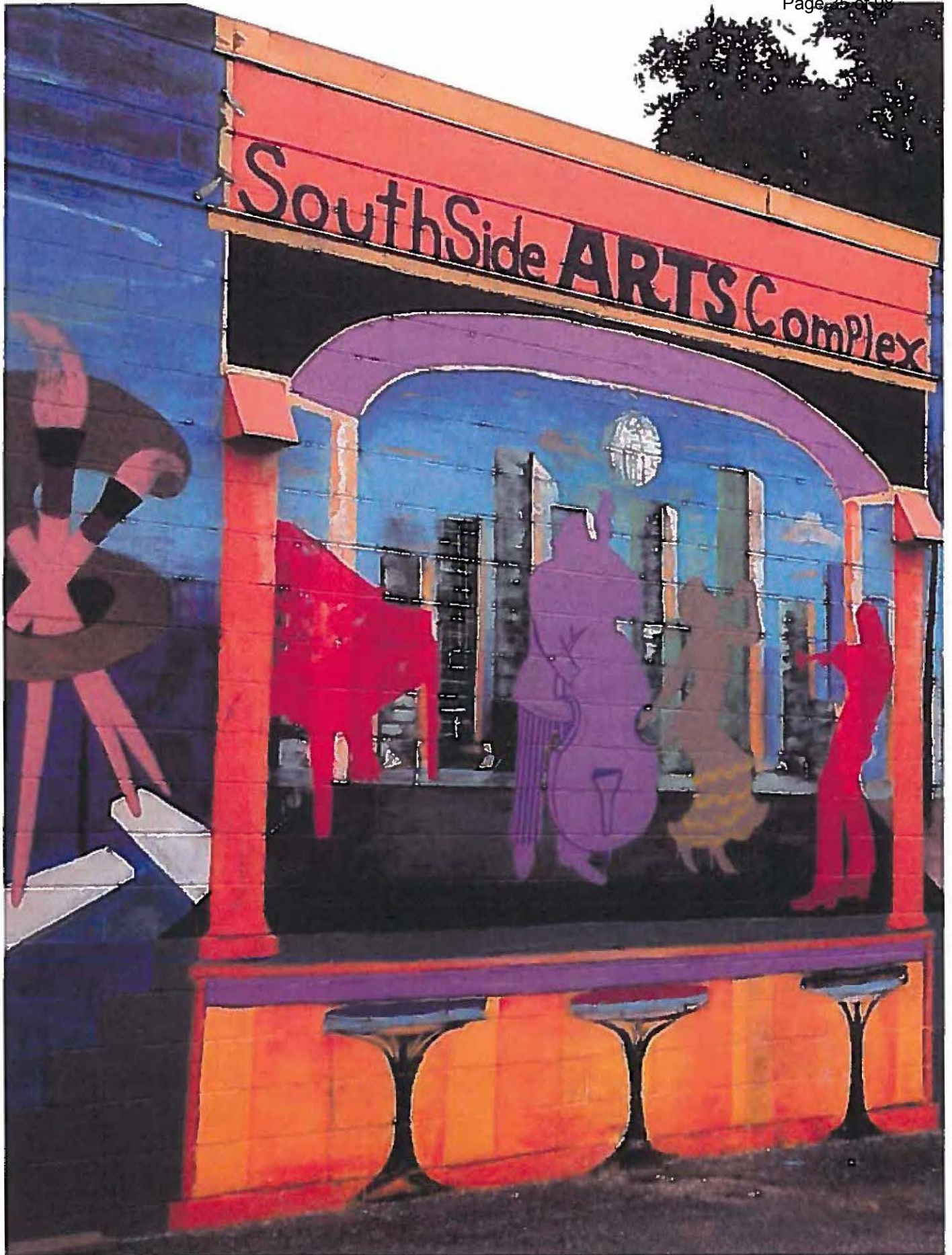
**This plan was unanimously approved by a December 16, 2013  
vote of the Cultural Plan Review Committee.**





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## THE ROLE AND BENEFITS OF ARTS AND CULTURE IN OUR COMMUNITY

The importance that Committee Members place on the arts industry and its significance to Tallahassee is demonstrated in the countless volunteer hours that have been invested in this process as well as the time, talent and treasure each member has personally provided to organizations of their choice.

Each and every member of the Cultural Plan Review Committee would like to offer their voice to the chorus of support for the importance of arts, culture and heritage which results in our community's sense of place and contributes greatly to economic development. The intrinsic value may not be easy to quantify but the impact our arts community offers is clearly proportional to quality of life experiences. It takes resources and planning to document metrics that link events, attractions, educational outreach, ties to business and family relocations but it only takes a glance at a community calendar to know that this community values the arts.

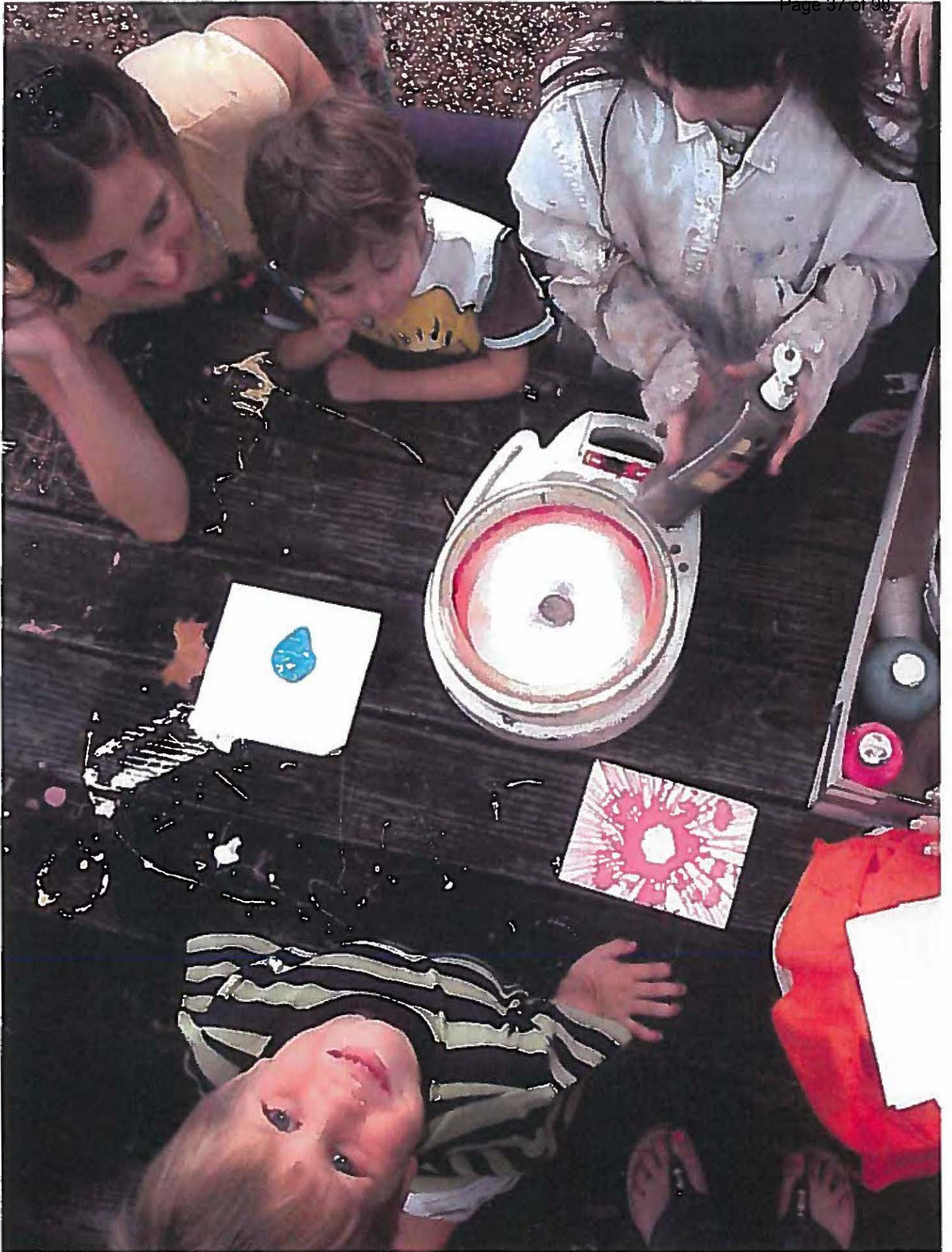
To place appropriate emphasis on the measurable value of arts to any community, we offer the December 5, 2013 findings of the U.S. Bureau of Economic Analysis and National Endowment for the Arts as stated in a press release on the Impact of Arts include:

- 3.2% or \$504 billion of current gross domestic product is attributable to the arts
- U.S. Travel and Tourism is an additional 2.8%
- The positive value of arts and culture has been understood on a human level for a millennia
- The impact can be measured
- Arts commodities include advertising and education

- During the recession the arts suffered more than the overall economy
- In 2011 the production of arts and cultural goods employed more than two (2) million workers and generated more than \$289.5 billion of employee compensation

Major community initiatives that included Richard Florida's Creative Class concepts that resulted in the Knight Creative Class Initiative (KCCI) and the recent IMAGINE TALLAHASSEE effort, individually and collectively confirmed the importance of achieving greatness as a community and the role that arts, culture and quality of life experiences play in fulfilling that role. These efforts addressed the concepts of community "brain drain," building on existing resources and creating new collaborations. Sustainable Tallahassee and the Tallahassee Film Festival were two outcomes of KCCI efforts. The initiatives resulted in building a sense of place with "Get Gaines Going" and Cascades Park as two examples. It is very clear that people of all ages believe that art, culture and heritage are critical to developing the character of our community and achieving "Greatness".

**If our community adopts and implements a revised cultural plan that includes annual accountability and modifications, we can ensure that we will maintain our respected leadership position in K-college education, keep and attract new residents, create jobs, increase quality of life experiences and build tourism. Increased tourism will result in increased bed tax funds, a principal element of current and future cultural funding.**



## SUPPORT OF ARTS AND CULTURE IN OUR COMMUNITY

During a time when almost every municipality in the state of Florida reduced or eliminated funding for arts and culture, the elected leaders of Leon County and the City of Tallahassee demonstrated their commitment to the value of culture, arts and heritage experiences with unwavering and unanimous support. That support is symbolic that culture is part of the very fiber of our community, creating character and offering value for every district of our city and county.

The Cultural Plan Review Committee would like to commend and thank the Leon County Board of County Commissioners as well as the Mayor and City of Tallahassee Commission for their collective leadership to establish the Cultural Plan Review Committee a group of diverse and interested citizens dedicated to providing direction for arts, culture and heritage planning for the benefit of our residents and visitors.

The Cultural Plan Review Committee (CPRC) understands the importance of their recommendations representing the interests of the entire community. Efforts to ensure that the diverse population segments were heard were essential to the process, knowing it would result in strength and vitality for our cultural region.

Cultural Plan Review Committee members' life experiences span seven decades and included important representation from generations defined as "baby boomers," "Generation X," "Generation Y," and "Millennials." Professional experiences and backgrounds included artists, a young professional, corporate officers, small business owners, educators, tourism professionals, representatives of higher education, community volunteers, non-profit executives, a former legislator, media and

marketing professionals, banking and finance, as well as representation from The Council on Culture and Arts. Ethnic representation was also diverse and was additionally complimented by the concerted effort to meet with community stakeholders representing many ethnic groups each serving important demographic sectors.

The report contains some new ideas and a different perspective on some significant elements of the former plan, which was adopted in 2003. The differences are not critical of the original work. In fact, the accomplishments of the first plan are commendable and many elements of that plan continue to serve our community well today. However, there have been many changes in our community over the span of a decade. Some have had great impact on local cultural organizations including the ability to fundraise, meet financial objectives or continue as a sustainable entity.

The findings of the Cultural Plan Review Committee are the result of careful consideration for the impact of the recent financial recession and demographic shifts in populations. Examples include efforts to keep a highly educated workforce in our community (recent college graduates) and our ability to attract an affluent and educated retiree population (Choose Tallahassee) The Committee's recommendations were greatly influenced by the input of leading community organizations that include, but are not limited to: The Tourist Development Council, The Greater Tallahassee Chamber of Commerce, The Capital Chamber of Commerce, Big Bend Minority Chamber of Commerce, Leon County Economic Development Council, The Leon County Public Schools, Florida State University, Florida A&M University, Tallahassee Community

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College, as well as the many arts, cultural and heritage organizations that serve our region.

These important community stakeholders and many others participated in the process by serving as members of the Committee, responding to written surveys, through interviews, e-mails, and by attending meetings. There were more than 100 meetings that were publically noticed, providing opportunity for input from any interested party.



## CULTURAL PLAN REVIEW COMMITTEE APPOINTEES:

<b>Marc Bauer</b>	<b>Kelly Simmons Dozier</b>	<b>Jan Sheffield</b>
<b>Althemese Barnes</b>	<b>Christopher Heacox</b>	<b>Bailey Vochastzer</b>
<b>Chucha Barber</b>	<b>Terrence Hinson</b>	<b>Bart Wells</b>
<b>Betsy Couch</b>	<b>Rebecca Lutz</b>	<b>Mayda Williams</b>
<b>Berneice Cox</b>	<b>Anne Mackenzie</b>	<b>Michelle Wilson</b>
<b>Russell Daws</b>	<b>Marion McGee</b>	<b>Rosanne Wood</b>
<b>Karen Wendland Dix</b>	<b>Audra Pittman</b>	
<b>Kevin Doar</b>	<b>Jill Sandler</b>	

## CITY OF TALLAHASSEE STAFF ASSISTING THE COMMITTEE:

**Michael Parker, Director, Economic & Community Development**

**Wanda Milton Whitehead, MPA, CPM, Assistant Director, Economic & Community Development**

**Hetal H. Desai, Assistant City Attorney**

**Wendy Gray, Public Workshop Facilitator**

**Mack Rush, Coordinator of Special Projects, Economic & Community Development (Retired)**

**Deborah L. Craig, Administrative Specialist I, Economic & Community Development**

**Michele McGee, Administrative Specialist I, Economic & Community Development Department**

**Jacqueline Riggins, Administrative Specialist II, Economic & Community Development Department**

**Carol Shirkey, Administrative Specialist III, Economic & Community Development Department**

**Frank Dietrich, Urban Design Mapping & Graphics Specialist, Tallahassee-Leon County Planning Department**

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## APPROACH AND PROCESS OF THE REVIEW AND RECOMMENDATIONS

Seeking to engage citizens in the planning process and bring an independent perspective to the examination of the existing cultural plan, current programs, and future initiatives, as well as the role of COCA in providing arts and cultural leadership, the Leon County Commission and the Tallahassee City Commission created the 18-member Cultural Plan Review Committee in October 2012. The Committee held its first meeting on Dec. 10, 2012.

The Cultural Plan Review Committee was charged with the responsibility to review the original plan, assess the status of the plan and its implementation, determine what portion of the plan might need to be updated or omitted based on changes that had occurred since its creation and to provide recommendations for modifications to the plan objectives.

Specific areas members were asked to address included:

- How to raise additional funds for arts, culture and heritage communities
- What are the immediate facility needs for arts and cultural organizations in the community and provide specific recommendations to meet those needs recognizing the fiscal limitation of public funding
- How to elevate awareness of arts, cultural and heritage organizations in the community to local and regional audiences
- How can the arts, cultural and heritage communities work more closely with the educational institutions and public and private sectors

Members of the Committee unanimously selected Kelly Dozier to be the Chair and

Audra Pittman to be Vice-chair at the first committee meeting. Each members' areas of interest and expertise were also discussed. It became obvious that to achieve the objectives, members of the Committee would need to work on specific and unique segments of the plan. The original Plan's six (6) objectives became the basis for the sub-committees.

At the second meeting, Chairs for the subcommittees were appointed by the Committee Chair and Vice-Chair and members of each subcommittee were appointed to sub-committees based on their interests and experience. It was agreed that any member could attend any subcommittee meeting and that all members would have the opportunity to discuss and contribute to the recommendations of any subcommittee findings.

The sub-committees began with their respective and detailed review of each of the original Plan's six objectives that correlated to that committee. This process spanned more than six months with each committee laboring to provide both review and recommendations.

Due to the overlap of interests and to consolidate resources ultimately, four of the sub-committees were combined into two. It was impossible to separate recommendations for Marketing and Economic Development as it was to separate recommendations for Facilities and Finance. The interrelationships between



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the objectives and the recommendations resulted in four final sub-committees.

Having met and deliberated for over a year, the Committee is excited to submit this update to the current cultural plan. We have engaged our community over the course of this past year. We have held numerous meetings throughout Leon County and Tallahassee, listened to hours of public testimony, exchanged ideas, discussed options, explored a sampling of current offerings, met with the COCA Board and distilled it into a set of recommendations covering four key areas—Education, Economic Development and Marketing, Facilities and Funding, and Plan Implementation/COCA.

This plan is intended to be a living plan, one that is flexible and responsive to trends and aspirations within Tallahassee and Leon County. It reflects a vision and a deep-seated commitment by our leaders and residents to accelerate the growth of creative opportunity throughout the region. It recognizes the contributions the arts, culture and heritage make to economic development and education of our community.

This plan includes numerous recommendations. While these are an important first step, implementation is the most important next step. We recognize that success will require continued leadership from the Leon County Commission and the Tallahassee City Commission. COCA has a critical role in implementation. As detailed in the recommendation (Plan Implementation/COCA) they are essential to that process working in cooperation and collaboration with other community stakeholders. Not all aspects of implementation have been allocated to a particular individual or organization as funding priorities and funding availability will determine how best implementation strategies can be realized. It is clear, and the Committee would like to emphasize, that it will take all

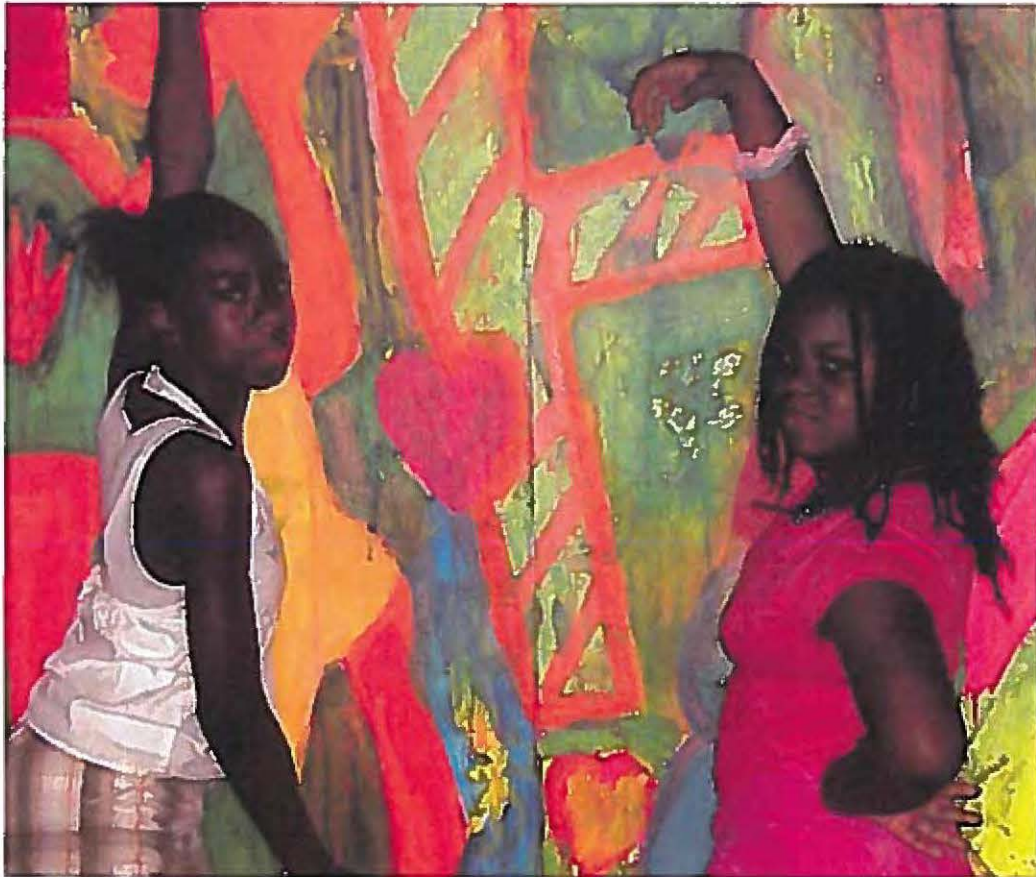
stakeholders to implement and execute the plan including strong advocacy resources.

The Committee respectfully requests that you accept this plan, and that through your local arts agency—COCA—and its strategic planning process and current programming, the proposals that are within your control are integrated into our existing cultural plan, programs and offerings as resources permit.

Setting priorities among many competing proposals within the plan will be a critical component and require a strategic roadmap. The Committee has not prioritized the recommendations in any particular order and has not assigned a cost to these initiatives. It is our intention that COCA, as your local arts agency, working on your behalf, at your direction will have the opportunity to lead the prioritization of the recommendations in tandem with the further development of their strategic plan. The Cultural Plan Advisory Committee and COCA will co-host a workshop to take the important next step of establishing those priorities. The workshop and future meetings will consider implementation requirements, explore associated financial resources and needs, and work towards incorporating recommendations that are within the control of the county and city into a strategic plan developed and approved by the COCA Board. This can be implemented in phases as resources allow, beginning with the fiscal year 2014/2015.

Finally, the Committee recommends that you also appoint a Citizens' Cultural Plan Advisory Committee to meet bi-annually with the COCA Board to review community progress towards the implementation of the programs and initiatives in this plan, exchange ideas and identify additional strategies for expanding arts, cultural and heritage opportunities.

**The Committee is unanimous in its belief that we have a vibrant art, cultural and heritage community that must be maintained and strengthened. The successful future of our community is directly proportional to quality of life experiences that attract and keep residents and grow successful businesses. Art means business and the business of protecting and growing our arts community must remain a critical priority for all stakeholders especially the men and women who are elected and charged with the trust placed in them for this important purpose. The Committee would like to express gratitude for the support provided to-date, including the opportunity to share a collective voice about the rewards of our current and future art, culture and heritage offerings.**





## THE CULTURAL PLAN REVIEW COMMITTEE CONTRIBUTING MEMBERS

**Kelly Simmons Dozier, Committee Chair**  
Funding & Facilities and Plan Implementation  
Subcommittee Member  
City Commission Appointee  
Senior Vice President/Chief Community  
Officer, Mad Dog Construction

**Dr. Audra Pittman, Committee Vice-Chair**  
Education Subcommittee Member  
City Commission Appointee  
Artist/Professor, Savannah College of Arts & Design

**Chucha Barber, Facilities Subcommittee Chair**  
County Commission Appointee  
Principal, Chucha Barber Productions

**Betsy Couch, Education Subcommittee Chair**  
Knight Creative Community Initiative Appointee  
Adjunct Professor, Florida State University

**Berneice Cox, Economic Development and Marketing  
Subcommittee Chair**  
County Commission Appointee  
President and CEO, The Bacall Group

**Christopher Heacox, Plan Implementation  
Subcommittee Chair**  
County Commission Appointee  
Executive Director, Seven Days of Opening Nights, FSU

**Jan Sheffield, Funding Subcommittee Chair**  
Economic Development Commission Appointee  
Chief of Staff, First Commerce Credit Union

**Marc Bauer, Marketing Subcommittee Chair  
(12/12 – 5/13)**  
Tallahassee Tourist Development Council Appointee  
Former Managing Partner, Hunter+Harp Hospitality

**Karen Wendland Dix, Facilities Subcommittee Chair  
(12/12-6/13)**  
City Commission Appointee  
Marketing and PR Consultant/Arts Volunteer

**Athemese Barnes, Funding and Facilities  
Subcommittee Member**  
Heritage Organization Representative  
Executive Director, John G. Riley House and Museum

**Russell Daws, Funding and Facilities  
Subcommittee Member**  
County Commission Appointee  
Executive Director, Tallahassee Museum

**Kevin Doar, Funding and Facilities  
Subcommittee Member**  
City Commission Appointee to replace Karen  
Wendland Dix President, Theatre Tallahassee Board  
of Directors  
Auditor, Florida Department of Transportation

**Rebecca Lutz, Economic Development and Marketing  
Subcommittee Member**  
City Commission Appointee  
Multimedia News Editor, Tallahassee  
Democrat/Tallahassee.com

**Anne Mackenzie, Economic Development and  
Marketing Subcommittee Member**  
COCA Appointee  
Member, Florida House of Representatives (retired)

**Jill Sandler, Education Subcommittee Member**  
Tallahassee Active Lifelong Learning/Leadership  
Tallahassee Appointee  
Member, City of Tallahassee Senior  
Citizen Advisory Board

**Bart Wells, Economic Development and Marketing  
Subcommittee Member**  
Leadership Tallahassee Appointee  
Executive Vice President, Sperry and Associates

**Mayda Williams, Plan Implementation Subcommittee  
(12/12-8/13)**  
Greater Tallahassee Chamber of Commerce Appointee  
Founder, Target Copy, Community Volunteer

**Rosanne Wood, Economic Development and  
Marketing Subcommittee Member**  
COCA Appointee (7/13-9/13 Filling in for  
Anne Mackenzie)  
Founding Principal, SAIL High School

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## THE GOALS OF OUR CULTURAL PLAN

### **ECONOMIC DEVELOPMENT & MARKETING**

Position and market the arts, culture and heritage as a strategic partner of Tallahassee/ Leon County economic development efforts. This shall be achieved through public and private funding for arts, arts organizations and cultural assets.

### **EDUCATION**

Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community. This effort recognizes the importance of expanding current education-related initiatives and implementing new opportunities.

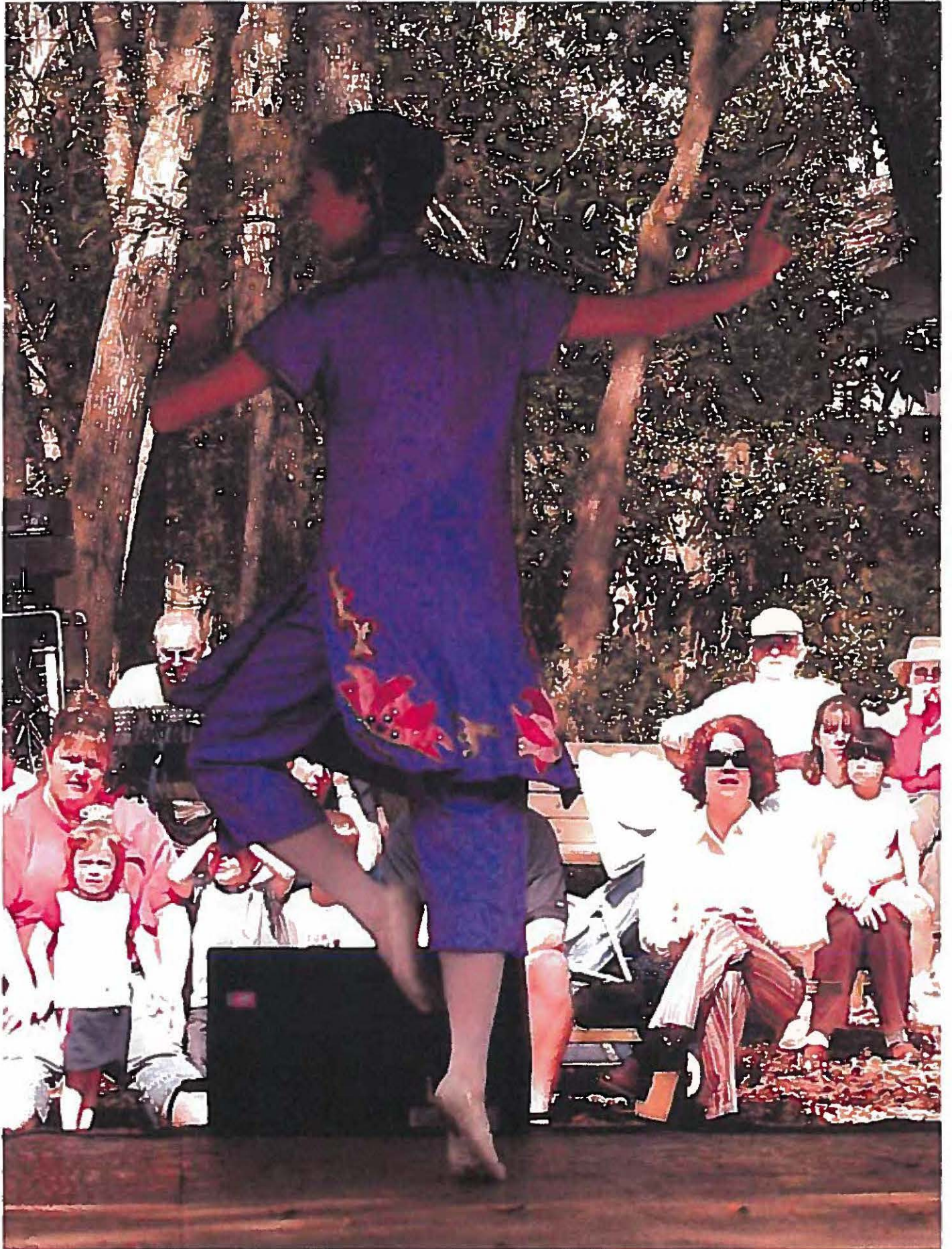
### **FUNDING & FACILITIES**

Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities, but will give priority to existing organizations.

### **PLAN IMPLEMENTATION**

The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.

*"When Winston Churchill was asked to cut arts funding in favour of the war effort, he simply replied, "then what are we fighting for?"*





## ECONOMIC DEVELOPMENT AND MARKETING

### GOAL

**Position and market the arts, culture and heritage as a strategic partner of Tallahassee/Leon County economic development efforts. This shall be achieved through public and private funding for arts, arts organizations and cultural assets.**

### FINDINGS

Investing in arts, culture and heritage in Tallahassee/Leon County is yielding substantial economic benefits. The arts community is an industry that supports jobs, local businesses, tourism, and generates government revenue. Spending by arts and culture organizations and their audiences totaled \$74.6 million in Tallahassee/Leon County during 2008. (2009 Arts and Economic Prosperity in Tallahassee Report – Americans for the Arts).

Arts, culture and heritage enhances the quality of life and serves as an integral part of regional economic development. Every segment of our community deserves the benefit of great art, culture, and heritage experiences, which also make our area an exciting place to live, learn, work and visit. Businesses planning to relocate consider arts, culture and heritage when assessing quality of life for their employees. Arts, culture and heritage also develop a community identity and provide the community with a sense of collective pride, which will attract a dynamic workforce and businesses.

Opportunities exist for a collaborative relationship between COCA, Leon County Tourist Development (Visit Tallahassee), Greater Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce and the Economic Development Council, and other groups.

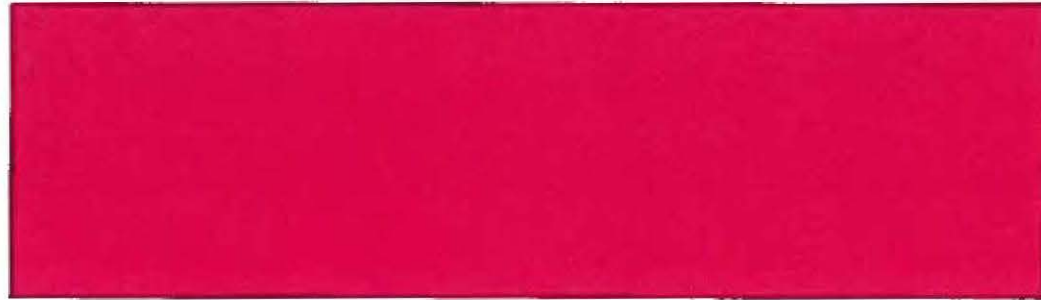
COCA has partnered with United Partners for Human Services and The North Florida Community Foundation to provide a series of workshops on best business practices for non-profits. To assist its members, COCA publicizes Leadership Tallahassee's Building Better Boards program.

Merchant account services were established as a way to assist individual artists and small businesses make additional sales using this COCA resource.

Arts, culture and heritage should be valued as vital contributors to Tallahassee/Leon County's character, quality of life and economy. Individual artists, as well as arts, culture and heritage organizations, represent potential for small business development that contributes to the overall economic vitality of Tallahassee and the surrounding communities.

*"As part of our overall evaluation of where to site our new Operations Center, quality of life for our employees was clearly a factor. As home to one of the country's largest universities, Tallahassee offers a rich cultural and arts community that we greatly value."*

*Kaye Scholer Chief of Operations Jeff Hunter, who spearheaded the search*



## RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

### 1. Create a unified marketing and advertising campaign for promoting Tallahassee and the Capital Area as a cultural hub.

- Establish a steering committee including representatives from COCA, Greater Tallahassee Chamber of Commerce, Big Bend Minority Chamber of Commerce, Leon County Tourist Development (Visit Tallahassee), Leon County, City of Tallahassee, Florida State University, Florida A&M University and Tallahassee Community College to work together on this effort. The collective assets of each of these institutions create a synergy which will allow our community to speak with a strong and common voice.
- Each organization will appoint one representative to the steering committee. Each organization will contribute toward the funds required for the advertising campaign. This marketing campaign will be used by the organizations represented on the steering committee to provide a cohesive message.

### 2. Support a Trolley system and transportation linkages to further connect the districts with cultural components, which have been and are being developed throughout Tallahassee. Examples include: Midtown, Frenchtown, Downtown, Cascades Park, Southside, College Town, Gaines Street, The Market District and others.

- Providing accessible public transportation options will facilitate and encourage participation and attendance in our cultural districts.
- Encourage City and CRA to continue funding the trolley system/transportation linkages.

### 3. City of Tallahassee and Leon County should continue to identify and support districts with cultural components by providing appropriate wayfinding, parking opportunities and transportation links for ease of accessibility to arts, culture and heritage entities.

- Funding should continue to be provided by the City and the CRA.

### 4. In order to improve the business skills of arts and culture executives, COCA will continue to provide training workshops to assist artists and arts/cultural organizations in ways to implement effective business practices

- To facilitate this effort, COCA should partner with business organizations such as the Economic Development Council's Entrepreneurial Excellence Program and the Jim Moran Institute and others that become available.

### 5. COCA should continue to collaborate with Leon County Tourist Development (Visit Tallahassee) to promote local heritage and cultural destinations. COCA and Visit Tallahassee should continue their efforts to combine their events calendar and create a mobile user-friendly website as well as an app for smart phone users to easily access the information. Information should be presented in a professional and attractive format.

- Create a centralized location for calendar of events.
- COCA, Visit Tallahassee, City and County funds should be used to support this project.



**6. Leon County Tourist Development (Visit Tallahassee) should continue to market Tallahassee as a "location site" for the film industry, as an economic driver, in cooperation with the FSU Film School, The Film Society, Florida A&M Journalism/Film Program, TCC Film Program, the Tallahassee Film Festival and other film oriented organizations.**

- Visit Tallahassee should create a list of location sites for Tallahassee and Leon County. As funding resources become available, Visit Tallahassee should work with the City of Tallahassee, Leon County and the State to position Tallahassee as a location site.

**7. Every three years, COCA should use real data collected through an economic impact report to provide current information on the economic impact of arts and culture in our community. (Refer to #9 of the Operations/Implementation)**

- City and Leon County should provide funds for this report.

**8. Increase the concept of community arts liaisons including the expansion of the existing arts liaisons program of the Economic Development Council to include leaders of the arts community in an effort to be proactive and look for economic development opportunities that may present themselves as a result of cultural and heritage events in our community.**

- Identify decision makers and influencers that are participating in our many cultural and arts events and facilitate the proactive development of relationships between them and local economic development leaders.
- Establish a business oriented liaison between COCA, the Chambers of Commerce and the Economic Development Council to serve on the appropriate committee.

**9. Working with the City of Tallahassee Police Department and others involved in Festival permitting and planning, COCA should create a guide and checklist for event or festival planning and hold workshops to assist those interested in creating new events or sustaining existing events in our community.**


- To assist event and festival planners in organizing and sustaining events through understanding best practices, permits needed, and where to find resources, etc.
- The guide and checklist will be posted on COCA's website. Workshops would be held based on interest or requests.

**10. COCA should develop an annual marketing and communications plan that includes an analysis and determination of its brand, strategic messages, target audiences, the best media channels to reach those audiences and quantifiable goals to determine the efficacy of its marketing strategies.**

- COCA's marketing efforts would be organized under the umbrella of a strategic marketing plan that communicates its brand and mission to the public, to key community stakeholders and to culture, heritage and arts organizations. The efficacy of this plan would be evaluated annually by monitoring key indicators, such as, but not limited to, online page views, social media engagement, media placement, e-mail opens, responses to direct mail, event attendance, etc.

**11. COCA to work alongside Leon County Tourist Development (Visit Tallahassee) and other organizations to help identify and promote destination defining events which help define the brand and spotlight arts, culture and heritage.**

- Maintain open lines of communication and collaboration between COCA



and Visit Tallahassee to ensure that the region's destination defining events are being advertised and promoted in the best way possible.

- COCA staff and Visit Tallahassee staff would meet at least quarterly to discuss upcoming events and to strategize ways to promote and market them within Tallahassee and outside the region.

**12. COCA will work with Leon County Tourist Development (Visit Tallahassee) and local businesses, arts organizations and hoteliers to package arts, culture and heritage resources wherever possible and practical to expand the geographic footprint and reach of our local offerings beyond our community.**

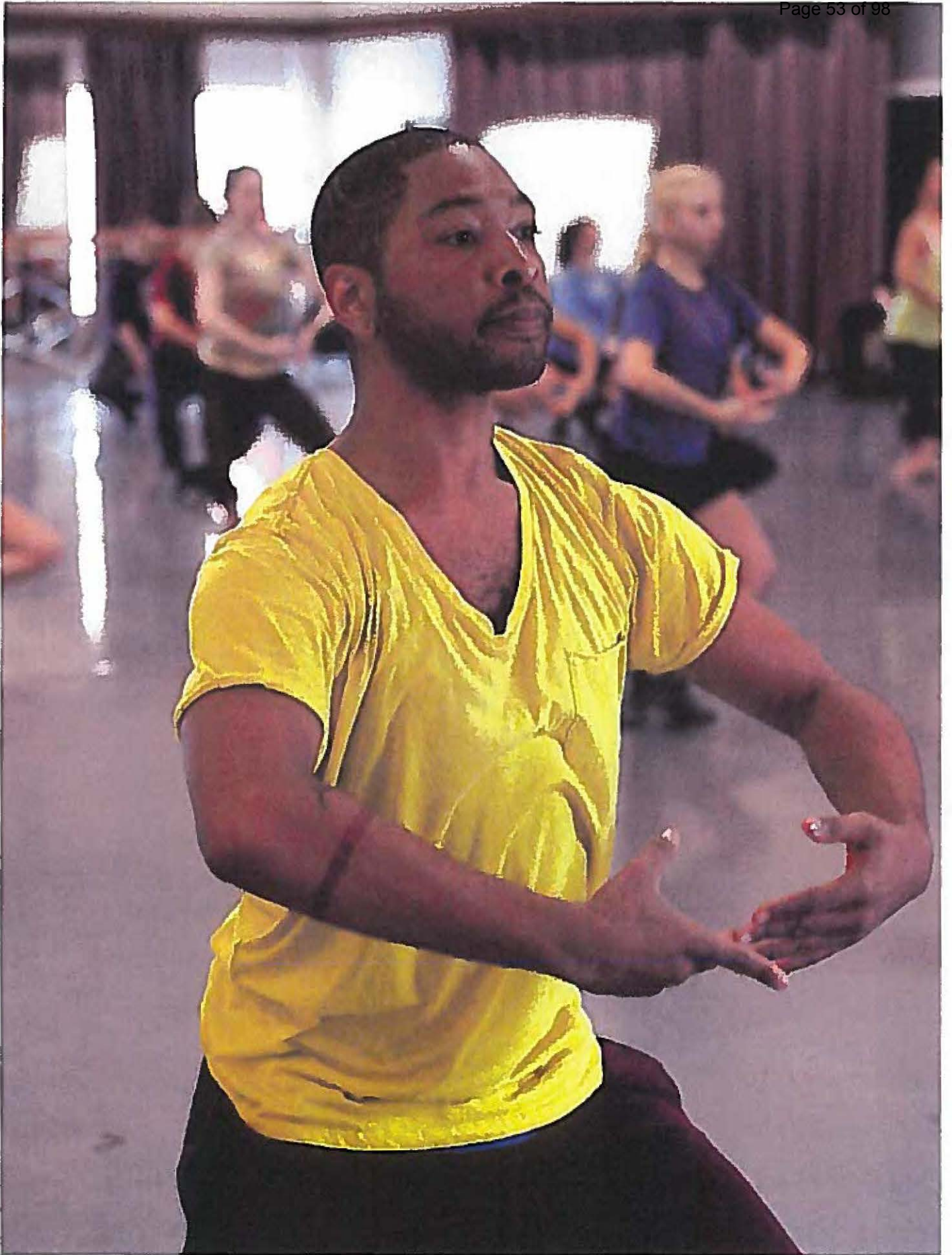
- COCA will continue to work with Visit Tallahassee and local businesses, arts organizations and hoteliers to disseminate information regarding our many art and cultural offerings using tools such as in-house hotel TV channel, destination maps, and cultural events magazine and other marketing efforts whenever possible.

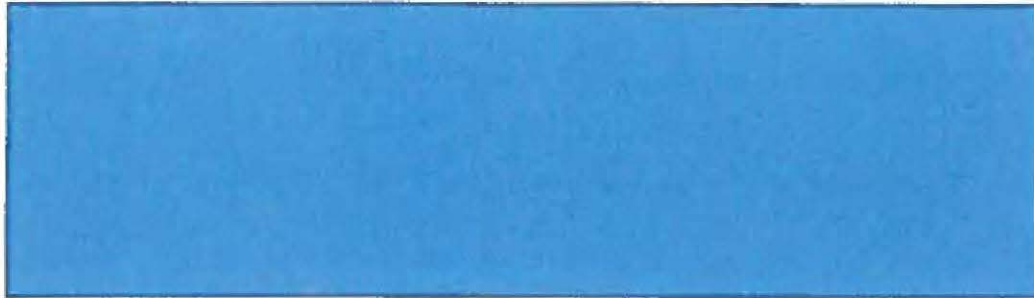
*"As Chairman of the Oklahoma Chamber of Commerce, I visited almost every city and town in the state. There is a visible difference in places with an active cultural community. I see people looking for places to park, stores staying open late, and restaurants packed with customers. The business day is extended and the cash registers are ringing."*

*Ken Fergeson  
Chairman and CEO, NBanC*

*Past President, American  
Bankers Association*







## EDUCATION

### GOAL:

Capitalize on the area's art, cultural and heritage attributes in order to strengthen art, culture and heritage opportunities in schools and the community.

### FINDINGS:

- One can learn in and about arts, culture and heritage during school programs as well as through their exposure in the community and at home.
- Research has proven that children with access to art, culture and heritage programs tend to score better on standardized tests, have increased graduation rates and many more positive benefits.
  - ✓ A report by the Arts Education Partnership (2002) revealed that schoolchildren exposed to drama, music and dance are often more proficient at reading, writing and math.
  - ✓ "The empirical classroom experience of arts integration subjectively suggests that carefully structured arts-based pedagogy can improve students' learning and academic experiences, resulting in demonstrably positive outcomes that include deeper engagement in subject matter and better retention of content; greater emotional involvement in the learning process and deeper social awareness; and the ability to apply principles across disciplines." – From "Neuroeducation: Learning, Arts and the Brain," by Johns Hopkins researchers findings.
- Arts education is important because: "1) the arts transform the learning environment; 2) the arts reach students who are not

otherwise being reached; 3) the arts reach students in ways they are not otherwise being reached; 4) the arts connect students to themselves and each other; and 5) the arts provide new challenges for those students already considered successful." – Champions for Change

- Cultural, heritage and artistic experiences are key in the community.
- Tallahassee is host to a variety of art, culture and heritage organizations where education is central to their mission – from the Challenger Learning Center, Riley House Museum and Tallahassee Museum to Mission San Luis and the Tallahassee Senior Center for the Arts.
- Tallahassee is rich in cultural opportunities, but the community as a whole is not aware of all the offerings.
- Currently, there is not an over-arching network of arts and heritage education providers that spans from home-schools, private schools, LCS and the Universities.
- Funding for arts and heritage education programs has decreased at the state level.
- In the past, several local cultural organizations historically had benefit of funding from LCS. This had come in the

*"As a lifetime educator, I have witnessed time and time again what a difference it makes when a student is part of an arts program. For some, it may be the only thing that motivates them to do well in school. Ensuring that every student has that opportunity is a priority for us."*  
Superintendent Jackie Pons



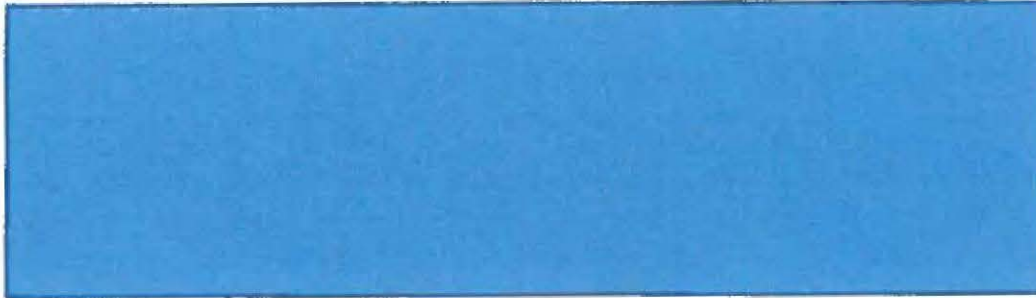
form of a designated line item funding for services or, in some instances, funds to pay for a Leon County School District employee to work at the institution. The reason there were variables is, for example, when a teacher was assigned to the Challenger Learning Center, they were still in the state employee retirement system.

*Art, culture and heritage education can happen anywhere and everywhere at any age and setting.*

If a teacher were assigned to The Brogan Museum, that Institution could not offer those benefits so the value was paid to the institution for staff, in lieu of assigning a permanent employee of the district. These positions are no longer in place.

- During one of the worst recessions in recent history, Leon County Schools have undergone tremendous budget cuts, more than \$100 million. However, LCS works to maintain arts and cultural programs in K-12.
- All LCS schools offer at least one fine or performing arts class, as varied as African drumming and a blue grass band.
- 70% LCS children participate in cultural and art programs.
- There are more than 100 visual art, music, drama and dance educators in Leon County public elementary and secondary schools.
- Local schools are left to provide support for their arts and heritage curriculum with auxiliary funding (private donor donations, business donations, fundraisers, discretionary district funds, etc.).
- Often times the success of a school's art, culture and heritage programs depends on the strength of the principal and/or teachers and their ability to fundraise to create the creative learning environments that are envisioned.

- It is important that for school-age children cultural, heritage and artistic experiences are also offered outside of educational organizations. Tallahassee is fortunate to have top-notch community arts, cultural, heritage organizations that offer educational opportunities to enrich and complement the education offered in our area schools, home schools and Universities.
- COCA has created a variety of successful education-related programs, which should be continued such as: COCA for the Classroom, COCA for children and COCA's Arts in Education Newsletter.
- LCS have a variety of great partnerships with arts, culture and heritage organization in town such as COCA; FAMU; FSU – Master Craftsmen studio, Museum of Fine Arts, foreign languages departments; TCC; Lemoyne; Killearn Kiwanis Club; Goodwood Museum; the Holocaust Education Research Council; the Buffalo Soldiers Troupe, area Churches; Lee's Place; Junior League of Tallahassee; Mission San Luis; Riley House Museum; Tallahassee Museum; the Florida Supreme Court; the Florida Capitol; Leon County Public Library; and more.



## RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

**1. To create a collective place that serves as a conduit between teachers, schools and the business community so schools and teachers can share needs and businesses can directly respond to help with these needs.**

**Objective:** To promote the Foundation for Leon County School's find it & fund it, leon! program, [www.finditfunditflorida.com/leon](http://www.finditfunditflorida.com/leon). Individuals, organizations and businesses are encouraged to invest in the creativity of a teacher to bring amazing learning experiences to their students. To get started, simply click on a grant listed and view the details and fund online. Using this easy-to-use module, teachers can request funds for projects from parents and businesses within the community to help fulfill their individual classroom needs. It's a virtual wish list that allows donors to instantly fulfill a classroom need with just a few key strokes.

This program offers a variety of community opportunities as it can be used by business, nonprofit organizations, and schools within a community to post opportunities such as student internships, volunteer opportunities, scholarships, and teacher externships. In addition, businesses can post offers of equipment, materials, and guest speakers for our public schools. Our teachers can also make requests from the community. It's a one-stop-shop clearinghouse of opportunities for our local students and teachers.

**Strategy: 1)** Foundation for Leon County Schools to work with COCA and LCS to promote the website and program to arts, heritage and cultural education providers. Also to provide a learning opportunity and training seminar annually for area teachers so they are all aware of the program and understand how to apply.

**Strategy 2)** Foundation for Leon County Schools to coordinate with the Greater Tallahassee Chamber of Commerce to provide information about "find it, fund it, leon!"

- The successes of "find it & fund it, leon!" program depends on community awareness.

**2. Arts, heritage and education organizations should be encouraged to share their expertise with public, private and with home schools.**

**Objective:** This can be measured and encouraged by asking organizations to share their intent on COCA grant requests and/or other methods. COCA should encourage organizations to provide experiences for the community and/or children, from performances to executive internships.

**3. Increase commitment to Leon County's youth and strengthen art and business relationships by creating an Arts at Work program, which is a comprehensive youth program that promotes the arts.**

- This is modeled after the successful Fulton County, Ga. program, which has received numerous accolades. This program would target students, ages 14-18, and provides arts education and job training.
- Throughout Arts at Work, students are exposed to various aspects of the arts industry-- from learning how to properly write an artist's bio and learning simple accountability such as being on time all the way to viewing an art gallery and putting on an art show. The program dedicates the focus of its activities to studying and producing art and throughout the 8-week program where the students become



"artists" with weekly training from a local artist. Leon County could successfully follow the model started in Fulton County, Georgia, which has received national accolades. Participants have to apply to participate in the program in a process similar to Youth Leadership Tallahassee.

- LCS supports the idea of an Arts at Work program.

**Strategy:** Work together with partners such as the Foundation for Leon County Schools, Leon County Schools and Northwood Arts Project to investigate this program more and provide

*"In fact, all people today, youth and adult, spend the majority of their lives learning outside the walls of formal classrooms." -- Institute of Museum and Library Services*

recommendations to the COCA board of directors for implementation by January 2015, assuming available funding, with the

first program launching no later than fall 2015.

**4. Local festivals should showcase student accomplishments in the arts by featuring a COCA/LCS booth that showcases work from K-12.**

**Objective:** To have participation at minimum at Springtime Tallahassee and Winter Festival celebrations as well as LeMoyné Chain of Parks Art Festival. Create opportunities to highlight the arts in schools (public, private and home schools) and support business in the City of Tallahassee.

**Strategy:** The advisory board of COCA, The Education Director, and current LCS individual responsible for supervising arts educators could partner with Governor's Square Mall and merchants to begin an annual art show. Partnering with merchants and driving business to the mall could also bring added visibility to the arts by having each school provide a display board that features art from participating schools.

**5. An arts, culture and heritage curricula coordinator position at Leon County Schools should be created to serve as the business conduit between the schools, businesses and arts, heritage and cultural organizations. A designated arts, culture and heritage representative with experience in education would significantly expand arts, culture and heritage opportunities, continuing education and resources for teachers and their schools.**

**Objective:** To create the arts, culture and heritage curricula coordinator position before the 2015-2016 school year.

**Strategy:** The position could assume a variety of responsibilities. Primarily, they could identify teacher development needs and provide resource in the arts, culture and heritage and work with area cultural organizations as a liaison to all schools and much more. They could also work with LCS administration and COCA to expand signature programs and create new signature programs such as a community Arts Extravaganza that showcases LCS talent from K-12 annually. On a smaller basis the position could coordinate a Performing Arts Nights at each LCS. This position would also serve as the "go to" for the local arts, culture and heritage organizations, among other duties.

- This is a new position which will require additional funding as well as additional funding for potential event expense, which may be offset by corporate sponsorships.

**6. A Coalition for Arts, Culture and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.**

- This will allow a variety of individuals and organizations to come together to share ideas, discuss upcoming activities and network.





- Education contacts from the area schools should also be invited to attend and network.
- It is important that more structured networking events are coordinated and implemented monthly throughout the year.
- For more information, see page 44 of the COCA Implementation Subcommittee section.

**7. A Youth & Education Network should be formulated as mentioned in the COCA Implementation Subcommittee section on page 45. This group will bring greater awareness of and advocate for the importance of arts, culture and heritage education in the community.**

**8. Promote more "Art in Public Spaces," and where there currently is art, provide educational opportunities such as signage at the site of public artworks or guided/self-guided tours.**

- Expand the current art in public spaces in the community.
- Specifically with LCS, build upon LCS art in community spaces programs. For example, the successful SAIL High School program where students created art in public spaces throughout campus that identify the subject taught in each building.
- In addition to the strategies mentioned on page 45 this should be expanded to include non-traditional art in public places opportunities that are complimented with educational signage.
- Provide artistic elements and educational-related signage in everyday spaces such as bus shelters, intersections and more.

- Create a standardized style of small educational sign, which has basic information such as title, artist, date and QR code to get more information.

**Example 1):** In 2013, with the bus shelters, Tallahassee expanded creative art in unique public spaces with the City of Tallahassee's bus shelter at the SE corner of Gaines St. and Railroad Ave. intersection. There is not currently signage explaining the artistic aluminum enclosure or how it is made, but that could be further developed.

**Strategy:** To incorporate art into Tallahassee's bus shelters and provide educational signage explaining the artistic element, creation, the artist, etc.

**Example 2):** With intersections there is an opportunity to encourage the community to do more creative art projects such as the Fall 2013 Market District's Paint the Pavement project, which was organized by the Market District Merchant's Association in partnership with the City of Tallahassee. There is no current signage explaining the project or how this artistic medium was created.

**Strategy:** To further expand Tallahassee's Sense of Place initiative by working to secure unique artistic elements in creative places and educate the public about the art. This could be installed or virtual signage that engages the community and explains the artistic medium and more.

**Strategy:** Create a coalition between COCA, Florida State University Department of Art Education, FAMU Department of Visual Arts, Humanities and Theatre, and LCS arts educators to develop appropriate signage for art in public places. This coalition could be managed by the Education Director and or chaired by an active member of the COCA board.

**Strategy:** Provide additional grant support through COCA to encourage the Florida State University Department of Art Education, 7 Days of Opening Nights, and other artists and art organizations willing to collaborate on to art murals in public places and provide educational signage and information related to public art.

**Strategy:** Expand COCA's Outdoor Public Art Directory and Map to include an easy to use web application for additional access to information about each piece of artwork.

**9. Formulate creative partnerships with organizations that are able to provide volunteers to assist in school arts/heritage classes and activities on a regular and consistent basis.**

**Objective:** To establish a cadre of volunteers who can expand arts and heritage opportunities for students in and out of the school setting. Volunteers with experience in the arts, heritage or education can be recruited from service organizations, colleges, COCA's online listings, Tallahassee Senior Center, etc. This would be staffed by staff person or a volunteer(s).

**Examples of activities could include:**

- Work with arts and heritage organizations to expand their outreach efforts. For example, the FSU Museum of Fine Arts has initiated outreach projects with schools where interns, arts students, teachers and other volunteers created information packets and lesson plans on specific exhibitions which are shared with schools to promote field trips or bring aspects of the exhibits into the schools. Materials can also be sent home with students for family participation. Not all cultural organizations have the staff to devote to such efforts.
- Work with cultural and heritage organizations and the schools to develop lesson plans which integrate

the arts/heritage into core curriculum such as history or English lessons.

- Volunteer artists such as musicians, poets, actors, story tellers can put on performances in classrooms and assemblies. These can be integrated into core curriculum such as history or English lessons.
- Such activities can be shared with more than just schools. Exposure to arts/heritage activities should be available in recreational centers, Boys and Girls Clubs, after school programs as well as families.
- Peer groups of students with special artistic skills or heritage interests can be organized and trained to share their skills and interests with fellow students.

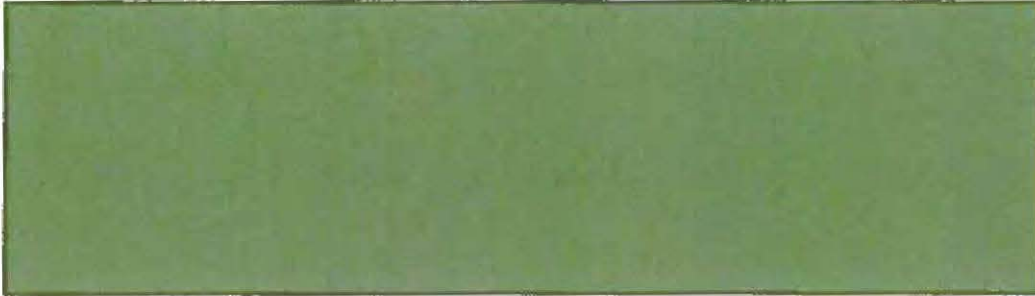
**10. Promote lifelong learning for arts, culture and heritage by providing a variety of professional development workshops and continuing education opportunities for the community to attend at affordable prices.**

**Objective:** To continue the success of past workshops; promote future workshops and offer a minimum of 4 workshops annually.

**Strategy:** The COCA Arts advisory group could help drive awareness of these opportunities. Support from Florida State University College of Visual Arts, Theatre, and Dance and FAMU's Department of Visual Arts, Humanities and Theatre, Osher Life Long Learning Center and volunteer members could drive the interest and success of future workshops. Social Media campaigns and information would also generate interest. Sponsors from local businesses like Ulrecht Art Supply, Michael's, Jo-Ann Fabrics, and Hobby Lobby could be reached for support and presentations that would help waive the cost of supplies. Current COCA facilities or LCS spaces could host these learning opportunities.







## FUNDING AND FACILITIES

### GOAL:

**Provide sustainable public and private funding to preserve and improve arts, cultural and heritage organizations and experiences. This effort acknowledges the importance of growing new and emerging projects and facilities but will give priority to existing organizations.**

### FINDINGS:

Leon County and the City of Tallahassee should be commended for their steadfast support of local arts, cultural and heritage organizations during economic conditions that have sometimes been referred to as the greatest recession since "The Great Depression." Unlike many communities throughout the region, the state, and the nation, funding for these organizations remained a priority for our community, with on-going support of elected Commissioners, the Mayor of Tallahassee, the current and former County Administrators, as well as the City Manager.

While the City of Tallahassee had a stable revenue base from which to identify general funds, Leon County Commissioners identified funds to replace declining general operating revenues. Cultural funding from the County was maintained through a creative solution, the use of Bed Tax funding.

Arts, cultural and heritage organizations, special events, festivals and educational conferences have diversified funding needs. Currently, the City and the County provide program and operational support through the COCA re-granting program. Under current COCA guidelines, a festival must host activities at multiple times during a single year to be eligible for funding. If that criteria is not met, festival, special event and educational

conference organizers may apply for limited funding from the Tourists Development Council, the Community Redevelopment Agency, or the Downtown Improvement Authority.

There are limited resources for capital improvements. The Committee found that this funding need is an important priority.

Likewise, there is currently no designated funding source for innovative new ideas or projects. The TDC sometimes provides grant support for these emerging initiatives, but TDC funds are restricted to tourism impact, which is difficult to demonstrate as a start-up event.

Imagine Tallahassee is considering a "Quantum Leaps" grant program as a possible concept for future funding of this type. "Quantum Leaps" are defined as highly significant advances or breakthroughs.

State statutes strictly govern the use of Bed Tax dollars. These statutes limit funding support to organizations and events that promote tourism. This is an important point, as there are many

*"In creative placemaking, partners from public, private, nonprofit, and community sectors strategically shape the physical and social character of a neighborhood, town, tribe, city, or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire, and be inspired."*

*Ann Markusen, Markusen Economic Research Services  
Anne Gadwa Nicodemus, Metris Arts Consulting  
From Creative Placemaking*



**“quality of life” experiences that drive economic development and ensure a strong community. Some significant events and organizations are not eligible to apply for the Bed Tax funds. The current pool from general funds available through the COCA grant process is not sufficient to provide the funding needed for non-tourist, more locally centered cultural offerings.**

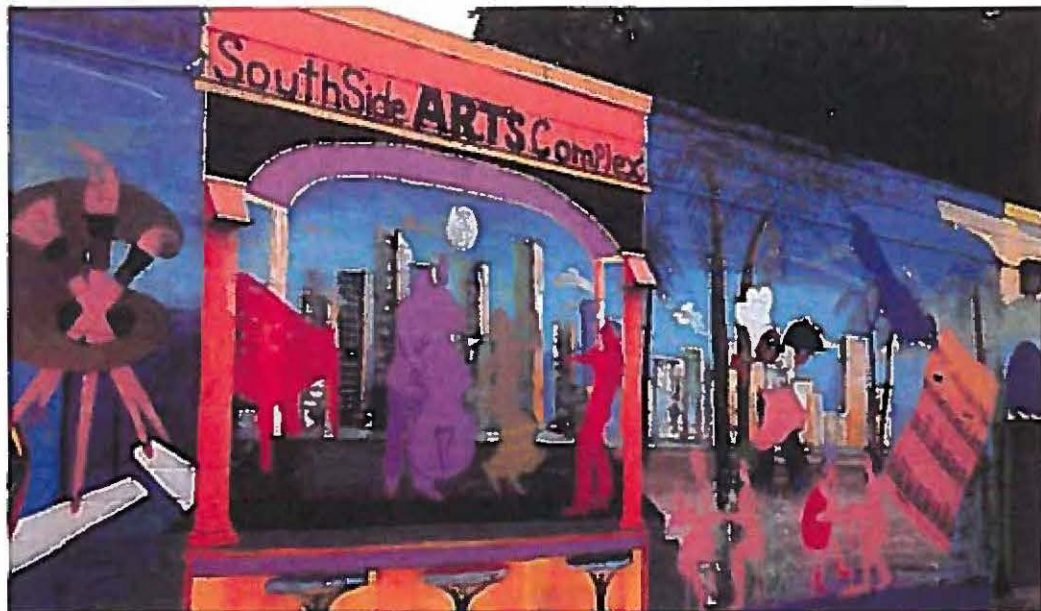
**The City’s portion of arts, heritage and culture funding from its general fund is available for more flexible funding strategies. These are valued by our community, including many cultural organizations, cultural activities and events. Some organizations provide significant quality of life experiences, but cannot easily demonstrate their impact on tourism.**

**Many of these organizations and events have been cited as examples of rationale to live here, move here, relocate a business, or start a business in our community. Thus, there is a need for continued support of these, as well as new and emerging events and organizations that serve our residents, all having the potential to increase quality of life,**

**tourism, and revenue for our city and county.**

**Of equal importance is the value of State cultural organizations in our community. The experiences they offer truly make a dynamic cultural environment for our residents and visitors. Increased support of these facilities and events would further the bridge building between “town and gown” and ensure we remain a community of rich and diversified cultural offerings. The Committee does not recommend modification to the current COCA regrating program for this purpose, as it would significantly deplete the ability of municipal funding to support existing non-state entities. The Committee feels strongly that there are inadequate available dollars for both state and non-state cultural organizations that should be addressed with careful planning and new strategies.**

**Recent national studies indicate the fastest growing division of tourism is historic facilities and tours. Increased collaboration between local arts, cultural and heritage organizations and municipal governments and state**



agencies, has the potential to significantly grow tourism and bed tax revenues for the collective benefit of all community stakeholders.

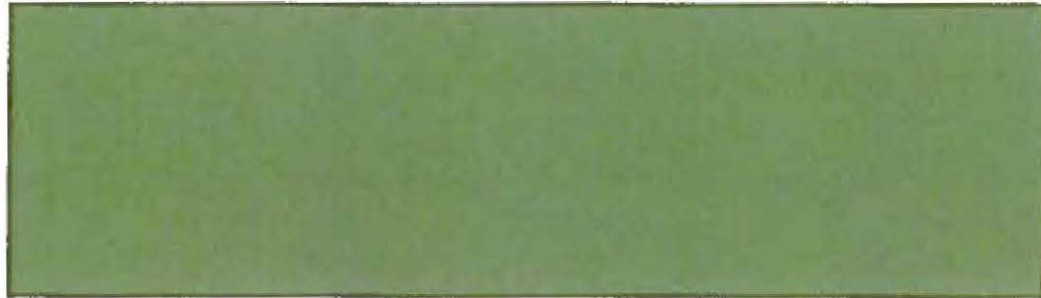
There are specific funding sources for festivals, special events, and conferences. These important activities create a “sense of place” and contribute significantly to the identity of our community, while providing promotional value to attract tourists and promote economic development.

There is clearly a need in our community for improved or additional performance spaces. Performance organizations that require seating for more than 1,200, as well as large rehearsal spaces, have the most difficult needs to be met. The community must go forward with an effort to create one or more new performance venues with a realistic plan, including the affordability for local groups to utilize the space.

In recent years, significant funds were set aside, and other efforts made, regarding the support for two specific cultural facilities (The Performing Arts Center and ArtsExchange).

While these specific initiatives sought out and received significant financial support from local government, existing facilities failed to generate support resulting in a lack of balance between the efforts to create new facilities and the preservation and improvement of existing facilities. During the economic downturn of the past five years, existing organizations found it difficult to fund ongoing facility needs, let alone make improvements or add to their facilities. This has left an urgent need to identify capital improvement funds for existing facilities, while also providing funds for new facilities.





## RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

**1. Leon County and the City of Tallahassee should continue to provide financial support for arts, heritage, cultural programs, festivals special events and educational conferences that add to the quality of life and help make Tallahassee a desirable destination.**

**2. In addition to local government funding, COCA should continue to seek additional public and private funding to support its programs and grants, while not competing with other local arts, cultural and heritage organizations.**

- These sources of funding may include NEA funds, private endowments and collaborative grants for which only a Local Arts Agency can qualify.

**3. Recognizing that there are several local government-funded grant programs, as well as varied conditions and criteria regarding eligibility for funding, the committee recommends that there be increased collaborations between all parties including, but not limited to, more effective sharing of information between funding agencies and improved dissemination of information about funding opportunities with all potential applicants. (See PAGE 39 Chart Local Government Funding).**

- Create a designated web site with all grant opportunities and deadlines, including a link to (and from) every grantor's webpage. Each grantor should be required to provide this information and monitor its accuracy. The site will be created, managed and hosted by COCA.

**4. The committee recommends funding be made available for current and future festivals, which will be subject to annual assessment and evaluation determined by the grantor.**

- Consolidation of existing festival funding as reasonable and appropriate. (It is understood that CRA and DIA have geographical considerations that could limit consolidation)
- Comprehensive information and funding sources should be available on a designated site that will be created, managed and hosted by COCA.

**5. Establish a new matching grant program for capital improvements for arts, cultural and heritage organizations. (See Addendum A1 for Grant Guidelines)**

- Follow the guidelines within the attached addendum
- A dedicated source of funding should be identified for this purpose, such as the use of Bed Tax dollars formerly set aside for the Performing Arts Center

**6. The on-going need for performance venues must be addressed.**

- Create collaborations and partnerships between performing arts organizations, universities, community colleges public schools and private venues
- Identify underused sites that are affordable and can be repurposed



**7. If we can strengthen our existing cultural organizations and events, demonstrating a record of success, it will be their constituents who will ultimately be the strongest supporters of a future Performing Arts Center.**

- Strategies for going forward with a future Performing Arts Center in our community should include a realistic business plan, workshops with community stakeholders, and efforts to unite the arts community,, and creating an affordable, well equipped, appropriately large, performing arts venue available for the community.
- The need for performance venues is a critical priority for performance arts organizations in our community. The community must go forward with the effort to create one or more new performance venues, but there must be a realistic plan, including the affordability for local groups to utilize the space.

**8. There have been some wonderful and unique installations in our community. There should be a cohesive vision for art in public spaces, such as the gateways to our community or roundabouts creating our "sense of place."**

- The community should establish a diversified committee to create a strategic plan for art in public places including desirable objectives for gateways, large and small.
- Partnerships with private and public funding sources should be established.

**9. Recognizing that the arts, culture and heritage are a central part of what makes up our community; and recognizing that organizations which provide vital experiences in arts, culture and heritage, like other non-profits, have traditionally faced a myriad of challenges in establishing**

**and maintaining financial sustainability and therefore must rely on governmental support; it is a desirable vision to someday see this segment of our community become financially strong and more self-sustaining.**

- COCA and the Community Foundation of North Florida should collaborate to create educational programming for arts, culture and heritage organizations to learn about establishing and growing endowments for long-term financial sustainability.
- All arts, culture and heritage organizations should strive for the goal of achieving institutional financial sustainability.

**10. Create a funding source that provides competitive grants to art, and cultural and heritage organizations, as well as state and local government in our community, for projects and programs that would allow those organizations to achieve a desired "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-**



**sustainability. This game changing opportunity grant is essential to the economic development and quality of life of the community. (See Addendum A2 for More Information)**

**The Committee recommends a level of funding that would provide \$5,000,000 over the 20-year life of the sales tax extension, or \$250,000 per year, and be administered through an existing granting infrastructure, such as the one in place at the Council on Culture and Arts (COCA).**

- **Examples of the types of programs or projects that may be supported through this grant are:**
  1. **Installation of Art in Public Places, such as at gateways and roundabouts**
  2. **Projects that promote a sense of place or identity in the community (Signature Festivals, Public Exhibitions, etc.)**
  3. **Projects that propel an organization to a new level of service to the community**
  4. **Projects that propel an organization to a new level of sustainability**
  5. **Projects/Programs that attract Regional or National media attention to the Tallahassee area as a visitor destination**
  6. **Future KCCI initiatives**
- **The Leon County Sales Tax Committee has tentatively set aside up to 15% of the future proposed sales tax extension (currently the Blueprint 2000 tax) for economic development and is awaiting the recommendations by IMAGINE Tallahassee to make the final decisions regarding the allocation of funds towards economic development projects and initiatives.**

- **The Cultural Plan Review Committee has submitted this grant proposal to IMAGINE Tallahassee for inclusion in their recommendations to the Leon County Sales Tax Committee, as it meets several of the Goals and Strategies that have been identified through the IMAGINE Tallahassee visioning process.**
- **Some of the Goals and Strategies that are met by this grant funding proposal are:**

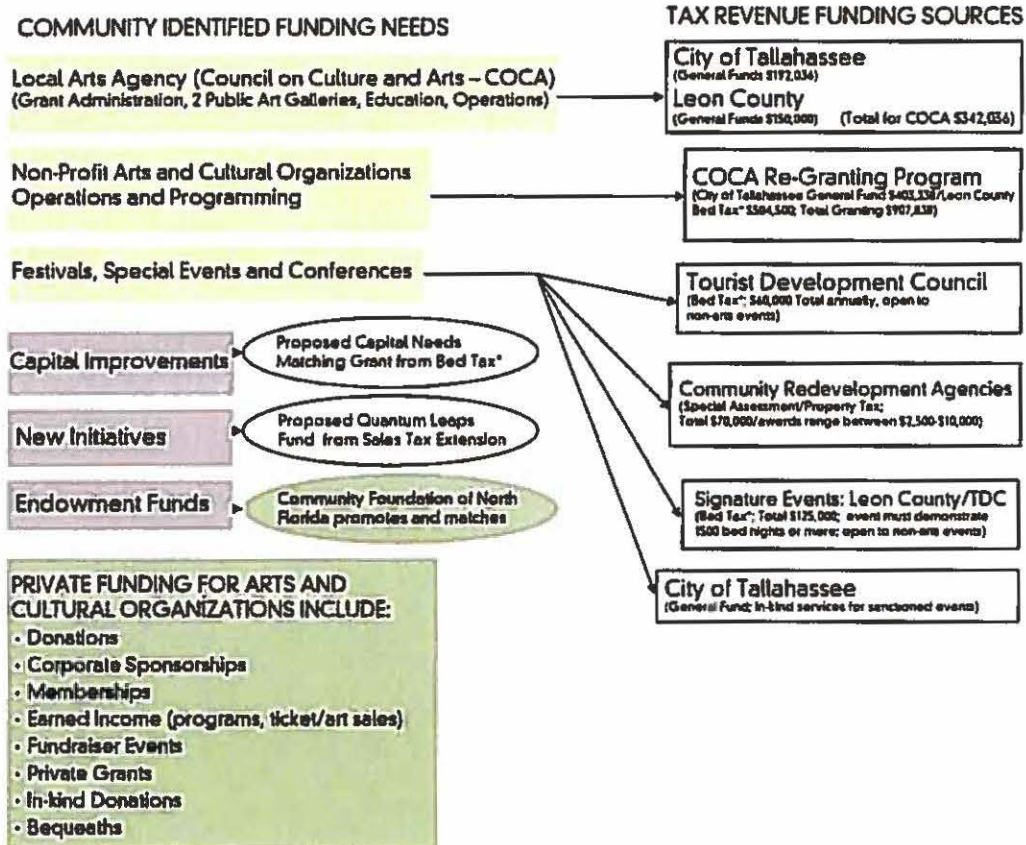
#### **Goals:**

1. **Increased visitor and tourist spending.**
2. **Media recognition as a cultural destination for in-state and out of state travelers.**
3. **Increase financial sustainability within our arts and cultural institutions.**
4. **Recognition of Greater Tallahassee as a metropolitan area "on the rise."**
5. **Increased employment in "creative industries."**
6. **Improved perception of Tallahassee as a place to live among young professionals.**

#### **Strategies:**

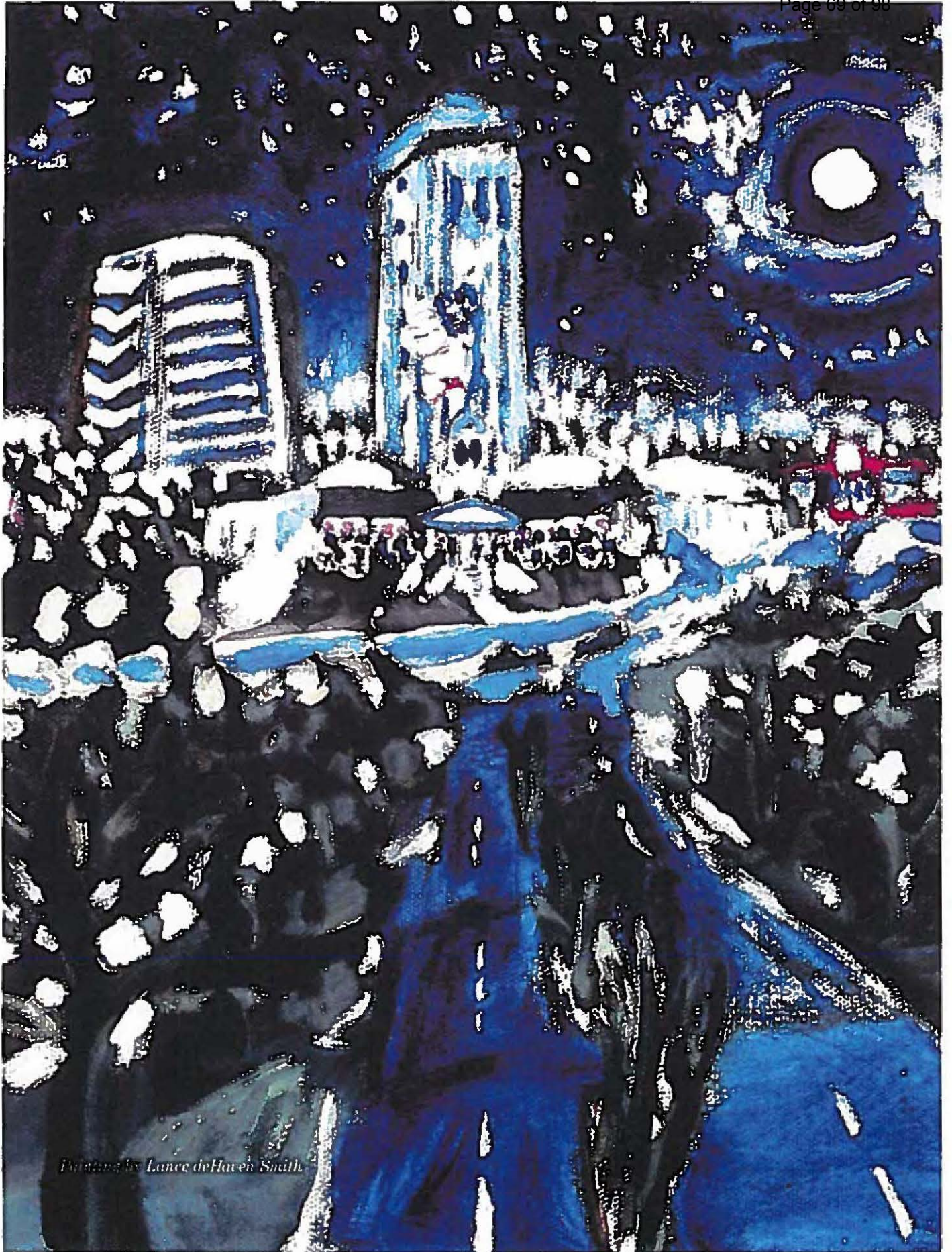
1. **Ensure a level of "coolness" within downtown and surrounding urban areas.**
2. **Promote art in public places.**
3. **Foster the development of creative young professionals as catalysts for economic growth.**
4. **Foster financial sustainability in our arts and culture organizations.**

## CURRENT LOCAL PUBLIC FUNDING AVAILABLE TO ARTS AND CULTURAL ORGANIZATIONS (12/2013)



**\*Bed Tax dollars are limited by State of Florida Statute:**  
 "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;"

This chart is prepared by the Leon County/City of Tallahassee  
Cultural Plan Review Committee



*Painting by Lance deHaven Smith*

## PLAN IMPLEMENTATION

### GOAL

**The Council on Culture and Arts for Tallahassee/Leon County (COCA) will realize its mission as the local arts agency representing culture, arts, and heritage for ALL in Tallahassee and Leon County through grant-making, advocacy, marketing, and education.**

### FINDINGS:

The original Cultural Plan (2003) set forth goals, objectives, and strategies that were delegated to COCA to implement, manage, and evaluate. Some of the goals, objectives, and strategies included:

- The construction of the Arts Exchange and a community Performing Arts Center.
- An Arts Trolley serving the First Friday Gallery Hop.
- A Community Arts, Culture and Heritage Map of Tallahassee.
- Capital Culture Magazine published by COCA.

The Cultural Plan was overseen by an Audit Committee, which was appointed by the City and County Commissioners to guide the implementation of the plan for the first three years. They provided reports to the joint commissions in six and twelve month intervals. The Audit Committee adjourned at the beginning of 2007.

At the end of the Audit Committee's governance of the plan, the nation and community experienced one of the worst recessions in recent history. The economic downturn and other circumstances effected the implementation of the plan moving forward as several goals, objectives, and strategies were tied to financial resources that were either reduced significantly or ceased to exist.

Even with the financial impact of the recession, it is noted that COCA was able to provide many

valuable resources to the community. These resources include, but are not limited to:

- One of the only local arts agencies in Florida to maintain level grant funding to local culture, arts, and heritage organizations in the City of Tallahassee and Leon County.
- Professional development and assistance to the cultural community (i.e. "Marketing Mondays", merchant service accounts for local artists, technical assistance workshops).
- Marketing and promotional services to the arts, culture, and heritage community (i.e. "More Than You Thought This Week" and "COCA Opportunities" email blasts, [www.MoreThanYouThought.com](http://www.MoreThanYouThought.com) calendar, and "COCA Buzz" in TLH Magazine (Sunday, Tallahassee Democrat)).
- Administer the "Art in Public Places" program, which includes curating art exhibitions at City Hall and the Tallahassee Regional Airport.
- Support for arts, culture, and heritage educators and learners through the monthly "Arts in Education Newsletter", the annual "COCA for the Classroom" resource guide, and the "COCA for Kids" directory.

The Cultural Plan Review Committee determined from assessment of the original plan and best practices of other community cultural plans (see Austin, Texas; Asheville, North Carolina; et. al.), that an annual review of

**the new plan will provide the arts, culture, and heritage community and stakeholders a “living plan” and allow for changes in the plan when they are deemed necessary.**

**The Cultural Plan Implementation Subcommittee met with the Board of Directors and Staff of COCA, representatives from the Tourist Development Council/Visit Tallahassee, the Greater Tallahassee Chamber of Commerce, the Economic Development Council, Leadership Tallahassee, and City and County Commissioners, as well as community stakeholders in culture, arts, and heritage and one message was overarching in all conversations – COCA, as our community’s designated local arts agency, should take the lead as the umbrella agency for culture, arts, and heritage in the City of Tallahassee and Leon County.**

**Community leaders agree that COCA should operate as the local arts agency for all in the City of Tallahassee and Leon County. That being said, it is noted that the statements below, gleaned in the review process, represent some of the concerns about COCA in the past. These concerns of the past should not reflect on perception of COCA moving forward. Our local arts agency should be:**

- **Advocate for arts, culture, and heritage organizations in our community and avoid competition with arts, culture, and heritage organizations and individuals.**
- **Agency whose mission is driven by an organizational strategic plan and in step with the Cultural Plan of the City of Tallahassee and Leon County avoiding projects not at the core of their mission and Cultural Plan.**
- **Agency, which fosters operational and collaborative relationships with various organizations, individuals, and governmental agencies.**

**During the review of the original Cultural Plan, the Executive Director of COCA tendered her resignation to embark on a new phase of her professional life. With a new cultural plan and in seeking a new director, COCA’s Board of Directors has a unique opportunity to engage a new leader that can guide the organization forward and elevate culture, arts, and heritage in our community by:**

- **The adoption of the new Cultural Plan for the City of Tallahassee and Leon County.**
- **Collaborative, cooperative, and networking engagement opportunities with civic, cultural, and educational organizations and individuals in the community.**



## RECOMMENDATIONS: OBJECTIVES AND STRATEGIES

**1. COCA will continue to re-grant annually contracted funds from the City of Tallahassee and Leon County through a competitive grant process for culture, arts, and heritage organizations supporting the superlative work these organizations provide the entire community.**

- Recognizing the limitations in place by Statute, the City of Tallahassee and Leon County should attempt to ease requirements in the COCA Grant Program providing a collective pool of grant dollars to assist local culture, arts, and heritage organizations with general operations grant funding.
- COCA should continue to annually evaluate grant-funding requirements for culture, arts, and heritage organizations that contribute to the advancement of culture, arts, and heritage in Tallahassee and Leon County, which meet the needs of the entire community.

**2. Create grant programs for individual artists through creative funding streams to support individuals in our community who contribute to culture, arts, and heritage.**

- COCA will work with local, regional, and national foundations and re-granting organizations to secure grant funding for individuals advancing culture, arts, and heritage programs in the City of Tallahassee and Leon County.

**For Example:**

- Governmental and Regional (National Endowment for the Arts, National Endowment for the Humanities, South Arts, Division of Cultural Affairs, Florida Humanities Council, et. al.)
- National foundations (Doris Duke Foundation, Knight Foundation, Wallace Foundation, Ford Foundation, Andrew W. Mellon Foundation, et. al.)
- Other funding opportunities that only COCA can apply as the local arts agency for the City of Tallahassee and Leon County.

**3. COCA shall continue to seek out collaborative granting opportunities to partner with organizations and individual artists in the community for grant dollars and public/private funding for which they alone can apply to bring in more funds into our community to help elevate culture, arts, and heritage.**

- This may be a National Endowment for the Arts "Our Town" grant that promotes Creative Placemaking. Creative Placemaking is defined by the NEA as, "leveraging the arts to create a distinct sense of place through increased creative activities, produce vibrant local economies that together capitalize on existing assets, and/or make communities more livable through enhanced quality of life."
- Examples of collaborative grants COCA has applied for (2000-2015), include but are

not limited to, the National Endowment for the Arts, ArtPlace America: Innovation Grants, Visit Florida, John S. and James L. Knight Foundation, Gannett Foundation, and Division of Cultural Affairs, State of Florida.

**4. Acting as the local arts agency for all citizens in the City of Tallahassee and Leon County, COCA will advocate for and champion all culture, arts, and heritage organizations and individuals.**

- The executive director of COCA will seek partnerships and collaborations through networking, professional opportunities, and board and committee seats (appointed, ad hoc, ex officio, etc.) with the Tourist Development Council/Visit Tallahassee, the Greater Tallahassee Chamber of Commerce, the Economic Development Council, Leadership Tallahassee, Network of Young Professionals, Big Bend Minority Chamber of Commerce, and other civic organizations.

**5. A Coalition for Arts, Culture, and Heritage Professionals should be established providing networking, collaborative, and cooperative opportunities to community arts, culture, and heritage executives.**

- This group will consist of community leaders (i.e., executive directors of arts, culture, and heritage organizations) and businesses in the City of Tallahassee and Leon County with the membership setting goals and objectives through a shared vision.
- This network will be administered through COCA and facilitated by their executive director to seek improved communication between leaders in the arts, culture, and heritage community providing a platform for synergy, collaboration, cooperation, communication, and advocacy.

- This network can provide a forum for professionals from organizations to:
- Encourage and enable program providers to seek opportunities for collaboration and cooperation,
- To build a support network for professionals working in the arts; and
- To create comprehensive systems of presenting the arts to our community.

**6. As the local arts agency, COCA will create an ongoing conversation in the community regarding the value of public and private financial support for arts, culture, and heritage.**

- COCA will use the quantitative and qualitative data provided by local arts, culture, and heritage organizations participating in the COCA Grant Programs and information from other arts, culture, and heritage businesses and state partners to create a "One Sheet" to educate local governments, businesses, and individuals about the intrinsic and extrinsic value of arts, culture, and heritage in the City of Tallahassee and Leon County.
- This "One Sheet" report is different than the Annual Reports issued to the City of Tallahassee and Leon County per COCA's contracts with said agencies in that it:
  - Includes information by local arts, culture, and heritage businesses and state partners, not participating in the COCA Grant Program, but have a cultural and economic impact in the City of Tallahassee and Leon County.
  - Is more of a "one-sheet" document that can provide information to individuals, organizations, and



businesses on the impact arts, culture, and heritage has in our community. *(See example in Addendum A3)*

- Uses more quantitative data provided by organizations and local artists to exhibit the economic, educational, and community impact of arts, culture, and heritage in the City of Tallahassee and Leon County.
- Would use the results of the "Economic Impact Study," which COCA would conduct every five years *(See Goal #8)*.
- As referenced above, COCA provides an Annual Report to the commissions of the City of Tallahassee and Leon County reporting back the progress of their previous year's contract. It is recommended that COCA's reporting to the commissions of the City of Tallahassee and Leon County be streamlined to one report that provides the information needed and necessary to satisfy both contracts; in one document.

**7. A Youth & Education Network should be established to provide networking, collaborative, and cooperative opportunities to community arts, culture, and heritage educators and administrators.**

- This group will consist of arts, culture, and heritage educators and administrators seeking to elevate educational opportunities, share resources, and advocate for arts, culture, and heritage education in the community. This may include:
  - o PK – 12 educators and administrators in private, public, and home school education.

- o Public, private, and non-profit arts, culture, and heritage organizations including but not limited to museums, after-school programs, community arts programs, private arts instruction (music, art, dance, theatre, etc.), and other arts, culture, and heritage educational opportunities available in the City of Tallahassee and Leon County.

- o Florida State University, Florida A&M University, and Tallahassee Community College departments, programs, and colleges supporting arts, culture, and heritage education in the community.

- The network may also be responsible for recognizing "arts educators of the year" in the community and should be facilitated by COCA's Education Director.

**For Example:**

- The Brevard Cultural Alliance acknowledges excellence in arts education to build an understanding of the importance of the arts, culture, and heritage in the schools.
- [www.artsbrevard.org/programs-and-grants/for-educators/excellence-in-visual-arts.html](http://www.artsbrevard.org/programs-and-grants/for-educators/excellence-in-visual-arts.html)

**8. The Board of Directors and Staff of COCA will align their strategic vision and long-term organizational plan with the Cultural Plan and collaborate with the Cultural Plan Advisory Committee and community stakeholders to evaluate the implementation and progress of the Goals, Recommendations, and Strategies in the Cultural Plan to best serve all communities in the City of Tallahassee and Leon County.**

**9. In aligning their strategic vision and long-term organizational plan with the Cultural Plan, COCA will provide the community**

with an “Economic Impact Study” every three years that demonstrates the role arts, culture, and heritage organizations and individuals play in the local economy.

- These studies can be produced in partnership with the Americans for the Arts as was the Arts and Economic Prosperity study that COCA conducted in 2008, which was published in 2009.
- At the time of this report, the cost of the study through the Americans for the Arts is \$8,500.
- o More information is available at: [www.americansforthearts.org/information\\_services/research/services/economic\\_impact/iv/custom.asp](http://www.americansforthearts.org/information_services/research/services/economic_impact/iv/custom.asp)

**10. With the adoption of the new Cultural Plan a Cultural Plan Advisory Committee will be created by the City and County Commissions to:**

- Collaborate with plan implementation stakeholders and community on organizational and community needs assessments addressed in the Cultural Plan.
- Provide advisement to plan implementation stakeholders and community with possible amendments, improvements, or changes to the Cultural Plan for the betterment of arts, culture, and heritage in our community.
- Report the annual progress of the Cultural Plan to the commissions of the City of Tallahassee and Leon County.

The Cultural Plan Advisory Committee (CPAC) is charged with reporting progress and assisting stakeholders with implementation of the Cultural Plan for the City of Tallahassee and Leon County. The committee is not established to provide oversight, supervision,

or management of any individual, organization, or stakeholder named in the Cultural Plan.

This advisory committee will consist of individuals in our community who have a vested interest in arts, culture, and heritage and represent diverse communities including but not limited to visual arts, music, dance, theatre, heritage, education, film, and creative writing.

o The Cultural Plan Advisory Committee will be made up of 13 members, who are arts, culture, and heritage stakeholders in the community:

- o Community leaders initially drawn from Subcommittee chairs of CPRC and/or Arts, Culture, and Heritage Community Stakeholders (4 total)
- o Community leaders/administrators in arts, culture, and heritage (2 total)
- o COCA board member and executive director (2 total)
- o Leon County School teacher and/or administrator (1 total)
- o Greater Tallahassee Chamber of Commerce/EDC (1 total)
- o Visit Tallahassee/Tourist Development Council (1 total)
- o Colleges and Universities (TCC, FSU, FAMU) (2 total)

- The committee and key stakeholders will meet every six months to discuss successes and challenges of the plan implementation, suggest possible changes and amendments to the plan, and determine any unmet needs. Annually, the committee will present a Cultural Plan Progress Report which will include success findings, suggested modifications, and needs assessments to the commissions of the City of Tallahassee and Leon County and other key stakeholders.



- o The CPAC will meet with the COCA Board in a timely manner to assist in recommendations for funding to the Leon County and City of Tallahassee Commissions prior to their annual budget workshops.
- o The committee will operate in the calendar year.

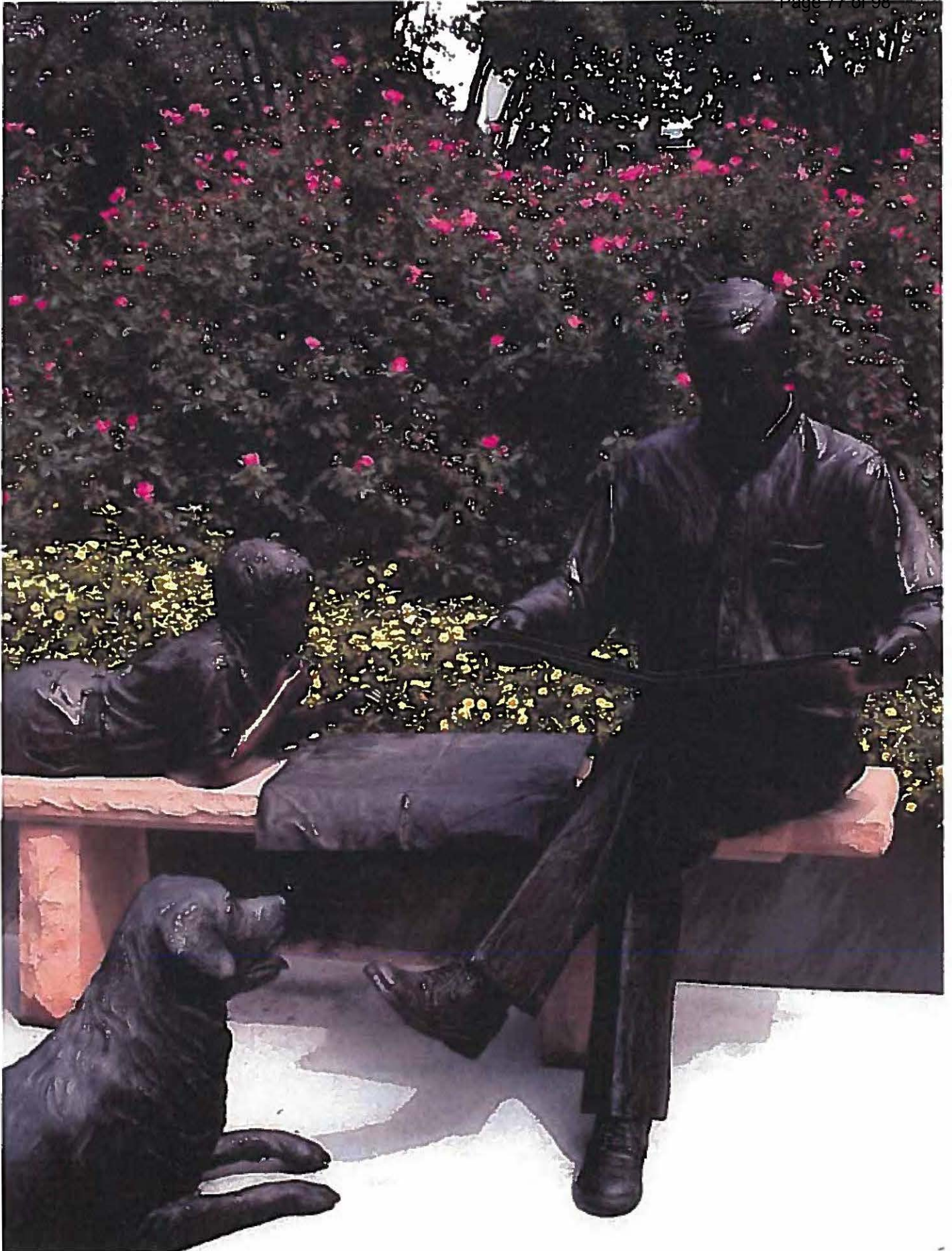
After two years under the new Cultural Plan, the Cultural Plan Advisory Committee will sunset as an independent committee and become an ad hoc committee of the COCA Board.

**11. Upon acceptance of the new Cultural Plan, in anticipation of budget preparation and budget workshops at the City of Tallahassee and Leon County, and with the hiring of the new executive director of COCA and other key arts, culture, and heritage staff discussed in the Cultural Plan; funders, policy makers, organizations, individuals and governmental groups, which contribute to the implementation of the Cultural Plan shall conduct a workshop, co-led by COCA Executive Director and Chair of Cultural Plan Advisory Committee, to collectively understand and discuss the implementation of the Cultural Plan and begin the process of collaboration in implementation.**

- Participation in this workshop should include members of:
  - o Cultural Plan Advisory Committee
  - o Council on Culture and Arts
  - o Tourist Development Council
  - o Greater Tallahassee Chamber of Commerce
  - o City of Tallahassee Government
  - o Leon County Government
  - o Leon County Schools
  - o Florida State University

- o Tallahassee Community College
- o Florida A&M University
- o Economic Development Council
- o Community Redevelopment Authority
- o Others who may be in a position to move the plan forward
- The goals of this workshop would include:
  - o Establishing funding needs for the implementation of the Cultural Plan, which may need to be considered during the budgeting process of the City of Tallahassee and Leon County.
  - o Establish opportunities for collaboration.
  - o Understand and begin the creation partnerships needed to implement the Cultural Plan.

**12. It is recognized by the CPRC that the implementation of some of the recommendations included in the Capital Area Cultural Plan may require additional staffing and funding for COCA. The COCA Board as the governing entity of COCA, with support from the Cultural Plan Advisory Committee, will determine and recommend any additional positions and funding which it deems necessary to effectively implement the plan.**



ADDENDUM

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## Addendum A-1

### PROPOSED CAPITAL NEEDS MATCHING GRANT FOR ARTS AND CULTURAL FACILITIES

**Purpose of the Program** – To offer support and funding for renovation, new construction, or acquisition of cultural facilities located in Leon County or the City of Tallahassee.

A Cultural Facility is a building that shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the arts and cultural disciplines including, but perhaps not 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.

The intent of this grant program is capital improvement that, for the purpose of this application, is defined as an addition or renovation of a permanent structural improvement or the restoration of some aspect of a property that will either enhance the property's overall value or increases its useful life.

**Basic Eligibility:** All applicants must meet the following basic legal and program eligibility requirements at the time of the application.

All applicant organizations must:

- 1) Be physically located in the City of Tallahassee or Leon County, Florida.
- 2) Be a non-profit, tax exempt Florida corporation according to these definitions:

Incorporated as an active nonprofit Florida corporation, pursuant to Chapter 617, Florida Statutes;

Designated as a tax-exempt organization as defined in Section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1954; and

Allowed to receive contributions pursuant to the provisions of s. 170 of the Internal Revenue Code of 1954.

- It is understood that the source of grant funds may result in additional requirements that affect eligibility for applicants.

#### Grant Requirements:

- A. Own or have an executed lease for the undisturbed use of the land or buildings or both. In cases where either the land or buildings or both are leased by the applicant, the owners must also meet the criteria in number 1 above. **Exception:** Unless land or buildings or both are owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.
- B. Retain ownership of all improvements made under the grant. **Exception:** Unless land or buildings or both are owned by the City of Tallahassee and/or Leon County and leased to an eligible applicant.

- C. An organization operating budget showing total revenue and support for the last completed fiscal years.
- D. A digital file reduction of current architectural plans.
- E. Support letters indicating project impact and worthiness (5 letters or fewer.)

**Grant Restrictions:**

The Cultural Facilities program grant does not fund feasibility studies, architectural drawings or operational support.

Any applicant requesting and receiving grant funds from this program for the purpose of construction, rehabilitation, remodeling, or preservation of a historic property, must do so in conformance with the Secretary of the Interior's Standards for Historic Preservation. Please see these standards and additional information at [www.nps.gov/history/hps/tps/tax/rhb/](http://www.nps.gov/history/hps/tps/tax/rhb/).

Although applicants may apply for more than one project, applicants can only have one "open" cultural facilities grant at a time.

**Submissions and Review Calendar – to be determined**

**Request Amount:** The maximum grant amount that may be requested is \$500,000. There is no minimum amount. Only a single application for any applicant may be submitted in the same year.

**Match Requirements:** Organizations must demonstrate SECURED funds equal to the amount requested (\$1 to \$1 match). The funds must be placed in a designated account for the sole purpose of the project and there will be

accountability requirements before, during and after the release of grant funds. Alternative or additional match requirements may be required depending on the funding source.

**Single Phase and Multi-Phase Projects:**

Single Phase Projects are defined as those which will be completed within 21 months after grant funds are available.

Multi-Phase Projects are defined as those for which funding will be requested for different phases of the *same* project over a period not to exceed 3 years. Multi-phase projects *must* have activities in each year for which funding is requested. Requested total amount may not exceed \$500,000, but grant funds may be allocated to the applicant in varied amounts, subject to project needs and availability of matching funds.

All required matching funds must be secured prior to grant approval.

Applicant must define phases of the project and submit a separate request for each project phase over the 3-year period. Phases must be numbered in keeping with the order of the project and application submissions.

For multi-phase projects, applicants should describe all construction or renovation work to be done (i.e., all additional phases), beyond the construction or renovation described in the original proposal. Applicants should describe a clear understanding of the entire project. Applications that are not identified as "multi-phase" will be determined to be single phase, which could result in forfeiture of funding if project is not completed on time.

**Changes in Project Scope or Venue:**

Anything that substantially reduces the scope or character of the funded project is not allowed. Organizations wishing to change the scope or venue of their project must submit a new application, in accordance with application guidelines and calendar, for a subsequent application cycle.

**Project Extensions:** Grant period extensions for single-phase and multiphase projects may be requested by the organization. An extension of the completion date must be requested at least 30 days prior to the end of the grant period.

Extensions may not exceed 120 days for any single-phase project or 120 days for any phase of a multiphase project unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were hired. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant, or failure to raise sufficient matching funds.

Multiphase projects remain subject to the original overall time limitation (i.e. 3 consecutive years), regardless of the number of approved grant extensions. A Grant Amendment Request (GAR) form (see Grant Forms) should be used when requesting an extension.

**Non-Allowable Costs:** Grant funds may not be spent on the following:

- A. General Operating Expenses (GOE).  
Administrative costs for running the organization (including but not limited

to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.).

- B. Costs associated with representation, proposal, or grant application preparation.
- C. Costs incurred or obligated before project timeline approved in the grant process.
- D. Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
- E. Costs for planning, including those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
- F. Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
- G. Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
- H. Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
- I. Re-granting, contributions, and donations.
- J. Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement.



**Review Criteria and Scoring:**

Each eligible application will be evaluated on competitive criteria.

Criteria	Application section(s)	Worth
Scope of Work	Scope of Work: Project Narrative and Phases	up to 25 points
	<ul style="list-style-type: none"> <li>• Describe the project for which you are requesting support.</li> <li>• Describe how the board has been engaged in using an inclusive, thorough planning process to make informed decisions about the project.</li> <li>• Describe the ability to operate and maintain equipment/facility after the project is complete.</li> <li>• Provide a detailed construction schedule for the project.</li> <li>• Describe how the project corresponds to the organization's long-term facilities plan.</li> <li>• Have permits been secured, if applicable?</li> </ul>	
Project Budget and Matching Funds	Proposal Budget Detail: Expenses Proposal Budget Detail: Income  Matching Funds Statement	up to 25 points
	<ul style="list-style-type: none"> <li>• Describe the administrative and financial capabilities to implement the project, including budget.</li> <li>• Demonstrate financial need for a grant.</li> <li>• Provide three years organizational and financial data.</li> <li>• Have matching funds committed to the project or demonstrate an ability to raise funds to complete the project.</li> <li>• Have capital reserves in place or demonstrate an ability to successfully fund depreciation.</li> <li>• Include a project budget that identifies all sources of funding (committee, pending and/or projected).</li> <li>• Include a project budget where the costs are prioritized and informed by construction drawing phase engineers/estimates or professional third party bids.</li> <li>• Have identified and/or hired the project's leadership and key contracted personnel, as needed, and demonstrate they have the appropriate skills and capacity to implement the project.</li> <li>• Demonstrate that there is a current capital campaign for this project and how additional funds to complete the project will be obtained.</li> </ul>	

<p><b>Need for Project</b></p>	<p><b>Need for Project and Operating Forecast Detail</b></p> <ul style="list-style-type: none"> <li>• There must be a demonstrated need for the project that is integral to the mission and overall strategic organizational plan.</li> <li>• Demonstrate that the project is appropriately sized relative to the capacity and needs of the organization.</li> <li>• For projects that either expand programming or square footage, or both, provide evidence of market demand for said expansion.</li> <li>• For maintenance and/or repair projects, demonstrate that it is in the context of an overall capital needs assessment and replacement schedule.</li> <li>• Describe the project's use of energy efficient products and/or technologies.</li> <li>• Describe the project's impact on accessibility, quality of life, job creation, economic growth, cultural tourism or other issues deemed relevant.</li> <li>• Describe how the project will sustain and/or enhance the future operating stability/capability of the facility.</li> <li>• Describe the broad-based community support the project has and the number of constituents affected.</li> <li>• Demonstrate cooperation between local community groups, professional companies, organizations and local government authorities to ensure the most efficient use of available resources, as well as high level of community support for the project.</li> </ul>	<p><b>up to 25 points</b></p>
<p><b>Project Impact</b></p>	<p><b>Project Impact</b></p> <ul style="list-style-type: none"> <li>• Demonstrate expected increase in visitor draw to the facility being improved.</li> <li>• How will the project be evaluated? What goals or outcomes are you expecting?</li> <li>• Detail how this project will affect the audience and communities served by your organization.</li> <li>• Demonstrate ability of project to have a positive impact on cultural awareness on a local, regional or statewide basis.</li> <li>• Thoroughly analyze the impact the capital project will have on the organization's future finances if expanding square footage or programming.</li> </ul>	<p><b>up to 25 points</b></p>

Possible Bonus Points for Length of operational service:

- 10 to 15 years – 2
- 15 to 20 years – 3
- More than 20 years - 5

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The total possible number of points is 105. The Application Review Committee's evaluation will be based on the information contained in the application and required attachments. The Committee members' individual ratings will be averaged to determine a final score for each application.

Applications receiving a score of 75 or higher will be considered for funding.

## Addendum A-2

### RECOMMENDATION PRESENTED TO IMAGINE TALLAHASSEE ON 10/14/13 FROM THE FUNDING AND FACILITIES SUBCOMMITTEE OF THE CULTURAL PLAN REVIEW COMMITTEE

**Growing our destination product for travel and tourism while supporting a creative culture and urban lifestyle**

#### Goals:

1. Increased visitor and tourist spending.
2. Media recognition as a cultural destination for in-state and out of state travelers.
3. Increase financial sustainability within our arts and cultural institutions.
4. Recognition of Greater Tallahassee as a metropolitan area "on the rise".
5. Increased employment in "creative industries."
6. Improved perception of Tallahassee as a place to live among young professionals.

#### Strategies:

1. Ensure a level of "coolness" within downtown and surrounding urban areas.
2. Promote art in public places.
3. Foster the development of creative young professionals as catalysts for economic growth.
4. Foster financial sustainability in our arts and culture organizations.

**Create a funding source that provides competitive grants to arts and cultural organizations, as well as state and local government, for projects or programs that allow the organization to achieve**

**a "quantum leap" (highly significant advance or breakthrough) in their offerings or level of self-sustainability.**

#### Examples of projects or programs that could be eligible:

1. Art in Public Places
2. Projects that promote a sense of place or identity in the community
3. Projects that propel an organization to a new level of service to the community
4. Projects that propel an organization to a new level of sustainability (investment now, save money over time)
5. Projects/Programs that attract Regional or National media attention to the Tallahassee area as a visitor destination
6. KCCI initiatives

**Executive Summary:** Economic Development efforts for our region rely on competitive assets. A highly educated workforce, thriving high-tech presence, and a community committed to visual arts, performing arts, science, and historical experiences are all essential factors. To maintain the ability to grow and attract new business, our community must offer outstanding quality-of-life experiences that include cultural facilities, programs, and events.

Culture is essential economic development unto itself. According to the most recent regional analysis (Americans for the Arts Economic Prosperity Report, 2009), combined with its complimentary thriving tourism market, culture is an industry that supports

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2,720 FTE employees in our community with a unique economic impact of \$74,567,307. It is simply good business to support and grow the benefits of culture and historic resources.

### **HOW CULTURE ADDRESSES THE SALES TAX THEMES**

**Sense of Community-** Art and historic experiences offer an immeasurable mechanism for growing its creative class. When artists, performers, historians and other related professionals are valued, offered competitive salaries, have opportunities for employment and are encouraged to be both artists as well as successful entrepreneurs, business prospers. To earn a reputation and “sense of community” where extraordinary art abounds, there must be thriving, attractive facilities, events, experiences and spaces, both indoors and in the natural environments that foster the creation of art and celebrate its presence.

**Connectivity –** There is a physical connection between spaces when sidewalks, bikes, and trails link neighborhoods and sections of our community. Art offers the opportunity to make emotional connections. Some cities have used “Cows on Parade,” “Flamingos on Parade”, or other iconic community symbols to unite what the community values with original art.

This results in making unique connections between streets, shopping districts and an overall sense of unity. Some municipalities have used street pavers to create artistic messages. Landscaping can also be artistic renderings.

There should be careful consideration to what types of art might define our community and make these types of connections. But, the purpose of this proposal is to promote consideration for the importance of incorporating art into the Connectivity plan.

**Economic Vitality –** All firms contemplating relocation or expansion consider the many

resources a community offers. Families require good schools, activities, and quality of life experiences, as well as diversified employment opportunities for spouses. Graduating students from institutions of higher education consider salary and opportunities for advancement, as well as the “livability” of the community. Seniors look for life-long learning and volunteer opportunities to remain engaged and active members of society. It is not unreasonable to think a family’s need to relocate for one member’s professional advancement may bring multiple generations of its members.

When there are rich cultural experiences, a vibrant night life and activities that are valued by people of all demographic groups, the chances to build on the economy flourish. In every culture throughout history, one of the most important aspects of the economy has been the value placed on artistic achievement and offerings. Today in Tallahassee, as well as the world, that remains true. The importance of culture should not be underestimated regarding the economic vitality of our community.

**Parks/Ecotourism –**The “other Florida” is the one we call home. The mighty Apalachicola, Wacissa, and Aucilla rivers tie to lakes, streams and ponds, while offering a plethora of ecotourism experiences. We are home to one of the greatest natural history museums in the state, national and state parks, and we are a city with nationally acclaimed parks and related programs. Cultural experiences abound in these locations and must be supported.

There are opportunities to expand our offerings. Heritage trails, the site of the “First Christmas”, and an expansion of collaboration between destinations, state and municipal agencies, the Leon County Tourist Development Council and other stakeholders will flourish, if cultural organizations can be strengthened to increase programs offered in our parks and the number and quality of eco-tourism experiences.

**Gateways – Art in Public Spaces is the most obvious example of how culture can positively impact gateways to our community. While there have been some wonderful and unique installations, there is no cohesive vision for art in public spaces to enhance our gateways. Imagine art at interstate exit and entrance ramps that make a statement about our “sense of place.” Art can also be installed in roundabouts to create community gateways.**

**It would be ideal if the community would establish a diversified committee to create a strategic plan for art in public places, including desirable objectives for gateways, large and small.**

## ADDENDUM A-3

### A Strong Return on Investment

Twenty-two organizations were funded through the City's Cultural Services Grant last year for a total of 7.55 million dollars, approximately one-third of the percent of the City's budget (1.1%).

**The Arts and Culture Industry:**

- Supports 750 jobs
- Generates 29 million in the local economy
- Provides 304 R/F free and reduced price tickets
- Achieved an overall economic impact of 5.8 million

**Arts and Culture Fuel the Economy by:**


- Strengthening Education
- Promoting Economic Development
- Energizing Downtown
- Attracting Tourists

### All YOURS for \$3.27

## A Great Return on Investment.


Let this decision make you know that you value investments in arts and culture.

City Council 630-1277 | [www.jax.org](http://www.jax.org)  
Mayor Alan Borman | 630-1276 | [mayor@jax.org](http://mayor@jax.org)



**Cultural Council**  
P.O. BOX 22000 JACKSONVILLE, FL 32202  
PHONE 904.399.1111 FAX 904.399.0100

## Jacksonville INVESTS \$3.27 PER PERSON in the ARTS



### CULTURAL ORGANIZATIONS FUNDED BY THE CITY OF JACKSONVILLE

CIVIC AND COMMUNITY ORGANIZATIONS	CULTURAL ARTS PROGRAMS	CITY OF JACKSONVILLE
<p><b>COMMUNITY CENTER FOR THE ARTS AND SCIENCES</b></p> <ul style="list-style-type: none"> <li>• Serves 7,000 individuals with disabilities at a very low cost per individual</li> </ul> <p><b>THEATRE THEATRE</b></p> <ul style="list-style-type: none"> <li>• Community-wide class of 1,000 youth each year through exciting artistic and cultural projects</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Attracts more than 1,000 people downtown during the festival season</li> </ul> <p><b>MUSEUM OF FINE ARTS AND DESIGN</b></p> <ul style="list-style-type: none"> <li>• Offers free admission to residents every Tuesday</li> </ul> <p><b>MUSEUM OF SCIENCE AND HISTORY</b></p> <ul style="list-style-type: none"> <li>• Attracts the largest single line digital image archive in the United States</li> </ul> <p><b>MUSEUM OF FINE ARTS AND DESIGN</b></p> <ul style="list-style-type: none"> <li>• Provides Mobile Artwork Service to 27,000 weekly museum-goers in Duval County</li> </ul> <p><b>SENIORS AND A MUSEUM OF SCIENCE</b></p> <ul style="list-style-type: none"> <li>• Attracts more than 100,000 visitors annually to learn about the history of the First Coast</li> </ul> <p><b>REARVIEW MUSEUM OF ARTS</b></p> <ul style="list-style-type: none"> <li>• Provides mobile artwork, including internationally acquired works, free to the public</li> </ul>	<p><b>CIVIC AND COMMUNITY ORGANIZATIONS</b></p> <ul style="list-style-type: none"> <li>• Serves as the leading provider of free, standard-based art instruction for 7,000 disadvantaged children</li> </ul> <p><b>COMMUNITY CENTER FOR THE ARTS AND SCIENCES</b></p> <ul style="list-style-type: none"> <li>• Provides a unique program of musical instruction to help improve the quality of education through its Young Men's Chorus</li> </ul> <p><b>PLAYERS OF THE SEA</b></p> <ul style="list-style-type: none"> <li>• Provides drama and live care to 1,000s of at-risk students (served at home) through support</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides free music programming to 27,000 students from 100 elementary schools in the First Coast</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides free music programming to 27,000 students from 100 elementary schools in the First Coast</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides free music programming to 27,000 students from 100 elementary schools in the First Coast</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides free music programming to 27,000 students from 100 elementary schools in the First Coast</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides free music programming to 27,000 students from 100 elementary schools in the First Coast</li> </ul>	<p><b>CITY OF JACKSONVILLE</b></p> <ul style="list-style-type: none"> <li>• Provides free, high-level art instruction to disadvantaged students in the urban core</li> </ul> <p><b>THEATRE THEATRE</b></p> <ul style="list-style-type: none"> <li>• Provides leadership education to young men's choir, many of whom have performed and toured around the world</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides musical instruction to 100 at-risk youth in partnership with parents and community-based organizations</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides instruction and enrichment for 100 at-risk youth in partnership with parents and community-based organizations</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides instruction and enrichment for 100 at-risk youth in partnership with parents and community-based organizations</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides instruction and enrichment for 100 at-risk youth in partnership with parents and community-based organizations</li> </ul> <p><b>THEATRE THEATRE SYMPOSIUM ORGANIZATION</b></p> <ul style="list-style-type: none"> <li>• Provides instruction and enrichment for 100 at-risk youth in partnership with parents and community-based organizations</li> </ul>

Arts and Culture: A Great Return on Investment

## ADDENDUM A-4

### **SOME OF THE INDIVIDUALS INTERVIEWED, ORGANIZATIONS THAT PRESENTED AND DOCUMENTS STUDIED BY THE COMMITTEE**

#### **Economic Development and Marketing**

Anne Mackenzie, Board Member, Past Chair COCA Board

Amanda Thompson, COCA

Christopher Heacox, Executive Director, Seven Days of Opening Nights

Erica Thaler, Education and Marketing, COCA

Jane Barron, Red Hills Horse Trials

Jay Revell, Downtown Improvement Authority

Kay Stephenson, Board Chair, COCA Board

Kelly Dozier, Chair, LeMoyne Chain of Parks Art Festival

Lee Daniel, Tourist Development Council/Visit Tallahassee

Marvin Mayer, Red Hills Horse Trials

Michael Parker, Director, City of Tallahassee Economic Development

Ni'Cole McRae, Owner, Ni'Coles Performing Arts Center

Peggy Brady, Executive Director, COCA

Quincie Hamby, Local Artist

Raoul Clarke, President of Springtime Tallahassee

Roxanne Manning, City of Tallahassee

Sean Pittman, Big Bend Minority Chamber of Commerce

Sue Dick, Greater Tallahassee Chamber of Commerce

#### **Also spoke with or obtained information from:**

Athens, Georgia Cultural Plan

Austin, Texas Cultural Master Plan

Asheville, North Carolina Cultural Plan

Boulder, Colorado Cultural Plan

Charlotte, North Carolina Cultural Plan

Chattanooga, Tennessee Cultural Plan

Denver, Colorado Cultural Plan

Houston, Texas Cultural Plan

Madison, Wisconsin Cultural Plan

Portland, Oregon Cultural Plan

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## **Education**

**Althemese Barnes, Executive Director, Riley House Museum**  
**Amanda Thompson, COCA**  
**Amanda Whitaker, Gilchrist Elementary**  
**Barbara Willis, Assistant Superintendent, Leon County Schools**  
**Christopher Heacox, Seven Days of Opening Nights**  
**Donna Callaway, Former Principal, Raa Middle School**  
**Gil Ziffer, City Commissioner**  
**Jackle Pons, Superintendent, Leon County Schools**  
**Janet Pichard, Tallahassee Ballet**  
**Judy Arthur, Teacher, Leon High School**  
**Judy Crews, Retired Leon County Art Teacher and Guidance Counselor**  
**Leslie Puckett, Tallahassee Senior Center Art Coordinator**  
**Lori Danello Roberts, Northwood Arts Project**  
**Michi Meko, Fulton County Arts Council**  
**Nancy Miller, City Commissioner**  
**Ni'cole McCrae, Nicole's Performing Arts Center**  
**Rosanne Wood, former SAIL Principal, COCA Board Member**  
**Russell Daws, Executive Director, Tallahassee Museum**  
**Sheila Costigan, Executive Director, Foundation for Leon County Schools**  
**Viki D. Thompson Wylder, PhD, Curator of Education, FSU Museum of Fine Arts**

### **Also spoke with or obtained information from:**

**Savannah College of Business**  
**Brevard Council of the Arts**  
**Arts Foundation of Martin County**  
**Fulton County, Art-At-Work program**  
**Cultural Arts Alliance Walton County**  
**Palm Beach County Cultural Council**  
**United Arts of Central Florida**  
**St. Johns Cultural Council**  
**Miami/Dade Department of Cultural Affairs**

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## **Funding and Facilities**

**Allys Paladino Craig, Director, FSU Fine Arts Museum**

**Althamese Barnes, Executive Director of Riley House Museum**

**Beth Lewis, Executive Director of Goodwood Museum**

**Bob Inzer, President, Board of Directors -The Florida Center for Performing Arts and Education**

**Chris Heacox, Executive Director of 7 Days of Opening Nights**

**Danny Langston, Board President, Challenger Learning Center**

**Susan Borland, Education Manager – Challenger Learning Center**

**Jevelle Robinson, Executive Director – African Caribbean Dance Theater, Inc.**

**David Watson, Treasurer, Tallahassee Symphony Orchestra**

**Terry Galloway – Director and Founder Mickee Faust Club**

**Donna Nudd –Member Board of Directors – Mickee Faust Club**

**Felicia Leborgne Nowels – President, Board of Directors –  
The Mary Brogan Museum of Art and Science**

**Marcus Rhodes – Executive Director, Southside Arts Complex**

**Gil Ziffer, Commissioner, City of Tallahassee**

**Janet Pichard, Executive Director, Tallahassee Ballet**

**Lee Daniel, Executive Director, Leon County Tourist Development Council**

**Kerri Post, Deputy Director, Florida Department of State**

**Larry Fuchs, Board President, LeMoyne Center for the Visual Arts**

**Mandy Sauer, Executive Director, Tallahassee Symphony Orchestra**

**David Watson, Treasurer, Board of Directors – Tallahassee Symphony Orchestra**

**World Ballet**

**Valerie Arsenault, Music Director – The Tallahassee Bach Parley**

**Peggy Brady, COCA Executive Director**

**Russell Daws, Executive Director, Tallahassee Museum of History and Natural Science**

**Teresa Davis, Executive Director, Tallahassee Little Theatre now Theatre Tallahassee**

**The Facilities Committee contacted all 2012 COCA grant recipients requesting their input regarding current and future facilities needs.**

**Reviewed materials, studied data, attended meetings of:**

**Historical budget data from City of Tallahassee and Leon County**

**Reports and information provided by COCA**

**Sales Tax Committee meeting/presentation by proponents of proposed Performing Arts Center**

**Imagine Tallahassee Steering Committee Meetings**

**Form 990 tax returns for COCA grant recipients**

**Various cultural plans from other cities**

**Capital Improvement and other Grants provided to arts and culture efforts from various states**

### **Plan Implementation**

**Anne McKenzie, COCA Board**

**Barbara Boone, Greater Tallahassee Chamber of Commerce**

**Gil Ziffer, City Commissioner**

**Johanna Money, COCA Board**

**John Lawrence, COCA Board**

**Kay Stephenson, COCA Board Chair**

**Kristin Dozier, County Commissioner**

**Lee Daniel, Tourist Development Council/Visit Tallahassee**

**Dr. Matthew Shaftel, Florida State University**

**Mike Pate, KCCI and original plan committee member**

**Miriam Burns, Former Director of Tallahassee Symphony Orchestra**

**Peggy Brady, Executive Director of COCA**

**Ramon Alexander, COCA Board**

**Rosanne Wood, COCA Board**

**Russell Daws, Executive Director of Tallahassee Museum**

**Scott Maddox, Tallahassee City Commissioner**

**Sue Dick, Greater Tallahassee Chamber**

**Stephen Hogge, COCA Board**

### **Presentations Made to the Whole Committee:**

**Gil Ziffer, Tallahassee City Commission**

**Jackie Pons, Superintendent and Barbara Wills, Assistant Superintendent, Leon County Schools**

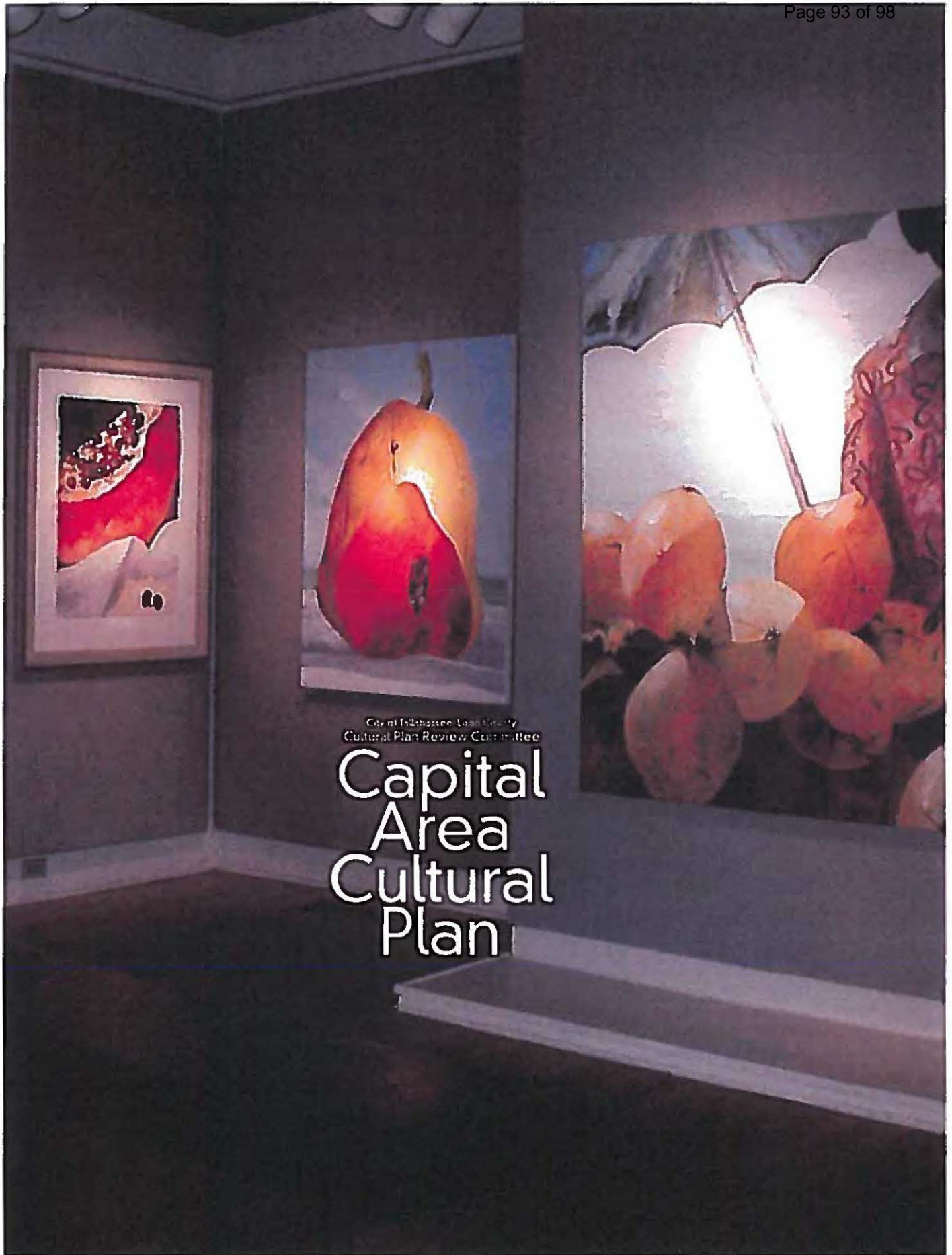
**Kay Stevenson, Chair COCA Board**

**Lee Daniels, Executive Director, Visit Tallahassee**

**Peggy Brady, Executive Director of COCA**

**Robert Bendus, Florida Department of State**





City of Houston, Texas  
Cultural Plan Review Committee

# Capital Area Cultural Plan

RESOLUTION NO. R15 - 12

**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  
Mary Ann Lindley, Chairman  
Board of County Commissioners

ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
AND COMPTROLLER

By: [Signature]  
CLERK

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

By: [Signature]  
HERBERT W.A. THIELE  
COUNTY ATTORNEY

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## Leon County Board of County Commissioners Cover Sheet for Agenda #23

**December 9, 2014**

<b>To:</b>	Honorable Chairman and Members of the Board
<b>From:</b>	Vincent S. Long, County Administrator
<b>Title:</b>	Approval of Interlocal Agreements to Effectuate the Reallocation of the Tourism Development Tax

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review and Approval:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Parades, Director of the Office of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Lee Daniel, Director of Tourism Development Ryan Aamodt, Management Intern

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**Fiscal Impact:**

This item has a fiscal impact by redirecting 1¼-cent tourism development taxes (TDT) or an estimated \$1,125,000 beginning in FY 2015 as well as \$150,000 of general revenue for the operation of Council on Culture & Arts (COCA) as directed by the Board. The TDT funds shall be used to support the cultural plan and grant programs administered through COCA for the next five years.

In addition, rather than require the City to immediately pay back the \$502,573 owed to the County for the demolition of the Johns Building, the City will have five years to use that money to make improvements to the Capital City Amphitheater and/or Meridian building for purposes requested by the County; any balance not utilized at the conclusion of this time will be reimbursed to the County's Tourist Development Trust Fund.

**Staff Recommendations:**

- Option #1: Approve the Third Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area (Attachment #1), and authorize the Chairman to execute in a form approved by the County Attorney.
- Option #2: Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area (Attachment #2), and authorize the Chairman to execute in a form approved by the County Attorney.
- Option #3: Approve the Interlocal Agreement among the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts (Attachment #3), and authorize the Chairman to execute in a form approved by the County Attorney.
- Option #4: Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
- Option #5: Direct staff to work with COCA to negotiate an amendment to their contract that reflects these actions as approved by the Board.

**Report and Discussion****Background:**

At its October 14, 2014 meeting, the Board of County Commissioners (Board) reached an agreement with the City of Tallahassee (City) regarding the reallocation of the Tourism Development Tax (TDT) currently dedicated to the performing arts center. The Board also approved the allocation of 1¼ cent to support the cultural plan and grant programs administered through the Council on Culture & Arts (COCA) for the next five years. The Board's complete recommendation is as follows:

- The CRA would maintain the \$4.1 million (currently estimated at \$5 million) fund balance (plus what was collected through September 30, 2014) set aside for culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects, which includes recommendations being subject to final approval by the County and City.
- Rather than require the City to pay back the \$502,573 owed to the County pursuant to the aforementioned agreement, the County should allow the City five years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$502,573 utilized for the demolition of the Johns Building; any balance not utilized during this period of time will be reimbursed to the County's Tourist Development Trust Fund.
- A formal acknowledgement that effective September 30, 2014, all future one-cent TDT currently 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.
- Following the amendment of the Interlocal Agreement, the County shall amend the Tourism Plan (Ordinance) 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 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 about \$150,000 each towards the operation of COCA. The exact amount can be determined during FY 2015 in conjunction with COCA staff.”
- Utilize the remaining ¼ cent for tourism related expenses as determined by the Board and, upon a future determination by the Board, redirect these funds to support the operations of the convention center once it is operational.
- Should the City determine to reduce general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.
- Direct the Tourist Development Council to review and provide recommendation on all relevant Interlocal Agreements regarding the reallocation of TDT prior to execution.

**Analysis:**

In order to effectuate the recommendations made by the Board on October 14, 2014, two Interlocal Agreements between the County, City and CRA must be amended and a new Interlocal Agreement between the County and City be executed. The analysis portion of this item provides detail on each Interlocal Agreement.

**Downtown District Community Redevelopment Area Interlocal Agreement:**

The County, City, and the CRA entered into this agreement in June 2004, and it was subsequently amended on October 4, 2007 and February 9, 2009. This Interlocal Agreement defines the commitment of the County and the City to jointly fund the Downtown District Community Redevelopment Area Trust Fund.

In accordance to previous Board direction, the third amendment to this Interlocal Agreement among the City, County, and CRA of the City regarding the creation and operation of the Downtown District CRA and the expansion of any CRA would:

- Require all TDT funds collected on or after October 1, 2014 be retained by the County for utilization consistent with Florida law.
- Require the balance of the tourist development tax funds previously collected through and including September 30, 2014, which had been dedicated to the performing arts center(s), be utilized for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects in the Downtown District CRA, which includes recommendations being subject to final approval by the County and City.
- Require all funds not utilized for the purpose mentioned above would be returned to the Leon County TDT Trust Fund.

During the discussions on the amendment to the interlocal agreement, the City requested the ability to utilize the spending of \$4.1 million (currently estimated at \$5 million) fund balance previously set aside for the performing arts center to be utilized not only in the Downtown District CRA but also the Frenchtown/Southside CRA District for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects. The attached and amended interlocal agreement includes this edit to include not only in the Downtown District CRA but also the Frenchtown/Southside CRA District (Attachment #1).

**Demolition and Site Preparation of the Johns Building Interlocal Agreement**

On July 22, 2008, the County and City entered in an agreement regarding the use of TDT funds for costs associated with the demolition and site preparation work for the Johns Building. This project was pursued to support the development of the proposed performing arts center. However, all parties acknowledged the substantial likelihood that the proposed performing arts center led by Florida Center of Performing Arts and Education would not be realized given the lack of adequate private financial support and strong opposition by the Sales Tax Committee

In accordance to previous Board direction, the first amendment to the Interlocal Agreement among the City, County, and the CRA of the City regarding the use of designated TDT funds for demolition and site preparation to support the proposed downtown performing arts center in the downtown district CRA would:

- Provide the City five years to make improvements of the Capital City Amphitheater and/or Meridian Building for the purpose(s) requested by the County in an amount equal to the \$502,573 utilized for the demolition of the Johns Building.

- Require any balance not utilized during this period to be reimbursed to the County's Tourist Development Trust Fund.

#### Agreement to Ensure Funding to Support COCA

This new Interlocal Agreement ensures funding by the County and City be made available to support COCA in its mission to serve the community in the realm of the arts. Consistent with the recommendations made by the City on September 22, 2014 and subsequently the Board on October 14, 2014, this agreement would:

- Effective October 1, 2014, require to County to set aside 1 ¼-cent TDT for the use by COCA to support the cultural plan and grant programs administered through COCA for the next five years, consistent with the authorized uses of section 125.0104, Florida Statutes.
- Require ¼ cent of the TDT mentioned above, beginning FY 2016, be distributed to COCA to support the cultural plan and grant programs in each subsequent fiscal year for a five-year period.
- Effective October 1, 2014, through and including September 30, 2019, require the County and City to provide no less than \$150,000 from general revenue to support COCA's operational expenses.
- Require the City to determine and provide COCA general revenue funds, which it will deem appropriate, in order to support the cultural grant program an implementation of the Cultural Plan.
  - Should the City determine to reduce general revenue support for cultural grants, the Tourist Development Council shall be utilized to offer guidance on the eligibility of cultural agencies for TDT funds at that time.

#### Tourism Development Council

Based on the Board's direction during the October 14, 2014 meeting, the Tourism Development Council (TDC) reviewed and provided recommendations on all relevant Interlocal Agreements regarding the reallocation of TDT on November 6, 2014. During this meeting, the TDC unanimously approved a motion that recommends to the Board that the Council have an opportunity to provide input, prior to final approval by the County Commission, regarding the future spending of \$4.1 million (currently estimated at \$5 million) fund balance maintained by the CRA. The approved motion also requests that the Board allow the TDC to review and approve recommendations prior to the use of the \$502,573, owed from the demolition of the Johns Building, for any future improvements of the Capital City Amphitheater and/or Meridian Building.

#### Conclusion

Both the County and City seek to increase support for cultural grant programs utilizing TDT revenues. Through these two amendments and the new agreement, the County and City agree to increase COCA funding utilizing TDT revenues to \$900,000 (one-cent) in FY 2015, nearly \$400,000 more than what is currently budgeted. Under this proposal, for a total of 1¼ cents (approximately \$1.125 million annually) would be directed to COCA over a five-year period starting in FY 2016. COCA's receipt of the additional ¼ cent would expire in 2020 just as the

penny sales tax revenue would start being collected, which could include approximately \$250,000 annually for the Quantum Leaps Program to support cultural arts programs. The remaining ¼ cent TDT, previously dedicated to a performing arts center, would no longer be subject to the Interlocal Agreement and would revert to the Division of Tourism Development for tourism related expenses based upon prior Board guidance.

In addition, the third amendment to the Interlocal Agreement among the City, County, and CRA of the City regarding the creation and operation of the Downtown District CRA and the expansion of any CRA allows the fund balance previously set aside for the performing arts center to be utilized for projects, programs and expenses related to culture, visual arts, and heritage; performing arts space, as part of the convention center project; or other performing arts projects in the Downtown District CRA as well as the Frenchtown/Southside CRA District.

Finally, staff is also seeking Board approval to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.

Therefore, staff is recommending Board the following:

- Approve the Third Amendment to Interlocal Agreement Among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area;
- Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area and;
- Approve the Interlocal Agreement by and between the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts.
- Direct staff to schedule the first and only public hearing to amend section 11-47 of the Code of Laws of Leon County, Florida, providing for amendments to the Leon County Tourist Development Plan, Exhibit A.
- Direct staff to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.

**Options:**

1. Approve the Third Amendment to Interlocal Agreement Among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area( Attachment #1), and authorize the Chairman to execute in a form approved by the County Attorney.
2. Approve the First Amendment to Interlocal Agreement among the City of Tallahassee, Leon

County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area (Attachment #2), and authorize the Chairman to execute in a form approved by the County Attorney.

3. Approve the Interlocal Agreement by and between the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts (Attachment #3), and authorize the Chairman to execute in a form approved by the County Attorney.
4. Direct staff to schedule the first and only public hearing to amend 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. Direct staff to work with COCA to negotiate an amendment to their contract that reflects the funding increase as approved by the Board.
6. Board direction.

**Recommendation:**

Options #1, #2, #3, #4, and #5.

**Attachments:**

1. [Third Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Creation and Operation of the Downtown District Community Redevelopment Area and the Expansion of any Community Redevelopment Area](#)
2. [First Amendment to Interlocal Agreement among the City of Tallahassee, Leon County, and the Community Redevelopment Agency of the City of Tallahassee Regarding the Use of Designated Tourist Development Tax Funds for Demolition and Site Preparation to Support the Proposed Downtown Performing Arts Center in the Downtown District Community Development Area](#)
3. [Interlocal Agreement among the Leon County and the City of Tallahassee to ensure appropriate levels of funding are made available to support the Council on Culture and Arts](#)

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## Leon County Board of County Commissioners Cover Sheet for Agenda #27

**February 10, 2015**

<b>To:</b>	Honorable Chairman and Members of the Board
<b>From:</b>	Vincent S. Long, County Administrator
<b>Title:</b>	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

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<b>County Administrator Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/Division Review and Approval:</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 ½-cent TDT (\$504,500) to a total 1¼-cent TDT, or an estimated \$1,125,000 beginning in FY 2015. The dedicated 1¼-cent TDT shall be used to support the cultural plan and grant programs administered through COCA. 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.

**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  $\frac{1}{4}$  cent of the one-cent previously dedicated to a performing arts center(s) to support cultural grant programs. Monies accrued from the  $\frac{1}{4}$  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  $\frac{1}{2}$ -cent TDT (\$504,500) to a total  $1\frac{1}{4}$ -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  $\frac{1}{4}$  cent during FY 2015 shall be distributed during FY 2016 and continue through FY 2020. In addition,  $\frac{1}{4}$  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.](#)

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**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Cover Sheet for Agenda #11

April 28, 2015

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

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

**Title:** Authorization to Submit an Application for the U.S. Department of Transportation's National Infrastructure Investments Grant (TIGER VII) for the Southside Connectivity Completion Project

<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., Public Works Director Wayne Tedder, Director of the Department of P.L.A.C.E.
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Assistant to the County Administrator for Intergovernmental and Community Initiatives

**Fiscal Impact:**

This item has a fiscal impact. The item seeks authorization to submit a joint County-City application for the U.S. Department of Transportation's National Infrastructure Investments Grant (TIGER VII) for the Southside Connectivity Completion Project. The project involves the construction of a multi-use pedestrian/bicyclist facility on Magnolia Drive from South Adams Street to Apalachee Parkway; construction of sidewalks and traffic calming devices in the South City neighborhood; stormwater improvements and beautification on Orange Avenue and Meridian Street; and, construction of a StarMetro "Super Stop" on a County-owned property located on the corner of Orange Avenue and Meridian Street.

The estimated project cost is \$25 million. TIGER VII requires a 20% minimum local match. In order to strengthen the competitiveness of the project, staff is recommending a 50% local match in the amount of \$12.5 million; and, as a result, the federal request would be \$12.5 million. Blueprint funds would be utilized for the required local match for the project.

**Staff Recommendation:**

Option #1: Authorize the submittal of a joint County-City application for the Southside Connectivity Completion Project for U.S. Department of Transportation's National Infrastructure Investments Grant.

## **Report and Discussion**

### **Background:**

On May 26, 2009, the Board directed staff to evaluate sidewalk projects that total \$20 million that may be eligible for the Transportation Investment Generating Economic Recovery (TIGER) Grant Program. TIGER was a competitive grant program created by the U.S. Department of Transportation (DOT) to administer \$1.5 billion that was included in the American Recovery and Reinvestment Act of 2009. On July 14, 2009, staff presented a list of sidewalk projects for consideration of the TIGER Grant Program to the Board. At that time, the Board directed staff to work with the City of Tallahassee (City) on a joint application for TIGER funding.

The TIGER I grant request was in the amount of \$44 million for 26 sidewalk projects that equated to 28 miles of new pedestrian facilities, and the installation of OPTICON systems on StarMetro and County/City emergency vehicles to allow for prioritization at traffic signals. Approximately 1,400 applications were submitted nationwide during the TIGER I grant cycle totaling \$60 billion in requests. On February 17, 2010, DOT announced funding awards to 51 projects for a total of \$1.5 billion. This represents 2.5% of the amount of funding requested and 3.6% of the total projects requested. Despite submitting 120 applications worth \$4.3 billion, no projects in Florida were awarded funding.

On December 16, 2009, DOT was appropriated \$600 million for TIGER II. On July 13, 2010, the Board approved a project list in the amount of \$73.4 million for the second round of funding opportunity. The County/City project list included projects identified in TIGER I, as well as sidewalk projects identified as part of the StarMetro's Nova 2010 Decentralization Plan. Additionally, the Board included the Timberlane Area Bike and Pedestrian Project as part of the TIGER II grant request. Approximately 1,700 applications were submitted with a total request of \$21 billion. On October 20 2010, DOT announced funding awards to 42 projects for a total of \$557 million. This represents 2.7% of the amount of funding requested and 2.5% of the total projects requested. Three projects were awarded in Florida (two port projects and a bus transit project); however, the County/City application was not awarded. Although there have been sidewalk projects awarded, the majority of TIGER I and II funding was awarded to Interstate, freight rail, and port infrastructure due to the regional impact of such projects.

On July 1, 2011, DOT announced the funding availability of the National Infrastructure Investment Grant (TIGER III) in amount of \$527 million. On October 25, 2011, the Board approved a list of sidewalk projects that were identified as part of the community's long-range plans (i.e. Bicycle and Pedestrian Master Plan, Access to School Sidewalk Projects, etc.). Unlike the previous two application processes, DOT explicitly prohibited the bundling of unrelated projects for TIGER III. As a result, the City submitted a TIGER application focused on sidewalk projects incorporated in its NOVA 2010 plan. Approximately 848 applications were submitted with a total request of \$14 billion.



On December 15, 2011, DOT announced funding awards to 42 projects for a total of \$511 million. This represents 3.6% of the amount of funding requested and 5% of the total projects requested. In Florida, only a port project in Jacksonville and a Seminole Tribe of Florida road project in Hendry County were awarded funding for TIGER III; however, neither the County nor City applications were awarded funding.

On January 30, 2012, DOT announced solicitation of grant applications for TIGER IV. On February 14, 2012, the Board authorized staff to re-submit the sidewalk projects from the TIGER III application for TIGER IV. Approximately 732 applications were submitted to DOT with a total request of \$12 billion. On June 22, 2012, DOT announced funding awards to 47 projects for a total of \$500 million. This represents 4% of the amount of funding requested and 6% of the total projects requested. Two projects were awarded in Florida - a multimodal project in Tampa that included funding for a 2.6-mile bicycle/pedestrian segment, and a streetcar project in Fort Lauderdale. On April 26, 2013, DOT announced solicitation of grant applications for TIGER V.

On May 14, 2013, the Board authorized staff to submit a joint County-City application for the Market District Center Project for TIGER V. Approximately 585 applications were submitted to DOT for TIGER V funding. On September 12, 2013, DOT announced funding awards to 52 projects for a total of \$474 million. This represents 9% of the total projects requested. Three projects were awarded in Florida - a bicycle/pedestrian improvements project in Lee County; a streetscaping and transit improvement project in Sweetwater (Florida International University); and, a freight rail project between Ft. Lauderdale and West Palm Beach. On March 3, 2014, DOT announced solicitation of grant applications for TIGER VI.

On April 8, 2014, the Board authorized the submittal of three joint County-City applications for TIGER VI:

1. Market District Activity Center Project (Market Street & Live Oak Planation),
2. Southside Connectivity Enhancement Completion Project (Magnolia Drive & South City Neighborhood), and
3. High Frequency Commuter Route (StarMetro Buses).

There were 797 applications submitted to DOT for TIGER VI funding worth \$9.5 billion in request. On September 12, 2014, DOT announced funding awards to 72 projects for a total of \$600 million. This represents 9% of the total projects requested. Only one project was awarded in Florida; the Tamiami Trail Bridge in South Florida. The Florida Panhandle remains the only region in the state that has not been awarded a TIGER grant since it was created in 2009. On April 2, 2015, DOT announced solicitation of grant applications for TIGER VII.

### **Analysis:**

TIGER VII is a highly competitive grant process that is available to states and local governments for capital investments in surface transportation infrastructure, including highway or bridge projects, public transportation projects, passenger and freight rail, and port infrastructure projects. U.S. DOT received a \$500 million appropriation to administer the program, which is a 16% decrease from TIGER VI. The agency is required to award at least \$100 million of TIGER VII funding to projects located in rural areas, which limits funding to large and mid-size communities to \$400 million.

Generally, TIGER VII funding requests must be no less than \$10 million and no more than \$200 million. TIGER VII funds up to 80% of the cost of a project. Applicants must assure a local match of at least 20% of the project cost. No more than 25% of the grant funding (\$125 million) may be awarded in a single state. Pre-applications, which are required and will assist DOT in determining the number of applications to expect, are due May 4, 2015. Final applications are due June 5, 2015. Projects seeking funding must meet all local, State, and federal requirements by June 30, 2017 and funding awarded must be obligated (a.k.a. "shovel ready") by September 30, 2017.

As with the previous round, strong consideration will be given to transportation projects that connect communities to centers of employment, education, and services (including for non-drivers) and that hold promise to stimulate long-term job growth, especially; as well as projects that seek to strengthen opportunities to expand the middle class.

An applicant can submit a maximum of three applications. However, County and City staff have met with DOT representatives in Washington, D.C. respectively to discuss potential projects for TIGER VII submission and were strongly encouraged to identify one project in the community and to submit a single joint application for funding in order to maximize the opportunity for funding. County staff, together with the County lobbying team from Squire Patton Boggs, have also met with other experts on the TIGER funding process who reinforced the importance of submitting one joint application to maximize a community's competitiveness. Accordingly, County and City staff held several meetings to identify a project that could meet the TIGER VII criteria with the intent of submitting one joint County-City application.

*Southside Connectivity Completion Project*

The Southside Connectivity Completion Project would be a joint County and City project. As reflected in Table 1, the project is similar to one of the projects that County and City submitted last year with the construction of a multi-use pedestrian/bicyclist facility on Magnolia Drive from South Adams Street to Apalachee Parkway and construction of sidewalks and traffic calming devices in the South City neighborhood. However, to improve upon last year's application, this year's request would also include stormwater improvements and beautification on Orange Avenue and Meridian Street and construction of a StarMetro "Super Stop" on a County property located on the corner of Orange Avenue and Meridian Street.

**Table 1. Southside Connectivity Completion Project**

<b>Project Elements</b>	<b>Project Costs</b>
Magnolia Drive Multiuse Trail (South Adams Street to Apalachee Parkway)	\$8,000,000
South City Neighborhood Sidewalks	\$7,976,000
Orange-Meridian Stormwater Improvement	\$4,100,000
StarMetro "Super Stop"	\$5,000,000
<b>Total</b>	<b>\$25,076,000</b>

Each element of the proposed project has been identified as a high priority of the County and/or City. On April 1, 2015, the Blueprint 2000 Intergovernmental Agency (IA) added the Magnolia Drive Multiuse Trail Project to Tier One of the Blueprint Program. Additionally, sidewalks along Magnolia Drive have been identified in the Capital Region Transportation Planning Agency's (CRTPA) Safe Routes to School Priority List.

To enhance the connectivity of the Magnolia Drive Multiuse Trail, the City would construct much-needed sidewalks in the South City neighborhood, which is adjacent to Magnolia Drive. The stormwater improvement and Star Metro "Super Stop" projects on Orange Avenue were included as part of the one-cent infrastructure sales tax extension approved by Leon County citizen in November 2014.

As previously mentioned, DOT intends to give strong funding consideration to transportation projects that connect economically distressed areas to centers of employment, education, and services. The sidewalks on Magnolia Drive and in the South City neighborhood along with the StarMetro "Super Stop" would connect a low-income community to areas of economic opportunity with links to mass transit and employment centers throughout Leon County.

The estimated project cost is \$25 million. TIGER VII requires a 20% minimum local match. In order to strengthen the competitiveness of the project, staff is recommending a 50% local match in the amount of \$12.5 million, with a federal request of \$12.5 million. Since most of the elements of the project have been identified as part of the Blueprint 2000 program and/or one-cent infrastructure sales tax extension, it is anticipated that Blueprint 2000 and Blueprint 2020 funds would be utilized for the required local match for the project.

Approximately \$8 million of Blueprint 2000 funding has already been identified for the Magnolia Drive Multiuse Trail Project. The remaining \$4.5 million is associated with the Blueprint 2020 Sales Tax Extension projects and will likely need to be advanced funded in order to leverage \$12.5 million of TIGER funding. This would be consistent with the direction taken by the IA at its April 1, 2015 meeting to consider advance funding of projects to support leveraging opportunities. Should TIGER VII funding be awarded, an item would be brought forward for the IA to consider the appropriation of the required local match.

**Options:**

1. Authorize the submittal of a joint County/City application for the Southside Connectivity Completion Project for U.S. Department of Transportation's National Infrastructure Investments Grant.
2. Do not authorize the submittal of a joint County/City application for the Southside Connectivity Completion Project for U.S. Department of Transportation's National Infrastructure Investments Grant.
3. Board direction.

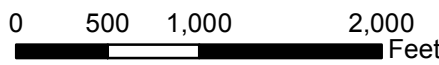
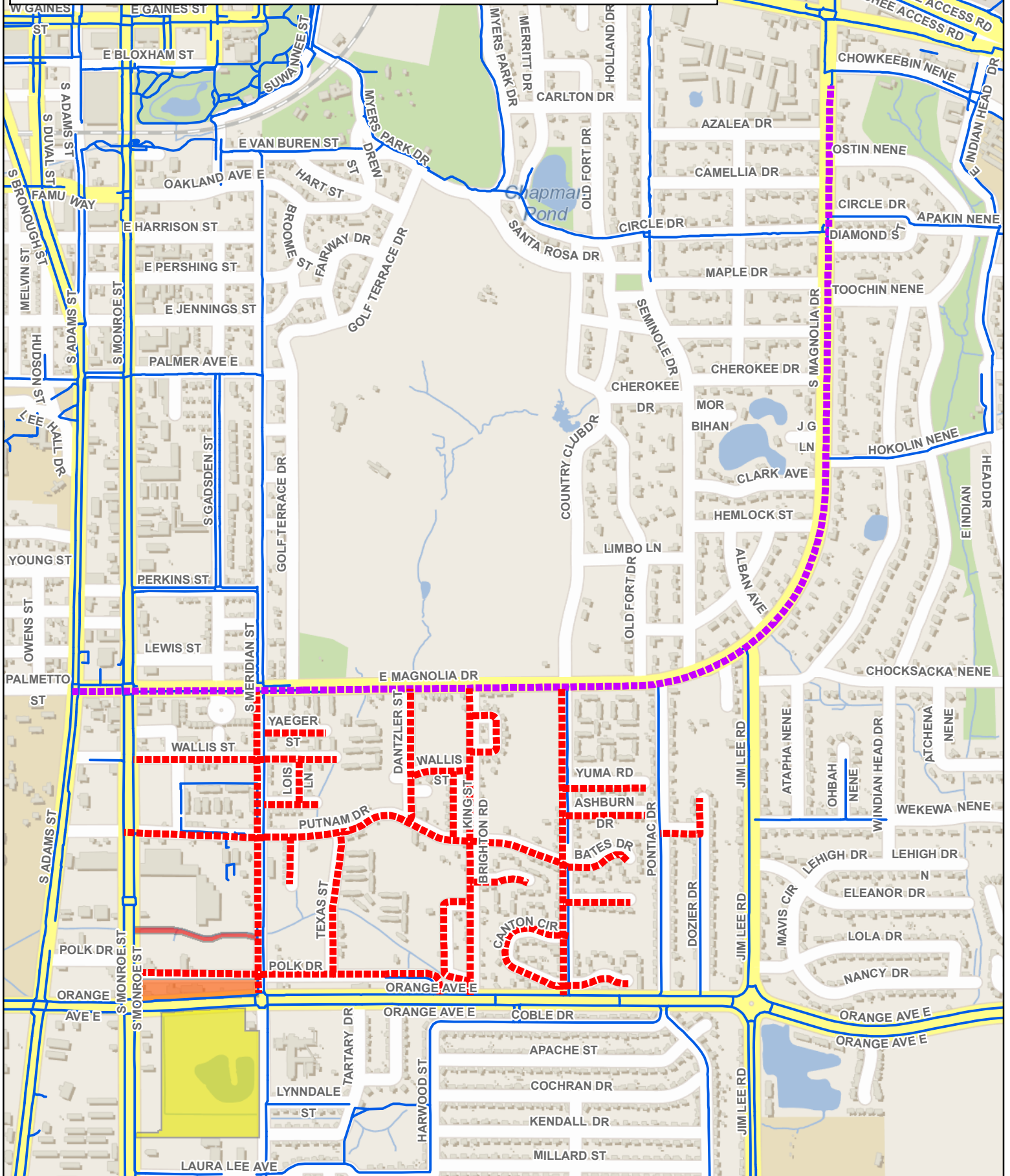
**Recommendation:**

Option #1.

**Attachment:**

1. Preliminary Map of the Proposed Southside Connectivity Completion Project

# Southside Connectivity Completion Project



Map Scale = 1:12,615

- Built Sidewalks
- - - Proposed Sidewalks/ Multi-Use Facility
- - - Magnolia Multi-Use Trail
- - - Proposed Sidewalks
- Proposed Site
- Proposed Star Metro
- Stormwater Beautification
- Stormwater Improvement

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.

Author: Jason Cox - GIS Specialist | Contact: 850.606.6944 Date: 4/17/2015  
Document Path: J:\Projects\Customer Requests\Shingler\TIGER GRANT\TIGER2015\SouthsideConnectivity.mxd