

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA

BOARD REORGANIZATION

REGULAR MEETING

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

**Tuesday, November 17, 2015
3:00 P.M.**

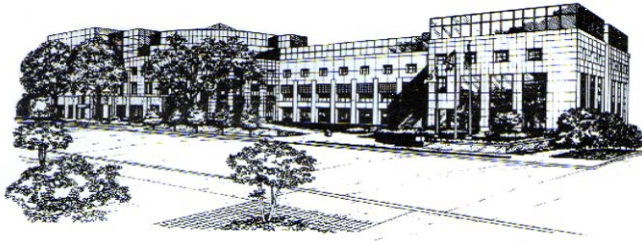
COUNTY COMMISSIONERS

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

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

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

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

Board of County Commissioners
Leon County, Florida
Agenda
Regular Public Meeting
Tuesday, November 17, 2015, 3:00 p.m.

Leon County Board of County Commissioners
Board Reorganization

▪ **Invocation**

The Invocation will be provided by Andy Creel, Chaplain of Big Bend Hospice.

▪ **Pledge of Allegiance**

Chairman Mary Ann Lindley

▪ **Remarks and Presentation**

The Honorable Clerk of the Court Bob Inzer presiding.

- Remarks by Outgoing Chairman
- Presentation to Outgoing Chairman

▪ **Reorganization**

The Honorable Clerk of the Court Bob Inzer presiding.

- Election of Chairman and Vice-Chairman
- Administration of the Oath of Office to the newly-elected Chairman
- Incoming Chairman's Remarks

▪ **Benediction**

The Benediction will be provided by Reverend Don Tolliver, Associate Minister, Bethel Missionary Baptist Church.

▪ **Recess for Reception**

The regular meeting will convene following the reception.

AWARDS AND PRESENTATIONS

None.

CONSENT

1. Approval of Minutes: October 13, 2015 Regular Meeting
(Clerk of the Court/Finance/Board Secretary)
2. Approval of Addition of Leon Works Appropriation Request and Support of Local Authorization of Civil Citation Programs to Leon County's 2016 State Legislative Priorities
(County Administrator/County Administration/Special Projects Coordinator)
3. Adoption of Amended Joint Enabling Resolution for the Tallahassee-Leon County Commission on the Status of Women & Girls
(County Administrator/County Administration)
4. Acceptance of a Conservation Easement from H198, LLC for the Apalachee Point Apartments
(County Administrator/Development Support & Environmental Management/Environmental Services)
5. Acceptance of a Conservation Easement from Demerville, Inc. for the Zaxby's at Bannerman Crossing
(County Administrator/Development Support & Environmental Management/Environmental Services)
6. Approval of Payment of Bills and Vouchers Submitted for November 17, 2015, and Pre-Approval of Payment of Bills and Vouchers for the Period of November 18 through December 7, 2015
(County Administrator/Financial Stewardship/Office of Management & Budget)
7. Approval of FY 2015 Year End Budget Adjustment to Close-out the State Housing Initiative Partnership Grant
(County Administrator/Financial Stewardship/Office of Management & Budget)
8. Approval of Revised Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid and the Florida Department of Agriculture and Consumer Services Arthropod Control Budget Amendment
(County Administrator/Public Works/Operations/Mosquito Control)
9. Approval of Resolution of Intent and Lease Agreement with Wildwood Preservation Society to Operate the Museum and Education Center at Fred George Greenway and Park
(County Administrator/Public Works/Parks & Recreation)
10. Authorization to Review the Sign Code and Propose Amendments in Light of the Recent U.S. Supreme Court Case *Reed v. Town of Gilbert*
(County Attorney)

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

11. Ratification of Board Actions Taken at the October 27, 2015 Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Program
(County Administrator/County Administration/Office of Economic Vitality/MWSBE)
12. Approval of the Funding Request to Support the Red Hills International Horse Trials in the Amount of \$90,000
(County Administrator/County Administration)

SITTING AS THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT

13. Adoption by Leon County Energy Improvement District of a Resolution Supplementing Resolution 2013-01-EID Adopted November 19, 2013, Which Authorized Not to Exceed \$200,000,000 in Revenue Bonds
(County Administrator/County Attorney/Resource Stewardship)

SCHEDULED PUBLIC HEARING

14. First and Only Public Hearing to Adopt a Resolution Approving the Issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the "Pinellas Bonds") Solely for Purposes of Section 147(f) of the Internal Revenue Code; and, Approval of an Interlocal Agreement Regarding the Use of the Pinellas Bonds Series 2015
(County Attorney)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Dove Pond Community Development District – Record of Proceedings of meetings held on September 23, 2014, May 5, 2015, and July 16, 2015

ADJOURN

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

2015

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NOVEMBER

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DECEMBER

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PUBLIC NOTICE
2015 Tentative Schedule

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

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2015	Tuesday 10	6:00 p.m.	Town Hall Meeting Miccosukee Community Center 13887 Moccasin Gap Road
	Wednesday 11	Offices Closed	VETERAN'S DAY OBSERVED
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<u>Tuesday 17</u>	<u>3:00 p.m.</u>	Reorganization of the Board Regular Meeting
			<u>First and Only Public Hearing to Adopt a Resolution Approving the Issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the "Pinellas Bonds") Solely for Purposes of Section 147(f) of the Internal Revenue Code; and, Approval of an Interlocal Agreement Regarding the Use of the Pinellas Bonds Series 2015</u>
	<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.	CRA Meeting; City Commission Chambers
	Thursday 26	Offices Closed	THANKSGIVING DAY
	Friday 27	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
December 2015	Monday 7	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 8	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Public Hearing on Cycle 2015-2 Comprehensive Plan Amendments
			First and Only Public Hearing to Consider Proposed Amendments to the Stormwater Management System Ordinance
	Thursday 10	9:30 – 11:30 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 22	No Meeting	BOARD RECESS
	Friday 25	Offices Closed	CHRISTMAS DAY

PUBLIC NOTICE
2016 Tentative Schedule

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

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

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
January 2016	Friday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 12	No Meeting	BOARD RECESS
	<i>Wednesday 13 – Friday 15</i>	<i>FAC New & Advanced County Commissioner Workshops</i>	<i>Seminar 2 of 3 Gainesville; Alachua County</i>
	Monday 18	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Monday 25	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 26	3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
February 2016			
	Tuesday 2	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers
	<i>Wednesday 3</i>	<i>Legislative Day</i>	<i>FSU Turnbull Center Tallahassee</i>
	Tuesday 9	3:00 p.m.	Regular Meeting
	Tuesday 16	3:00 p.m.	Regular Meeting
	<i>Saturday 20 – Wednesday 24</i>	<i>NACo Legislative Conference</i>	<i>Washington, D.C.</i>
	Thursday 25	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 29	3:00 – 5:00 p.m.	Intergovernmental Meeting City Commission Chambers
March 2016			
	Tuesday 8	1:30 p.m.	Joint City/County Workshop on Cycle 2016 Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting
	Monday 21	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 22	7:30 a.m.	Community Legislative Dialogue Meeting County Commission Chambers
		No Meeting	NO MEETING
	Thursday 24	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
April 2016	<i>Thursday 7 – Friday 8</i>	<i>FAC Advanced County Commissioner Workshop</i>	<i>Seminar 3 of 3: Gainesville; Alachua County</i>
	Tuesday 12	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2016 -1 Comprehensive Plan Amendments
	Monday 18	9:00 a.m. – 1:00 p.m.	Capital Region Transportation Planning Agency Workshop; City Commission Chambers
	Tuesday 26	3:00 p.m.	Regular Meeting
	Thursday 28	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
May 2016	Tuesday 10	3:00 p.m.	Regular Meeting
	Monday 16	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 24	3:00 p.m.	Regular Meeting
		6:00 p.m.	Joint City/County Adoption Hearing on Cycle 2016-1 Comprehensive Plan Amendments
	Thursday 26	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 30	Offices Closed	MEMORIAL DAY
June 2016	Tuesday 14	3:00 p.m.	Regular Meeting
	Monday 20	1:00 p.m.	CRTPA Meeting; City Commission Chambers
		3:00 – 5:00 p.m.	Intergovernmental Meeting City Commission Chambers
	Thursday 23	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	Tuesday 28	No Meeting	NO MEETING
	<i>Tuesday 28 - Friday, July 1</i>	<i>FAC Annual Conference & Educational Exposition</i>	<i>Orange County Orlando</i>
July 2016	Monday 4	Offices Closed	JULY 4TH HOLIDAY OBSERVED
	Tuesday 12	3:00 p.m.	Regular Meeting
	Thursday 14	9:30 – 11:00 a.m.	CRA Meeting; City Commission Chambers
	<i>Friday 22 - Tuesday 26</i>	<i>NACo Annual Conference</i>	<i>Los Angeles County Long Beach, California</i>
	Tuesday 26	No Meeting	BOARD RECESS
	<i>Wednesday 27 – Saturday 30</i>	<i>National Urban League Annual Conference</i>	<i>TBD</i>

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
August 2016	Tuesday 9	No Meeting	BOARD RECESS
	<i>Friday 19 - Sunday 21</i>	<i>Chamber of Commerce Annual Conference</i>	<i>Amelia Island/Fernandina Beach</i>
	Tuesday 23	No Meeting	BOARD RECESS
September 2016			
	Thursday 1	9:30 – 11:00 a.m.	Community Redevelopment Agency Special Meeting; City Commission Chambers
	Monday 5	Offices Closed	LABOR DAY HOLIDAY
	Monday 12	5:00 – 8:00 p.m.	Intergovernmental Meeting/Public Hearing City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting
		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 2017*
	<i>Wednesday 14- Friday 16</i>	<i>FAC Policy Committee Conference and County Commissioner Workshops</i>	<i>Hutchinson Island Martin County</i>
	Monday 19	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 20	3:00 p.m.	Regular Meeting
		6:00 p.m.	Second Public Hearing on Adoption of Millage Rates and Budgets for FY 2017*
	<i>Wednesday 21 Saturday 24</i>	<i>Congressional Black Caucus Annual Legislative Conference</i>	<i>Washington, D.C.</i>
	<i>Sunday 25 Wednesday 28</i>	<i>ICMA Annual Conference</i>	<i>Jackson County Kansas City, Missouri</i>
	Thursday 29	4:00 p.m. 6:00 p.m.	Community Redevelopment Agency Meeting Community Redevelopment Agency Public Hearing City Commission Chambers
* These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings.			
October 2016			
	<i>TBD</i>	<i>FAC Advanced County Commissioner Program</i>	<i>Part 1 of 3 Gainesville; Alachua County</i>
	Monday 17	9:00 a.m. - 1:00 p.m.	Capital Region Transportation Planning Agency Retreat; TBD
	Tuesday 18	3:00 p.m.	Regular Meeting
	Tuesday 25	3:00 p.m.	Regular Meeting
	Thursday 27	9:30 – 11:00 a.m.	Community Redevelopment Agency Meeting City Commission Chambers

<u>Month</u>	<u>Day</u>	<u>Time</u>	<u>Meeting Type</u>
November 2016	Friday 11	Offices Closed	VETERANS DAY
	Monday 14	1:00 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 21	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Tuesday 22	3:00 p.m.	Installation of Newly-Elected Commissioners Reorganization of the Board Regular Meeting
	Thursday 24	Offices Closed	THANKSGIVING DAY
	Friday 25	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	<i>Monday 30 – Wednesday, Dec. 2</i>	<i>FAC Legislative Conference</i>	<i>Buena Vista Orange County</i>
December 2016	Thursday 8	9:30 – 11:00 a.m.	Community Redevelopment Agency City Commission Chambers
	Monday 12	9:00 a.m. – 4:00 p.m.	Board Retreat
	Tuesday 13	3:00 p.m.	Regular Meeting
	Monday 26	Offices Closed	CHRISTMAS DAY OBSERVED
	Tuesday 27	No Meeting	BOARD RECESS
January 2017	Monday 2	Offices Closed	NEW YEAR'S DAY OBSERVED
	Tuesday 10	No Meeting	Board Recess
	Tuesday 24	3:00 p.m.	Regular Meeting

Citizen Committees, Boards, and Authorities 2015 Expirations and Vacancies

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.

Board of Adjustment and Appeals

Board of County Commissioners (2 appointments)

A person who would serve as City/County rotating member

A person who would serve as a BOAA alternate member

Canopy Roads Citizens Committee

Board of County Commissioners (2 appointments)

Development Support & Environmental Management Citizen's User Group

Board of County Commissioners (1 appointment)

A member who represents a business association or organization

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

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

Science Advisory Committee

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

EXPIRATIONS

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)

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 (3 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)

**Leon County
Board of County Commissioners**

Notes for Agenda Item #1

Leon County Board of County Commissioners

Cover Sheet for Agenda #1

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of Minutes: October 13, 2015

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

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve the minutes of the October 13, 2015 Regular Meeting.

Attachment:

1. October 13, 2015 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
October 13, 2015**

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

INVOCATION

The Invocation was provided by Commissioner Nick Maddox, who then led the Pledge of Allegiance.

AWARDS and PRESENTATIONS

- Chairman Lindley introduced City Commissioner Gill Ziffer.
 - Commissioner Ziffer discussed the Community Schools initiative. He shared that Community Schools offer a safe, healthy and supportive environment for children and their families and provide less fortunate children an equal footing. He indicated that a lot of the services already exist in the community; the biggest expense would be the facility. He mentioned that the greatest need lies within the Southside and Frenchtown communities; thus, he offered that Leonard Wesson School might be an appropriate site. Commissioner Ziffer remarked that a number of organizations in the community (FAMU, School District, TCC, Children's Home Society, Bond, Neighborhood Health, TPD, etc.) are committed to the cause and asked the Board to "have an open ear" and continue to allow Commissioner Maddox to represent the County in this endeavor.
 - Commissioner Maddox stated that he was willing to continue to work on the project and reiterated that no resources are being sought at this time.
 - *Without objection, Commissioner Maddox was designated to act as the Board's designee to continue to work on the initiative.*
- Chairman Mary Ann Lindley presented a Proclamation designating October 2015 as Manufacturing Month. Economic Development Council (EDC) representatives Katrina Alexander and Sara Saxner appeared and accepted the Proclamation.
- Chairman Mary Ann Lindley presented a Proclamation designating October 2015 as Florida Native Plant Month. Representatives from the Magnolia Chapter of the Florida Native Plant Society were on hand to accept the Proclamation. Commissioners were provided a sampling of a Florida native plant.
- Chairman Mary Ann Lindley presented a Proclamation recognizing the 50th Anniversary of Young Marines of the Big Bend. Commander Jim Burke, along with members of the Big Bend Young Marines appeared and accepted the Proclamation.
- Claudia Blackburn, Director, Leon County Health Department, presented information on Influenza (flu). She shared that while influenza isn't widespread in Florida and Leon County, individuals are encouraged to get the flu vaccine. Flu symptoms include headache, fever, severe cough, body aches and can last 5-7 days. Germs can be transmitted primarily through coughing, sneezing, talking and touching contaminated surfaces and those affected should not return to work/school until they are fever free for 24 hours (without medication). Ms. Blackburn shared that flu vaccinations are provided at the Leon County Health Department and a walk-in flu clinic would be held on Friday, October 16th from 8 a.m. to noon at 1515 Old Bainbridge Road.
 - The Board expressed appreciation to Ms. Blackburn for the update.

- Lee Wagner, Executive Director of the Boys & Girls Club of the Big Bend, provided an Update on achievements of the Boys & Girls Club.
 - Mr. Wagner thanked the Board for its support. He acknowledged while there have been challenges, he believed the Club is moving in the right direction. He was most pleased that the Club had at the end of FY 14/15 a surplus of \$68,000 (FY 13/14 concluded with a deficit of \$117,000). He noted that there were three clubs in Leon County which served 391 kids annually and while he was disappointed in this number, relayed that there is a limitation on their ability to serve. He indicated that the focus going forward would be to find a way to impact a greater number of kids.
 - Commissioner Dozier conveyed how pleased and excited she was with the progress made in the last 14 months.
 - Commissioner Proctor thanked Mr. Wagner for the presentation. He expressed angst that the number served in Gadsden County was equivalent to those served in Leon County, even though Leon County has approximately eight times the population. He offered his support to the Club as the community needs a Boys and Girls Club.
 - Commissioner Maddox thanked the Boys and Girls Club's team for all their hard work and added that he too is committed to helping increase the numbers.

1. Presentation and Acceptance of Tallahassee/Leon County Commission on the Status of Women and Girls' Annual Report and Approval of Joint City/County Agreement with the Oasis Center for Women & Girls for Administrative Support of the Tallahassee-Leon County Commission on the Status of Women and Girls

Jessica Lowe-Minor, Chairman, Tallahassee/Leon County Commission on the Status of Women and Girls (CSWG), presented the FY14/15 Annual Report. She relayed that the primary work of the CSWG this past year focused on research, community awareness and creating policy recommendation about two topics: 1) Building bridges to economic security for women and girls locally and 2) Our community's response to sexual violence against women and girls.

Ms. Lowe-Minor presented and elaborated on six recommendations for action related to the following:

- "Building Economic Security for Women and Girls:"
 - Increase focus on employment opportunities for women, including entrepreneurship and resources for women seeking job skill development.
 - Enlarge public transportation service options to meet the needs of women and other low-income individuals to a greater degree.
 - Add funding through the Community Human Service Partnership to expand services to women, children, and other individuals who are economically insecure.
- "Community's Response to Sexual Violence"
 - Keeping victim needs and confidentiality in mind, the community should examine the feasibility of, and implement if possible, a shared data system to track locally occurring incidents of sexual violence.
 - Local law enforcement agencies should increase their capacities to conduct in-depth investigations of sexual violence reports by increasing the number of investigators on staff with specific training in both 1) responding to the unique needs of sexual violence victims, and 2) conducting thorough and consistent investigations.
 - The local community should work to implement a community-wide awareness program focusing on bystander intervention.

Ms. Lowe-Minor also discussed the major initiatives undertaken by the CSWG this year.

Commissioner Maddox commented on the content of the report and the accomplishments and growth of the organization.

Commissioner Dozier recognized and appreciated the CSWG's efforts on data collection. She referenced the County's Domestic Violence Policy and asked that the CSWG, in coordination with other partners, suggest one initiative the County could consider.

Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Options 1 & 2: 1) Accept the 2014-15 Tallahassee-Leon County Commission on the Status of Women and Girls Annual Report, and 2) Approve the Agreement for Staffing of the Tallahassee-Leon County Commission on the Status of Women and Girls with the City of Tallahassee and The Oasis Center for Women & Girls for administrative support. The motion carried 7-0.

CONSENT

Commissioner Desloge moved, duly seconded by Commissioner Maddox, to approve the Consent Agenda as presented. The motion carried 7-0.

2. Approval of Agreement Between Leon County and Court Administration for Veterans Court

The Board approved Option 1: Approve the Agreement with the Second Judicial Circuit for the provision of personnel costs associated with the Leon County Veterans Court, and authorize the County Administrator to execute.

3. Approval of the Minutes of the September 15, 2015 Regular Meeting

The Board approved Option 1: Approve the minutes of the September 15, 2015 Regular Meeting.

4. Approval of Staff Report on a Special Recognition Process for Academics and Athletic Achievements at Local Schools

The Board approved Option 1: Accept staff's report on a special recognition process for academics and athletic achievements of local students and schools and continue to utilize the current proclamation process and procedure.

5. Approval of a Release, Quitclaim and Termination of Conservation Easement from Blair Bailey of KMAP, Inc.

The Board approved Option 1: Approve the Release, Quitclaim and Termination of Conservation Easement from Blair Bailey of KMAP, Inc. allowing the abandonment of Conservation Easements #1 and #2 within the previously approved Mariana Oaks Subdivision (Phase 1).

6. Acceptance of a Conservation Easement from Steven and Anne Menard for the Menard Additional Dwelling Unit Project

The Board approved Option 1: Approve and accept for recording a Conservation Easement from Steven and Anne Menard for the Menard Additional Dwelling Unit Project.

7. Acceptance of Conservation Easements from Bannerman Crossings V, LLC and Bannerman Forest, LLC for the Bannerman Road Widening Project

The Board approved Option 1: Approve and accept of recording a Conservation Easement from Bannerman Crossing V, LLC and a Conservation Easement from Bannerman Forest, LLC for the Bannerman Road Widening Project.

8. Approval of Payment of Bills and Vouchers Submitted for October 13, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of October 14 through October 26, 2015

The Board approved Option 1: Approve the payment of bills and vouchers submitted for October 13, 2015 and pre-approve the payment of bills and vouchers for the period of October 14 through October 26, 2015.

9. Authorization to Carry Forward FY 2015 Appropriations

The Board approved Option 1: Authorize the carry forward of FY 2015 appropriations to the FY 2016 budget, and approve the associated resolution and budget amendment.

10. Approval of Pilot Program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club to Provide a Winter Soccer Program, and Authorization to Terminate the Existing Agreement with Top of Florida Soccer Club

Approve the pilot program and License Agreement with Tallahassee Tottenham Hotspur Futbol Club (TTHFC) to provide a winter soccer program, and authorize the County Administrator to execute; and, authorize the termination of the existing Agreement with Top of Florida Soccer Club.

11. Acceptance of Status Report on the New User-Friendly Comprehensive Plan

The Board approved Option 1: Accept the status report on the new user-friendly Comprehensive Plan.

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-minute limit per speaker; there will not be any discussion by the Commission)

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

GENERAL BUSINESS

12. Approval of the FY 2015/16 Community Human Service Partnership Funding for Social Service Agencies in the Amount of \$825,000

County Administrator Long introduced the item. He stated that the funding has been budgeted and reminded the Board that the \$825,000 does not include the additional \$175,000 approved by the Board and an agenda item would be brought back to the Board with recommendation at the conclusion of the \$175,000 mini-grant process. He added that the CHSP process would be discussed at the Board's December Retreat.

Speaker:

- Ellen Piekalkiewicz, thanked CHSP volunteers who had over \$6.4 million in requests and only \$4.1 to award. She appreciated the Board investing more funds into the CHSP program for the upcoming year.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Approve the FY 2015/2016 Community Human Service Partnership funding for social service agencies in the amount of \$825,000, and 2) Authorize the County Administrator to execute the agreements with the funded agencies, and to modify the Agreements with the funded agencies, as necessary, in a form approved by the County Attorney. The motion carried 7-0.

13. Approval of Agreement Awarding Bid to RAM Construction & Development, LLC in the Amount of \$653,000 Plus Bid Alternate #1 for Construction of the Jackson View Boat Landing

County Administrator Long introduced the item. He stated that the item reflects the lowest responsive bidder.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Approve the Agreement awarding bid to RAM Construction & Development, LLC in the amount of \$653,000 plus alternate #1 for construction of the Jackson View Boat Landing, and authorize the County Administrator to execute. The motion carried 7-0.

14. Consideration of the Purchase of Real Property located at 3491 Lakeshore Drive for Fords Arm Restoration Project

County Administrator Long introduced the item. He relayed that the purchase price is \$346,500, which is budgeted, and is associated with the Fords Arm Restoration Project.

Commissioner Dailey thanked staff for its diligent work on this project.

Commissioner Dailey moved, duly seconded by Commissioner Desloge, approval of Options 1 & 2: 1) Waive the public hearing requirement in Policy No. 03-01, "Approval Authority for the Acquisition, Disposition, and Leasing of Real Property", and approve the proposed purchase price in the amount of \$346,500, and 2) Authorize the County Administrator to execute any and all documents necessary to complete the acquisition, in a form approved by the County Attorney.

Commissioner Proctor noted that an appraisal was not included in the agenda material and asked how the County arrived at an objective purchase price. County Administrator Long responded that an appraisal was done; however, acknowledged that while it was not included as part of the agenda packet, was referenced in the agenda item. Commissioner Proctor remarked that typically an appraisal was included as part of the supporting documentation.

Commissioner Dailey agreed with Commissioner Proctor that a copy of the appraisals should have been included in the agenda packet; however, maintained that policy was followed and the price is reflective of the appraised value.

The motion carried 7-0.

15. Acceptance of Status Update on Inclusionary Housing Efforts

County Administrator Long introduced the item. He recalled that the item was requested by Commissioner Maddox and provides an update on the County's inclusionary housing policies, comprehensive plan requirements and provides an update on the County's HFA's efforts to make financing available for affordable housing. He indicated that staff was available to answer any questions the Board may have.

Speaker:

- Ellen Piekalkiewicz shared that she is a representative on the City's Affordable Housing Committee, and urged greater collaboration between the City, County and the private sector on this issue. She added that 43% of households in Leon County pay more than 30% of their income in mortgage or rent.

Commissioner Maddox thanked staff for a great report. He indicated that he was most interested in low income housing and has had discussions with the Knight Foundation on the possibility of collaborating on this issue. He requested approval to ask staff to work with the Knight Foundation on grant funding options, specifically to look at best practices in communities such as Tampa, Atlanta and New Orleans. He also acknowledged and appreciated the efforts of the Housing Finance Authority of Leon County (HFA) and the proactive measures they have taken to address this problem. He stated that he looks forward to working with them as well.

Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1, as amended: Accept the status update, and direct planning staff to work with County and City housing staff, affordable housing advisory committees, and the private sector to provide inclusionary housing policy recommendations as part of the Future Land Use element update and direct staff to work with the Knight Foundation on funding opportunities to look specifically at best practices in communities such as Tampa, Atlanta and New Orleans.

Commissioner Dozier mentioned that she too appreciates the recent activities of the HFA and that a more proactive Board has had a positive effect. She mentioned that this issue has been discussed at the CRA meetings as well. Commissioner Dozier was pleased that staff's recommendation included collaboration with not only the City, but also the private sector. She noted the agenda item referenced a 2013 Affordable Housing Market Study and mentioned that the comprehensive plan section referenced in the item references numbers from 2009. She asked if new data would be needed or were the 2013 numbers appropriate for staff's update. She remarked that only 10 units have resulted from the City's inclusionary housing ordinance; hence, something else needs to be done. She stated that she did not support minimum requirements for new developments and suggested that more could be achieved with smaller developments and/or conversion of student housing into inclusionary or affordable housing. Commissioner Dozier brought forward the idea of a community coordinator; someone who could walk smaller developers through the process.

Commissioner Desloge discussed the successful projects in which the CRA was involved and suggested a collaborated effort between the County, City, CRA and Knight Foundation to look at some of the blighted areas in the community that could be renovated or retrofit into more modern sites.

Commissioner Proctor expressed disappointment in the results of the City's inclusionary housing ordinance as it had only realized 10 units in 10 years. He asserted that attempts to entice the private sector to make affordable housing available in upscale communities have failed and it did not appear there were any real penalties for the void. Commissioner Proctor commented that while the HFA program has done some good things, it has not dealt with the demand for inclusionary housing. He added that the HFA cannot do it alone and that local private lenders have not done their part to help alleviate this problem. Commissioner Proctor also brought up a Planning Department document produced in 2002/2003 which discussed the potential for a wealth divide between the Northeast and the remainder of the County and also included categories of housing elements. He asked County Administrator Long for a copy of that report.

Commissioner Dailey clarified with County Administrator Long that the City's ordinance requires developments of 50 or more units to include inclusionary housing, but there is also a "payment in lieu of" to avoid the mandatory requirement. He also established that the issue is not new affordable housing developments, but rather portions of a new development where the average medium income of a particular household is larger than the County medium income countywide. He discussed the role of the City vs. the County in the inclusionary housing issue and stressed that the County should, if considering an inclusionary housing comp plan

amendment, encourage developments with good strong neighborhoods and proper infrastructure. He stated that he would support the motion on the floor and reiterated that every effort should be made for more affordable housing in the community.

Commissioner Maddox emphasized that his focus at this time is not inclusionary housing, but low income housing. He mentioned that he is interested in learning what recommendations staff may bring back.

Commissioner Dozier suggested that there are a number of ways to address this issue that didn't just include inclusionary housing and hoped that what is brought back is broader in scope than just inclusionary. She asked that the motion include the CRA, along with the City and other partners in this discussion.

Chairman Lindley stated that every board that she has been working with has been discussing housing issues and believed that the timing was right to make real progress and changes.

The amended motion: Option 1: Accept the status update, and direct planning staff to work with County and City housing staff, affordable housing advisory committees, the Community Redevelopment Agency (CRA), and the private sector to provide inclusionary housing policy recommendations as part of the Future Land Use element update. Additionally, direct staff to work with the Knight Foundation on funding opportunities to look specifically at best practices in communities such as Tampa, Atlanta and New Orleans. The motion carried 7-0.

16. Consideration of Full Board Appointments to the Canopy Road Citizens Committee and Tourist Development Council

County Administrator Long introduced the item.

Commissioner Dozier moved, duly seconded by Commissioner Desloge, the appointment of Matt Thompson to the Tourist Development Council for a term of four years. The motion carried 7-0.

Commissioner Dozier suggested that the Board hold off on its appointment to the Canopy Roads Citizens Committee (CRCC) as this might be an opportunity to ask staff to evaluate the goals of the Committee and determine if there are other options to be recommended. She recalled that the Committee was formed at a time when there were a number of conflicts related to canopy roads and the removal of trees; however, Growth Management is now more involved in this area. She suggested an analysis of changes that may have occurred in Growth Management that did not exist when the Committee was first convened be provided.

Commissioner Dozier moved, duly seconded by Commissioner Dailey, to table the appointments to the Canopy Road Citizens Committee and direct staff to evaluate the overall necessity and role of the Canopy Roads Citizens Committee,

Chairman Lindley stated that, as the Board's representative to the CRCC, the Committee largely deals with requests to make changes that would affect a canopy road and sometimes regarding the trees on canopy roads. She did agreed that this was a great opportunity to take a look at how the CRCC functions and its purpose. She shared that even the CRCC members question their relevance and an evaluation is probably overdue.

Commissioner Proctor suggested that maybe the Committee should be sunset. He discussed his concerns about unhealthy trees along some of the canopy roads and questioned if this was a function of the Committee or the County. He ascertained from County Administrator Long that the Public Works Department provides that function on an ongoing basis.

Chairman Lindley added that the CRCC deals with requests which deal with canopy roads and that while they sometimes look at the health of trees; it is not their "first order of business". She appreciates the motion which she offered would allow a thorough look at what CRCC duties, efficiencies or deficiencies, and ways to make it a better committee.

The motion carried 7-0.

Chairman Lindley announced that the Board had completed its General Business Agenda and would now move to Commissioner Discussion Items portion of the agenda.

PUBLIC HEARINGS

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

17. First and Only Public Hearing to Consider the Adoption of a Proposed Ordinance Amending Chapter 11, Article XIII of the Leon County Code of Laws Entitled "Towing Services"

County Attorney Thiele announced the public hearing. He advised that the agenda item provides for technical changes to the current towing ordinance and incorporates changes the Florida Department of Law Enforcement deem necessary for the County to continue to do background checks of wrecker owners or operations through the Sheriff's Office.

Chairman Lindley confirmed there were no speakers on the item.

Commissioner Desloge moved, duly seconded by Commissioner Dozier, approval of Option 1: Conduct the first and only public hearing and adopt the proposed ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws entitled "Towing Services". The motion carried 6-0 (Commissioner Maddox out of Chambers).

18. First and Only Quasi-Judicial Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the General Commercial (C-2) Zoning District to the Commercial Parkway (CP) Zoning District

County Administrator Long announced the public hearing. He stated that the amendment is based upon the findings and conclusions of the Planning Commission.

Chairman Lindley confirmed there were no speakers on the item.

Commissioner Desloge moved, duly seconded by Commissioner Sauls, approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance, amending the Official Zoning Map to change the zoning classification from the General Commercial (C-2) zoning district to the Commercial Parkway (CP) zoning district, based on the findings and conclusions of the Planning Commission, the information contained within this report and any evidence submitted at the Hearing hereon. The motion carried 6-0 (Commissioner Maddox out of Chambers).

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

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

COMMENTS/DISCUSSION ITEMS

County Attorney Thiele:

- No items.

County Administrator Long:

- Offered the following announcements/reminders:
 - The FAMU Way & Capital Cascades Trail Grand Opening would be held Thursday, October 15th at 10:00 a.m.
 - The Home Expo at the Amtrak Railroad Station would be held Saturday, October 17th at 9:00 a.m.
 - He invited Cristina Paredes, Office of Economic Vitality Director, to make presentation and provide a video on the LeonWorks Expo scheduled for October 23rd at Lively Technical Center. Ms. Paredes announced that the event would be divided into two sessions. The morning session would allow high school juniors and seniors an opportunity to explore the world of skilled career training and employment and the afternoon session would be open to job seekers looking for new opportunities or hoping to make a career change.
 - Ms. Paredes announced that the video has received over 20,000 views since being posted on line.
 - Chairman Lindley mentioned that this event was first brought forward at last year's Board Retreat and commended staff for their effort to make the expo happen. She also shared that Senator Bill Montford has expressed an interest and there may be an interest by some legislative leaders to use the event as a pilot or model for other communities throughout the state.
 - County Administrator Long thanked Chairman Lindley for her leadership on this initiative and stated that he is looking forward to bringing back recommendations about how this could be sustained moving forward.

COMMISSIONER DISCUSSION ITEMS

Commissioner Sauls:

- No items.

Commissioner Desloge:

- *Commissioner Desloge moved, duly seconded by Commissioner Maddox, to have staff assistance in holding a Miccosukee Town Hall meeting to be held in either the end of 2015 or first of 2016. The motion carried 7-0.*
- Invited Commissioners to visit the National Association of Counties (NACo) web site and view information on the "NACo County Explore". The page provides volumes of data and a comparison of counties throughout the country. He mentioned that it is a nice tool to have when making public appearances or speeches.
- Congratulated County Attorney Thiele on his recent induction as President of the International Municipal Lawyers Association.

Commissioner Maddox:

- Shared that the Pink Lemonade event was great and gave a shout out to staff and to his aide, Cathy Jones, for baking 300 cupcakes.

Commissioner Dozier:

- Gave kudos to Chairman Lindley and Christina Paredes for their promotion of the LeonWorks Expo.
- Commented that the recent Tourism Rollout was another great event. She added that the tourism numbers for the year were fantastic and commended Lee Daniel, Tourism Development Director, and his staff for a job well done.

Commissioner Dailey:

- Noted that there was a lot going on throughout the County and specifically paid compliment to Lee Davis, Parks & Recreation, David McDevitt, Development Services and Environmental Services and Public Works staff for their work on the Lake Jackson boat landing project and Kathy Burke and Theresa Heiker, Public Works, for their efforts to help resolve Lakeshore Drive flooding issues.
- Wished his son and Commissioner Dozier a “Happy Birthday”.

Vice-Chairman Proctor:

- Wished his mother a “Happy Birthday”.
- Noted the retirement of Sheriff Deputy Nathaniel Maxwell, who retired after 25 years of service.
- Congratulated FSU President Thrasher on the success of his first year as FSU President.
- Mentioned that he attended the County sponsored Wellness Fair and complimented staff on an outstanding event.
- Attended the WMBE week luncheon where he learned of the retirement of City Purchasing Director, Ben Harris.
- In regards to the Home Mortgage Disclosure Act, he requested he be provided information on the lending and banking performance of local banking institutions.
- Reiterated his support for a new south side high school and conveyed his angst over recent discussions regarding the possibility of a new charter school on the south side. He asked for the Board to recognize the economic impact a new high school would have on the community. He proclaimed that he did not want a school that would undermine the strength of the public schools and asked for the Board’s support of the school district’s efforts to move forward with the new high school.
 - Chairman Lindley conveyed that any commissioner is free to get involved, but did not see involvement in a formal way as a role of the County Commission.

Chairman Lindley:

- Stated that the Long Table event she recently attended was great and thanked staff for their hard work.
 - In response to Commissioner Desloge’s inquiry if other similar events were planned, Chairman Lindley shared that the intent going forward is for organizations such as churches and clubs to host future events.
 - Commissioner Maddox also suggested the events be held in different locations and asked that some additional methods of registration (in addition to computer sign up) be considered.
- Brought forward a City request for \$3,000 in support of the City of Tallahassee’s “2015 Tallahassee Forward Summit – Building Connections through Conversation” (formerly the Mayor’s Race Relations Summit).
 - Chairman Lindley confirmed that the County had provided financial support in the past and would be part of a panel discussing the economy, economic empowerment, etc.
 - Commissioner Dozier stated that she could support for this year, but going forward would like more information.
 - *Commissioner Maddox moved, duly seconded by Commissioner Dozier, to approve the City’s \$3,000 request for the Tallahassee Forward Summit and to request the City provide information on the outcome of the event along with future funding requests.*

- Commissioner Proctor ascertained from County Administrator Long that the County had not been involved in the structuring of the agenda, but was invited to be part of panels already established.
- **Commissioner Maddox rescinded his motion.**
- No further action was taken on this issue by the Board.

Chairman Lindley announced that the Board would recess for its dinner break and reconvene at 6:00 to conduct the scheduled public hearings.

Receipt and File:

- Capital Region Community Development District Fiscal Year 2016 Meeting Dates
- Dove Pond Community Development District 2016 Annual Meeting Schedule
- Northwest Florida Water Management District FY 2015-2016 Tentative Budget

Adjourn:

There being no further action to come before the Board, Chairman Lindley adjourned the meeting at 6:02 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer, Clerk of the Court
and Comptroller

**Leon County
Board of County Commissioners**


Notes for Agenda Item #2

Leon County Board of County Commissioners

Cover Sheet for Agenda #2

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Adding a Leon Works Appropriation Request and Support for Legislation Authorizing Local Civil Citation Programs for Adults to Leon County's 2016 State Legislative Priorities

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator Andy Johnson, Special Projects Coordinator

Fiscal Impact:

This item does not have a fiscal impact. However, it recommends a request for a state funding appropriation for Leon Works in the amount of \$100,000.

Staff Recommendations:

- Option #1: Approve adding the Leon Works appropriation request to the Leon County's 2016 State Legislative Priorities.
- Option #2: Approve adding the support for legislation authorizing local civil citation programs for adults to the Leon County's 2016 State Legislative Priorities.

Report and Discussion

Background:

Each year, the Board conducts a workshop with staff on the County's state and federal legislative priorities. On September 15, 2015, the Board held a workshop to discuss the legislative priorities for the 2016 state and federal sessions. The actions taken at the workshop were subsequently approved by the Board at its September 29, 2015 meeting.

On October 23, 2015, the Leon Works Expo was held to promote skilled career and training opportunities, specifically to high school students in the community. Since the adoption of the Board's 2016 legislative priorities, Senator Bill Montford has encouraged the County to submit an appropriations request for potential state funding for a similar event next year. Appropriation request forms are due to Senator Montford's office on November 30, 2015.

Additionally, at the October 27, 2015 meeting, the Board directed staff to prepare an agenda item on including support for legislation authorizing local civil citation programs among the County's legislative priorities.

Analysis:

2016 State Legislative Appropriation Request - Leon Works

The Leon Works Expo was held on October 23, 2015 to promote skilled career and training opportunities, specifically to high school students in the community. More than 300 high school students attended the event during the morning session and approximately 200 Leon County residents attended during the afternoon session, which was open to the public. More than 80 area business and academic exhibitors participated in the Expo. Staff is currently coordinating with community partners regarding the next steps for Leon Works. Senator Bill Montford has encouraged the County to submit an appropriations request for state funding for a future event. The appropriation request form is due to Senator Montford's office on November 30, 2015.

As result, staff recommends that the Board approve a Leon Works appropriation request in the amount of \$100,000 for the FY16/17 state budget. This initial requested amount provides the latitude to seek additional initiatives that promote skilled career opportunities as well as education required to obtain these positions, which may include a state partnership in hosting the Expo. As part of the annual retreat, staff is preparing an item regarding economic development, which will include recommendations on possible next steps for Leon Works. The amount of the legislative appropriation request may be adjusted following Board action at the Retreat.

2016 State Legislative Policy Request – Statewide Civil Citation Program

With regard to civil citations, s. 985.12, Florida Statutes currently authorizes local juvenile civil citation programs for first-time misdemeanor offenses. Currently, Florida law neither authorizes nor prohibits civil citation programs for adults. In 2012, Leon County implemented an adult civil citation program in partnership with DISC Village, which serves as the designated community-based agency to provide services to pre-arrest civil citation and diversion adults.

The adult civil citation program seeks to promote the use of additional cost effective alternatives to the formal criminal justice process, reducing recidivism rates through intensive intervention strategies. Only adults who are first-time nonviolent drug and alcohol-related offenders are eligible to participate in the program.

In the Senate, SB 618 has been filed for the 2016 legislative session to encourage local communities to implement pre-arrest diversion programs such as adult civil citations. Staff recommends that the Board include support for legislation authorizing local civil citation programs among the Leon County's 2016 State Legislative Priorities to ensure that local jurisdictions are not preempted from implementing programs that reduce jail population.

Options:

1. Approve adding the Leon Works appropriation request to the Leon County's 2016 State Legislative Priorities.
2. Approve adding the support for legislation authorizing local civil citation programs for adults to the Leon County's 2016 State Legislative Priorities.
3. Do not approve adding the Leon Works appropriation request to the Leon County's 2016 State Legislative Priorities.
4. Do not approve adding the support for legislation authorizing local civil citation programs for adults to the Leon County's 2016 State Legislative Priorities.
5. Board direction.

Recommendation:

Options #1 and #2.

Attachments:

1. 2016 State Legislative Appropriation Request – Leon Works
2. 2016 State Legislative Policy Request – Statewide Civil Citation Program



Leon County Board of County Commissioners

2016 Legislative Priorities Information Form

CONTACT INFORMATION

Department:	County Administration	Division:	Volunteer Services
Contact Person:	Shington Lamy	Title:	Assistant to the County Administrator
Email:	LamyS@LeonCountyFL.gov	Phone:	850-606-5300

APPROPRIATION REQUEST

<input type="checkbox"/> Federal	<input checked="" type="checkbox"/> State	
Project Title:	Leon Works – Career Expo and Entry-Level Skills Training	
Program Category:	<input type="checkbox"/> Criminal & Civil Justice	<input type="checkbox"/> Health & Human Services
	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> Transportation
	<input type="checkbox"/> Agriculture & Natural Resources	<input checked="" type="checkbox"/> Tourism & Economic Development
	<input type="checkbox"/> General Government/Operations	<input type="checkbox"/> Other: _____

Project Description:

This appropriation request is to support the Leon Works initiative in 2016, consisting of both the 2016 Leon Works Expo and an expansion of Leon County’s internship offerings in skilled career fields. The inaugural Leon Works Expo was held on October 23, 2015 to promote skilled career and training opportunities, specifically to high school students in the community. The Expo was a tremendous success – over 300 high school students attended the event during the morning session and approximately 200 Leon County residents attended during the afternoon session, which was open to the general public. Nearly 80 area business and academic exhibitors participated in the Expo. Community partners, local officials, and participants all expressed interest in contributing to the Expo on an annual basis.

Beyond simply raising awareness about careers in the skilled workforce, it is imperative that opportunities exist in the community for early-career workers to gain hands-on experience in the workplace. The Leon County Board of County Commissioners adopted a Strategic Initiative in 2012 to provide internships in various County departments, supporting the Board’s Strategic Priority (E6) to ensure that our community has a “ready workforce.” Toward that end, for the past several years Leon County has partnered with Tallahassee Community College and North Florida Community College to establish internships in the County’s EMS division for EMS Technology students. Many additional opportunities exist for the County to offer internships in support of local colleges’ existing academic programs in skilled career fields such as building construction, computer technology, graphic design, public safety, and other fields that require more than a high school diploma but less than a four-year degree. This request seeks a partnership with the State of Florida to provide these opportunities for entry-level skills training for students prior to entering the workforce.

The State of Florida currently provides grant funding through CareerSource Florida for entry-level employee skills training; however, only private businesses are eligible to receive these funds. Leon County can provide essentially the same benefit with similar funding support – the County can help students develop entry-level skills on the job prior to graduating from a local college or technical center.

Leon County Board of County Commissioners

2016 Legislative Proposal

Page 2

Purpose of the Project and Services/Benefits Provided:

Working with the Tallahassee-Leon County EDC and CareerSource Capital Region, Leon County identified that the Leon-Gadsden-Wakulla County area will have over 10,000 skilled job openings in a variety of industries in the next seven years. Many of these positions will go unfilled simply because the region lacks workers with the needed skills and qualifications. This program is a comprehensive approach designed to both raise awareness about careers in the skilled workforce and to provide emerging students with entry-level skills training and work experience prior to entering the private workforce. Through this program, more high school students will graduate with a better understanding of potential career options as well as training opportunities and job openings available locally. In addition, Leon County would provide internship opportunities matching many of the academic programs currently offered by local colleges, which will allow students the ability to gain entry-level skills training on the job prior to entering the private workforce.

Population Served:

This program would target local high school students and students currently enrolled in local colleges and technical centers. In addition, through the Leon Works Expo, the program also seeks to raise awareness about skilled careers among other area residents who may be unemployed, underemployed, or who may be seeking a career change.

Project Dates for Construction/Operation:

October 1, 2016 – September 30, 2017

FUNDING REQUESTS

Funding Requested:

Total Funding Requested: \$100,000

- 2016 Leon Works Expo: \$50,000
- County Internship Support: \$50,000

PRESENT OR PENDING FUNDING SOURCES (INCLUDING COUNTY)

Source:	Leon County (operational support)	Amount:	In-Kind
Source:		Amount:	



Leon County Board of County Commissioners

2016 Legislative Priorities Information Form

CONTACT INFORMATION			
Department:	Office of Intervention & Detention Alternatives	Division:	N/A
Contact Person:	Wanda Hunter	Title:	Director
Email:	HunterW@LeonCountyFL.gov	Phone:	850-606-5600

POLICY REQUEST	
<input type="checkbox"/> Federal	<input checked="" type="checkbox"/> State
Topic/Project Title:	Statewide Adult Civil Citation Program

PROBLEM/NEED			
IDENTIFY EFFECT ON COUNTY PROGRAMS/SERVICES AND THE ECONOMIC OR FISCAL IMPACT			
Priority:	<input type="checkbox"/> Critical	<input checked="" type="checkbox"/> Important	<input type="checkbox"/> Anticipated
Description:	<p>This request seeks legislative support for a statewide adult civil citation (“ACC”) program which mirrors the juvenile civil citation program outlined in s. 985.12, Florida Statutes. Leon County implemented an adult civil citation program in 2012 in partnership with DISC Village, which serves as the designated community-based agency to provide services to pre-arrest civil citation and diversion adults. The ACC program seeks to promote the use of additional cost effective alternatives to the formal criminal justice process, reducing recidivism rates through intensive intervention strategies. Only adults who are first-time nonviolent drug and alcohol-related offenders are eligible to participate in the ACC program.</p> <p>Florida law does not address adult civil citations, although the program’s objectives and structure are similar to the juvenile civil citation program prescribed in s. 985.12, F.S. In many jurisdictions, adults who are first-time offenders arrested for nonviolent misdemeanor crimes have no alternatives to arrest. The criminal justice process is costly to both the public and to the offender, and in many cases significantly disrupts an offender’s ability to successfully reintegrate into society.</p> <p>An ACC program may improve labor market conditions by keeping first-time offenses off of an individual’s criminal record of he or she successfully completes the ACC program. In addition, diversion from the criminal justice system presents a significant cost saving to taxpayers.</p>		

RECOMMENDED CHANGE IN LAW OR STATUTE (IF APPLICABLE)	
Current Statute of Reference:	N/A
Suggested New Language:	Similar to language in s. 985.12, F.S. governing juvenile civil citations
Recommended County Position:	Support legislation to create a statewide adult civil citation program, offering an alternative to misdemeanor arrest for certain first-time nonviolent offenders.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #3

Leon County Board of County Commissioners

Cover Sheet for Agenda #3

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Adoption of an Amended Joint Enabling Resolution for the Tallahassee-Leon County Commission on the Status of Women and Girls

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Assistant to the County Administrator

Fiscal Impact:

This item does not have a fiscal impact.

Staff Recommendations:

Option #1: Adopt the amended joint Enabling Resolution for the Tallahassee-Leon County Commission on the Status of Women and Girls (Attachment #1).

Report and Discussion

Background:

On March 12, 2013, the Board adopted a joint Enabling Resolution (Resolution) establishing the Tallahassee-Leon County Commission on the Status of Women & Girls (Committee). Subsequently, the City Commission adopted the Resolution on March 13, 2013. The Resolution states that Oasis Center for Women and Girls shall provide administrative support to the Committee, per the adoption of an agreement with the County and City. The Resolution also established the term limits for appointments made by the County, City, and Committee, respectively. On September 29, 2015, the City Commission adopted an amendment to the Enabling Resolution to adjust the term limits for its appointments to the Committee. The City has requested that the County adopt the amended Resolution.

Analysis:

The Commission on Status of Women and Girls is comprised of 21 members with seven appointments by the Board (one appointment per Commissioner), seven appointments by the City Commission (one appointment per Commissioner, and two at-large appointments approved by the full City Commission), and seven appointments by the Committee. Members of the Committee serve two-year terms.

Initially, the Resolution established limits of three consecutive terms for appointments made by the County and the Committee (a total of 6 years each); while the City appointments were limited to two consecutive terms (a total 4 years each). The amended Resolution would revise the term limits for City appointments to three consecutive terms in order to mirror the County and Committee appointments. Board approval is required to effectuate the change to the Enabling Resolution.

Options:

1. Adopt the amended joint Enabling Resolution for the Tallahassee-Leon County Commission on the Status of Women and Girls (Attachment #1).
2. Do not adopt the amended joint Enabling Resolution for the Tallahassee-Leon County Commission on the Status of Women and Girls.
3. Board direction

Recommendation:

Option #1.

Attachment:

1. Amended Enabling Resolution for the Tallahassee-Leon County Commission on the Status of Women and Girls

CITY RESOLUTION NO. 15-R-28
BOARD RESOLUTION NO. _____

A JOINT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AND THE CITY OF TALLAHASSEE COMMISSION TO ESTABLISH AN ADVISORY COMMITTEE WHICH SHALL BE NAMED THE TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN AND GIRLS AND WHICH SHALL OPERATE AND FUNCTION AS A DECISION MAKING COMMITTEE.

WHEREAS, the Board of County Commissioners of Leon County, Florida (the “Board”), and the City of Tallahassee Commission (the “Commission”) recognizes and acknowledges the importance of public involvement and input in County and City governments; and

WHEREAS, women and girls make up more than half of the population in Tallahassee/Leon County; and

WHEREAS, while there has been significant progress made, there is still work to be done before women and girls achieve economic, education, and employment parity; and

WHEREAS, we must understand the current challenges that face our female citizens in order to best equip women and girls with the knowledge, skills, and equal access to reach for the promise of tomorrow; and

WHEREAS, in order for the Board and the Commission to consider the input of the public in the matter of the status of women and girls in the community, including, but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic, security, access to justice, freedom from violence and more, the Board and Commission wish to establish and appoint an advisory committee to function and operate in

accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees: Establishment, Appointment, Function, Operation, and Dissolution" ("Board-Appointed Advisory Committees") and in accordance with City Commission Policy No. 110, Citizen Advisory Boards Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY AND CITY COMMISSION OF TALLAHASSEE, that:

1. The Board and the Commission hereby establish an advisory committee, to be named the Tallahassee-Leon County Commission on the Status of Women and Girls (the "Committee"), for the purpose of promoting matters pertaining to the status of women and girls in Tallahassee, Leon County.

2. The Committee shall function and operate as a Decision Making Committee in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees" and City Commission Policy No. 110, Citizen Advisory Guidelines, except with regard to Committee membership terms.

3. The Committee shall have as its goal the promotion of awareness on issues that affect women and girls in the community, including, but not limited to discrimination, disparate experiences of diverse women and girls, employment, education, services, health, economic security, access to justice, freedom from violence, and more.

4. The Committee shall be charged with the responsibility of providing input and recommendations to the Board and the Commission, as needed, on approaches with which to address issues affecting women and girls in Tallahassee, Leon County.

5. The Committee shall provide an annual written report to the Board and the Commission.

6. The Committee shall have twenty-one (21) members to be appointed as follows:

- a. Seven (7) shall be appointed by the Board. Each County Commissioner shall appoint one (1) member.
 - b. Seven (7) shall be appointed by the Commission. The Mayor and each commissioner shall appoint one (1) member; the remaining two (2) appointments shall be made by the full Commission.
 - c. Seven (7) members shall be appointed by the Committee and ratified by the Board and the Commission.
 - d. Each member shall serve a two-year term; however, the following committee appointments shall be made for an initial term of one (1) year: County Commission Districts 1, 3 and 5; City Commission Seats 2, and 4, and a full Commission appointment; and four appointments by the Committee. After the initial appointments, all terms shall be for two (2) years.
7. The members of the Committee shall not be subject to full and public disclosure of financial interests.
8. Members of the Committee appointed by the Board may not serve more than three consecutive terms. Members of the Committee appointed by the Commission may not serve more than three consecutive terms.
9. The Committee shall be assisted by the staff of The Oasis Center for Women & Girls, Inc. pursuant to a separate agreement with Leon County and the City of Tallahassee.
10. The Committee shall be dissolved only upon direction of the Board and the Commission.
11. This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Leon County, Florida, this _____ day of _____, 2015 and by the City Commission of the City of Tallahassee this 16th day of September, 2015.

LEON COUNTY, FLORIDA

ATTESTED BY:

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

BY: _____
Bob Inzer
Clerk of the Circuit Court

APPROVED AS TO FORM:
Leon County Attorney's Office
Leon County, Florida

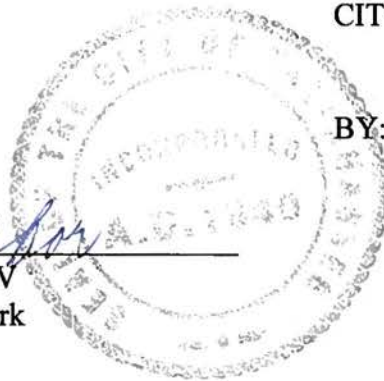
BY: _____
Herbert W. A. Thiele
County Attorney

CITY OF TALLAHASSEE, FLORIDA

ATTESTED BY:

BY: Andrew D. Gillum
Andrew D. Gillum
Mayor

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



RECEIVED
CITY TREASURER-CLERK
2015 OCT - 8 PM 3:12

APPROVED AS TO FORM:

BY: Lewis E. Shelley
for Lewis E. Shelley
City Attorney

**Leon County
Board of County Commissioners**


Notes for Agenda Item #4

Leon County Board of County Commissioners

Cover Sheet for Agenda #4

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from H198, LLC for the Apalachee Point Apartments

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Director, Environmental Services Jill Weisman, Sr. Environmental Review Biologist, Environmental Services Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from H198, LLC for the Apalachee Point Apartments (Attachment #1).

Report and Discussion

Background:

The grantor is preserving areas of watercourse, wetland, and floodplain consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of Environmental Management Permit #LEM15-00030 (Attachment #1). The Apalachee Point Apartments project is located on Southwood Plantation Road south of its intersection with Apalachee Parkway (Attachment #2). The preserved areas total 5.14 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 H198, LLC for the Apalachee Point Apartments (Attachment #1).
2. Do not approve and do not accept for recording the Conservation Easement from H198, LLC for the Apalachee Point Apartments.
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 on this 110th day of October, 2015, by H198, LLC, a limited liability company organized and existing under the Laws of the State of Texas, whose mailing address is 1603 LBJ Freeway, Suite 800, Dallas, TX 75234, 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 *Conservation Easement 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

H198, LLC

(Print Name of Limited Liability Company)

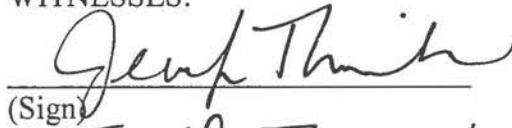


(Signature of Officer or Agent)

Robert C. Murray, Manager

(Print Name and Title of Officer or Agent)

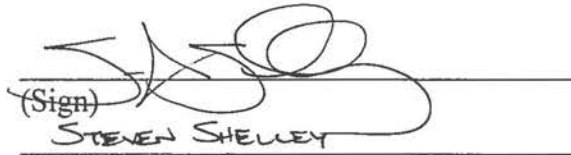
WITNESSES:



(Sign)

Jennifer Thimesch

(Print Name)



(Sign)

STEVEN SHELLEY

(Print Name)

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 16 day of October, 2015,
by Robert C. Murray, as Manager, (type of authority, e.g., Officer) of
H198, LLC, a Texas limited liability company, on behalf of the company.

Lauren Menth
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known
Produced Identification

Type of Identification Produced _____



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

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	2.54	N84°31'13"W	L101	7.88	N48°37'36"E
L2	2.65	S63°13'35"W	L102	2.47	N63°27'10"E
L3	7.11	S38°11'02"W	L103	8.19	N52°09'10"E
L4	3.71	S38°11'02"W	L105	5.41	N49°27'40"E
L5	1.69	S38°11'02"W	L106	66.60	N50°21'35"E
L6	66.45	S58°21'25"W	L107	37.37	N32°10'42"E
L7	5.56	N31°41'14"E	L108	39.16	S32°10'42"W
L8	30.00	S58°18'29"W	L109	1.79	N79°53'35"W
L9	5.53	S31°41'14"E	L110	51.91	N00°00'19"E
L10	45.03	S58°21'25"W	L111	16.86	S89°59'41"E
L11	8.85	S00°43'58"E	L112	62.00	N00°00'19"E
L12	8.53	S59°22'20"W	L113	4.26	N89°59'41"W
L13	9.17	S89°10'47"W	L114	28.82	N00°00'19"E
L14	25.08	S89°16'52"W	L116	73.00	N18°01'04"E
L15	5.58	N00°44'08"W	L118	23.26	N08°25'59"E
L16	69.29	S89°16'52"W	L117	27.21	N31°03'49"W
L17	5.58	S00°44'08"E	L118	19.92	N34°37'05"W
L18	49.33	S89°16'52"W	L119	3.93	N58°16'34"W
L19	36.24	S00°44'08"E	L120	34.55	N00°00'19"E
L20	7.26	S64°25'00"W	L121	15.01	N89°59'41"W
L21	11.34	S34°42'55"W	L122	32.57	N07°24'07"W
L22	5.25	S78°07'29"W	L123	2.36	S52°02'58"W
L23	5.30	S21°21'57"W	L124	1.01	S05°03'38"W
L24	2.22	S89°15'52"W	L125	10.97	S65°18'39"W
L25	9.80	S44°15'52"W	L126	2.59	S11°48'23"E
L26	9.80	S00°44'08"E	L127	21.83	S05°01'48"W
L27	3.27	S58°32'45"W	L128	0.98	S00°39'22"W
L28	3.73	S89°15'54"W	L129	22.17	N89°59'41"W
L29	1.85	S36°54'09"W	L130	5.33	N22°57'20"E
L30	8.52	N61°10'14"W	L131	9.78	S59°46'10"W
L31	13.96	S47°09'05"W	L132	0.90	N67°47'29"W
L32	2.77	S19°11'52"W	L133	8.55	S87°09'10"W
L33	35.17	S58°32'52"W	L134	10.73	N89°59'41"W
L34	17.62	S31°27'08"E	L135	76.30	N00°00'19"E
L35	31.59	S89°16'52"W	L136	10.56	S89°59'41"E
L36	61.85	S48°13'49"W	L137	10.00	N00°00'19"E
L37	4.46	S41°46'11"E	L138	3.85	N89°59'41"W
L38	41.77	S68°00'53"W	L139	16.19	N14°22'31"W
L39	4.60	N25°00'18"W	L140	10.92	N10°47'17"W
L40	69.89	S84°59'42"W	L141	44.72	N27°26'26"E
L41	131.10	S81°02'11"W	L142	193.99	S89°54'10"E
L42	3.33	N00°14'58"E	L143	6.42	S00°14'39"W
L43	18.21	N21°55'27"W	L144	77.35	S28°13'39"E
L44	63.35	N00°14'39"E	L145	17.61	S27°54'30"E
L45	4.72	N27°04'35"E	L146	7.40	S43°05'02"E
L46	73.48	N87°20'33"E	L147	86.41	S12°21'44"W
L47	62.61	S89°45'02"E	L148	38.04	N24°57'52"W
L48	69.06	N60°38'02"E	L149	26.98	N35°54'59"W
L49	71.13	N31°17'51"E	L150	117.18	N00°14'39"E
L50	167.91	N31°37'30"W	L151	26.74	S36°02'38"E
L51	4.27	S58°22'30"W	L152	10.39	S32°55'06"E
L52	17.15	N60°55'12"W	L153	2.89	N89°59'41"W
L53	40.86	N54°27'03"W	L154	10.00	S00°00'19"W
L54	38.68	N00°00'19"E	L155	8.01	S89°59'41"E
L55	13.45	N17°51'46"E	L156	16.23	S17°33'41"E
L56	48.16	N23°04'43"E	L157	9.48	S00°00'19"W
L57	12.44	S89°59'41"E	L158	4.07	S89°59'41"E
L58	18.92	N00°00'19"E	L159	9.96	S39°34'25"E
L59	1.62	S89°59'41"E	L160	23.25	S73°26'54"E
L60	3.48	N45°00'19"E	L161	39.53	S27°29'07"E
L61	16.13	S25°07'27"E	L162	27.07	S00°00'19"W
L62	11.97	N80°59'04"E	L163	10.87	S17°45'41"W
L63	22.38	N25°07'27"W	L164	23.82	S18°50'31"W
L64	12.28	S89°59'41"E	L165	9.87	N89°59'41"W
L65	5.34	S86°56'17"E	L166	45.48	S00°00'19"W
L66	0.47	N88°42'49"E	L167	28.30	N25°07'27"W
L67	20.23	S88°20'48"E	L168	11.50	S84°52'33"W
L68	0.75	S86°20'46"E	L169	23.44	S25°07'27"E
L69	0.23	N13°45'48"E	L170	16.73	N89°59'41"W
L70	9.59	N31°15'27"E	L171	16.76	N00°00'19"E
L71	20.52	S51°28'30"E	L172	8.00	N89°59'41"W
L72	1.49	S52°05'23"E	L173	13.00	N00°00'19"E
L73	2.20	S53°37'12"E	L174	9.03	N89°59'41"W
L74	1.51	S34°43'32"W	L175	5.74	N26°34'32"W
L75	0.70	S41°53'09"E	L176	2.56	N24°34'45"W
L76	2.53	S52°40'01"E	L177	7.04	N00°00'19"E
L77	11.14	S40°16'38"E	L178	3.22	N89°59'41"W
L78	18.55	S00°00'19"W	L179	32.35	N24°34'45"W
L79	6.85	S09°51'10"E	L180	24.39	N12°05'51"W
L80	9.48	S00°37'11"W	L181	109.00	N12°21'43"E
L81	2.71	S01°14'31"E	L182	22.21	S89°45'21"E
L82	21.04	S18°07'42"E	L183	8.62	N74°26'07"E
L83	12.52	S16°43'46"W	L184	10.38	N45°34'03"E
L84	26.79	S16°43'46"W	L185	3.43	S26°34'32"E
L85	40.25	S18°17'33"E	L186	3.16	S89°59'41"E
L86	17.78	S54°28'32"E	L187	21.22	S23°04'43"W
L87	49.63	S26°16'02"E	L188	14.94	S38°41'49"W
L88	9.47	S33°11'06"E	L189	17.12	S01°52'18"W
L89	1.68	S56°21'19"W	L190	10.09	S17°51'46"W
L90	9.00	S33°38'41"E	L191	6.07	N12°36'50"W
L91	1.67	N56°21'19"E	L192	34.06	N10°20'53"W
L92	4.46	S33°38'41"E	L193	10.62	N08°59'40"W
L93	18.31	N42°15'25"E	L194	18.33	N38°13'48"E
L94	12.10	N40°30'24"E	L195	10.08	N18°12'37"E
L95	34.28	N41°33'39"E	L196	11.96	N68°12'53"E
L96	27.98	N52°35'45"E	L197	0.34	S18°07'42"E
L97	16.90	S38°37'55"E	L198	0.71	N32°10'42"E
L98	30.93	N37°22'44"E	L199	0.71	S32°10'42"W
L99	10.45	N38°54'08"W	L200	0.25	S01°25'31"W
L100	16.05	N62°09'10"E	L201	1.81	N89°59'41"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	CH BEARING	CHORD	DELTA
C1	11.20'	21.00'	N49°08'40"E	11.06'	30°32'41"
C2	5.92'	21.00'	N60°27'58"E	6.90'	16°09'33"
C3	3.15'	21.00'	N62°50'17"E	3.14'	8°35'04"
C4	14.02'	21.00'	S80°18'02"E	13.76'	38°15'36"
C5	8.07'	22.00'	N55°29'36"W	8.03'	21°01'12"
C6	13.38'	22.00'	N00°41'58"W	13.18'	34°51'27"
C7	5.32'	10.00'	S16°43'46"W	6.26'	30°28'00"
C8	10.83'	22.00'	N40°22'17"W	10.72'	28°12'30"
C9	3.38'	21.00'	S81°40'28"W	3.38'	91°3'20"
C10	16.49'	5.25'	N57°49'18"W	10.50'	180°00'00"
C11	13.99'	21.00'	S37°11'19"E	13.73'	38°10'30"
C12	16.04'	20.00'	N50°28'01"W	15.62'	45°57'47"
C13	4.25'	20.00'	N62°59'22"E	4.25'	12°11'08"
C14	10.07'	20.00'	S47°28'05"E	9.97'	28°51'07"
C15	22.99'	100.00'	S11°16'34"W	22.94'	13°10'25"
C16	1.85'	21.00'	N65°29'41"E	1.85'	5°02'23"
C17	0.71'	21.00'	S67°14'37"W	0.71'	1°56'32"

SHEET 2 OF 4

A. D. Platt
 & ASSOCIATES, INC.
 3712 CARRINGTON PLACE, TALLAHASSEE, FL 32303
 PHONE: (850) 385-1036 FAX: (850) 385-1108
 LICENSED BUSINESS # 8599

CONSERVATION AREA #1:

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 2, Township 1 South, Range 1 East, Leon County, Florida, thence run South 00 degrees 52 minutes 58 seconds West along the West boundary of said Section 2, a distance of 111.70 feet to a found 3/4 inch iron pipe, thence run South 89 degrees 54 minutes 10 seconds East a distance of 614.83 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 89 degrees 54 minutes 10 seconds East a distance of 75.48 feet, thence run South 00 degrees 09 minutes 39 seconds East a distance of 66.56 feet, thence run South 00 degrees 28 minutes 38 seconds East a distance of 209.99 feet, thence run South 00 degrees 08 minutes 44 seconds East a distance of 250.15 feet, thence run North 84 degrees 31 minutes 13 seconds West a distance of 2.54 feet, thence run South 63 degrees 13 minutes 35 seconds West a distance of 2.65 feet, thence run South 38 degrees 11 minutes 02 seconds West a distance of 7.11 feet; thence continue southwesterly along said line, a distance of 3.71 feet; thence continue southwesterly along said line, a distance of 1.69 feet, thence run South 58 degrees 21 minutes 25 seconds West a distance of 56.45 feet, thence run North 31 degrees 41 minutes 14 seconds West a distance of 5.56 feet, thence run South 58 degrees 18 minutes 29 seconds West a distance of 30.00 feet, thence run South 31 degrees 41 minutes 14 seconds East a distance of 5.53 feet, thence run South 58 degrees 21 minutes 25 seconds West a distance of 45.03 feet, thence run South 00 degrees 43 minutes 56 seconds East a distance of 8.85 feet, thence run South 59 degrees 22 minutes 20 seconds West a distance of 8.53 feet, thence run South 69 degrees 10 minutes 47 seconds West a distance of 9.17 feet, thence run South 89 degrees 15 minutes 52 seconds West a distance of 25.08 feet, thence run North 00 degrees 44 minutes 08 seconds West a distance of 5.58 feet, thence run South 89 degrees 15 minutes 52 seconds West a distance of 69.29 feet, thence run South 00 degrees 44 minutes 08 seconds East a distance of 5.58 feet, thence run South 89 degrees 15 minutes 52 seconds West a distance of 49.33 feet, thence run South 00 degrees 44 minutes 08 seconds East a distance of 38.24 feet to a point on a curve concave northwest, thence run southwesterly along said curve having a radius of 21.00 feet through a central angle of 30 degrees 32 minutes 41 seconds (the chord of said arc bears South 49 degrees 08 minutes 40 seconds West a distance of 11.06 feet), thence run South 64 degrees 25 minutes 00 seconds West a distance of 7.26 feet, thence run South 34 degrees 42 minutes 55 seconds West a distance of 11.34 feet, thence run South 78 degrees 07 minutes 29 seconds West a distance of 5.25 feet, thence run South 21 degrees 21 minutes 57 seconds West a distance of 5.30 feet, thence run South 89 degrees 15 minutes 52 seconds West a distance of 2.22 feet, thence run South 44 degrees 15 minutes 52 seconds West a distance of 9.80 feet, thence run South 00 degrees 44 minutes 08 seconds East a distance of 9.80 feet to a point on a curve concave northwest, thence run southwesterly along said curve having a radius of 21.00 feet through a central angle of 16 degrees 09 minutes 33 seconds (the chord of said arc bears South 50 degrees 27 minutes 58 seconds West a distance of 5.90 feet), thence run South 58 degrees 32 minutes 45 seconds West a distance of 3.27 feet to a point of curve to the right having a radius of 21.00 feet and a central angle of 08 degrees 35 minutes 04 seconds; thence southwesterly along the arc a distance of 3.15 feet, thence run South 89 degrees 15 minutes 54 seconds West a distance of 3.73 feet, thence run South 36 degrees 54 minutes 09 seconds West a distance of 1.65 feet to a point on a curve concave north, thence run westerly along said curve having a radius of 21.00 feet through a central angle of 38 degrees 15 minutes 36 seconds (the chord of said arc bears North 80 degrees 18 minutes 02 seconds West a distance of 13.76 feet), thence run North 61 degrees 10 minutes 14 seconds West a distance of 8.52 feet, thence run South 47 degrees 09 minutes 05 seconds West a distance of 13.96 feet, thence run South 19 degrees 11 minutes 52 seconds West a distance of 2.77 feet, thence run South 58 degrees 32 minutes 52 seconds West a distance of 35.17 feet, thence run South 31 degrees 27 minutes 08 seconds East a distance of 17.62 feet, thence run South 89 degrees 15 minutes 52 seconds West a distance of 31.59 feet, thence run South 48 degrees 13 minutes 49 seconds West a distance of 61.85 feet, thence run South 41 degrees 46 minutes 11 seconds East a distance of 4.46 feet to a point on a curve concave northwest, thence run southwesterly along said curve having a radius of 21.00 feet through a central angle of 05 degrees 02 minutes 23 seconds (the chord of said arc bears South 65 degrees 29 minutes 41 seconds West a distance of 1.85 feet), thence run South 68 degrees 00 minutes 53 seconds West a distance of 41.77 feet, thence run North 25 degrees 00 minutes 18 seconds West a distance of 4.60 feet, thence run South 64 degrees 59 minutes 42 seconds West a distance of 59.89 feet, thence run South 81 degrees 02 minutes 11 seconds West a distance of 131.10 feet, thence run North 00 degrees 14 minutes 58 seconds East a distance of 3.33 feet, thence run North 21 degrees 55 minutes 27 seconds West a distance of 18.21 feet, thence run North 00 degrees 14 minutes 39 seconds East a distance of 53.35 feet, thence run North 27 degrees 04 minutes 35 seconds East a distance of 4.72 feet, thence run North 87 degrees 20 minutes 33 seconds East a distance of 73.48 feet, thence run South 89 degrees 45 minutes 02 seconds East a distance of 62.61 feet, thence run North 60 degrees 38 minutes 02 seconds East a distance of 69.06 feet, thence run North 31 degrees 17 minutes 51 seconds East a distance of 71.13 feet, thence run North 31 degrees 37 minutes 30 seconds West a distance of 157.91 feet, thence run South 58 degrees 22 minutes 30 seconds West a distance of 4.27 feet, thence run North 50 degrees 55 minutes 12 seconds West a distance of 17.15 feet, thence run North 54 degrees 27 minutes 03 seconds West a distance of 40.86 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 38.68 feet, thence run North 17 degrees 51 minutes 46 seconds East a distance of 13.45 feet, thence run North 23 degrees 04 minutes 43 seconds East a distance of 48.16 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 12.44 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 18.92 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 1.52 feet, thence run North 45 degrees 00 minutes 19 seconds East a distance of 3.48 feet, thence run South 25 degrees 07 minutes 27 seconds East a distance of 16.13 feet, thence run North 80 degrees 59 minutes 04 seconds East a distance of 11.97 feet, thence run North 25 degrees 07 minutes 27 seconds West a distance of 22.38 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 12.28 feet to a point on a curve concave southwest, thence run southeasterly along said curve having a radius of 22.00 feet through a central angle of 21 degrees 01 minutes 12 seconds (the chord of said arc bears South 55 degrees 29 minutes 36 seconds East a distance of 8.03 feet), thence run South 66 degrees 56 minutes 17 seconds East a distance of 5.34 feet, thence run North 86 degrees 42 minutes 49 seconds East a distance of 0.47 feet, thence run South 66 degrees 20 minutes 46 seconds East a distance of 20.23 feet; thence continue southeasterly along said line, a distance of 0.75 feet, thence run North 13 degrees 45 minutes 48 seconds East a distance of 0.23 feet, thence run North 31 degrees 15 minutes 27 seconds East a distance of 9.59 feet, thence run South 51 degrees 28 minutes 30 seconds East a distance of 20.52 feet, thence run South 52 degrees 05 minutes 23 seconds East a distance of 1.49 feet, thence run South 53 degrees 37 minutes 12 seconds East a distance of 2.20 feet, thence run South 34 degrees 43 minutes 32 seconds West a distance of 1.51 feet, thence run South 41 degrees 53 minutes 09 seconds East a distance of 0.70 feet, thence run South 52 degrees 40 minutes 01 seconds East a distance of 2.53 feet, thence run South 40 degrees 16 minutes 38 seconds East a distance of 11.14 feet, thence run South 00 degrees 00 minutes 19 seconds West a distance of 18.55 feet, thence run South 09 degrees 51 minutes 10 seconds East a distance of 8.65 feet, thence run South 00 degrees 37 minutes 11 seconds West a distance of 9.48 feet, thence run South 01 degrees 14 minutes 31 seconds East a distance of 2.71 feet, thence run South 18 degrees 07 minutes 42 seconds East a distance of 0.34 feet; thence continue southerly along said line, a distance of 21.00 feet to a point of curve to the right having a radius of 22.00 feet and a central angle of 34 degrees 51 minutes 27 seconds; thence southerly along the arc a distance of 13.38 feet, thence run South 16 degrees 43 minutes 46 seconds West a distance of 12.52 feet to a point on a curve concave east, thence run southerly along said curve having a radius of 10.00 feet through a central angle of 30 degrees 28 minutes 00 seconds (the chord of said arc bears South 16 degrees 43 minutes 46 seconds West a distance of 5.26 feet), thence run South 16 degrees 43 minutes 46 seconds West a distance of 26.79 feet, thence run South 18 degrees 17 minutes 33 seconds East a distance of 40.25 feet, thence run South 54 degrees 28 minutes 32 seconds East a distance of 17.78 feet to a point of curve to the right having a radius of 22.00 feet and a central angle of 28 degrees 12 minutes 30 seconds; thence southeasterly along the arc a distance of 10.83 feet, thence run South 26 degrees 16 minutes 02 seconds East a distance of 49.63 feet, thence run South 33 degrees 11 minutes 05 seconds East a distance of 9.47 feet, thence run South 56 degrees 21 minutes 19 seconds West a distance of 1.68 feet, thence run South 33 degrees 38 minutes 41 seconds East a distance of 9.00 feet, thence run North 56 degrees 21 minutes 19 seconds East a distance of 1.57 feet, thence run South 33 degrees 38 minutes 41 seconds East a distance of 4.46 feet, thence run North 42 degrees 15 minutes 25 seconds East a distance of 18.31 feet, thence run North 40 degrees 30 minutes 24 seconds East a distance of 12.10 feet, thence run North 41 degrees 33 minutes 39 seconds East a distance of 34.28 feet, thence run North 52 degrees 35 minutes 45 seconds East a distance of 27.98 feet, thence run South 38 degrees 37 minutes 55 seconds East a distance of 16.90 feet, thence run North 37 degrees 22 minutes 44 seconds East a distance of 30.93 feet, thence run North 38 degrees 54 minutes 08 seconds West a distance of 10.45 feet to a point on a curve concave south, thence run easterly along said curve having a radius of 21.00 feet through a central angle of 09 degrees 13 minutes 20 seconds (the chord of said arc bears North 81 degrees 40 minutes 28 seconds East a distance of 3.38 feet), thence run North 52 degrees 09 minutes 10 seconds East a distance of 16.05 feet, thence run North 48 degrees 37 minutes 38 seconds East a distance of 7.88 feet, thence run North 63 degrees 27 minutes 10 seconds East a distance of 2.47 feet, thence run North 52 degrees 09 minutes 10 seconds East a distance of 8.19 feet, thence run North 49 degrees 27 minutes 40 seconds East a distance of 5.41 feet, thence run North 50 degrees 21 minutes 35 seconds East a distance of 66.60 feet, thence run North 32 degrees 10 minutes 42 seconds East a distance of 37.37 feet; thence continue northeasterly along said line, a distance of 0.71 feet to a point of curve to the left having a radius of 5.25 feet and a central angle of 180 degrees 00 minutes 00 seconds; thence northwesterly along the arc a distance of 16.49 feet, thence run South 32 degrees 10 minutes 42 seconds West a distance of 0.71 feet; thence continue southwesterly along said line, a distance of 39.18 feet, thence run North 79 degrees 53 minutes 35 seconds West a distance of 1.79 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 51.91 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 16.86 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 62.00 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 4.25 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 28.62 feet to a point on a curve concave southeast, thence run northeasterly along said curve having a radius of 21.00 feet through a central angle of 01 degrees 56 minutes 32 seconds (the chord of said arc bears North 67 degrees 14 minutes 37 seconds East a distance of 0.71 feet), thence run North 68 degrees 12 minutes 53 seconds East a distance of 11.96 feet, thence run North 18 degrees 01 minutes 04 seconds East a distance of 73.00 feet, thence run North 06 degrees 25 minutes 59 seconds East a distance of 23.26 feet, thence run North 31 degrees 03 minutes 49 seconds West a distance of 27.21 feet, thence run North 34 degrees 37 minutes 05 seconds West a distance of 19.92 feet, thence run North 56 degrees 18 minutes 34 seconds West a distance of 3.93 feet to a point of curve to the right having a radius of 21.00 feet and a central angle of 38 degrees 00 minutes 00 seconds; thence northeasterly along the arc a distance of 13.98 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 34.55 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 15.01 feet, thence run North 07 degrees 24 minutes 07 seconds West a distance of 32.57 feet, thence run South 52 degrees 02 minutes 58 seconds West a distance of 2.35 feet, thence run South 05 degrees 03 minutes 36 seconds West a distance of 1.01 feet, thence run South 85 degrees 18 minutes 39 seconds West a distance of 10.97 feet, thence run South 11 degrees 48 minutes 23 seconds East a distance of 2.59 feet, thence run South 05 degrees 01 minutes 48 seconds West a distance of 21.83 feet, thence run South 00 degrees 39 minutes 22 seconds West a distance of 0.98 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 22.17 feet, thence run North 22 degrees 57 minutes 20 seconds East a distance of 5.33 feet, thence run South 59 degrees 46 minutes 10 seconds West a distance of 9.78 feet, thence run North 67 degrees 47 minutes 29 seconds West a distance of 0.90 feet, thence run South 87 degrees 09 minutes 10 seconds West a distance of 6.55 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 10.73 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 76.30 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 10.55 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 10.00 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 3.85 feet, thence run North 14 degrees 22 minutes 31 seconds West a distance of 16.19 feet, thence run North 10 degrees 47 minutes 17 seconds West a distance of 10.92 feet, thence run North 27 degrees 26 minutes 25 seconds East a distance of 4.72 feet, thence run South 89 degrees 54 minutes 10 seconds East a distance of 193.33 feet, thence run North 39 degrees 11 minutes 56 seconds East a distance of 25.77 feet to the POINT OF BEGINNING, containing 4.73 acres, more or less.

DRAWING:
11426-CE

PROJECT:
11426

SKETCH OF LEGAL DESCRIPTION OF:
CONSERVATION EASEMENTS IN
SECTION 2, T-1-S, R-1-E,
LEON COUNTY, FLORIDA

A. D. Platt
& ASSOCIATES, INC.
3712 CARRINGTON PLACE, TALLAHASSEE, FL 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 8940

CERTIFIED TO:

SHEET 3 OF 4

CONSERVATION AREA #2:

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 2, Township 1 South, Range 1 East, Leon County, Florida, thence run South 00 degrees 52 minutes 57 seconds West a distance of 111.70 feet, thence run South 00 degrees 14 minutes 39 seconds West a distance of 6.42 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 28 degrees 13 minutes 39 seconds East a distance of 77.35 feet, thence run South 27 degrees 54 minutes 30 seconds East a distance of 17.61 feet, thence run South 43 degrees 05 minutes 02 seconds East a distance of 7.40 feet, thence run South 12 degrees 21 minutes 44 seconds West a distance of 86.41 feet, thence run North 24 degrees 57 minutes 52 seconds West a distance of 38.04 feet, thence run North 35 degrees 54 minutes 59 seconds West a distance of 26.98 feet, thence run North 00 degrees 14 minutes 39 seconds East a distance of 117.18 feet to the POINT OF BEGINNING, containing 0.11 acres, more or less.

CONSERVATION AREA #3:

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 2, Township 1 South, Range 1 East, Leon County, Florida, thence run South 00 degrees 52 minutes 57 seconds West a distance of 111.70 feet, thence run South 00 degrees 14 minutes 39 seconds West a distance of 6.42 feet, thence run South 28 degrees 13 minutes 39 seconds East a distance of 77.35 feet, thence run South 27 degrees 54 minutes 30 seconds East a distance of 17.61 feet, thence run South 43 degrees 05 minutes 02 seconds East a distance of 7.40 feet, thence run South 36 degrees 02 minutes 38 seconds East a distance of 26.74 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 32 degrees 55 minutes 05 seconds East a distance of 10.39 feet, thence run South 01 degrees 25 minutes 31 seconds West a distance of 0.25 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 2.69 feet, thence run South 00 degrees 00 minutes 19 seconds West a distance of 10.00 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 8.01 feet, thence run South 17 degrees 33 minutes 41 seconds East a distance of 15.23 feet, thence run South 00 degrees 00 minutes 19 seconds West a distance of 9.48 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 4.07 feet, thence run South 39 degrees 34 minutes 25 seconds East a distance of 9.96 feet, thence run South 73 degrees 26 minutes 54 seconds East a distance of 23.25 feet to a point of curve to the right having a radius of 20.00 feet and a central angle of 45 degrees 57 minutes 47 seconds; thence southeasterly along the arc a distance of 16.04 feet, thence run South 27 degrees 29 minutes 07 seconds East a distance of 39.53 feet, thence run South 00 degrees 00 minutes 19 seconds West a distance of 27.07 feet, thence run South 17 degrees 45 minutes 41 seconds West a distance of 10.87 feet, thence run South 18 degrees 50 minutes 31 seconds West a distance of 23.82 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 1.81 feet; thence continue westerly along said line, a distance of 9.67 feet, thence run South 00 degrees 00 minutes 19 seconds West a distance of 45.46 feet to a point on a curve concave northwest, thence run southwesterly along said curve having a radius of 20.00 feet through a central angle of 12 degrees 11 minutes 08 seconds (the chord of said arc bears South 52 degrees 59 minutes 22 seconds West a distance of 4.25 feet), thence run North 25 degrees 07 minutes 27 seconds West a distance of 28.30 feet, thence run South 64 degrees 52 minutes 33 seconds West a distance of 11.50 feet, thence run South 25 degrees 07 minutes 27 seconds East a distance of 23.44 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 15.73 feet to a point on a curve concave northeast, thence run northwesterly along said curve having a radius of 20.00 feet through a central angle of 28 degrees 51 minutes 07 seconds (the chord of said arc bears North 47 degrees 28 minutes 05 seconds West a distance of 9.97 feet), thence run North 00 degrees 00 minutes 19 seconds East a distance of 16.76 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 6.00 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 13.00 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 9.03 feet, thence run North 26 degrees 34 minutes 32 seconds West a distance of 5.74 feet, thence run North 24 degrees 34 minutes 45 seconds West a distance of 2.56 feet, thence run North 00 degrees 00 minutes 19 seconds East a distance of 7.04 feet, thence run North 89 degrees 59 minutes 41 seconds West a distance of 3.22 feet, thence run North 24 degrees 34 minutes 45 seconds West a distance of 32.35 feet, thence run North 12 degrees 05 minutes 51 seconds West a distance of 24.39 feet, thence run North 12 degrees 21 minutes 43 seconds East a distance of 109.00 feet to the POINT OF BEGINNING, containing 0.28 acres, more or less.

CONSERVATION AREA #4:

Commence at a concrete monument marking the Northwest corner of the Southwest Quarter of Section 2, Township 1 South, Range 1 East, Leon County, Florida, thence run South 00 degrees 52 minutes 57 seconds West a distance of 111.70 feet, thence run South 00 degrees 14 minutes 39 seconds West a distance of 416.68 feet, thence run South 89 degrees 45 minutes 21 seconds East a distance of 22.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 74 degrees 26 minutes 07 seconds East a distance of 8.62 feet, thence run North 45 degrees 34 minutes 03 seconds East a distance of 10.38 feet, thence run South 26 degrees 34 minutes 32 seconds East a distance of 3.43 feet, thence run South 89 degrees 59 minutes 41 seconds East a distance of 3.16 feet, thence run South 23 degrees 04 minutes 43 seconds West a distance of 21.22 feet, thence run South 38 degrees 41 minutes 49 seconds West a distance of 14.94 feet, thence run South 01 degrees 52 minutes 18 seconds West a distance of 17.12 feet, thence run South 17 degrees 51 minutes 46 seconds West a distance of 10.09 feet to a point of curve to the left having a radius of 100.00 feet and a central angle of 13 degrees 10 minutes 25 seconds; thence southerly along the arc a distance of 22.99 feet, thence run North 12 degrees 35 minutes 50 seconds West a distance of 6.07 feet, thence run North 10 degrees 20 minutes 53 seconds West a distance of 34.06 feet, thence run North 08 degrees 59 minutes 40 seconds West a distance of 10.62 feet, thence run North 38 degrees 13 minutes 48 seconds East a distance of 18.33 feet, thence run North 18 degrees 12 minutes 37 seconds East a distance of 10.08 feet to the POINT OF BEGINNING, containing 0.02 acres, more or less.

DRAWING:
11426-CE

PROJECT:
11426

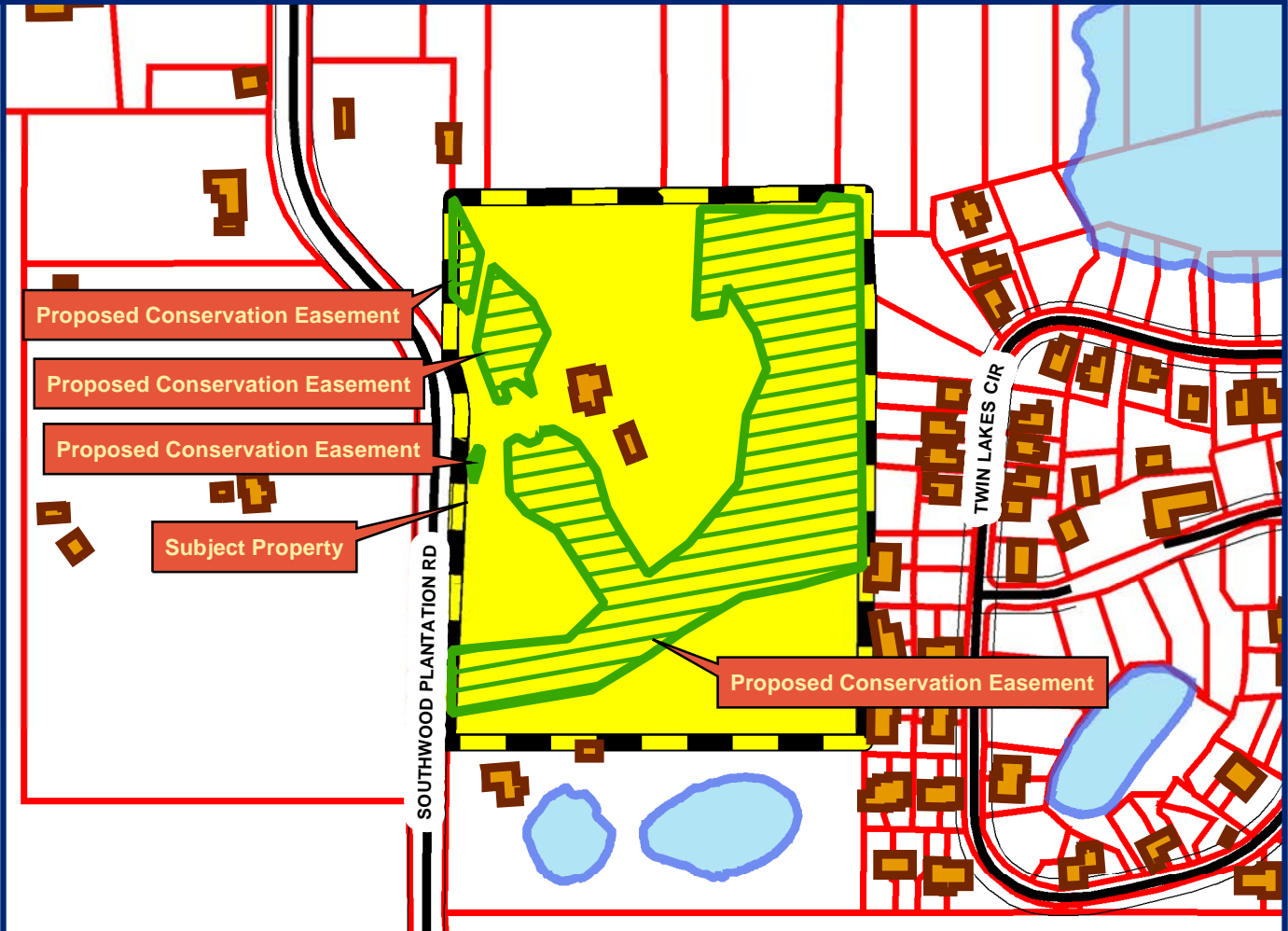
SKETCH OF LEGAL DESCRIPTION OF:
CONSERVATION EASEMENTS IN
SECTION 2, T-1-S, R-1-E,
LEON COUNTY, FLORIDA

A.D. Platt
& ASSOCIATES, INC.
3712 CARRINGTON PLACE, TALLAHASSEE, FL 32303
PHONE: (850) 385-1036 FAX: (850) 385-1108
LICENSED BUSINESS No. 8552

CERTIFIED TO:

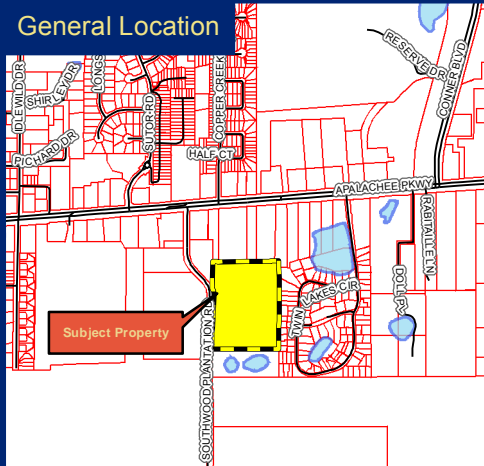
SHEET 4 OF 4

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

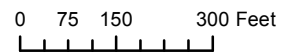


Proposed Conservation Easement
from H198, LLC for the
Apalachee Point Apartments




General Location



1 inch = 300 Feet



Legend

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

Tallahassee-Leon County GIS
www.tlccgis.org

LEON
TALLAHASSEE-LEON COUNTY

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 #5

Leon County Board of County Commissioners

Cover Sheet for Agenda #5

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Acceptance of a Conservation Easement from Demerville, Inc. for the Zaxby's at Bannerman Crossing

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	John Kraynak, P.E., Director, Environmental Services Jill Weisman, Sr. Environmental Review Biologist, Environmental Services Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Approve and accept for recording a Conservation Easement from Demerville, Inc. for the Zaxby's at Bannerman Crossing (Attachment #1).

Report and Discussion

Background:

The grantor is preserving natural areas consistent with requirements and conditions of the Environmental Management Act. The Conservation Easement is required as part of Environmental Management Permit #LEM14-00075 (Attachment #1). The Zaxby's at Bannerman Crossing is located on Thomasville Road south of its intersection with Bannerman Road (Attachment #2). The preserved area totals .74 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 Demerville, Inc. for the Zaxby's at Bannerman Crossing (Attachment #1).
2. Do not approve and do not accept for recording the Conservation Easement from Demerville, Inc. for the Zaxby's at Bannerman Crossing.
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 19th day of May, 2015, by Demerville, Inc. whose mailing address is 3844 Kinderlou Forest, Valdosta, Georgia 31601 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 *Zaxby's – Bannerman Crossing Conservation Easement Management & Maintenance Plan*,

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.

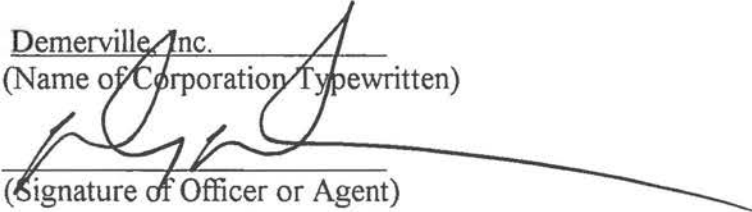
Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whosoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement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

Demerville, Inc.
(Name of Corporation Typewritten)


(Signature of Officer or Agent)

Daniel DeMersseman, President
(Print Name and Title of Officer or Agent)

WITNESSES:

Karli Amar
(Sign)
Karli Amar
(Print Name)

Rachel Eley
(Sign)
Rachel Eley
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 19th day of May, 2015, by Daniel Demersseman, President,
(name of officer or agent, title of officer or agent)

of Demerville, Inc., a Florida 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 Florida Drivers License
as identification. (type of identification)

Shannon Marie Carr
(Signature of Notary)

Shannon Marie Carr
(Print, Type or Stamp Name of Notary)

Notary Public
(Title or Rank)

W-00233023
(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

GRAPHIC SCALE



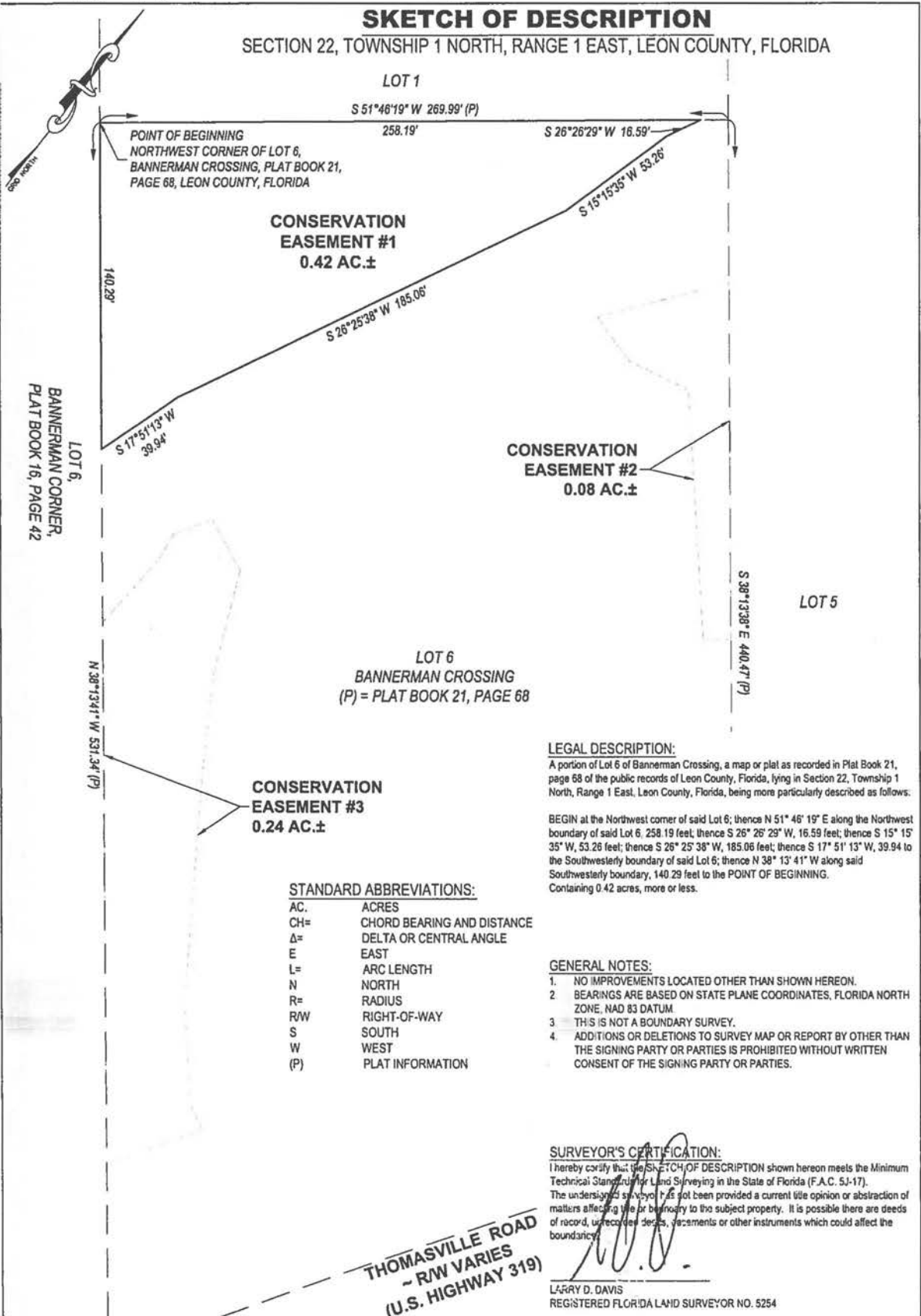
1 inch = 50 ft.



EXHIBIT A

SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



CONSERVATION EASEMENT #2
0.08 AC.±

CONSERVATION EASEMENT #3
0.24 AC.±

LEGAL DESCRIPTION:

A portion of Lot 6 of Bannerman Crossing, a map or plat as recorded in Plat Book 21, page 68 of the public records of Leon County, Florida, lying in Section 22, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 6; thence N 51° 46' 19" E along the Northwest boundary of said Lot 6, 258.19 feet; thence S 26° 26' 29" W, 16.59 feet; thence S 15° 15' 35" W, 53.26 feet; thence S 26° 25' 38" W, 185.06 feet; thence S 17° 51' 13" W, 39.94 to the Southwesterly boundary of said Lot 6; thence N 38° 13' 41" W along said Southwesterly boundary, 140.29 feet to the POINT OF BEGINNING.
Containing 0.42 acres, more or less.

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST
(P)	PLAT INFORMATION

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM
3. THIS IS NOT A BOUNDARY SURVEY.
4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

THOMASVILLE ROAD
~ R/W VARIES
(U.S. HIGHWAY 319)

Moore Bass Consulting <small>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 INFORMATION PURPOSES ONLY AND IS NOT VALID.</small>	CLIENT NAME Zaxby's Central Office	PROJECT NAME Zaxby's - Bannerman	FILE #	14-208	M42-003-SK-CONSERV.dwg
			CONTRACT #	M42-003	ARCHIVE
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.			NOTEBOOK #		PAGE #
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL 32303 (850) 222-5678 <small>CERTIFICATE OF AUTHORIZATION No. 00007245</small>			DATE	2015.05.29	DRAWN BY
PROJECT NO. 14-208					AJT

GRAPHIC SCALE

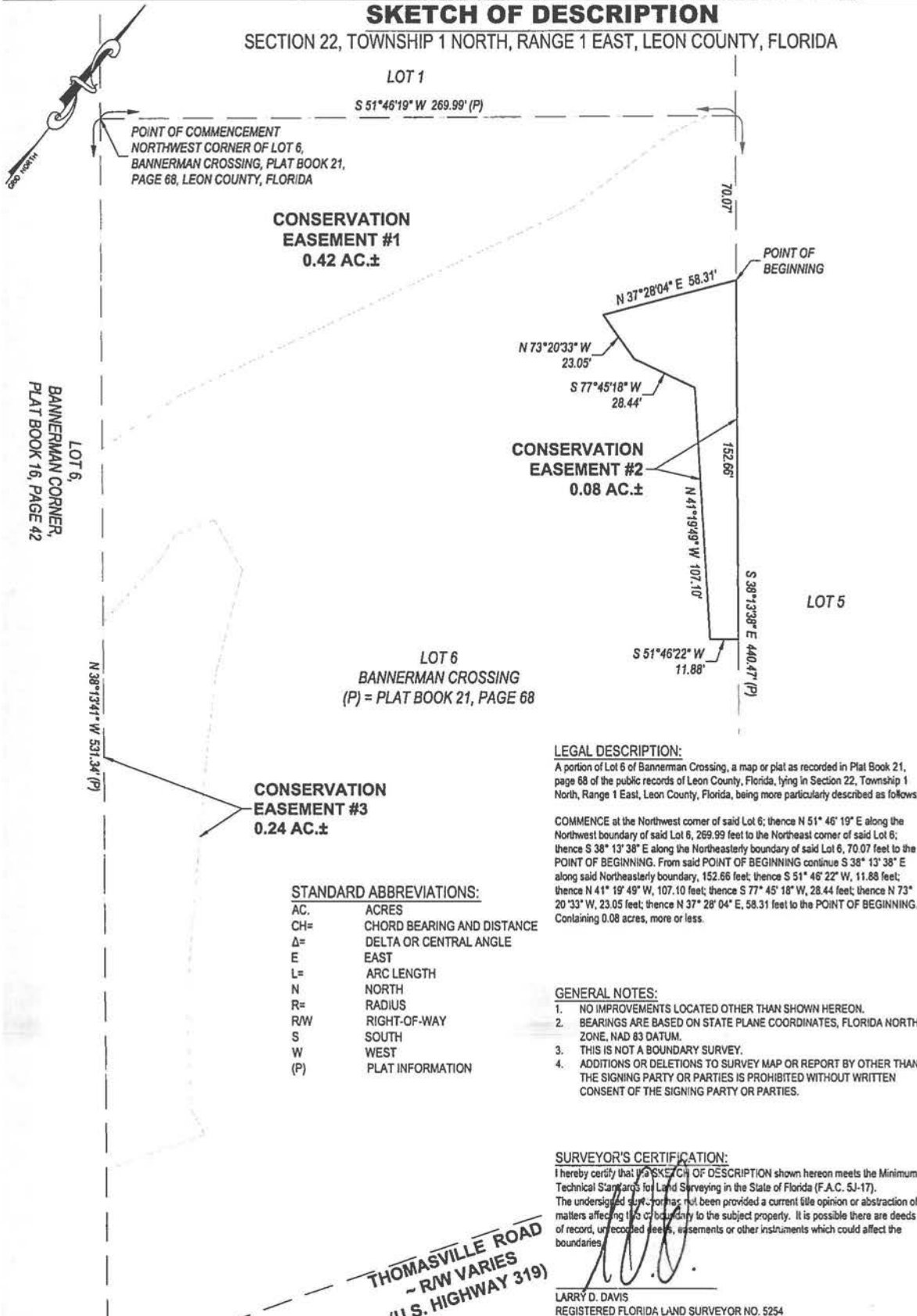


1 inch = 50 ft.



SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



LEGAL DESCRIPTION:

A portion of Lot 6 of Bannerman Crossing, a map or plat as recorded in Plat Book 21, page 68 of the public records of Leon County, Florida, lying in Section 22, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Lot 6; thence N 51° 46' 19" E along the Northwest boundary of said Lot 6, 269.99 feet to the Northeast corner of said Lot 6; thence S 38° 13' 38" E along the Northeastly boundary of said Lot 6, 70.07 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue S 38° 13' 38" E along said Northeastly boundary, 152.66 feet; thence S 51° 46' 22" W, 11.88 feet; thence N 41° 19' 49" W, 107.10 feet; thence S 77° 45' 18" W, 28.44 feet; thence N 73° 20' 33" W, 23.05 feet; thence N 37° 28' 04" E, 58.31 feet to the POINT OF BEGINNING. Containing 0.08 acres, more or less.

STANDARD ABBREVIATIONS:

AC.	ACRES
CH=	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
L=	ARC LENGTH
N	NORTH
R=	RADIUS
RW	RIGHT-OF-WAY
S	SOUTH
W	WEST
(P)	PLAT INFORMATION

GENERAL NOTES:

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2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
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4. ADDITIONS OR DELETIONS TO SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATION:

I hereby certify that this SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned surveyor has not been provided a current title opinion or abstraction of matters affecting this or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

<p>© Moore Bass Consulting</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 INFORMATION PURPOSES ONLY AND IS NOT VALID</p>		<p>The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.</p>		<p>FILE # 14.208</p> <p>CONTRACT # M42 003</p> <p>NOTEBOOK #</p> <p>DATE 2015.05.29</p>	<p>M42 003-SK-CONSERV.dwg</p> <p>ARCHIVE</p> <p>PAGE #</p> <p>DRAWN BY</p> <p>AJT</p>
<p>MOORE BASS CONSULTING, INC</p> <p>805 N. GADSDEN STREET</p> <p>TALLAHASSEE, FL 32303 (850) 222-5878</p> <p>CERTIFICATE OF AUTHORIZATION No. 00007244</p>	<p>CLIENT NAME</p> <p>Zaxby's Central Office</p>	<p>PROJECT NAME</p> <p>Zaxby's - Banneman</p>	<p>SHEET TITLE</p> <p>SKETCH OF DESCRIPTION (CONSERVATION EASEMENT #2)</p>	<p>Page 59 of 366</p>	<p>Posted at 2:30 p.m. on November 9, 2015</p>

GRAPHIC SCALE



1 inch = 50 ft.



SKETCH OF DESCRIPTION

SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

LOT 1

S 51°46'19" W 269.99' (P)

POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 6,
BANNERMAN CROSSING, PLAT BOOK 21,
PAGE 68, LEON COUNTY, FLORIDA

**CONSERVATION
EASEMENT #1
0.42 AC.±**

**CONSERVATION
EASEMENT #2
0.08 AC.±**

LOT 6,
BANNERMAN CORNER,
PLAT BOOK 16, PAGE 42

LOT 5

LOT 6
BANNERMAN CROSSING
(P) = PLAT BOOK 21, PAGE 68

**CONSERVATION
EASEMENT #3
0.24 AC.±**

STANDARD ABBREVIATIONS:

AC.	ACRES
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E	EAST
L=	ARC LENGTH
N	NORTH
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R/W	RIGHT-OF-WAY
S	SOUTH
W	WEST
(P)	PLAT INFORMATION

LEGAL DESCRIPTION:

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COMMENCE at the Northwest corner of said Lot 6; thence S 38° 13' 41" E along the Southwesterly boundary of said Lot 6, 214.31 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence N 04° 09' 59" E, 36.42 feet; thence N 07° 06' 22" W, 12.01 feet; thence N 31° 15' 10" E, 17.87 feet; thence S 66° 39' 09" E, 24.61 feet; thence S 23° 30' 14" E, 44.82 feet; thence S 31° 20' 54" E, 47.23 feet; thence S 33° 26' 06" E, 95.21 feet; thence S 40° 41' 30" E, 44.85 feet; thence S 65° 17' 57" E, 12.04 feet; thence S 32° 15' 55" W, 44.15 feet to said Southwesterly boundary of Lot 6; thence N 38° 13' 41" W along said Southwesterly boundary, 233.60 feet to the POINT OF BEGINNING. Containing 0.24 acres, more or less.

GENERAL NOTES:

1. NO IMPROVEMENTS LOCATED OTHER THAN SHOWN HEREON.
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3. THIS IS NOT A BOUNDARY SURVEY.
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SURVEYOR'S CERTIFICATION:

I hereby certify that the SKETCH OF DESCRIPTION shown hereon meets the Minimum Technical Standards for Land Surveying in the State of Florida (F.A.C. 5J-17). The undersigned Surveyor has not been provided a current title opinion or abstraction of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

LARRY D. DAVIS
REGISTERED FLORIDA LAND SURVEYOR NO. 5254

THOMASVILLE ROAD
~ R/W VARIES
(U.S. HIGHWAY 319)

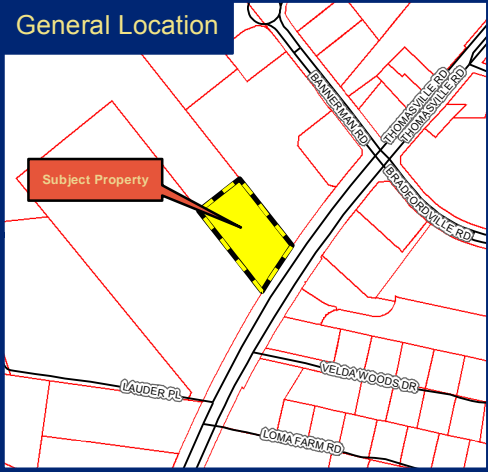
MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 722-5878 CERTIFICATE OF AUTHORIZATION No. 0002745	CLIENT NAME Zaxby's Central Office	PROJECT NAME Zaxby's - Banneman	FILE #	14-208	M42 003-SK-CONSERV.dwg
			CONTRACT #	M42 003	ARCHIVE
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.			NOTEBOOK #		PAGE #
			DATE	2915.05.29	DRAWN BY
					AJT

LEON COUNTY
DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT

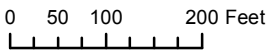


Proposed Conservation Easement
from Demerville, Inc. for the Zaxby's
at Bannerman Crossing

General Location



1 inch = 200 Feet



Legend

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

The block contains the Tallahassee-Leon County GIS logo, the official seal of Leon County, Florida, and a disclaimer note.

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

November 17, 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 November 17, 2015 and Pre-Approval of Payment of Bills and Vouchers for the Period of November 18 through December 7, 2015

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

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for November 17, 2015, and pre-approve the payment of bills and vouchers for the period of November 18 through December 7, 2015.

Report and Discussion

This agenda item requests Board approval of the payment of bills and vouchers submitted for approval November 17, 2015 and pre-approval of payment of bills and vouchers for the period of November 18 through December 7, 2015. The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the November 17, 2015 meeting, the morning of Monday, November 16, 2015. If for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

Due to the Board not holding a regular meeting until Tuesday December 8, 2015, it is advisable for the Board to pre-approve payment of the County's bills for November 18 through December 7, 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 November 17, 2015, and pre-approve the payment of bills and vouchers for the period of November 18 through December 7, 2015.
2. Do not approve the payment of bills and vouchers submitted for November 17, 2015, and pre-approve the payment of bills and vouchers for the period of November 18 through December 7, 2015.
3. Board direction.

Recommendation:

Option #1.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #7

Leon County Board of County Commissioners

Cover Sheet for Agenda #7

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of FY 2015 Year End Budget Adjustments to Close Out the State Housing Initiative Partnership Grants

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

Fiscal Impact:

This item has a fiscal impact. This item provides necessary year-end budget adjustments to close out two State Housing Initiative Partnership grants.

Staff Recommendation:

Option #1: Approve the Resolution and associated Budget Amendment Request for the State Housing Initiative Partnership grants FY 2015 year-end budget adjustment (Attachment #1).

Report and Discussion

Background:

Annually, the Office of Management and Budget brings before the Board final year-end budget adjustments necessary to realign budgeted funds to meet expenditure obligations for the fiscal year.

Analysis:

An appropriation of \$38,749 is required to balance two State Housing Initiative Partnership (SHIP) accounts for FY 2015.

Options:

1. Approve the Resolution and associated Budget Amendment Request for the State Housing Initiative Partnership grants FY 2015 year-end budget adjustment.
2. Do not approve Resolution and associated Budget Amendment Request for the State Housing Initiative Partnership grants FY 2015 year-end budget adjustment.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. Resolution and associated Budget Amendment Request

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2015/2016; and,

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

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

Adopted this 17th day of November 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

**FISCAL YEAR 2014/2015
BUDGET AMENDMENT REQUEST**

No: BAB15036
Date: 11/2/2015

Agenda Item No: _____
Agenda Item Date: 11/17/2015

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail:

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	932046	345150	000	SHIP - Doc Stamps Recapture	-	34,714	34,714
125	932046	361111	000	Pool Interest Allocation	-	3,000	3,000
Subtotal:						37,714	

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	932046	585000	554	Housing Rehabilitation	168,640	37,714	206,354
Subtotal:						37,714	

Revenues

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	932045	345100	000	SHIP - Doc Stamps	6,176	480	6,656
125	932045	361111	000	Pool Interest Allocation	-	555	555
Subtotal:						1,035	

Expenditures

Account Information				Title	Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog				
125	932045	585000	554	Housing Rehabilitation	6,176	1,035	7,211
Subtotal:						1,035	

Purpose of Request:

This year budget adjustment appropriates additional revenue received to close out the State Housing Initiative Partnership (SHIP) grants: \$37,714 for SHIP 2013-2016 and \$1,035 for SHIP 2013-2015.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

**Leon County
Board of County Commissioners**


Notes for Agenda Item #8

Leon County Board of County Commissioners

Cover Sheet for Agenda #8

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Revised Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid and the Florida Department of Agriculture and Consumer Services Arthropod Control Budget Amendment

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director of Public Works
Lead Staff/ Project Team:	Dale Walker, Director of Operations Glen Pourciau, Stormwater Superintendent

Fiscal Impact:

This item is associated with a State grant that requires that excess funds budgeted for the control of mosquitoes and other arthropods shall be carry-forward at the end of the County's fiscal year, and budgeted for such control measures the following fiscal year. The amount of the carry-forward for FY15-16 is \$37,057. Additionally, this item includes a Revised Detailed Work Plan Budget. The additional funds noted in this item are contemplated in the FY 2015 Carry Forward approved by the Board on October 27, 2015.

Staff Recommendation:

- Option #1: Approve the Revised Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid (Attachment #1), and authorize the Chairman to execute.
- Option #2: Approve the Florida Department of Agriculture and Consumer Services Arthropod Control Budget Amendment recognizing the carry-forward amount of \$37,057 (Attachment #2), and authorize the Chairman to execute.

Report and Discussion

Background:

Since the late 1950's, Leon County has received State funds for mosquito control. The anticipated funding is included in the Leon County annual budget each year and supports several mosquito control functions. Board review of State funding occurs during budget workshops and public hearings. Again, this year, the Department of Agriculture and Consumer Services (DACS) required that the signed Detailed Work Plan Budget be submitted to its office by July 15, 2015, without exception.

The FY16 Detailed Work Plan Budget was approved by the Board during its May 12, 2015 meeting. The signed document was delivered to the State on May 21, 2015.

Analysis:

On September 19, 2015, the Division received notice from the State that the FY16 Detailed Work Plan Budget needed to be revised to meet new reporting criteria and resubmitted to the State.

In addition, Florida Statutes 388.311 requires that excess funds budgeted for the control of mosquitoes and other arthropods shall be carry-forward at the end of the County's fiscal year, and budgeted for such control measures the following fiscal year. The unexpended FY14-15 grant funds total \$37,057. The Arthropod Control Budget Amendment realizes the \$37,057 of carry-forward funds into the FY 15-16 budget.

Options:

1. Approve the Revised Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid (Attachment #1), and authorize the Chairman to execute.
2. Approve the Florida Department of Agriculture and Consumer Services Arthropod Control Budget Amendment recognizing the carry-forward amount of \$37,057 (Attachment #2), and authorize the Chairman to execute.
3. Do not approve the Revised Detailed Work Plan Budget for Florida Department of Agriculture and Consumer Services Arthropod/Mosquito Control State Aid and do not approve the Arthropod Control Budget Amendment for the FY16 grant.
4. Board direction.

Recommendations:

Options #1 and #2.

Attachments:

1. Revised Detailed Work Plan Budget
2. Florida Department of Agriculture and Consumer Services Arthropod Control Budget Amendment



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL: DATE:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16	PREPARED BY: Glen Pourciau, Stormwater Superintendent DATE: 10/27/2015
APPROVED BY: Mosquito Control Program DATE:	COUNTY or DISTRICT Leon <small>AUTHORITY CHAPTER 388.341, F.S</small>	APPROVED BY: _____ <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small> DATE:

PAGE 1 OF 5					TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)			634,256	634,256									
334.1	State Grant			31,540		31,540								
362	Equipment Rentals													
337	Grants and Donations													
361	Interest Earnings													
364	Equipment and/or Other Sales													
369	Misc./Refunds (prior yr expenditures)													
380	Other Sources													
389	Loans													



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR
DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16	PREPARED BY: Glen Pourciau, Stormwater Superintendent
DATE: _____		DATE: 10/27/2015
APPROVED BY: _____ Mosquito Control Program	COUNTY or DISTRICT Leon AUTHORITY: CHAPTER 388.341, F.S.	APPROVED BY: _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: _____		DATE: _____

PAGE 2 OF 5						TO BE PAID FROM				PROGRAM ELEMENTS			
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL					
EXPENDITURES													
10	Personal Services												
	Regular Salary & Wages.												
12	Administrative Assoc. III - 720004			31,574	31,574		31,574						
12	Mosquito Control Supervisor-722020			43,227	43,227		43,227						
12	Sr. Mosquito Control Tech-723008			31,134	31,134		31,134						
12	Mosquito Control Technician-723007			23,069	23,069		23,069						
12	Mosquito Control Technician-723009			27,703	27,703		27,703						
13	Consolidated Mosquito Control OPS staff			84,705	84,705		84,705						
12	216OPS - COLA01			2,541	2,541		2,541						
14	Overtime			11,000	11,000		11,000						
	Total			254,953	254,953		254,953						
20	Personal Services Benefits												
21	FICA Taxes			18,760	18,760		18,760						
22	Deferred Compensation			655	655		655						
22	Retirement			16,564	16,564		16,564						
23	Life & Health Insurance			41,665	41,665		41,665						
25	Worker's Compensation			16,223	16,223		16,223						
	Total			93,867	93,867		93,867						
30	Operating Expense												
34	Uniforms			3,276	3,276		3,276						
34	Aerial Larviciding Contract			26,640	26,640		26,640						
	Total			29,916	29,916		29,916						
40	Travel & Per Diem												
40	Dodd short Courses			5,956	3,406	2,550	5,956						
	Total			5,956	3,406	2,550	5,956						
41	Communication Serv												
41	Cell Telephones charges			240	240		240						
41	Wireless Connection for Laptops			6,888	6,888		6,888						
41	Phone System Allocation			920	920		920						
	Total			8,048	8,048		8,048						
42	Freight Services												
42	Postage, Freight			2,000	2,000		2,000						
	Total			2,000	2,000		2,000						



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

**FOR COUNTY OR
DISTRICT USE ONLY**

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16	PREPARED BY: Glen Pourciau, Stormwater Superintendent
DATE: _____		DATE: 10/27/2015
APPROVED BY: _____ Mosquito Control Program	COUNTY or DISTRICT Leon AUTHORITY: CHAPTER 388.341, F.S.	APPROVED BY: _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE: _____		DATE: _____

PAGE 3 OF 5						TO BE PAID FROM				PROGRAM ELEMENTS			
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL					
	EXPENDITURES												
43	Utility Service												
43	Used Tire Recycling Program			4,800	4,800		4,800						
	Total			4,800	4,800		4,800						
44	Rentals & Leases												
				-									
45	Insurance												
45	Vehicle			9,963	9,963		9,963						
45	Helicopter Hull & Liability Insurance			8,333	8,333		8,333						
	Total			18,296	18,296		18,296						
46	Repairs & Maintenance												
46.2	Maintenance of Automotive Equipment			14,468	14,468		14,468						
46.4	Maintenance of Other Equipment			3,228	3,228		3,228						
	Total			17,696	17,696		17,696						
47	Printing and Binding												
48	Promotional Activities												
48	Printing for Educational Materials			2,335	1,835	500	2,335						
48	Production Cost Television PSA			7,400	4,000	3,400	7,400						
	Total			9,735	5,835	3,900	9,735						
49	Other Charges												
51	Office Supplies												
51	Office Supplies for MC Director & Staff			1,326	1,326		1,326						
	Total			1,326	1,326		1,326						
52.1	Gasoline/Oil/Lube												
52.1	Gasoline & Diesel			27,960	27,960		27,960						
	Total			27,960	27,960		27,960						
52.2	Chemicals												
52.2	Bti Granules - EPA # 62637-3			68,298	54,165	14,133	68,298						
52.2	Vectolex CG - EPA # 73049-20			27,949	16,992	10,957	27,949						
52.2	Anvil - EPA # 1021-1688-8329			50,116	50,116		50,116						
52.2	Anvil Price Increase - EPA # 1021-1688-8329			12,500	12,500		12,500						
52.2	Permanone RTU - EPA # 769-982			9,000	9,000		9,000						
	Total			167,863	142,773	25,090	167,863						



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR
DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16	PREPARED BY: Glen Pourciau, Stormwater Superintendent
DATE:		DATE: 10/27/2015

APPROVED BY: Mosquito Control Program	COUNTY or DISTRICT Leon AUTHORITY: CHAPTER 388.341, F.S.	APPROVED BY: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
DATE:		DATE:

PAGE 4 OF 5						TO BE PAID FROM				PROGRAM ELEMENTS			
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL					
EXPENDITURES													
52.3	Protective Clothing												
52.3	Safety Supplies			3,600	3,600		3,600						
	Total			3,600	3,600		3,600						
52.4	Misc. Supplies												
52.4	Dry Ice			4,000	4,000		4,000						
52.4	Tools and Small Implements			2,272	2,272		2,272						
52.4	Domestic Surveillance Supplies			808	808		808						
52.4	Mosquitofish Supplies			4,000	4,000		4,000						
52.4	WNV/EEE Surveillance Supplies			8,400	8,400		8,400						
	Total			19,480	19,480		19,480						
52.5	Tools & Implements												
				-			-						
54	Publications & Dues												
54	FL Mosquito Control Assoc. for Staff			300	300		300						
	Total			300	300		300						
55	Training												
				-			-						
60	Capital Outlay												
	Capital Outlay			-			-						
71	Principal												
72	Interest												
81	Aids to Government Agencies												
83	Other Grants and Aids												
89	Contingency (Current Year)												
99	Payment of Prior Year Accounts												
TOTALS				665,796	634,256	31,540	665,796						



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

**FOR COUNTY OR
DISTRICT USE ONLY**

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL: _____ DATE: _____	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16	PREPARED BY: Glen Pourciau, Stormwater Superintendent DATE: 10/27/2015
APPROVED BY: _____ Mosquito Control Program DATE: _____	COUNTY or DISTRICT: Leon <small>AUTHORITY: CHAPTER 388 341, F. S.</small>	APPROVED BY: _____ <small>CHAIRMAN, BOARD OF COUNTY COMMISSIONERS</small> DATE: _____

PAGE **5** OF **5** TO BE PAID FROM PROGRAM ELEMENTS

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM			PROGRAM ELEMENTS									
					LOCAL	STATE	GENERAL EXPENSE	CAPITAL									
	RESERVES																
0.001	Reserves - Future Capital Outlay																
0.002	Reserves - Self-Insurance																
0.003	Reserves - Cash Balance to be Carried Forward																
0.004	Reservies - Sick and Annual Leave Trans Out																

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

Section 388.361, F.S. and 5E-13.027, F.A.C.
Telephone (850) 617-7995 Fax (850) 617-7969

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 1 Fiscal Year: 2015-2016 Date: 11/17/2015
Amending: Local Funds State Funds X (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for LEON District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 31,540.00	\$ -	\$ 31,540.00	\$ 37,057.00	\$ -	\$ 68,597.00

NAME SOURCE OF INCREASE: (Explain Decrease)

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ -	\$ -	\$ -	\$ -
334.1	State Grant	\$ 31,540.00	\$ -	\$ -	\$ 31,540.00
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ -	\$ -	\$ -	\$ -
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 31,540.00	\$ -	\$ -	\$ 31,540.00
Beginning Fund Balance		\$ -	\$ 37,057.00	\$ -	\$ 37,057.00
Total Budgetary Receipts & Balances		\$ 31,540.00	\$ 37,057.00	\$ -	\$ 68,597.00

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ -	\$ -	\$ -	\$ -
20	Personal Services Benefits	\$ -	\$ -	\$ -	\$ -
30	Operating Expense	\$ -	\$ -	\$ -	\$ -
40	Travel & Per Diem	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00
41	Communication Services	\$ -	\$ -	\$ -	\$ -
42	Freight Services	\$ -	\$ -	\$ -	\$ -
43	Utility Service	\$ -	\$ -	\$ -	\$ -
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ -	\$ -	\$ -	\$ -
46	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
47	Printing and Binding	\$ 500.00	\$ -	\$ -	\$ 500.00
48	Promotional Activities	\$ 3,400.00	\$ -	\$ -	\$ 3,400.00
49	Other Charges	\$ -	\$ -	\$ -	\$ -
51	Office Supplies	\$ -	\$ -	\$ -	\$ -
52.1	Gasoline/Oil/Lube	\$ -	\$ -	\$ -	\$ -
52.2	Chemicals	\$ 25,090.00	\$ -	\$ -	\$ 25,090.00
52.3	Protective Clothing	\$ -	\$ -	\$ -	\$ -
52.4	Misc. Supplies	\$ -	\$ -	\$ -	\$ -
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ -	\$ -	\$ -	\$ -
55	Training	\$ -	\$ -	\$ -	\$ -
60	Capital Outlay	\$ -	\$ 37,057.00	\$ -	\$ 37,057.00
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ -	\$ -	\$ -	\$ -
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 31,540.00	\$ 37,057.00	\$ -	\$ 68,597.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 31,540.00	\$ 37,057.00	\$ -	\$ 68,597.00
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -

APPROVED: _____
Chairman of the Board, or Clerk of Circuit Court

DATE _____

APPROVED: _____
Mosquito Control Program

**Leon County
Board of County Commissioners**


Notes for Agenda Item #9

Leon County Board of County Commissioners

Cover Sheet for Agenda #9

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of Resolution of Intent and Lease Agreement with Wildwood Preservation Society to Operate the Museum and Education Center at Fred George Greenway and Park

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Kathy Burke, P.E., Acting Director, Department of Public Works
Lead Staff/ Project Team:	Leigh Davis, Director of Parks & Recreation

Fiscal Impact:

This item has no fiscal impact to the County. The Agreement stipulates use of the museum and education center at no cost to Wildwood Preservation Society, Inc., a nonprofit corporation, (WPS) in exchange for their services to provide monthly, educational programs as stipulated in the Fred George Basin Greenway Management Plan.

Staff Recommendation:

Option #1: Approve the Resolution of Intent and Lease Agreement with Wildwood Preservation Society to operate the museum and education center at the Fred George Greenway and Park (Attachments #1 and #2), and authorize the County Administrator to execute.

Report and Discussion

Background:

In 2009, the County, using funding from Florida Communities Trust (FCT) and Blueprint 2000, acquired four contiguous parcels (approx. 160 acres) now known as the Fred George Greenway and Park. As part of the grant requirements and acquisition, Tallahassee-Leon County Planning Department prepared the necessary Fred George Basin Greenway Management Plan (the Plan).

The Plan specifically called for the creation of a museum and nature center, and for the WPS to be the entity that would provide monthly educational classes on archeology, wildlife biology, hydrology, geology, and other subjects relating to the site. Furthermore, the Plan originally stipulated that “all improvements to the Maples house and its maintenance will be provided by the WPS”. In 2011, however, County staff determined that due to its deteriorated condition, the Maples house should be demolished, and the other residential structure on the property should be renovated to house the museum and nature center.

With an influx of additional funding from Blueprint 2000 in 2012 for park construction, the County then agreed to fund all of the renovation costs for the museum and nature center as part of the phased-in development of the park.

In 2014, staff began working with WPS on a lease agreement. At that time it was determined that the WPS needed to renew/reestablish itself with the State as a nonprofit corporation prior to moving forward with the lease agreement. That has now been accomplished. With regard to leasing County-owned property, a statutory mechanism is provided in Section 125.38, Florida Statutes to allow for a lease to a non-profit corporation, organized for the purpose of promoting community interest and welfare, without advertising the property for lease to the highest bidder. WPS meets the statutory criteria for such a nonprofit corporation. In accordance with the statute, if the Board is satisfied that the leased property is not needed for County purposes it may be leased to WPS at such price as the Board may fix. A resolution must first be adopted by the Board to identify the application being made, the purpose for which the property is to be used, the price or rent to be paid, and the term of the lease.

Analysis:

Construction of the museum and nature center was completed in May 2015, and construction of the other park amenities including ballfields, a restroom, playground, new entrances and parking, and a separate passive trailhead are nearing completion. Approval of the Resolution and Lease Agreement will convey the museum and nature center to WPS and allow them to begin operations.

The Agreement calls for the County to maintain the building and the grounds with no rental fee to WPS in exchange for monthly educational classes/offerings to the public. In addition to the educational classes, WPS is responsible for providing all janitorial, telecommunication services, security monitoring services, and furnishings.

WPS and FCT have both reviewed the Lease Agreement and provided their respective concurrence with the terms and language.

Options:

1. Approve the Resolution of Intent and Lease Agreement with Wildwood Preservation Society to operate the museum and education center at the Fred George Greenway and Park (Attachments #1 and #2), and authorize the County Administrator to execute.
2. Do not approve the Resolution of Intent and Lease Agreement with Wildwood Preservation Society.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Resolution of Intent
2. Lease Agreement with Wildwood Preservation Society

VSL/KB/LD/lld

RESOLUTION 15-_____

**RESOLUTION OF INTENT TO LEASE SPACE, PURSUANT TO FLA. STAT. §125.38,
TO WILDWOOD PRESERVATION SOCIETY, INC., A NONPROFIT CORPORATION,
FOR MUSEUM AND EDUCATION FACILITY AT
FRED GEORGE BASIN GREENWAY AND PARK**

WHEREAS, in December 2009, the Board of County Commissioners (the “Board”) of Leon County, Florida (the “County”) completed the assemblage of four contiguous parcels with a combined acreage of approximately 160 acres for the future development, together with two previously acquired parcels, of the Fred George Basin Greenway and Park, as depicted in the site map attached hereto as **Exhibit “A”** (the “Park Property”); and

WHEREAS, the County has acquired the Park Property with partial funding from the Florida Communities Trust (“FCT”), and as part and condition of the FCT funding, the County provided, and FCT approved, the August 2009 Management Plan for the project site identified therein as FCT Project #07-102-FF7 (the “Management Plan”); and

WHEREAS, the County intends that the conservation and recreation values of the Park Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, Wildwood Preservation Society, Inc., a Florida nonprofit corporation (“WPS”) is a land and wildlife conservation group that was formed for the purpose of working with developers, property owners, conservation groups, and public officials to place the last remaining core of the Fred George Basin into conservation; and

WHEREAS, the Board has determined that it is in the County’s best interest for the Park Property to be a resource-oriented passive recreation and cultural greenway to include a staffed nature and cultural museum and educational facility comprising classroom and exhibit space, and a hands-on classroom for archaeological, ecological, hydrological, and zoological studies; and

WHEREAS, WPS has agreed to provide such museum and educational services at no cost to the County in exchange for the County providing the museum and educational facility at no cost to WPS; and

WHEREAS, in order to support the establishment of the Park Property as a resource-oriented passive recreation and cultural greenway and park, the Board has determined that it is in the County’s best interest to designate a vacant County facility for use by WPS as a museum and educational facility and to enter into an agreement to lease to WPS, rent free, such designated

County facility at the Park Property, as depicted in Premises map attached hereto as **Exhibit “B”** (the “Museum and Educational Facility”), in exchange for WPS providing operation and management services for such facility in accordance with the Management Plan to include, but not be limited to, (i) a hands-on classroom for monthly classes to be taught by trained professionals from the areas of archaeology, wildlife biology, hydrology, and geology, and (ii) exhibits depicting various characteristics found within the Fred George Basin including, but not limited to, surface to groundwater connections, fossils from karst areas, and materials from archaeological sites, along with photos and information on the numerous listed species present in the Fred George Basin (“Museum and Educational Services”); and

WHEREAS, WPS was formed as a nonprofit corporation in part for the purposes of being able to provide such Museum and Educational Services and that such provision of Museum and Educational Services represents a valid public purpose; and

WHEREAS, in order to assure that the intended conservation and recreation values of the Park Property be preserved and enhanced in accordance with the Management Plan, the Board has determined that it is in the County’s best interest to designate its vacant County facility at the Park Property for use as the Museum and Educational Facility; and

WHEREAS, the County and WPS are desirous of setting forth their understandings in a written lease agreement (“Lease”) regarding the use of the Museum and Educational Facility in accordance with the Management Plan; and

WHEREAS, the Board has determined that the Lease of the Museum and Educational Facility to WPS is required in order for WPS to provide its Museum and Educational Services, and that the Museum and Educational Facility is not needed for any other County purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, assembled in regular session this 17th day of November, 2015, that, pursuant to Section 125.38, Florida Statutes (2015), WPS is a corporation not for profit within the meaning of such Statute, and that the Museum and Educational Facility comprising approximately 3,425 square feet of interior Net Rentable Area together with an attached carport area of approximately 400 square feet and the adjacent outdoor area, located in the southwesterly portion of the Fred George Basin Greenway and Park, Tallahassee, Florida, as depicted on Exhibits “A” and “B” attached hereto (the “Premises”), shall be leased to WPS rent free, with the County responsible for the payment of all Operating Expenses except for janitorial services, telecommunication services,

security monitoring services, and furnishings for the Premises, in consideration of WPS's covenant and agreement to use the Premises as a Museum and Educational Facility, and to provide therein Museum and Educational Services in accordance with the Management Plan.

The term of the Lease shall be for five (5) years and shall commence on the date that WPS takes possession of the Premises. The initial five-year term of the Lease may be continued under the same terms and conditions for two (2) additional periods of five (5) years.

ADOPTED this 17th day of November, 2015.

LEON COUNTY, FLORIDA

By: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

By: _____

Approved as to Form:
Leon County Attorney's Office

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

Exhibit "A"

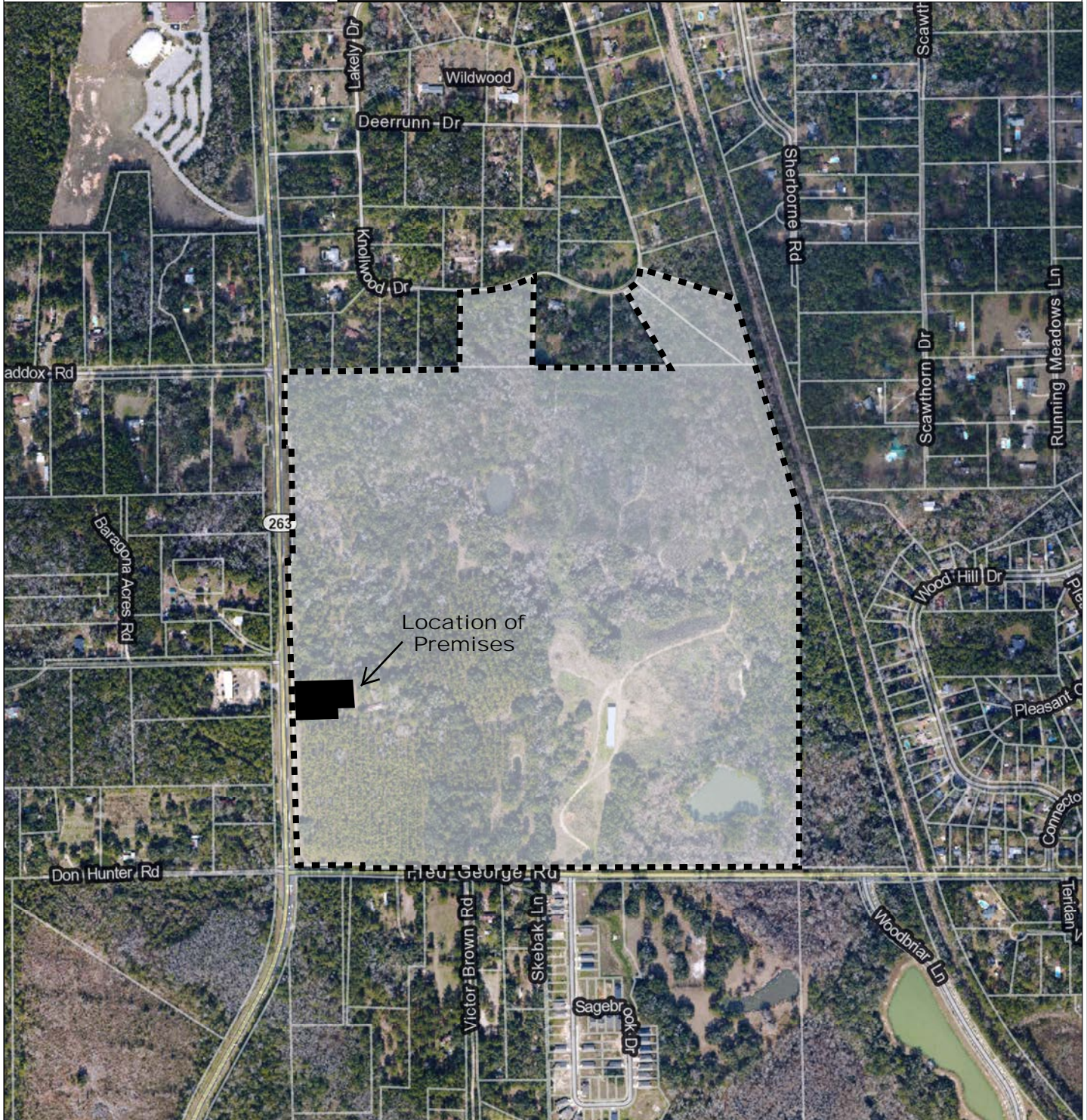
Attachment #1

315 S. Calhoun St
Tallahassee, FL 32301

Bert Hartsfield, CFA
Leon County Property Appraiser



Phone - (904) 408-6200
www.leonpa.org



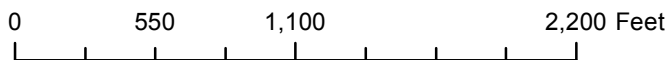
Fred George Greenway Park

Legend

Aerial Imagery Date: 2012

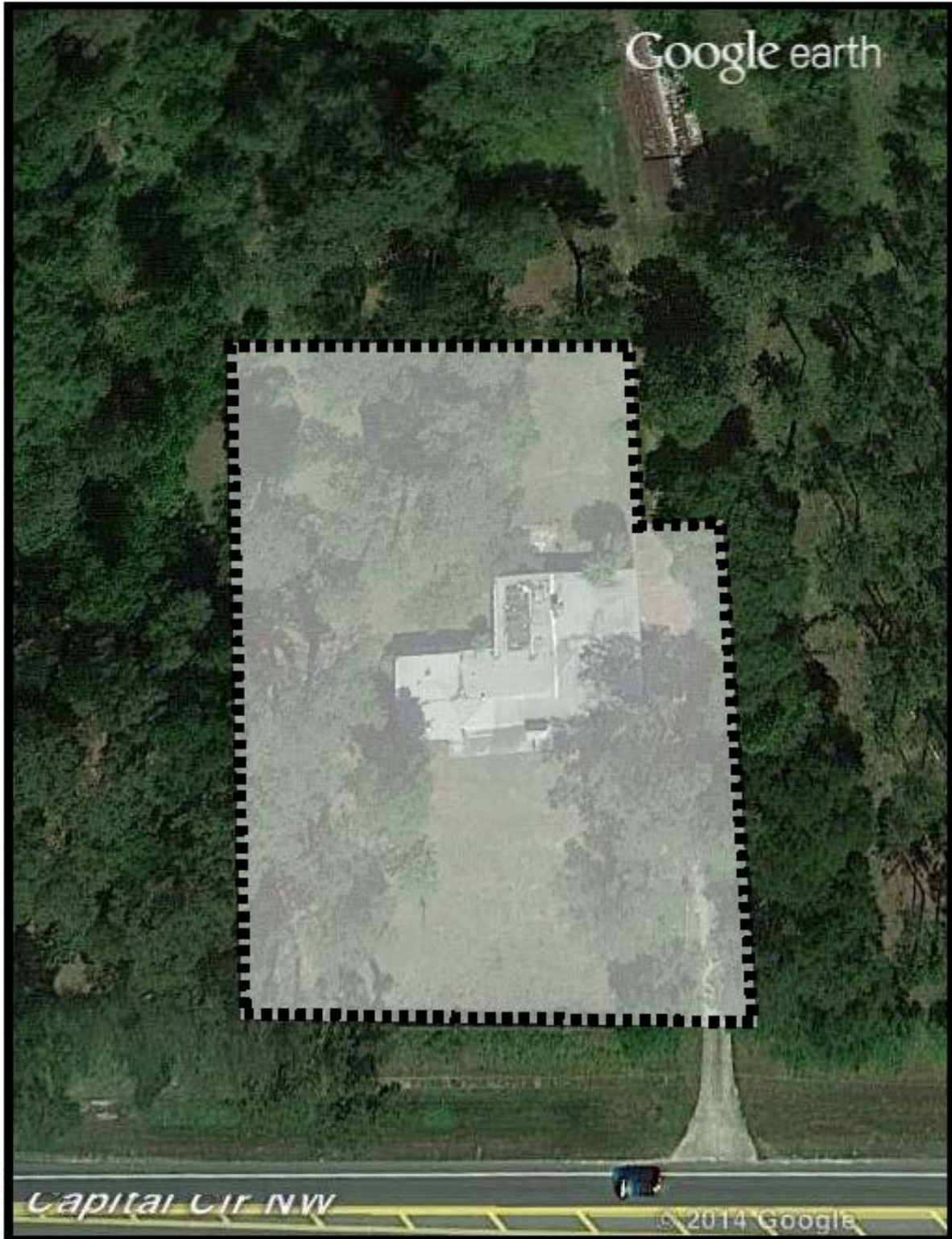
- Land Parcels
- Interstate
- Major Road
- Local Road


Date Drawn: Aug 11, 2014



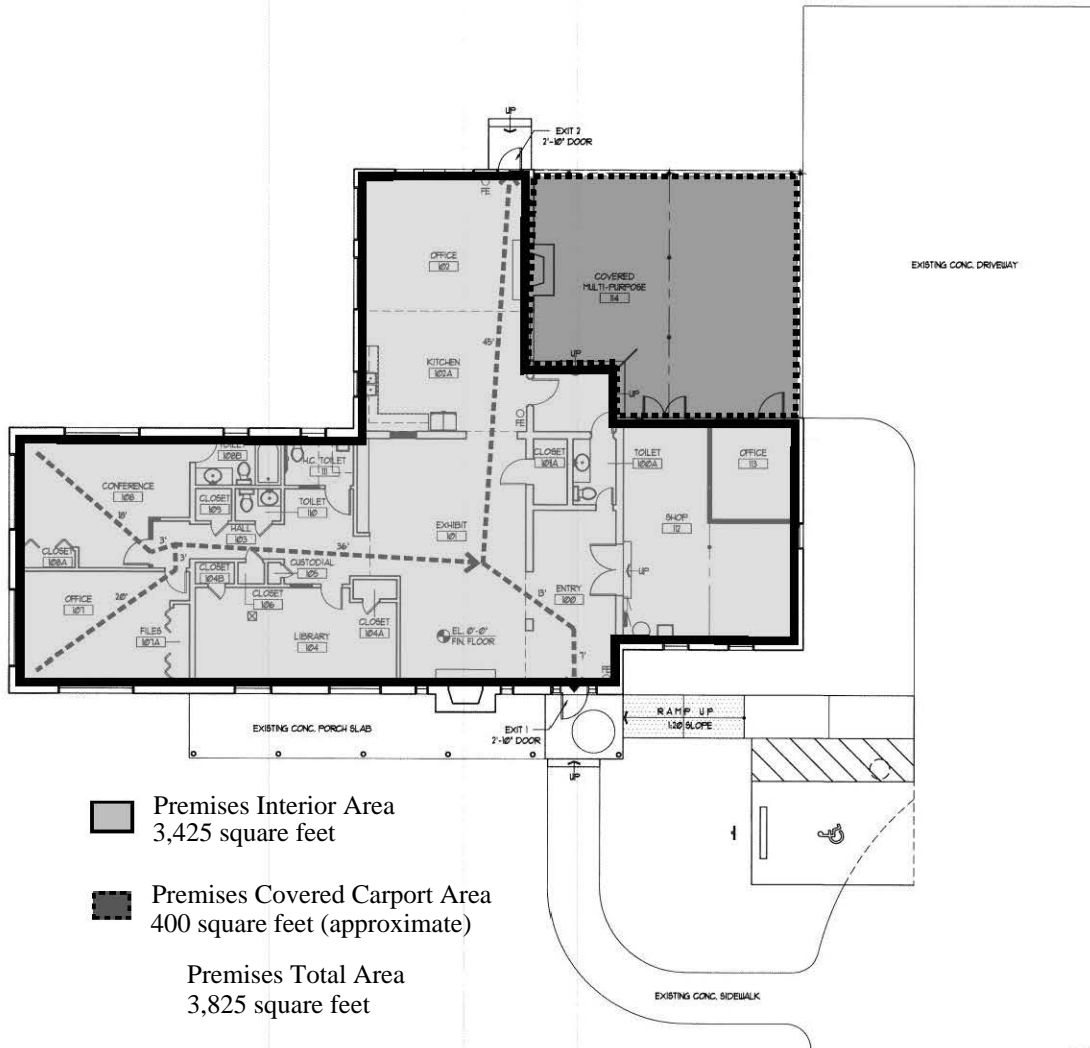
DISCLAIMER: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance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

Composite Exhibit "B"
Museum and Educational Facility



 Aerial Depiction of Premises

Museum and Educational Facility (interior Net Rentable Area and carport of Premises)



**MUSEUM AND EDUCATION FACILITY
LEASE AGREEMENT
(Fred George Basin Greenway and Park)**

THIS LEASE AGREEMENT (“Lease” or “Agreement”) is made as of the “Effective Date” (as defined in Section 1.1 below), by and between **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (the “County” or “Landlord”) and **WILDWOOD PRESERVATION SOCIETY, INC.**, a Florida nonprofit corporation (“Tenant” or “WPS”), whose mailing address is 3043 Capital Circle NW, Tallahassee, FL 32303 (hereinafter the County, as Landlord, and WPS, Tenant, may be referred to as “Party” individually or “Parties” collectively).

WITNESSETH:

WHEREAS, in December 2009, the County completed the assemblage of four contiguous parcels with a combined acreage of approximately 160 acres for the future development, together with two previously acquired parcels, of the Fred George Basin Greenway and Park, as depicted in site map attached hereto and incorporate herein as Exhibit “A” (the “Park Property”); and

WHEREAS, the County has acquired the Park Property with partial funding from the Florida Communities Trust (“FCT”), and the Park Property is subject to certain limitations provided in the FCT Grant Award Agreement (as restated in the Declaration of Restrictive Covenants, the Amendment I to the Declaration of Restrictive Covenants, and the Amendment II to the Declaration of Restrictive Covenants recorded respectively in O.R. Book 4031, Page 2073, O.R. Book 4060., Page 789, and O.R. Book 4096, Page 478, all in the Official Records of Leon County, Florida)(collectively, the “Grant Agreement”), the terms of which are collectively incorporated herein by reference; and

WHEREAS, as part and condition of the FCT funding, the County provided, and FCT approved, a management plan for the project site, a copy of which is attached hereto and incorporated herein as Exhibit “B” (the “Management Plan”); and

WHEREAS, FCT shall be notified of all leases, easements or other similar documents that affect Park Property funded by FCT; and

WHEREAS, the Grant Agreement’s restrictions on the FCT funded Park Property are superior to any other restrictions placed upon the Park Property; and

WHEREAS, the County intends that the conservation and recreation values of the Park Property be preserved and enhanced in accordance with the Management Plan, as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, WPS is a land and wildlife conservation group that was formed for the purpose of working with developers, property owners, conservation groups, and public officials to place the last remaining core of the Fred George Basin into conservation; and

WHEREAS, the County’s Board of County Commissioners (the “Board”) has determined that it is in the County’s best interest for the Park Property to be a resource-oriented passive recreation and cultural greenway to include a staffed nature and cultural museum and educational facility comprising classroom and exhibit space, and a hands-on classroom for archaeological, ecological, hydrological, and zoological studies; and

WHEREAS, WPS has agreed to provide such museum and educational services at no cost to the County in exchange for the County providing the museum and educational facility at no cost to WPS; and

WHEREAS, in order to support the establishment of the Park Property as a resource-oriented passive recreation and cultural greenway and park, the Board has determined that it is in the County’s best interest to designate a vacant County facility for use by WPS as a museum and educational facility and to enter into an agreement to lease to WPS, rent free, the designated County facility at the Park Property in exchange for WPS providing Museum and Educational Services (as that term is defined in Section 2.1.3 below); and

WHEREAS, WPS is a Florida nonprofit corporation that was formed in part for the purposes of being able to provide such Museum and Educational Services; and

WHEREAS, WPS, as Tenant, and the County, as Landlord, are desirous of setting forth their understandings in this written Lease Agreement regarding the use such designated County facility for providing the Museum and Educational Services; and

WHEREAS, all activities by the County and WPS shall be consistent with the Agreement and Management Plan;

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

Article 1.
Effective Date; Premises; Term

1.1. RECITALS. The recitals set forth above are true and correct and are incorporated into the terms of this Agreement.

1.2. EFFECTIVE DATE. The effective date of this Lease shall be the date upon which the last of the Parties executes the Lease (the "Effective Date").

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

1.3.1. "Park Property" means the 160-acre assemblage of four contiguous parcels, and the improvements contained thereon, located on northeast corner of Fred George Road and Capital Circle NW, identified by the Leon County Property Appraiser as Parcel ID's 2108206020000 and 2105150000 A0080, A0130, and A0140, and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

1.3.2. "Premises" means the converted residential structure together with the adjacent outdoor area located in the southwesterly portion of the Park Property adjacent to Capital Circle NW to be occupied exclusively by Tenant and depicted on Composite Exhibit "C" as the Museum and Education Facility.

1.3.3. "Common Areas" means the areas on the Park Property designated by Landlord, from time to time, for use in common by the members of the public, along with the tenants and visitors of the Park Property, such areas including, but not limited to, the recreational areas, parking areas, trails and trail head area, streets, driveways, aisles, sidewalks, curbs, delivery passages, and loading areas.

1.3.4. "Net Rentable Area" means the enclosed area within the Premises measured from the inside surface of the outer glass, finished column or exterior wall enclosing the Premises to the inside surface of the opposite outer glass, finished column or exterior wall.

1.4. PREMISES; HOURS OF ACCESS. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Landlord and Tenant acknowledge and agree that for all purposes with respect to this Lease (and notwithstanding any provisions of this Lease to the contrary), shall be deemed to be comprised of approximately Three Thousand Four Hundred Twenty-Five (3,425) square feet of interior Net Rentable Area together with an attached carport area of approximately Four Hundred (400) square feet. Except in the event of an emergency, Tenant shall have access to the Premises from 7:00 a.m. to 10:00 p.m., seven (7) days a week. Landlord and Tenant acknowledge and agree that, to the extent of any conflict with Section 13-66(c) of the Leon County Code of Laws providing for the normal hours of operation for all County parks, Landlord, through its County parks and grounds supervisor for the Park Property, hereby expressly establishes this provision as an exception to such normal hours of operation to allow Tenant access to the Premises as provided in this Section 1.4. In the event Tenant wishes to conduct a class outside of the hours authorized herein, Tenant shall first submit to Landlord's Director of Parks & Recreation for review a Special Event Reservation Request which, upon review, may or may not be granted at the Director's discretion.

1.5. **PROPERTY MANAGER.** As of the Effective Date of this Lease, the management services for the Park Property are provided by the Leon County Parks and Recreation Division, 2280 Miccosukee Road, Tallahassee, FL 32308 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

1.6. **COMMON AREAS.** Tenant, its employees, and the occupants and visitors of the Premises, shall have the nonexclusive right during the Term of this Lease to use the Common Areas subject to, and in accordance with, the terms and conditions set forth in Section 4.10.2 below.

1.7. **LEASE TERM.** The term of this Lease (the "Term") shall be for five (5) years. The Term shall commence on _____, 201__ (the "Commencement Date"). Tenant shall have no right to possession of the Premises until Tenant has provided Landlord with a certificate of insurance evidencing the insurance coverages that Tenant is obligated to maintain pursuant to this Lease.

1.8. **TENANT'S EARLY TERMINATION OPTION.** Tenant shall have the option, with no penalty or fee, to reduce the length of the Term to no less than ninety (90) days ("Early Termination Option") subject to the following conditions:

1.8.1. Tenant shall deliver to Landlord, no later than sixty (60) days prior to the proposed date of early termination ("Early Termination Date"), written notification of its intention to exercise its Early Termination Option and the date on which Tenant proposes as the Early Termination Date; and

1.8.2. as of the date Tenant exercises its Early Termination Option, no event of default (beyond the expiration of any applicable notice and cure period) shall exist under the Lease and no event to which Tenant has notice shall be occurring which, with the passage of time or the giving of notice (or both), would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.9. **LANDLORD'S EARLY TERMINATION OPTION.** Except as otherwise provided in Article 9 below in instances of a default by Tenant, Landlord shall have the option to terminate this Lease without cause and at its sole discretion; provided, however, that the effective date of such termination shall be no sooner than ninety (90) days after Tenant's receipt of Landlord's written notification of such termination. If Tenant fails to vacate the Premises after such termination by Landlord, such failure shall be deemed an event of default and Landlord shall have the remedies as provided in 9.2.2 below.

1.10. **ACCEPTANCE OF PREMISES; DATE OF POSSESSION.** Upon taking possession of the Premises, Tenant shall have an opportunity to inspect the mechanical, plumbing and electrical systems serving the Premises to ensure that said systems are in good working order prior to the Commencement Date of this Lease. Except as provided herein, or unless otherwise agreed upon in writing by the Parties, Tenant's continuation of its possession of the Premises after the Commencement Date of this Lease shall be conclusive evidence of Tenant's acceptance of the Premises in such as-is condition as of the Commencement Date, and acknowledgement that the Premises are in the condition called for hereunder and are suitable for the purposes for which the same are leased. Tenant further acknowledges that Landlord has made no warranties or representations as to either the condition or the suitability of the Premises in terms of the Required Use as specified in Section 4.1 below.

1.11. **CONTINUATION OF TERM.** The initial Term of this Lease may be continued with Landlord's written consent, which consent shall not be unreasonably withheld, for two (2) additional periods of five (5) years (hereinafter the "Continuation Period"), subject to the following conditions:

1.11.1. Tenant shall deliver to Landlord, no later than one hundred twenty (120) days prior to the expiration of the initial Term written notification of its desire to continue the initial Term (the "Continuation Notice"); provided, however, in the event Tenant fails to deliver a Continuation Notice to Landlord within the above timeframe, Landlord shall notify Tenant in writing. Tenant shall have ten (10) days after receipt of said notice from Landlord to deliver a Continuation Notice to Landlord, and in the event Tenant does not deliver a Continuation Notice to Landlord within said ten (10) day period, Tenant shall be deemed to have waived its right to continue this Lease as stated herein;

1.11.2. as of the date Tenant exercises the right to continue into the Continuation Period, no event of default (beyond the expiration of any applicable notice and cure period) exists under the Lease and no event to which Tenant has notice is occurring which with the passage of time or the giving of notice (or both) would be deemed an event of default (beyond the expiration of any applicable notice and cure period);

1.11.3. the covenants and conditions of this Lease in force during the initial Term, as the same may be modified from time to time, shall continue to be in effect during the Continuation Period; and

Article 2.

Base Rent; Sales and Use Tax; Additional Rent.

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

2.1.1. "Annual Rental Period" means a 12-month period proposed for occupancy of the Premises commencing on the Commencement Date and continuing thereafter on each anniversary of the Commencement Date.

2.1.2. "Base Rent Amount" means the rent amount payable per Annual Rental Period for the use of the Premises, exclusive of Operating Expenses (as defined in Section 3.2 below), Sales and Use Tax (as defined in Section 2.3 below), and Additional Rent (as defined in Section 2.4 below).

2.1.3. "Museum and Educational Services" means the management and operation of a museum and educational facility on the Premises in accordance with the Management Plan to include, but not be limited to, (i) a hands-on classroom for monthly classes to be taught by trained professionals from the areas of archaeology, wildlife biology, hydrology, and geology, and (ii) exhibits depicting various characteristics found within the Fred George Basin including, but not limited to, surface to groundwater connections, fossils from karst areas, and materials from archaeological sites, along with photos and information on the numerous listed species present in the Fred George Basin.

2.1.4. "Business Day," as it applies to a notice requirement or other such deadline in this Lease, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday (as hereinafter defined). Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's hours of operation.

2.1.5. "Holiday," as it applies to a notice requirement or other such deadline in this Lease, means any of the following days on which the County's Board of County Commissioners close for business in observance of a holiday: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday. Notwithstanding anything herein to the contrary, Tenant shall not be prohibited from opening the Premises to the general public at any time during Tenant's business hours.

2.2. BASE RENT. In consideration of Tenant's covenant to provide Museum and Educational Services in accordance with Section 4.1 below, Tenant shall be entitled to the use of the Premises rent free and, as such, the Base Rent Amount shall be Zero and 00/100 Dollars (\$0.00).

2.3. SALES AND USE TAX. Tenant agrees to pay any and all rental, sales, or use taxes levied by any governmental body for the use or occupancy of the Premises (hereinafter "Sales and Use Tax").

2.4. ADDITIONAL RENT. All charges, other than Base Rent and Sales and Use Tax, payable by Tenant under the terms of this Lease shall hereinafter be referred to as "Additional Rent." Unless this Lease provides otherwise, any Additional Rent shall be paid together with any Sales and Use Tax.

2.5. PAYMENT OF RENT. The terms Base Rent Amount, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent." Any payment of Rent shall be made payable to Landlord and be delivered on the first (1st) day of each Annual Rental Period of the Term, without demand, set off or deduction, on Landlord's behalf to Leon County Board of County Commissioners, P.O. Box 864441, Orlando, FL 32886-4441, or such other address as Landlord directs in writing.

2.6. LATE CHARGES. If, within ten (10) days after its due date, any Rent payment or other payment due under this Lease is not delivered to Landlord as provided in Section 2.5 above, Tenant shall pay, in addition to such payment, a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and 00/100 Dollars (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of twelve percent (12%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord ("Default Rate").

Article 3.
Operating Expenses; Full Service Lease.

3.1. FULL SERVICE LEASE. This is a "Full Service Lease" which means that Rent includes, in addition to Tenant's right to the possession and use of the Premises, Landlord's payment of all Operating Expenses; provided, however, that such Operating Expenses do not include janitorial services, Telecommunication Services (as that term is defined in Section 10.1.1 below), security monitoring services, or furnishings for the Premises. Operating Expenses shall be payable by Landlord only to the extent provided in Section 3.2 below. As such, Tenant shall only be required to provide and pay for, in addition to any Rent that may be due, any amounts due for janitorial services, Telecommunication services, security monitoring services, and furnishings pursuant to Section 8.3 below.

3.2. OPERATING EXPENSES. Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement, and administration of the Premises and Common Areas, shall be considered "Operating Expenses" payable by Landlord including, but not limited to, the following:

3.2.1. all levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises and Common Areas, the equipment and improvements owned by Landlord therein contained;

3.2.2. insurance that Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance;

3.2.3. pest control for Common Areas and Premises, and landscaping;

3.2.4. a reasonable management fee;

3.2.5. the following utilities and services for the Premises and Common Areas: electricity, water, sewer, gas, and trash and debris collection;

3.2.6. wages and benefits payable to employees of Landlord and Landlord's property manager whose duties are directly connected with the operation and maintenance of the Premises or Common Areas; and

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

3.3. JANITORIAL, TELECOMMUNICATION SERVICES, SECURITY MONITORING SERVICES, AND FURNISHINGS DEEMED NOT TO BE OPERATING EXPENSES. Operating Expenses shall not include charges for janitorial services, Telecommunication Services, security monitoring services, or furnishings required, used, or consumed on the Premises, which charges shall be paid by Tenant in accordance with Section 8.3 below.

Article 4.
Use of Property; Required Use; Rules

4.1. **REQUIRED USE.** Tenant shall be required throughout the Term to use the Premises for activities and events in furtherance of the management and operation of a museum and educational facility (the "Required Use"), and that such Required Use shall be the sole use permitted on the Premises unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion. Furthermore, Landlord and Tenant acknowledge and agree that this Lease allows Tenant to have the exclusive use of the Premises for such Required Use rent free in consideration of Tenant's covenant to provide Museum and Educational Services in accordance with the terms of this Lease.

4.2. **APPOINTMENT OF AGENT.** The County hereby appoints and designates WPS as its agent in the management of the Premises. WPS accepts this appointment and agrees to perform in accordance herewith and with direction of the County.

4.3. **AGENT'S MANAGEMENT RESPONSIBILITIES.**

4.3.1. WPS shall be the exclusive agent of the County solely in relation to the management, development, and operation of the Premises. The relationship between the County and WPS shall not extend beyond this limited area and in no way authorizes WPS to convey, transfer, or lease any interest that the County may have on the Premises or the surrounding Park Property, or any personal property thereon, or enter into any contract on behalf of the County, except as set forth herein.

4.3.2. As the County's exclusive agent in relation to the management, development, and operation of the Premises, WPS agrees that it shall be responsible for employing and coordinating staff and volunteers necessary for operation of the Premises for the provision of Museum and Educational Services, as that term is defined in Section 2.1.3 above.

4.4. **COMPLIANCE WITH LAWS.**

4.4.1. **APPLICABLE LAWS.** For purposes of this Lease, the term "Applicable Laws" shall mean any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Park Property including, but not limited to, the following:

4.4.1.1. Chapter 13, Leon County Code of Laws, concerning Parks and Recreation, subject to the exception to Section 13-66(c) as provided in Section 1.4 above;

4.4.1.2. Policy No. 06-01, Board of County Commissioners Policy Manual, concerning Use and Scheduling of Parks and Recreational Facilities;

4.4.1.3. any Applicable Laws promulgated by the Board of Fire Underwriters; and

4.4.1.4. the Americans with Disabilities Act (the "ADA") and all Applicable Laws promulgated pursuant to the ADA.

4.4.2. **LANDLORD'S COMPLIANCE.** During the Term, Landlord shall be responsible for making any modifications to the Park Property, the Premises, and the Common Areas required pursuant to any Applicable Laws. Any such modifications made by Landlord pursuant to the provisions of this paragraph shall be at Landlord's expense.

4.4.3. **TENANT'S COMPLIANCE.** Subject to Landlord's obligations set forth in Section 4.2.2 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business on the Premises. In addition, Tenant warrants that its use of the Premises and Common Areas shall be in compliance with all Applicable Laws. Tenant shall not create a nuisance or use the Premises or Common Areas for any illegal or immoral purpose.

4.5. SIGNS. Tenant shall not place any signs on the Premises or the Park Property except with the prior written consent of Landlord, including consent as to location and design. The design, installation, and removal of any signs to be placed on or about the Premises or the Park Property shall be subject to the satisfaction of the following requirements:

4.5.1. The signs shall be in compliance with all Applicable Laws.

4.5.2. The Leon County seal (the "County Seal") may be required by Landlord to be prominently displayed on the interior and the exterior of the Premises. Notwithstanding its trademark protection, the appearance of the County Seal may be modified, upon the written approval of the Leon County Administrator, to accommodate Tenant's aesthetic design and branding of the Premises.

4.5.3. The signs shall be installed and shall be maintained by Tenant, at its sole cost and expense. Tenant shall remove any and all of its signs prior to termination of the Lease and, upon such removal, to repair all damage incident to such removal. Notwithstanding anything to the contrary herein, Landlord, at its sole cost, shall be responsible for any costs associated with any removal and reinstallation of Tenant's signage necessitated by any repairs or modifications to the Park Property performed by Landlord or otherwise undertaken at Landlord's direction.

4.6. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises. Landlord may on occasion, with prior written consent of Tenant, utilize the Premises for County business and/or events.

4.7. QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.8. PARKING. Tenant shall have the exclusive right to use designated parking spaces, as identified by Landlord, contained on the Premises for parking of no more than two vehicles by WPS staff or volunteers. In addition, Tenant shall have the right, in common with the members of the public, along with the tenants and visitors of the Park Property, to use the parking spaces contained within the Common Areas on a non-exclusive basis. Any and all motor vehicles (including all contents thereof) parked by Tenant, its employees, agents, and invitees in any space contained within the Park Property, shall be parked in such spaces at such persons' sole risk, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.9. RULES AND REGULATIONS. Tenant shall observe all rules and regulations as may be established by Landlord from time to time for the Park Property, including those contained in the Applicable Laws promulgated by Landlord as set forth in Sections 4.2.1.1 and 4.2.1.2 above. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Park Property or the Premises. In the event of any inconsistency between any provision of this Lease and the rules and regulations, the applicable Lease provision shall control.

4.10. HOURS OF OPERATION; USE OF COMMON AREAS.

4.10.1. Tenant's normal hours of operation for the Museum and Educational Facility shall be 9:00 a.m. to 5:00 p.m., Monday through Saturday, 12:30 p.m. to 5:00 p.m., Sunday, and closed on Thanksgiving Day, Christmas Eve and Christmas Day, and New Year's Day; provided, however, in accordance with Section 1.4 above, Tenant shall be allowed access to the Premises between the hours of 7:00 a.m. and 10:00 p.m., seven days a week, without seeking additional authorization from Landlord.

4.10.2. Except as agreed upon in writing by Landlord, Tenant’s use of the Common Areas of the Park Property for the provision of its Museum and Educational Services shall be subject to the Landlord’s applicable rules and regulations including, but not limited to, Chapter 13, Leon County Code of Laws, concerning Parks and Recreation, and Policy No. 06-01, Board of County Commissioners Policy Manual, concerning Use and Scheduling of Parks and Recreational Facilities.

**Article 5.
Tenant Improvements and Alterations.**

5.1. IMPROVEMENTS AND ALTERATIONS PROHIBITED. Tenant shall be prohibited from making any improvements or alterations to the Premises without the written approval of Landlord. Upon such written approval by Landlord, the payment for any such improvements or alterations, unless otherwise agreed upon in writing, shall be the responsibility of Tenant.

5.2. PROPERTY OF LANDLORD AT TERMINATION.

5.2.1. Landlord’s Property. Any additions, alterations, improvements, or other such changes to the Premises resulting from any improvements or alterations (“Changes to Premises”) shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant.

5.2.2. Not Landlord’s Property. Landlord and Tenant acknowledge and agree that list of items below in Section 5.2.2.1 comprises the entirety of equipment and trade fixtures that have been affixed to, or otherwise installed in, the Premises to be used in conjunction with the operation of Tenant’s business (“Tenant’s Business Equipment”). Tenant’s Business Equipment shall not become property of the Landlord and shall be removed by Tenant, at Tenant’s expense, upon the expiration or earlier termination of this Lease. Upon the removal of any Tenant’s Business Equipment, Tenant shall restore the Premises to which any such Tenant’s Business Equipment was affixed to the condition and use which existed at the time Tenant took possession, with all costs of such removal and restoration to be borne by Tenant. Nothing herein, however, shall be deemed to be a waiver of Landlord’s entitlement to a lien for rent, pursuant to Section 9.1 below, or a waiver of any of Landlord’s other remedies provided in Article 9 below.

5.2.2.1. The following items, to be listed upon the completion of the Tenant Improvements prior to the Commencement Date of this Lease, comprise the entirety of Tenant’s Business Equipment.

5.2.2.2. In the event that additional equipment and trade fixtures are installed on the Premises after the Effective Date of this Lease, Tenant shall provide notice to Landlord of such installation and this Lease shall thereafter be amended to include such additional items in the list of Tenant’s Business Equipment. In the absence of such notification by Tenant, the determination of such additional items as either Changes to Premises or Tenant’s Business Equipment shall be at the sole discretion of Landlord.

5.3. ALTERATIONS BY LANDLORD. The Park Property and Common Areas are at all times subject to the exclusive control and management of Landlord. Without limiting the generality of the foregoing, Landlord has the right in its management and operation of the Park Property to do and perform such acts in and to the Park Property as in the use of good business judgment the Landlord determines to be advisable for the more efficient and proper operation of the Park Property, including:

5.3.1. Obstruct or close off all or any part of the Park Property for the purpose of maintenance, repair or construction;

5.3.2. Use any part of the Common Areas for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities;

5.3.3. Change the area, level, location, arrangement or use of the Park Property or any part thereof;

5.3.4. Construct other buildings, structures or improvements in the Park Property and make alterations thereof, additions thereto, subtraction therefrom, or rearrangements thereof, build additional stories on any building, and construct additional buildings or facilities adjoining or proximate to the Park Property;

5.3.5. Construct parking facilities, and expand, reduce or alter same in any manner whatsoever;

5.3.6. Construct or otherwise install community gardens in accordance with the County Board of County Commissioner's Community Garden Policy as contemplated above.

Notwithstanding the above, Tenant and its customers and employees shall at all times during Landlord's construction be granted ingress and egress to the Premises and be able to continue its operations. If Landlord's construction alters Tenant's usual means of ingress and egress and/or impacts accessibility of views of the storefront, Landlord, at its sole cost, shall provide Tenant temporary signage indicating they are "open for business".

Article 6. Insurance.

6.1. **TENANT'S INSURANCE.** Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, Tenant's use and occupancy of the Premises including, but not limited to, claims under workers compensation laws, disability benefit laws or other similar employee benefit plans, from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the minimum coverage and amounts as follows:

6.1.1. **LIABILITY INSURANCE.** Tenant shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than \$1,000,000 per occurrence and a \$2,000,000 annual aggregate. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.2. **WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE.** To the extent applicable by law, Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of \$500,000 per accident, \$500,000 disease policy limit, and \$500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

6.2. **CERTIFICATES OF INSURANCE.** Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Landlord prior to the commencement of Tenant's occupancy under this Lease. Landlord reserves the right to require complete, certified copies of all of Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be cancelled by either Party except after thirty (30) days prior written notice has been given to Landlord. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida (the "Insurance Criteria").

6.3. **LANDLORD'S INSURANCE.** Landlord also agrees to carry and maintain a broad form commercial general liability insurance (written on an occurrence basis and including contractual liability coverage endorsement covering Landlord's indemnity obligations under this Lease) in limits it reasonably deems appropriate (but in no event less than the limits required by Tenant pursuant to Section 6.1 above). In addition, Landlord agrees to carry and maintain property insurance (with replacement cost coverage) covering the Park Property in the amount of not less than

the full replacement cost thereof with an agreed-value endorsement and without any co-insurance requirements. Landlord hereby waives all rights of subrogation against Tenant with respect to losses payable under such insurance coverages.

6.4. **WAIVER OF SUBROGATION RIGHTS.** Anything in the Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, officers, partners, servants, or shareholders for any loss or damage that may occur to the Premises or the Park Property, or any improvements thereto, or any personal property of such Party therein by reason of fire, the elements, or any other cause which is insured against under the terms of the fire and extended coverage insurance policies obtained pursuant to this Lease (or, if any such Party fails to maintain the insurances and coverages such Party is required to maintain under this Lease, would have been insured had the applicable Party maintained the insurances and coverages such Party is required to maintain under this Lease), regardless of cause or origin, including negligence of the other Party hereto, its agents, employees, officers, partners, servants or shareholders, and each Party covenants that no insurer shall hold any right of subrogation against such other Party.

Article 7.
Indemnification of the Parties.

7.1. **TENANT'S INDEMNITY.** Tenant shall indemnify and hold harmless Landlord and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any injury or loss of property, personal injury, or death occurring in, on or about the Premises or the Park Property caused by the negligent or wrongful act or omission of Tenant. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Landlord (or would have been covered had Landlord maintained the insurance policies Landlord is required to maintain pursuant to the terms of this Lease).

7.2. **LANDLORD'S INDEMNITY.** Without waiving its right to sovereign immunity, Landlord shall, to the extent allowed by law, indemnify, save harmless, and defend Tenant promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any injury or loss of property, personal injury, or death occurring in, on, or about the Premises or the Park Property caused by the negligent or wrongful act or omission of Landlord. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or intentional misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by insurance policies maintained by Tenant (or would have been covered had Tenant maintained the insurance policies Tenant is required to maintain pursuant to the terms of this Lease).

7.3. **NOTICE OF INDEMNIFICATION.** A Party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such Party of any suit or proceeding.

7.4. **SURVIVAL.** The provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

Article 8.
Maintenance and Repairs.

8.1. **LANDLORD'S OBLIGATIONS.** Landlord's obligation to maintain, repair, and otherwise keep in good working order the various components of the Premises, shall be governed as follows:

8.1.1. Maintaining the Premises, in an attractive and fully operative condition.

8.1.2. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of the Premises; the interior and exterior windows, doors, plate glass, and walls of the Premises; all plumbing and sewer lines including, but not limited to, the common lines and the interior lines in the Premises; the HV/AC equipment servicing the Premises regardless of its location; the electrical and lighting facilities and

equipment on the Premises, except for the replacement of light bulbs within such fixtures; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

8.1.3. In addition, but subject nevertheless to any applicable waiver or subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 8.1.2 above which damage was caused by Tenant's negligent or wrongful acts or omissions.

8.1.4. Landlord shall not be obligated to make any repairs under this Section 8.1 until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) Business Days.

8.2. **CONDITION UPON TERMINATION.** Landlord's and Tenant's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon the termination of this Lease shall be governed as follows:

8.2.1. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

8.2.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 8.1 above.

8.2.3. Tenant shall repair, at Tenant's expense, any damage to the Premises or the Park Property caused by the removal of any of Tenant's personal property including, but not limited to, Tenant's Business Equipment as defined in Section 5.2.2 above.

8.2.4. In no event, however, except as provided in Section 5.2.2 above, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

8.2.4.1. any power wiring or power panels; lighting or lighting fixtures;

8.2.4.2. any millwork and cabinetry;

8.2.4.3. any wall coverings; drapes, blinds or other window coverings;

8.2.4.4. any carpets or other floor coverings;

8.2.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or

8.2.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

8.3. **UTILITIES AND JANITORIAL SERVICES; FURNISHINGS.** Landlord shall pay for and be solely responsible for all utilities required, used or consumed on the Premises, including, but not limited to, gas, water, (including water for domestic uses and for fire protection), electricity, sewer service, garbage collection services, or any similar service; provided, however, that such utilities services shall not include Telecommunications Services or security monitoring services. Tenant shall pay for and be solely responsible for janitorial services, Telecommunication Services, and security monitoring services for the Premises, with such Telecommunication Services being the responsibility of Tenant in accordance with Article 10 below. In addition, Tenant shall pay and be solely responsible for the cost of any and all furnishings for the Premises. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services, telephone services, or security monitoring services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises or the Park Property.

Article 9.

Default and Remedies; Landlord's Lien for Rent.

9.1. **LANDLORD'S LIEN FOR RENT.** In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord, its successors, and assigns, a lien on all property of Tenant now or hereafter found upon or

off the Premises, as provided in Chapter 83, Florida Statutes, as they may be amended from time to time, and as otherwise provided by law.

9.2. DEFAULT BY TENANT.

9.2.1. EVENTS OF DEFAULT. The occurrence of any of the following events, either by Tenant or by any guarantor of any of Tenant's obligations hereunder, shall be considered an event of default by Tenant under this Lease.

9.2.1.1. the failure by Tenant to pay any sum of money to be paid by Tenant under this Lease and such failure continues for five (5) days after receipt of written notice from Landlord;

9.2.1.2. the failure by Tenant to comply with or perform any of the other terms, provisions, covenants or conditions which Tenant is required to observe and to perform, and any of such failures or actions continue for a period of ten (10) days after notice thereof; provided, however, if the nature of the default is such that it cannot be cured with the exercise of Tenant's diligent efforts within the ten (10) day period, Tenant shall have up to thirty (30) days from the date of Landlord's notice to cure such default, provided Tenant undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using Tenant's best efforts;

9.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof;

9.2.1.4. if Tenant is a corporation, if Tenant ceases to exist as a corporation in good standing in the state of its incorporation, or, if Tenant is a partnership or other entity, if Tenant is dissolved or otherwise liquidated;

9.2.1.5. a general assignment by Tenant for the benefit of creditors;

9.2.1.6. the filing of any voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged or unstayed for a period of sixty (60) days, provided, that in the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;

9.2.1.7. the admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed;

9.2.1.8. the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or the Premises;

9.2.1.9. the employment of a receiver to take possession of substantially all of Tenant's assets or the Premises; or

9.2.1.10. Tenant's failure to timely vacate the Premises after Landlord's exercise of its Early Termination Option as provided in Section 1.9 above.

9.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude

Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver. Notwithstanding anything to the contrary contained herein, Landlord agrees to exercise commercially reasonable efforts to mitigate its damages.

9.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

9.2.2.2. Landlord may terminate Tenant's right of possession to the Premises without terminating this Lease.

9.2.3. SURRENDER OF POSSESSION. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord shall have full and free license to enter into and upon the Premises for the purpose of repossessing the Premises, expelling and removing Tenant and persons occupying the premises pursuant to law and removing any and all property therefrom and changing all the door locks of the Premises. Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Notwithstanding the foregoing, Landlord may not exercise self-help.

9.2.3.1. the cost of restoring the Premises to building standard condition, normal wear and tear excepted;

9.2.3.2. all accrued, unpaid sums, plus interest at the maximum rate allowed by law, for past due sums up to the date of termination;

9.2.3.3. Landlord's cost of recovering possession of the Premises; and

9.2.3.4. any other sum of money or damages owed by Tenant to Landlord.

9.2.4. RIGHT TO RELET.

9.2.4.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease pursuant to Section 9.2.2.2 above, Tenant shall continue to be liable for all Rent and Landlord shall endeavor to mitigate its damages by exercising commercially reasonable efforts to relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

9.2.4.1.1. the costs incurred by Landlord in reletting the Premises, including, without limitation, remodeling costs, brokerage fees, legal fees, advertising costs and the like;

9.2.4.1.2. the accrued sums, plus interest and late charges if in arrears, under the terms of this Lease;

9.2.4.1.3. Landlord's cost of recovering possession of the Premises; and

9.2.4.1.4. the cost of storing any of Tenant's property left on the Premises after reentry.

9.2.5. STORAGE OF PROPERTY. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises, other than any files and other documents which

are subject to attorney-client privilege, shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

9.2.6. COSTS. Upon any default by Tenant, Landlord shall be entitled to receive from Tenant the payment of costs as follows:

9.2.6.1. Tenant shall pay to Landlord on demand all fees and costs, including reasonable attorneys' fees and costs, incurred by Landlord, whether incurred in preparation for or at trial, on appeal, or in bankruptcy, in enforcing any of the obligations of Tenant under this Lease;

9.2.6.2. Tenant shall pay to Landlord any reasonable expenses incurred by Landlord in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing); and

9.2.6.3. Tenant shall pay to Landlord any other expenses reasonably incurred by Landlord.

9.2.7. WAIVER. No delay or omission by Landlord in exercising a right or remedy as provided in this Section 9.2 shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

9.3. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

9.4. ATTORNEY'S FEES. In addition to Landlord's entitlement to costs as provided in Section 9.2.6 above, if either Party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other Party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting Party prevail in such suit, the defaulting Party agrees to pay the other Party's reasonable attorneys' fees and costs.

Article 10. **Telecommunications.**

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

10.1.1. "Telecommunications Services" shall refer to the various services available in the telecommunications industry including, but not limited to, telephone service, cable television service, data service, internet service, fiber optics service, annunciator service, and other similar services that may not exist as of the Effective Date of this Lease but are created thereafter.

10.1.2. "Telecommunications Equipment" shall mean the equipment and devices that are installed, altered, modified, or replaced to provide Telecommunications Services, including the wires and all associated components necessary to operate such equipment and devices as intended.

10.2. IN GENERAL. All Telecommunications Services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All alterations, modifications, replacements, or installations of Tenant's Telecommunications Equipment, other than those involving only wiring for workstation operations on the Premises, shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's Telecommunications Equipment shall be and remain solely on the Premises and the telephone closet(s) designated to serve the Premises, in accordance with rules and regulations adopted by Landlord from time to time.

10.3. MAINTENANCE. Landlord shall have no responsibility for the maintenance of Tenant's Telecommunications Equipment or for any wiring or other infrastructure to which Tenant's Telecommunications Equipment may be connected.

10.4. INTERRUPTION OF SERVICE. Tenant agrees that, to the extent any of Tenant's Telecommunication Services are interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off Telecommunications Equipment at any time in the event of emergency and at any time other than during Tenant's business hours as necessary in connection with the operation of the Park Property or installation of Telecommunications Equipment for other tenants of the Park Property.

10.5. REMOVAL OF TELECOMMUNICATIONS EQUIPMENT. Any and all Telecommunications Equipment installed on the Premises or elsewhere in the Park Property by or on behalf of Tenant after the Effective Date of this Lease shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. With regard to installations of Telecommunications Equipment elsewhere outside the Premises, Tenant shall, at Tenant's expense, promptly remove any such Telecommunications Equipment in the event Tenant discontinues or otherwise abandons the use of such Telecommunications Equipment at any time during the Term of this Lease.

10.6. NEW PROVIDER SELECTION; INSTALLATION. In the event that Tenant wishes at any time to utilize the services of a Telecommunications Services provider whose equipment is not then servicing the Park Property, the installation of such Telecommunications Services provider's lines and other equipment, other than those involving only wiring for workstation operations on the Premises, shall not be permitted unless and until the following conditions are satisfied:

10.6.1. No Telecommunications Services provider shall be permitted to install its lines or other equipment within the Park Property without first securing the prior written approval of Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the Telecommunications Services provider.

10.6.2. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval:

10.6.2.1. Landlord shall incur no expense whatsoever with respect to any aspect of the Telecommunications Services provider's provision of its services, including without limitation, the costs of installation, materials and services;

10.6.2.2. prior to commencement of any work in or about the Park Property by the Telecommunications Services provider, the Telecommunications Services provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial statements, and such other items as Landlord reasonably determines to be necessary to protect its financial interests and the interests of the Park Property relating to the proposed activities of the Telecommunications Services provider;

10.6.2.3. the Telecommunications Services provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Park Property, Tenants of the Park Property, and Landlord;

10.6.2.4. Landlord shall reasonably determine that there is sufficient space in the Park Property for the placement of all of the Telecommunications Services provider's equipment and materials;

10.6.2.5. the Telecommunications Services provider agrees to abide by Landlord's requirements, if any, that the Telecommunications Services provider use existing the Park Property conduits and pipes or use building contractors, or other contractors approved by Landlord;

10.6.2.6. Landlord receives from the Telecommunications Services provider such compensation as is reasonably determined by Landlord to compensate it for space used in the Park Property for the storage and maintenance of the Telecommunications Services provider's equipment, for the fair market value of a Telecommunications Services provider's access to the Park Property, and for the costs which may reasonably be expected to be incurred by Landlord;

10.6.2.7. the Telecommunications Services provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Telecommunications Services provider's equipment is complete; and

10.6.2.8. all of the foregoing matters are documented in a written license or other agreement between Landlord and the Telecommunications Services provider, the form and content of which is reasonably satisfactory to Landlord.

10.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Telecommunications Services provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective Telecommunications Services provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other third party, and specifically but without limitation, no Telecommunications Services provider shall be deemed a third party beneficiary of this Lease.

10.7. **WIRELESS TELECOMMUNICATIONS EQUIPMENT.** Other than usual and customary cellular telephones and routers, Tenant shall not utilize any wireless Telecommunications Equipment, including antennae and satellite receiver dishes, in or on the Park Property, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Park Property, and the other tenants therein, in a manner similar to the arrangements described in this Article 10.

10.8. **INTERFERENCE WITH OTHERS.** In the event that Telecommunications Equipment installed by or at the request of Tenant on the Premises after the Effective Date of this Lease, or elsewhere within the Park Property, causes interference to equipment used by Landlord or another occupant installed prior to the date of Tenant's installation, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and others, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative Telecommunications Equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such Telecommunications Equipment, and, at Landlord's discretion, remove such Telecommunications Equipment in accordance with Section 10.5 above.

Article 11.
Miscellaneous Provisions.

11.1. **SECURITY DEPOSIT.** Tenant shall not be required to pay a security deposit to Landlord.

11.2. **INTERPRETATION.** The captions of the Paragraphs of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, subcontractors, invitees, successors or others using the Premises or the Park Property with Tenant's expressed or implied permission. This Lease shall not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

11.3. **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS; FCT CONSENT.**

11.3.1. This Lease contains and embodies the entire agreement of the Parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent,

representations, inducements or other agreements, oral or in writing with respect to such matters. No representations, inducements or agreements, oral or in writing, between the Parties with respect to such matters, unless contained in this Agreement, shall be of any force or effect. No amendment, modification, or other revision to this Agreement shall be valid unless contained in a written document duly executed by Landlord and Tenant.

11.3.2. Any amendment or modification of any provision of this Agreement must be approved in writing by Florida Communities Trust before such amendment or modification is in effect.

11.4. NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows:

11.4.1. Any of the following forms of delivery are acceptable:

11.4.1.1. by hand delivery;

11.4.1.2. by certified mail, return receipt requested; or

11.4.1.3. by guaranteed overnight delivery service.

11.4.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease, with a copy to the following:

11.4.3. Notices to Landlord shall be delivered to:

Leon County Parks and Recreation Division
2280 Miccosukee Road
Tallahassee, FL 32308

With a copy delivered to:
Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Leon County Courthouse
Tallahassee, FL 32301

11.4.4. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either Party may change its notice address upon written notice to the other Party, given in accordance herewith by an authorized officer, partner, or principal.

11.5. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

11.6. WAIVERS; FCT CONSENT.

11.6.1. No amendment or waiver of any provision of this Agreement, nor consent to any departure of any provision by Tenant therefrom, shall in any event be effective unless the same shall be in writing and signed by Landlord, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose

given. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

11.6.2. Any waiver of any provision of this Agreement must be approved in writing by Florida Communities Trust before such waiver is in effect.

11.7. NO RECORDATION. Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

11.8. JOINT AND SEVERAL LIABILITY. All Parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

11.9. FORCE MAJEURE. The performance by either Party to this Lease of its obligations, except the payment of Rent or other sums of money, shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of the other Party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

11.10. NO RIGHT OF FIRST REFUSAL. Other than as specifically provided in this Lease, in no event shall this Lease constitute a right of first refusal for Tenant to purchase or lease any other portion of the Premises or the Park Property.

11.11. AUTHORITY.

11.11.1. TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant and each Party, individually, executing this Lease on behalf of Tenant, intending that Landlord rely thereon, represents and warrants to Landlord as follows:

11.11.1.1. Tenant and the Party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

11.11.1.2. this Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

11.11.1.3. Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

11.11.1.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

11.11.2. LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

11.11.2.1. Landlord, and the Party executing on behalf of Landlord, are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

11.11.2.2. this Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

11.11.2.3. Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

11.11.2.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

11.12. FLORIDA LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

11.13. COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

11.14. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

11.15. APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Park Property or any of their respective agents, partners or employees that such plans and specifications are either (i) complete or suitable for their intended purpose, or (ii) in compliance with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Park Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

11.16. BROKER'S FEE.

11.16.1. REPRESENTATION. Landlord and Tenant covenant, represent, and warrant to each other, with regard to any dealings or negotiations with any broker or agent in connection with the consummation of this Lease, that the only such dealings and negotiations have been with Graham Stewart, on behalf of Landlord (the "Landlord Broker"), and no one on behalf of Tenant ("Tenant's Broker"), and that there are no commissions due in connection with the consummation of this Lease.

11.16.2. INDEMNITY. Tenant agrees to indemnify and hold harmless Landlord, in accordance with the procedure in Article 7 above, and its respective agents, officers, directors and employees promptly and diligently at Tenant's sole expense from and against any and all claims and demands, including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), in connection with any claims for fees or commissions from anyone other than the Tenant Broker with whom Tenant has dealt in connection with the lease of the Premises. Landlord agrees, without waiving its right to sovereign immunity and only to the extent allowed by law, to indemnify and hold harmless Tenant, in accordance with the procedure in Article 7 above, promptly and diligently at Landlord's sole expense from and against any and all claims and demands in connection with any claims for fees or commissions from anyone other than Landlord Broker with whom Landlord has dealt in connection with the lease of the Premises.

11.17. WAIVER OF TRIAL BY JURY. Landlord and Tenant each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease.

11.18. RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part of this Lease and are hereby incorporated.

11.19. TENANT ASSIGNMENT. Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but with written prior notice to Landlord with such notice to include details regarding the transaction, purporting to comply with the terms of this Lease sublet all or any portion of the Premises or assign this Lease to (i) a parent, subsidiary, affiliate, division or entity controlling, controlled by or under common control with Tenant, (ii) a successor corporation or other entity related to Tenant by merger, consolidation, reorganization or government action, (iii) an individual or entity that acquires all or substantially all of the assets of Tenant in a common plan or scheme.

11.20. LANDLORD ASSIGNMENT. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

11.21. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease).

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WILDWOOD PRESERVATION SOCIETY, INC

Name: _____

Name: _____

By: _____

Michael Kelly

Its _____

Date: _____

(Corporate Seal)

LEON COUNTY, FLORIDA

Name: _____

Name: _____

By: _____

Vincent S. Long

Its County Administrator

Date: _____

ATTEST:

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

Approved as to Form:
Leon County Attorney's Office

BY: _____

Name: _____

BY: _____

Herbert W. A. Thiele, Esq.

FLORIDA COMMUNITIES TRUST

Reviewed and Approved by:

Witnesses:

Name: _____

Name: _____

By: _____

Director or Designee

Office of Operations/Land and Recreation

Date: _____

Accepted as to Legal Form and Sufficiency:

FCT Counsel

**Leon County
Board of County Commissioners**


Notes for Agenda Item #10

Leon County Board of County Commissioners

Cover Sheet for Agenda #10

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Herbert W.A. Thiele, County Attorney 

Title: Authorization to Review the Sign Code and Propose Amendments in Light of the Recent U.S. Supreme Court Case *Reed v. Town of Gilbert*

County Attorney Review and Approval:	Herbert W.A. Thiele, County Attorney
Lead Staff/ Project Team:	Jessica M. Icerman, Assistant County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option # 1: Authorize staff to review the Sign Code and propose amendments in light of the recent U.S. Supreme Court Case *Reed v. Town of Gilbert*.

Report and Discussion

Background:

Florida Statutes Chapter 163 requires local governments to regulate signage. Leon County's Sign Code was adopted in 1972. The Sign Code was superseded in 2000 and again in 2007. Since 2007, the Sign Code has had relatively minor amendments.

On June 18, 2015, the U.S. Supreme Court decided *Reed v. Town of Gilbert* and found the Town of Gilbert's (the "Town") sign code unconstitutional (Attachment #1). This case involved 15 to 20 temporary signs that were placed by a church at various locations around the Town to inform its congregation of the time and location of its service since the church held service at various locations. The signs were placed on Saturday morning and removed around midday Sunday. The Town cited the church and its pastor for noncompliance with the sign code.

Generally, the Town's sign code required a permit for all outdoor signs, but exempted 23 categories of signs from the permitting requirement. The various exempted categories were identified based on the information or message the sign conveyed. The U.S. Supreme Court analyzed three of these exempt categories as relating to the signs at issue: ideological signs, political signs, and temporary directional signs. Each exempt sign category had a definition that required a review of the sign's content to determine the category applicable to the sign. Then the Town subjected each category to different limitations, such as total number of signs or total square footage of signs.

The U.S. Supreme Court held that the sign code was facially content based and, therefore, presumptively unconstitutional. Content-based regulations may only be utilized if the government proves that the regulations are narrowly tailored to achieve a compelling state interest. The U.S. Supreme Court was not persuaded by the Town's arguments that aesthetic appeal and traffic safety were compelling interests. The Court held that the sign code's distinctions were vastly under inclusive. For example, the Town could not claim aesthetic appeal as a compelling state interest when it limited temporary directional signs while allowing an unlimited number of ideological signs.

Analysis:

Staff requests authorization to review the County's Sign Code and to propose amendments in light of the U.S. Supreme Court case *Reed v. Town of Gilbert*. Similar to the Town of Gilbert's sign code, the County's Sign Code requires permits for signage, but lists 21 exempt categories. The Sign Code may require extensive revisions to ensure the County does not regulate signs based on the sign's content without a compelling state interest.

The proposed amendments to the Sign Code will be reviewed by the DSEM Citizen's User Group. Additionally, staff may convene an informal sign committee comprised of citizens and stakeholders to provide additional input and fully vet the proposed changes. The proposed amendments to the Sign Code will also be reviewed by the Planning Commission at a public hearing. Finally, the proposed amendments will go before the Board of County Commissioners for consideration at a public hearing. Staff estimates this process will take about 9 to 12 months.

Options:

1. Authorize staff to review the Sign Code and propose amendments in light of the recent U.S. Supreme Court Case *Reed v. Town of Gilbert*.
2. Do not authorize staff to review the Sign Code and propose amendments in light of the recent U.S. Supreme Court Case *Reed v. Town of Gilbert*.
3. Board direction.

Recommendation:

Option #1.

Attachment:

1. *Town of Gilbert v. Reed*, 135 S. Ct. 2218 (2015)

HT/JMI

(Slip Opinion)

OCTOBER TERM, 2014

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Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

REED ET AL. *v.* TOWN OF GILBERT, ARIZONA, ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE NINTH CIRCUIT

No. 13–502. Argued January 12, 2015—Decided June 18, 2015

Gilbert, Arizona (Town), has a comprehensive code (Sign Code or Code) that prohibits the display of outdoor signs without a permit, but exempts 23 categories of signs, including three relevant here. “Ideological Signs,” defined as signs “communicating a message or ideas” that do not fit in any other Sign Code category, may be up to 20 square feet and have no placement or time restrictions. “Political Signs,” defined as signs “designed to influence the outcome of an election,” may be up to 32 square feet and may only be displayed during an election season. “Temporary Directional Signs,” defined as signs directing the public to a church or other “qualifying event,” have even greater restrictions: No more than four of the signs, limited to six square feet, may be on a single property at any time, and signs may be displayed no more than 12 hours before the “qualifying event” and 1 hour after.

Petitioners, Good News Community Church (Church) and its pastor, Clyde Reed, whose Sunday church services are held at various temporary locations in and near the Town, posted signs early each Saturday bearing the Church name and the time and location of the next service and did not remove the signs until around midday Sunday. The Church was cited for exceeding the time limits for displaying temporary directional signs and for failing to include an event date on the signs. Unable to reach an accommodation with the Town, petitioners filed suit, claiming that the Code abridged their freedom of speech. The District Court denied their motion for a preliminary injunction, and the Ninth Circuit affirmed, ultimately concluding that the Code’s sign categories were content neutral, and that the Code satisfied the intermediate scrutiny accorded to content-neutral regulations of speech.

Held: The Sign Code’s provisions are content-based regulations of

Syllabus

speech that do not survive strict scrutiny. Pp. 6–17.

(a) Because content-based laws target speech based on its communicative content, they are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *E.g.*, *R. A. V. v. St. Paul*, 505 U. S. 377, 395. Speech regulation is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. ___, ___–___. And courts are required to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. *Id.*, at ___. Whether laws define regulated speech by particular subject matter or by its function or purpose, they are subject to strict scrutiny. The same is true for laws that, though facially content neutral, cannot be “justified without reference to the content of the regulated speech,” or were adopted by the government “because of disagreement with the message” conveyed. *Ward v. Rock Against Racism*, 491 U. S. 781, 791. Pp. 6–7.

(b) The Sign Code is content based on its face. It defines the categories of temporary, political, and ideological signs on the basis of their messages and then subjects each category to different restrictions. The restrictions applied thus depend entirely on the sign’s communicative content. Because the Code, on its face, is a content-based regulation of speech, there is no need to consider the government’s justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny. Pp. 7.

(c) None of the Ninth Circuit’s theories for its contrary holding is persuasive. Its conclusion that the Town’s regulation was not based on a disagreement with the message conveyed skips the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face. A law that is content based on its face is subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of “animus toward the ideas contained” in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429. Thus, an innocuous justification cannot transform a facially content-based law into one that is content neutral. A court must evaluate each question—whether a law is content based on its face and whether the purpose and justification for the law are content based—before concluding that a law is content neutral. *Ward* does not require otherwise, for its framework applies only to a content-neutral statute.

The Ninth Circuit’s conclusion that the Sign Code does not single out any idea or viewpoint for discrimination conflates two distinct but related limitations that the First Amendment places on government regulation of speech. Government discrimination among viewpoints

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is a “more blatant” and “egregious form of content discrimination,” *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829, but “[t]he First Amendment’s hostility to content-based regulation [also] extends . . . to prohibition of public discussion of an entire topic,” *Consolidated Edison Co. of N. Y. v. Public Serv. Comm’n of N. Y.*, 447 U. S. 530, 537. The Sign Code, a paradigmatic example of content-based discrimination, singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter.

The Ninth Circuit also erred in concluding that the Sign Code was not content based because it made only speaker-based and event-based distinctions. The Code’s categories are not speaker-based—the restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. And even if the sign categories were speaker based, that would not automatically render the law content neutral. Rather, “laws favoring some speakers over others demand strict scrutiny when the legislature’s speaker preference reflects a content preference.” *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 658. This same analysis applies to event-based distinctions. Pp. 8–14.

(d) The Sign Code’s content-based restrictions do not survive strict scrutiny because the Town has not demonstrated that the Code’s differentiation between temporary directional signs and other types of signs furthers a compelling governmental interest and is narrowly tailored to that end. See *Arizona Free Enterprise Club’s Freedom Club PAC v. Bennett*, 564 U. S. ___, ___. Assuming that the Town has a compelling interest in preserving its aesthetic appeal and traffic safety, the Code’s distinctions are highly underinclusive. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town when other types of signs create the same problem. See *Discovery Network, supra*, at 425. Nor has it shown that temporary directional signs pose a greater threat to public safety than ideological or political signs. Pp. 14–15.

(e) This decision will not prevent governments from enacting effective sign laws. The Town has ample content-neutral options available to resolve problems with safety and aesthetics, including regulating size, building materials, lighting, moving parts, and portability. And the Town may be able to forbid postings on public property, so long as it does so in an evenhanded, content-neutral manner. See *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 817. An ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers—*e.g.*, warning signs marking hazards on private property or signs directing traffic—might also survive strict scrutiny. Pp. 16–17.

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707 F. 3d 1057, reversed and remanded.

THOMAS, J., delivered the opinion of the Court, in which ROBERTS, C. J., and SCALIA, KENNEDY, ALITO, and SOTOMAYOR, JJ., joined. ALITO, J., filed a concurring opinion, in which KENNEDY and SOTOMAYOR, JJ., joined. BREYER, J., filed an opinion concurring in the judgment. KAGAN, J., filed an opinion concurring in the judgment, in which GINSBURG and BREYER, JJ., joined

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Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

No. 13–502

CLYDE REED, ET AL., PETITIONERS *v.* TOWN OF
GILBERT, ARIZONA, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE THOMAS delivered the opinion of the Court.

The town of Gilbert, Arizona (or Town), has adopted a comprehensive code governing the manner in which people may display outdoor signs. Gilbert, Ariz., Land Development Code (Sign Code or Code), ch. 1, §4.402 (2005).¹ The Sign Code identifies various categories of signs based on the type of information they convey, then subjects each category to different restrictions. One of the categories is “Temporary Directional Signs Relating to a Qualifying Event,” loosely defined as signs directing the public to a meeting of a nonprofit group. §4.402(P). The Code imposes more stringent restrictions on these signs than it does on signs conveying other messages. We hold that these provisions are content-based regulations of speech that cannot survive strict scrutiny.

¹The Town’s Sign Code is available online at <http://www.gilbertaz.gov/departments/development-service/planning-development/land-development-code> (as visited June 16, 2015, and available in Clerk of Court’s case file).

Opinion of the Court

I
A

The Sign Code prohibits the display of outdoor signs anywhere within the Town without a permit, but it then exempts 23 categories of signs from that requirement. These exemptions include everything from bazaar signs to flying banners. Three categories of exempt signs are particularly relevant here.

The first is “Ideological Sign[s].” This category includes any “sign communicating a message or ideas for noncommercial purposes that is not a Construction Sign, Directional Sign, Temporary Directional Sign Relating to a Qualifying Event, Political Sign, Garage Sale Sign, or a sign owned or required by a governmental agency.” Sign Code, Glossary of General Terms (Glossary), p. 23 (emphasis deleted). Of the three categories discussed here, the Code treats ideological signs most favorably, allowing them to be up to 20 square feet in area and to be placed in all “zoning districts” without time limits. §4.402(J).

The second category is “Political Sign[s].” This includes any “temporary sign designed to influence the outcome of an election called by a public body.” Glossary 23.² The Code treats these signs less favorably than ideological signs. The Code allows the placement of political signs up to 16 square feet on residential property and up to 32 square feet on nonresidential property, undeveloped municipal property, and “rights-of-way.” §4.402(I).³ These signs may be displayed up to 60 days before a primary election and up to 15 days following a general election. *Ibid.*

²A “Temporary Sign” is a “sign not permanently attached to the ground, a wall or a building, and not designed or intended for permanent display.” Glossary 25.

³The Code defines “Right-of-Way” as a “strip of publicly owned land occupied by or planned for a street, utilities, landscaping, sidewalks, trails, and similar facilities.” *Id.*, at 18.

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Opinion of the Court

The third category is “Temporary Directional Signs Relating to a Qualifying Event.” This includes any “Temporary Sign intended to direct pedestrians, motorists, and other passersby to a ‘qualifying event.’” Glossary 25 (emphasis deleted). A “qualifying event” is defined as any “assembly, gathering, activity, or meeting sponsored, arranged, or promoted by a religious, charitable, community service, educational, or other similar non-profit organization.” *Ibid.* The Code treats temporary directional signs even less favorably than political signs.⁴ Temporary directional signs may be no larger than six square feet. §4.402(P). They may be placed on private property or on a public right-of-way, but no more than four signs may be placed on a single property at any time. *Ibid.* And, they may be displayed no more than 12 hours before the “qualifying event” and no more than 1 hour afterward. *Ibid.*

B

Petitioners Good News Community Church (Church) and its pastor, Clyde Reed, wish to advertise the time and location of their Sunday church services. The Church is a small, cash-strapped entity that owns no building, so it holds its services at elementary schools or other locations in or near the Town. In order to inform the public about its services, which are held in a variety of different loca-

⁴The Sign Code has been amended twice during the pendency of this case. When litigation began in 2007, the Code defined the signs at issue as “Religious Assembly Temporary Direction Signs.” App. 75. The Code entirely prohibited placement of those signs in the public right-of-way, and it forbade posting them in any location for more than two hours before the religious assembly or more than one hour afterward. *Id.*, at 75–76. In 2008, the Town redefined the category as “Temporary Directional Signs Related to a Qualifying Event,” and it expanded the time limit to 12 hours before and 1 hour after the “qualifying event.” *Ibid.* In 2011, the Town amended the Code to authorize placement of temporary directional signs in the public right-of-way. *Id.*, at 89.

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tions, the Church began placing 15 to 20 temporary signs around the Town, frequently in the public right-of-way abutting the street. The signs typically displayed the Church's name, along with the time and location of the upcoming service. Church members would post the signs early in the day on Saturday and then remove them around midday on Sunday. The display of these signs requires little money and manpower, and thus has proved to be an economical and effective way for the Church to let the community know where its services are being held each week.

This practice caught the attention of the Town's Sign Code compliance manager, who twice cited the Church for violating the Code. The first citation noted that the Church exceeded the time limits for displaying its temporary directional signs. The second citation referred to the same problem, along with the Church's failure to include the date of the event on the signs. Town officials even confiscated one of the Church's signs, which Reed had to retrieve from the municipal offices.

Reed contacted the Sign Code Compliance Department in an attempt to reach an accommodation. His efforts proved unsuccessful. The Town's Code compliance manager informed the Church that there would be "no leniency under the Code" and promised to punish any future violations.

Shortly thereafter, petitioners filed a complaint in the United States District Court for the District of Arizona, arguing that the Sign Code abridged their freedom of speech in violation of the First and Fourteenth Amendments. The District Court denied the petitioners' motion for a preliminary injunction. The Court of Appeals for the Ninth Circuit affirmed, holding that the Sign Code's provision regulating temporary directional signs did not regulate speech on the basis of content. 587 F.3d 966, 979 (2009). It reasoned that, even though an enforcement

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officer would have to read the sign to determine what provisions of the Sign Code applied to it, the “kind of cursory examination” that would be necessary for an officer to classify it as a temporary directional sign was “not akin to an officer synthesizing the expressive content of the sign.” *Id.*, at 978. It then remanded for the District Court to determine in the first instance whether the Sign Code’s distinctions among temporary directional signs, political signs, and ideological signs nevertheless constituted a content-based regulation of speech.

On remand, the District Court granted summary judgment in favor of the Town. The Court of Appeals again affirmed, holding that the Code’s sign categories were content neutral. The court concluded that “the distinctions between Temporary Directional Signs, Ideological Signs, and Political Signs . . . are based on objective factors relevant to Gilbert’s creation of the specific exemption from the permit requirement and do not otherwise consider the substance of the sign.” 707 F. 3d 1057, 1069 (CA9 2013). Relying on this Court’s decision in *Hill v. Colorado*, 530 U. S. 703 (2000), the Court of Appeals concluded that the Sign Code is content neutral. 707 F. 3d, at 1071–1072. As the court explained, “Gilbert did not adopt its regulation of speech because it disagreed with the message conveyed” and its “interests in regulat[ing] temporary signs are unrelated to the content of the sign.” *Ibid.* Accordingly, the court believed that the Code was “content-neutral as that term [has been] defined by the Supreme Court.” *Id.*, at 1071. In light of that determination, it applied a lower level of scrutiny to the Sign Code and concluded that the law did not violate the First Amendment. *Id.*, at 1073–1076.

We granted certiorari, 573 U. S. ____ (2014), and now reverse.

Opinion of the Court

II

A

The First Amendment, applicable to the States through the Fourteenth Amendment, prohibits the enactment of laws “abridging the freedom of speech.” U.S. Const., Amdt. 1. Under that Clause, a government, including a municipal government vested with state authority, “has no power to restrict expression because of its message, its ideas, its subject matter, or its content.” *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 95 (1972). Content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests. *R. A. V. v. St. Paul*, 505 U. S. 377, 395 (1992); *Simon & Schuster, Inc. v. Members of N. Y. State Crime Victims Bd.*, 502 U. S. 105, 115, 118 (1991).

Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. *E.g.*, *Sorrell v. IMS Health, Inc.*, 564 U. S. ___, ___–___ (2011) (slip op., at 8–9); *Carey v. Brown*, 447 U. S. 455, 462 (1980); *Mosley*, *supra*, at 95. This commonsense meaning of the phrase “content based” requires a court to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. *Sorrell*, *supra*, at ___ (slip op., at 8). Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny.

Our precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be “justified without reference to

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the content of the regulated speech,” or that were adopted by the government “because of disagreement with the message [the speech] conveys,” *Ward v. Rock Against Racism*, 491 U. S. 781, 791 (1989). Those laws, like those that are content based on their face, must also satisfy strict scrutiny.

B

The Town’s Sign Code is content based on its face. It defines “Temporary Directional Signs” on the basis of whether a sign conveys the message of directing the public to church or some other “qualifying event.” Glossary 25. It defines “Political Signs” on the basis of whether a sign’s message is “designed to influence the outcome of an election.” *Id.*, at 24. And it defines “Ideological Signs” on the basis of whether a sign “communicat[es] a message or ideas” that do not fit within the Code’s other categories. *Id.*, at 23. It then subjects each of these categories to different restrictions.

The restrictions in the Sign Code that apply to any given sign thus depend entirely on the communicative content of the sign. If a sign informs its reader of the time and place a book club will discuss John Locke’s *Two Treatises of Government*, that sign will be treated differently from a sign expressing the view that one should vote for one of Locke’s followers in an upcoming election, and both signs will be treated differently from a sign expressing an ideological view rooted in Locke’s theory of government. More to the point, the Church’s signs inviting people to attend its worship services are treated differently from signs conveying other types of ideas. On its face, the Sign Code is a content-based regulation of speech. We thus have no need to consider the government’s justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny.

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C

In reaching the contrary conclusion, the Court of Appeals offered several theories to explain why the Town’s Sign Code should be deemed content neutral. None is persuasive.

1

The Court of Appeals first determined that the Sign Code was content neutral because the Town “did not adopt its regulation of speech [based on] disagree[ment] with the message conveyed,” and its justifications for regulating temporary directional signs were “unrelated to the content of the sign.” 707 F. 3d, at 1071–1072. In its brief to this Court, the United States similarly contends that a sign regulation is content neutral—even if it expressly draws distinctions based on the sign’s communicative content—if those distinctions can be “justified without reference to the content of the regulated speech.” Brief for United States as *Amicus Curiae* 20, 24 (quoting *Ward, supra*, at 791; emphasis deleted).

But this analysis skips the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face. A law that is content based on its face is subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of “animus toward the ideas contained” in the regulated speech. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410, 429 (1993). We have thus made clear that “[i]llicit legislative intent is not the *sine qua non* of a violation of the First Amendment,” and a party opposing the government “need adduce ‘no evidence of an improper censorial motive.’” *Simon & Schuster, supra*, at 117. Although “a content-based purpose may be sufficient in certain circumstances to show that a regulation is content based, it is not necessary.” *Turner Broadcasting System, Inc. v. FCC*, 512 U. S. 622, 642 (1994). In other words, an

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innocuous justification cannot transform a facially content-based law into one that is content neutral.

That is why we have repeatedly considered whether a law is content neutral on its face *before* turning to the law’s justification or purpose. See, e.g., *Sorrell, supra*, at ____–____ (slip op., at 8–9) (statute was content based “on its face,” and there was also evidence of an impermissible legislative motive); *United States v. Eichman*, 496 U. S. 310, 315 (1990) (“Although the [statute] contains no explicit content-based limitation on the scope of prohibited conduct, it is nevertheless clear that the Government’s asserted *interest* is related to the suppression of free expression” (internal quotation marks omitted)); *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789, 804 (1984) (“The text of the ordinance is neutral,” and “there is not even a hint of bias or censorship in the City’s enactment or enforcement of this ordinance”); *Clark v. Community for Creative Non-Violence*, 468 U. S. 288, 293 (1984) (requiring that a facially content-neutral ban on camping must be “justified without reference to the content of the regulated speech”); *United States v. O’Brien*, 391 U. S. 367, 375, 377 (1968) (noting that the statute “on its face deals with conduct having no connection with speech,” but examining whether the “the governmental interest is unrelated to the suppression of free expression”). Because strict scrutiny applies either when a law is content based on its face or when the purpose and justification for the law are content based, a court must evaluate each question before it concludes that the law is content neutral and thus subject to a lower level of scrutiny.

The Court of Appeals and the United States misunderstand our decision in *Ward* as suggesting that a government’s purpose is relevant even when a law is content based on its face. That is incorrect. *Ward* had nothing to say about facially content-based restrictions because it involved a facially content-*neutral* ban on the use, in a

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city-owned music venue, of sound amplification systems not provided by the city. 491 U. S., at 787, and n. 2. In that context, we looked to governmental motive, including whether the government had regulated speech “because of disagreement” with its message, and whether the regulation was “justified without reference to the content of the speech.” *Id.*, at 791. But *Ward’s* framework “applies only if a statute is content neutral.” *Hill*, 530 U. S., at 766 (KENNEDY, J., dissenting). Its rules thus operate “to protect speech,” not “to restrict it.” *Id.*, at 765.

The First Amendment requires no less. Innocent motives do not eliminate the danger of censorship presented by a facially content-based statute, as future government officials may one day wield such statutes to suppress disfavored speech. That is why the First Amendment expressly targets the operation of the laws—*i.e.*, the “abridg[ement] of speech”—rather than merely the motives of those who enacted them. U. S. Const., Amdt. 1. “The vice of content-based legislation . . . is not that it is always used for invidious, thought-control purposes, but that it lends itself to use for those purposes.” *Hill, supra*, at 743 (SCALIA, J., dissenting).

For instance, in *NAACP v. Button*, 371 U. S. 415 (1963), the Court encountered a State’s attempt to use a statute prohibiting “improper solicitation” by attorneys to outlaw litigation-related speech of the National Association for the Advancement of Colored People. *Id.*, at 438. Although *Button* predated our more recent formulations of strict scrutiny, the Court rightly rejected the State’s claim that its interest in the “regulation of professional conduct” rendered the statute consistent with the First Amendment, observing that “it is no answer . . . to say . . . that the purpose of these regulations was merely to insure high professional standards and not to curtail free expression.” *Id.*, at 438–439. Likewise, one could easily imagine a Sign Code compliance manager who disliked the Church’s

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substantive teachings deploying the Sign Code to make it more difficult for the Church to inform the public of the location of its services. Accordingly, we have repeatedly “rejected the argument that ‘discriminatory . . . treatment is suspect under the First Amendment only when the legislature intends to suppress certain ideas.’” *Discovery Network*, 507 U. S., at 429. We do so again today.

2

The Court of Appeals next reasoned that the Sign Code was content neutral because it “does not mention any idea or viewpoint, let alone single one out for differential treatment.” 587 F. 3d, at 977. It reasoned that, for the purpose of the Code provisions, “[i]t makes no difference which candidate is supported, who sponsors the event, or what ideological perspective is asserted.” 707 F. 3d, at 1069.

The Town seizes on this reasoning, insisting that “content based” is a term of art that “should be applied flexibly” with the goal of protecting “viewpoints and ideas from government censorship or favoritism.” Brief for Respondents 22. In the Town’s view, a sign regulation that “does not censor or favor particular viewpoints or ideas” cannot be content based. *Ibid.* The Sign Code allegedly passes this test because its treatment of temporary directional signs does not raise any concerns that the government is “endorsing or suppressing ‘ideas or viewpoints,’” *id.*, at 27, and the provisions for political signs and ideological signs “are neutral as to particular ideas or viewpoints” within those categories. *Id.*, at 37.

This analysis conflates two distinct but related limitations that the First Amendment places on government regulation of speech. Government discrimination among viewpoints—or the regulation of speech based on “the specific motivating ideology or the opinion or perspective of the speaker”—is a “more blatant” and “egregious form of

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content discrimination.” *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829 (1995). But it is well established that “[t]he First Amendment’s hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic.” *Consolidated Edison Co. of N. Y. v. Public Serv. Comm’n of N. Y.*, 447 U. S. 530, 537 (1980).

Thus, a speech regulation targeted at specific subject matter is content based even if it does not discriminate among viewpoints within that subject matter. *Ibid.* For example, a law banning the use of sound trucks for political speech—and only political speech—would be a content-based regulation, even if it imposed no limits on the political viewpoints that could be expressed. See *Discovery Network, supra*, at 428. The Town’s Sign Code likewise singles out specific subject matter for differential treatment, even if it does not target viewpoints within that subject matter. Ideological messages are given more favorable treatment than messages concerning a political candidate, which are themselves given more favorable treatment than messages announcing an assembly of like-minded individuals. That is a paradigmatic example of content-based discrimination.

3

Finally, the Court of Appeals characterized the Sign Code’s distinctions as turning on “the content-neutral elements of who is speaking through the sign and whether and when an event is occurring.” 707 F. 3d, at 1069. That analysis is mistaken on both factual and legal grounds.

To start, the Sign Code’s distinctions are not speaker based. The restrictions for political, ideological, and temporary event signs apply equally no matter who sponsors them. If a local business, for example, sought to put up

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signs advertising the Church's meetings, those signs would be subject to the same limitations as such signs placed by the Church. And if Reed had decided to display signs in support of a particular candidate, he could have made those signs far larger—and kept them up for far longer—than signs inviting people to attend his church services. If the Code's distinctions were truly speaker based, both types of signs would receive the same treatment.

In any case, the fact that a distinction is speaker based does not, as the Court of Appeals seemed to believe, automatically render the distinction content neutral. Because “[s]peech restrictions based on the identity of the speaker are all too often simply a means to control content,” *Citizens United v. Federal Election Comm’n*, 558 U. S. 310, 340 (2010), we have insisted that “laws favoring some speakers over others demand strict scrutiny when the legislature’s speaker preference reflects a content preference,” *Turner*, 512 U. S., at 658. Thus, a law limiting the content of newspapers, but only newspapers, could not evade strict scrutiny simply because it could be characterized as speaker based. Likewise, a content-based law that restricted the political speech of all corporations would not become content neutral just because it singled out corporations as a class of speakers. See *Citizens United*, *supra*, at 340–341. Characterizing a distinction as speaker based is only the beginning—not the end—of the inquiry.

Nor do the Sign Code's distinctions hinge on “whether and when an event is occurring.” The Code does not permit citizens to post signs on any topic whatsoever within a set period leading up to an election, for example. Instead, come election time, it requires Town officials to determine whether a sign is “designed to influence the outcome of an election” (and thus “political”) or merely “communicating a message or ideas for noncommercial purposes” (and thus “ideological”). Glossary 24. That obvious content-based

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inquiry does not evade strict scrutiny review simply because an event (*i.e.*, an election) is involved.

And, just as with speaker-based laws, the fact that a distinction is event based does not render it content neutral. The Court of Appeals cited no precedent from this Court supporting its novel theory of an exception from the content-neutrality requirement for event-based laws. As we have explained, a speech regulation is content based if the law applies to particular speech because of the topic discussed or the idea or message expressed. *Supra*, at 6. A regulation that targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea. Here, the Code singles out signs bearing a particular message: the time and location of a specific event. This type of ordinance may seem like a perfectly rational way to regulate signs, but a clear and firm rule governing content neutrality is an essential means of protecting the freedom of speech, even if laws that might seem “entirely reasonable” will sometimes be “struck down because of their content-based nature.” *City of Ladue v. Gilleo*, 512 U. S. 43, 60 (1994) (O’Connor, J., concurring).

III

Because the Town’s Sign Code imposes content-based restrictions on speech, those provisions can stand only if they survive strict scrutiny, “which requires the Government to prove that the restriction furthers a compelling interest and is narrowly tailored to achieve that interest,” *Arizona Free Enterprise Club’s Freedom Club PAC v. Bennett*, 564 U. S. ___, ___ (2011) (slip op., at 8) (quoting *Citizens United*, 558 U. S., at 340). Thus, it is the Town’s burden to demonstrate that the Code’s differentiation between temporary directional signs and other types of signs, such as political signs and ideological signs, furthers a compelling governmental interest and is narrowly tai-

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lored to that end. See *ibid.*

The Town cannot do so. It has offered only two governmental interests in support of the distinctions the Sign Code draws: preserving the Town’s aesthetic appeal and traffic safety. Assuming for the sake of argument that those are compelling governmental interests, the Code’s distinctions fail as hopelessly underinclusive.

Starting with the preservation of aesthetics, temporary directional signs are “no greater an eyesore,” *Discovery Network*, 507 U. S., at 425, than ideological or political ones. Yet the Code allows unlimited proliferation of larger ideological signs while strictly limiting the number, size, and duration of smaller directional ones. The Town cannot claim that placing strict limits on temporary directional signs is necessary to beautify the Town while at the same time allowing unlimited numbers of other types of signs that create the same problem.

The Town similarly has not shown that limiting temporary directional signs is necessary to eliminate threats to traffic safety, but that limiting other types of signs is not. The Town has offered no reason to believe that directional signs pose a greater threat to safety than do ideological or political signs. If anything, a sharply worded ideological sign seems more likely to distract a driver than a sign directing the public to a nearby church meeting.

In light of this underinclusiveness, the Town has not met its burden to prove that its Sign Code is narrowly tailored to further a compelling government interest. Because a “law cannot be regarded as protecting an interest of the highest order, and thus as justifying a restriction on truthful speech, when it leaves appreciable damage to that supposedly vital interest unprohibited,” *Republican Party of Minn. v. White*, 536 U. S. 765, 780 (2002), the Sign Code fails strict scrutiny.

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IV

Our decision today will not prevent governments from enacting effective sign laws. The Town asserts that an “absolutist” content-neutrality rule would render “virtually all distinctions in sign laws . . . subject to strict scrutiny,” Brief for Respondents 34–35, but that is not the case. Not “all distinctions” are subject to strict scrutiny, only *content-based* ones are. Laws that are *content neutral* are instead subject to lesser scrutiny. See *Clark*, 468 U. S., at 295.

The Town has ample content-neutral options available to resolve problems with safety and aesthetics. For example, its current Code regulates many aspects of signs that have nothing to do with a sign’s message: size, building materials, lighting, moving parts, and portability. See, e.g., §4.402(R). And on public property, the Town may go a long way toward entirely forbidding the posting of signs, so long as it does so in an evenhanded, content-neutral manner. See *Taxpayers for Vincent*, 466 U. S., at 817 (upholding content-neutral ban against posting signs on public property). Indeed, some lower courts have long held that similar content-based sign laws receive strict scrutiny, but there is no evidence that towns in those jurisdictions have suffered catastrophic effects. See, e.g., *Solantic, LLC v. Neptune Beach*, 410 F.3d 1250, 1264–1269 (CA11 2005) (sign categories similar to the town of Gilbert’s were content based and subject to strict scrutiny); *Matthews v. Needham*, 764 F.2d 58, 59–60 (CA1 1985) (law banning political signs but not commercial signs was content based and subject to strict scrutiny).

We acknowledge that a city might reasonably view the general regulation of signs as necessary because signs “take up space and may obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation.” *City of Ladue*, 512 U. S., at 48. At the same time, the presence of certain

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signs may be essential, both for vehicles and pedestrians, to guide traffic or to identify hazards and ensure safety. A sign ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers, and passengers—such as warning signs marking hazards on private property, signs directing traffic, or street numbers associated with private houses—well might survive strict scrutiny. The signs at issue in this case, including political and ideological signs and signs for events, are far removed from those purposes. As discussed above, they are facially content based and are neither justified by traditional safety concerns nor narrowly tailored.

* * *

We reverse the judgment of the Court of Appeals and remand the case for proceedings consistent with this opinion.

It is so ordered.

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ALITO, J., concurring

SUPREME COURT OF THE UNITED STATES

No. 13–502

CLYDE REED, ET AL., PETITIONERS *v.* TOWN OF
GILBERT, ARIZONA, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE ALITO, with whom JUSTICE KENNEDY and
JUSTICE SOTOMAYOR join, concurring.

I join the opinion of the Court but add a few words of
further explanation.

As the Court holds, what we have termed “content-
based” laws must satisfy strict scrutiny. Content-based
laws merit this protection because they present, albeit
sometimes in a subtler form, the same dangers as laws
that regulate speech based on viewpoint. Limiting speech
based on its “topic” or “subject” favors those who do not
want to disturb the status quo. Such regulations may
interfere with democratic self-government and the search
for truth. See *Consolidated Edison Co. of N. Y. v. Public
Serv. Comm’n of N. Y.*, 447 U. S. 530, 537 (1980).

As the Court shows, the regulations at issue in this case
are replete with content-based distinctions, and as a result
they must satisfy strict scrutiny. This does not mean,
however, that municipalities are powerless to enact and
enforce reasonable sign regulations. I will not attempt to
provide anything like a comprehensive list, but here are
some rules that would not be content based:

Rules regulating the size of signs. These rules may
distinguish among signs based on any content-neutral
criteria, including any relevant criteria listed below.

Rules regulating the locations in which signs may be

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placed. These rules may distinguish between free-standing signs and those attached to buildings.

Rules distinguishing between lighted and unlighted signs.

Rules distinguishing between signs with fixed messages and electronic signs with messages that change.

Rules that distinguish between the placement of signs on private and public property.

Rules distinguishing between the placement of signs on commercial and residential property.

Rules distinguishing between on-premises and off-premises signs.

Rules restricting the total number of signs allowed per mile of roadway.

Rules imposing time restrictions on signs advertising a one-time event. Rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed.*

In addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech. See *Pleasant Grove City v. Summum*, 555 U. S. 460, 467–469 (2009). They may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots.

Properly understood, today’s decision will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives.

*Of course, content-neutral restrictions on speech are not necessarily consistent with the First Amendment. Time, place, and manner restrictions “must be narrowly tailored to serve the government’s legitimate, content-neutral interests.” *Ward v. Rock Against Racism*, 491 U. S. 781, 798 (1989). But they need not meet the high standard imposed on viewpoint- and content-based restrictions.

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BREYER, J., concurring in judgment

SUPREME COURT OF THE UNITED STATES

No. 13–502

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ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE BREYER, concurring in the judgment.

I join JUSTICE KAGAN’s separate opinion. Like JUSTICE KAGAN I believe that categories alone cannot satisfactorily resolve the legal problem before us. The First Amendment requires greater judicial sensitivity both to the Amendment’s expressive objectives and to the public’s legitimate need for regulation than a simple recitation of categories, such as “content discrimination” and “strict scrutiny,” would permit. In my view, the category “content discrimination” is better considered in many contexts, including here, as a rule of thumb, rather than as an automatic “strict scrutiny” trigger, leading to almost certain legal condemnation.

To use content discrimination to trigger strict scrutiny sometimes makes perfect sense. There are cases in which the Court has found content discrimination an unconstitutional method for suppressing a viewpoint. *E.g.*, *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 828–829 (1995); see also *Boos v. Barry*, 485 U. S. 312, 318–319 (1988) (plurality opinion) (applying strict scrutiny where the line between subject matter and viewpoint was not obvious). And there are cases where the Court has found content discrimination to reveal that rules governing a traditional public forum are, in fact, not a neutral way of fairly managing the forum in the interest of all

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speakers. *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 96 (1972) (“Once a forum is opened up to assembly or speaking by some groups, government may not prohibit others from assembling or speaking on the basis of what they intend to say”). In these types of cases, strict scrutiny is often appropriate, and content discrimination has thus served a useful purpose.

But content discrimination, while helping courts to identify unconstitutional suppression of expression, cannot and should not *always* trigger strict scrutiny. To say that it is not an automatic “strict scrutiny” trigger is not to argue against that concept’s use. I readily concede, for example, that content discrimination, as a conceptual tool, can sometimes reveal weaknesses in the government’s rationale for a rule that limits speech. If, for example, a city looks to litter prevention as the rationale for a prohibition against placing newsracks dispensing free advertisements on public property, why does it exempt other newsracks causing similar litter? Cf. *Cincinnati v. Discovery Network, Inc.*, 507 U. S. 410 (1993). I also concede that, whenever government disfavors one kind of speech, it places that speech at a disadvantage, potentially interfering with the free marketplace of ideas and with an individual’s ability to express thoughts and ideas that can help that individual determine the kind of society in which he wishes to live, help shape that society, and help define his place within it.

Nonetheless, in these latter instances to use the presence of content discrimination automatically to trigger strict scrutiny and thereby call into play a strong presumption against constitutionality goes too far. That is because virtually all government activities involve speech, many of which involve the regulation of speech. Regulatory programs almost always require content discrimination. And to hold that such content discrimination triggers strict scrutiny is to write a recipe for judicial management

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of ordinary government regulatory activity.

Consider a few examples of speech regulated by government that inevitably involve content discrimination, but where a strong presumption against constitutionality has no place. Consider governmental regulation of securities, *e.g.*, 15 U. S. C. §78l (requirements for content that must be included in a registration statement); of energy conservation labeling-practices, *e.g.*, 42 U. S. C. §6294 (requirements for content that must be included on labels of certain consumer electronics); of prescription drugs, *e.g.*, 21 U. S. C. §353(b)(4)(A) (requiring a prescription drug label to bear the symbol “Rx only”); of doctor-patient confidentiality, *e.g.*, 38 U. S. C. §7332 (requiring confidentiality of certain medical records, but allowing a physician to disclose that the patient has HIV to the patient’s spouse or sexual partner); of income tax statements, *e.g.*, 26 U. S. C. §6039F (requiring taxpayers to furnish information about foreign gifts received if the aggregate amount exceeds \$10,000); of commercial airplane briefings, *e.g.*, 14 CFR §136.7 (2015) (requiring pilots to ensure that each passenger has been briefed on flight procedures, such as seatbelt fastening); of signs at petting zoos, *e.g.*, N. Y. Gen. Bus. Law Ann. §399–ff(3) (West Cum. Supp. 2015) (requiring petting zoos to post a sign at every exit “‘strongly recommend[ing] that persons wash their hands upon exiting the petting zoo area’”); and so on.

Nor can the majority avoid the application of strict scrutiny to all sorts of justifiable governmental regulations by relying on this Court’s many subcategories and exceptions to the rule. The Court has said, for example, that we should apply less strict standards to “commercial speech.” *Central Hudson Gas & Elec. Corp. v. Public Service Comm’n of N. Y.*, 447 U. S. 557, 562–563 (1980). But I have great concern that many justifiable instances of “content-based” regulation are noncommercial. And, worse than that, the Court has applied the heightened

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“strict scrutiny” standard even in cases where the less stringent “commercial speech” standard was appropriate. See *Sorrell v. IMS Health Inc.*, 564 U. S. ___, ___ (2011) (BREYER, J., dissenting) (slip op., at ___). The Court has also said that “government speech” escapes First Amendment strictures. See *Rust v. Sullivan*, 500 U. S. 173, 193–194 (1991). But regulated speech is typically private speech, not government speech. Further, the Court has said that, “[w]hen the basis for the content discrimination consists entirely of the very reason the entire class of speech at issue is proscribable, no significant danger of idea or viewpoint discrimination exists.” *R. A. V. v. St. Paul*, 505 U. S. 377, 388 (1992). But this exception accounts for only a few of the instances in which content discrimination is readily justifiable.

I recognize that the Court could escape the problem by watering down the force of the presumption against constitutionality that “strict scrutiny” normally carries with it. But, in my view, doing so will weaken the First Amendment’s protection in instances where “strict scrutiny” should apply in full force.

The better approach is to generally treat content discrimination as a strong reason weighing against the constitutionality of a rule where a traditional public forum, or where viewpoint discrimination, is threatened, but elsewhere treat it as a rule of thumb, finding it a helpful, but not determinative legal tool, in an appropriate case, to determine the strength of a justification. I would use content discrimination as a supplement to a more basic analysis, which, tracking most of our First Amendment cases, asks whether the regulation at issue works harm to First Amendment interests that is disproportionate in light of the relevant regulatory objectives. Answering this question requires examining the seriousness of the harm to speech, the importance of the countervailing objectives, the extent to which the law will achieve those objectives,

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and whether there are other, less restrictive ways of doing so. See, e.g., *United States v. Alvarez*, 567 U. S. ___, ___–___ (2012) (BREYER, J., concurring in judgment) (slip op., at 1–3); *Nixon v. Shrink Missouri Government PAC*, 528 U. S. 377, 400–403 (2000) (BREYER, J., concurring). Admittedly, this approach does not have the simplicity of a mechanical use of categories. But it does permit the government to regulate speech in numerous instances where the voters have authorized the government to regulate and where courts should hesitate to substitute judicial judgment for that of administrators.

Here, regulation of signage along the roadside, for purposes of safety and beautification is at issue. There is no traditional public forum nor do I find any general effort to censor a particular viewpoint. Consequently, the specific regulation at issue does not warrant “strict scrutiny.” Nonetheless, for the reasons that JUSTICE KAGAN sets forth, I believe that the Town of Gilbert’s regulatory rules violate the First Amendment. I consequently concur in the Court’s judgment only.

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KAGAN, J., concurring in judgment

SUPREME COURT OF THE UNITED STATES

No. 13–502

CLYDE REED, ET AL., PETITIONERS *v.* TOWN OF
GILBERT, ARIZONA, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE KAGAN, with whom JUSTICE GINSBURG and JUSTICE BREYER join, concurring in the judgment.

Countless cities and towns across America have adopted ordinances regulating the posting of signs, while exempting certain categories of signs based on their subject matter. For example, some municipalities generally prohibit illuminated signs in residential neighborhoods, but lift that ban for signs that identify the address of a home or the name of its owner or occupant. See, *e.g.*, City of Truth or Consequences, N. M., Code of Ordinances, ch. 16, Art. XIII, §§11–13–2.3, 11–13–2.9(H)(4) (2014). In other municipalities, safety signs such as “Blind Pedestrian Crossing” and “Hidden Driveway” can be posted without a permit, even as other permanent signs require one. See, *e.g.*, Code of Athens-Clarke County, Ga., Pt. III, §7–4–7(1) (1993). Elsewhere, historic site markers—for example, “George Washington Slept Here”—are also exempt from general regulations. See, *e.g.*, Dover, Del., Code of Ordinances, Pt. II, App. B, Art. 5, §4.5(F) (2012). And similarly, the federal Highway Beautification Act limits signs along interstate highways unless, for instance, they direct travelers to “scenic and historical attractions” or advertise free coffee. See 23 U. S. C. §§131(b), (c)(1), (c)(5).

Given the Court’s analysis, many sign ordinances of that kind are now in jeopardy. See *ante*, at 14 (acknowledging

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that “entirely reasonable” sign laws “will sometimes be struck down” under its approach (internal quotation marks omitted). Says the majority: When laws “single[] out specific subject matter,” they are “facially content based”; and when they are facially content based, they are automatically subject to strict scrutiny. *Ante*, at 12, 16–17. And although the majority holds out hope that some sign laws with subject-matter exemptions “might survive” that stringent review, *ante*, at 17, the likelihood is that most will be struck down. After all, it is the “rare case[] in which a speech restriction withstands strict scrutiny.” *Williams-Yulee v. Florida Bar*, 575 U. S. ___, ___ (2015) (slip op., at 9). To clear that high bar, the government must show that a content-based distinction “is necessary to serve a compelling state interest and is narrowly drawn to achieve that end.” *Arkansas Writers’ Project, Inc. v. Ragland*, 481 U. S. 221, 231 (1987). So on the majority’s view, courts would have to determine that a town has a compelling interest in informing passersby where George Washington slept. And likewise, courts would have to find that a town has no other way to prevent hidden-driveway mishaps than by specially treating hidden-driveway signs. (Well-placed speed bumps? Lower speed limits? Or how about just a ban on hidden driveways?) The consequence—unless courts water down strict scrutiny to something unrecognizable—is that our communities will find themselves in an unenviable bind: They will have to either repeal the exemptions that allow for helpful signs on streets and sidewalks, or else lift their sign restrictions altogether and resign themselves to the resulting clutter.*

*Even in trying (commendably) to limit today’s decision, JUSTICE ALITO’s concurrence highlights its far-reaching effects. According to JUSTICE ALITO, the majority does not subject to strict scrutiny regulations of “signs advertising a one-time event.” *Ante*, at 2 (ALITO, J., concurring). But of course it does. On the majority’s view, a law with an exception for such signs “singles out specific subject matter for

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Although the majority insists that applying strict scrutiny to all such ordinances is “essential” to protecting First Amendment freedoms, *ante*, at 14, I find it challenging to understand why that is so. This Court’s decisions articulate two important and related reasons for subjecting content-based speech regulations to the most exacting standard of review. The first is “to preserve an uninhibited marketplace of ideas in which truth will ultimately prevail.” *McCullen v. Coakley*, 573 U. S. ___, ___–___ (2014) (slip op., at 8–9) (internal quotation marks omitted). The second is to ensure that the government has not regulated speech “based on hostility—or favoritism—towards the underlying message expressed.” *R. A. V. v. St. Paul*, 505 U. S. 377, 386 (1992). Yet the subject-matter exemptions included in many sign ordinances do not implicate those concerns. Allowing residents, say, to install a light bulb over “name and address” signs but no others does not distort the marketplace of ideas. Nor does that different treatment give rise to an inference of impermissible government motive.

We apply strict scrutiny to facially content-based regulations of speech, in keeping with the rationales just described, when there is any “realistic possibility that official suppression of ideas is afoot.” *Davenport v. Washington Ed. Assn.*, 551 U. S. 177, 189 (2007) (quoting *R. A. V.*, 505 U. S., at 390). That is always the case when the regulation facially differentiates on the basis of viewpoint. See *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U. S. 819, 829 (1995). It is also the case (except in non-public or limited public forums) when a law restricts “discussion of an entire topic” in public debate. *Consolidated*

differential treatment” and “defin[es] regulated speech by particular subject matter.” *Ante*, at 6, 12 (majority opinion). Indeed, the precise reason the majority applies strict scrutiny here is that “the Code singles out signs bearing a particular message: the time and location of a specific event.” *Ante*, at 14.

KAGAN, J., concurring in judgment

Edison Co. of N. Y. v. Public Serv. Comm'n of N. Y., 447 U. S. 530, 537, 539–540 (1980) (invalidating a limitation on speech about nuclear power). We have stated that “[i]f the marketplace of ideas is to remain free and open, governments must not be allowed to choose ‘which issues are worth discussing or debating.’” *Id.*, at 537–538 (quoting *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 96 (1972)). And we have recognized that such subject-matter restrictions, even though viewpoint-neutral on their face, may “suggest[] an attempt to give one side of a debatable public question an advantage in expressing its views to the people.” *First Nat. Bank of Boston v. Bellotti*, 435 U. S. 765, 785 (1978); accord, *ante*, at 1 (ALITO, J., concurring) (limiting all speech on one topic “favors those who do not want to disturb the status quo”). Subject-matter regulation, in other words, may have the intent or effect of favoring some ideas over others. When that is realistically possible—when the restriction “raises the specter that the Government may effectively drive certain ideas or viewpoints from the marketplace”—we insist that the law pass the most demanding constitutional test. *R. A. V.*, 505 U. S., at 387 (quoting *Simon & Schuster, Inc. v. Members of N. Y. State Crime Victims Bd.*, 502 U. S. 105, 116 (1991)).

But when that is not realistically possible, we may do well to relax our guard so that “entirely reasonable” laws imperiled by strict scrutiny can survive. *Ante*, at 14. This point is by no means new. Our concern with content-based regulation arises from the fear that the government will skew the public’s debate of ideas—so when “that risk is inconsequential, . . . strict scrutiny is unwarranted.” *Davenport*, 551 U. S., at 188; see *R. A. V.*, 505 U. S., at 388 (approving certain content-based distinctions when there is “no significant danger of idea or viewpoint discrimination”). To do its intended work, of course, the category of content-based regulation triggering strict scrutiny must

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sweep more broadly than the actual harm; that category exists to create a buffer zone guaranteeing that the government cannot favor or disfavor certain viewpoints. But that buffer zone need not extend forever. We can administer our content-regulation doctrine with a dose of common sense, so as to leave standing laws that in no way implicate its intended function.

And indeed we have done just that: Our cases have been far less rigid than the majority admits in applying strict scrutiny to facially content-based laws—including in cases just like this one. See *Davenport*, 551 U. S., at 188 (noting that “we have identified numerous situations in which [the] risk” attached to content-based laws is “attenuated”). In *Members of City Council of Los Angeles v. Taxpayers for Vincent*, 466 U. S. 789 (1984), the Court declined to apply strict scrutiny to a municipal ordinance that exempted address numbers and markers commemorating “historical, cultural, or artistic event[s]” from a generally applicable limit on sidewalk signs. *Id.*, at 792, n. 1 (listing exemptions); see *id.*, at 804–810 (upholding ordinance under intermediate scrutiny). After all, we explained, the law’s enactment and enforcement revealed “not even a hint of bias or censorship.” *Id.*, at 804; see also *Renton v. Playtime Theatres, Inc.*, 475 U. S. 41, 48 (1986) (applying intermediate scrutiny to a zoning law that facially distinguished among movie theaters based on content because it was “designed to prevent crime, protect the city’s retail trade, [and] maintain property values . . . , not to suppress the expression of unpopular views”). And another decision involving a similar law provides an alternative model. In *City of Ladue v. Gilleo*, 512 U. S. 43 (1994), the Court assumed *arguendo* that a sign ordinance’s exceptions for address signs, safety signs, and for-sale signs in residential areas did not trigger strict scrutiny. See *id.*, at 46–47, and n. 6 (listing exemptions); *id.*, at 53 (noting this assumption). We did not need to, and so did not, decide the

KAGAN, J., concurring in judgment

level-of-scrutiny question because the law’s breadth made it unconstitutional under any standard.

The majority could easily have taken *Ladue’s* tack here. The Town of Gilbert’s defense of its sign ordinance—most notably, the law’s distinctions between directional signs and others—does not pass strict scrutiny, or intermediate scrutiny, or even the laugh test. See *ante*, at 14–15 (discussing those distinctions). The Town, for example, provides no reason at all for prohibiting more than four directional signs on a property while placing no limits on the number of other types of signs. See Gilbert, Ariz., Land Development Code, ch. I, §§4.402(J), (P)(2) (2014). Similarly, the Town offers no coherent justification for restricting the size of directional signs to 6 square feet while allowing other signs to reach 20 square feet. See §§4.402(J), (P)(1). The best the Town could come up with at oral argument was that directional signs “need to be smaller because they need to guide travelers along a route.” Tr. of Oral Arg. 40. Why exactly a smaller sign better helps travelers get to where they are going is left a mystery. The absence of any sensible basis for these and other distinctions dooms the Town’s ordinance under even the intermediate scrutiny that the Court typically applies to “time, place, or manner” speech regulations. Accordingly, there is no need to decide in this case whether strict scrutiny applies to every sign ordinance in every town across this country containing a subject-matter exemption.

I suspect this Court and others will regret the majority’s insistence today on answering that question in the affirmative. As the years go by, courts will discover that thousands of towns have such ordinances, many of them “entirely reasonable.” *Ante*, at 14. And as the challenges to them mount, courts will have to invalidate one after the other. (This Court may soon find itself a veritable Supreme Board of Sign Review.) And courts will strike down those democratically enacted local laws even though no

Cite as: 576 U. S. ____ (2015)

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KAGAN, J., concurring in judgment

one—certainly not the majority—has ever explained why the vindication of First Amendment values requires that result. Because I see no reason why such an easy case calls for us to cast a constitutional pall on reasonable regulations quite unlike the law before us, I concur only in the judgment.

**Leon County
Board of County Commissioners**


Notes for Agenda Item #11

Leon County Board of County Commissioners

Cover Sheet for Agenda #11

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Ratification of the Actions Taken at the October 27, 2015 Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Programs

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Ken Morris, Assistant County Administrator Cristina Paredes, Director of the Office of Economic Vitality
Lead Staff/ Project Team:	Shanea Wilks, Director of Minority, Women, and Small Business Enterprise

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

- Option #1: Ratify the actions taken at the October 27, 2015 Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Programs.
- Option #2: Authorize the Chairman to execute an enabling resolution establishing the MWSBE Program Evaluation Committee for a period of six months from its establishment or completion of its report, whichever comes first, including the Board's direction regarding the charge and composition of the committee.

Options the Board may wish to consider for the charge and composition are included as part of the agenda item.

Report and Discussion

Background:

Currently, Leon County operates the MWBE and SBE Programs through the MWSBE Division. The MWBE program is race/gender specific meaning that the program either directly or through partners enhances participation in County procurements to achieve parity for MBEs and WBEs. Both programs have certification processes, which, if successfully completed, allow certified vendors to participate within the County's procurement opportunities. Both are currently administered based upon the 2009 MGT Disparity Study, which is the latest study to review the MWBE Program.

During the June 23, 2015 FY 2016 Budget Workshop, the Board provided direction to include \$250,000 for a disparity study update for the Minority Women Business Enterprise (MWBE) Program; however, prior to initiating the study, the Board directed staff to schedule a workshop in the fall (Attachment #1). The Board expressed interest in reviewing information on the certification process for the County's MWSBE Program and comparative information to other local jurisdictions and their models. Subsequently, the Board approved the scheduling of a workshop on MWSBE Programs for October 27, 2015.

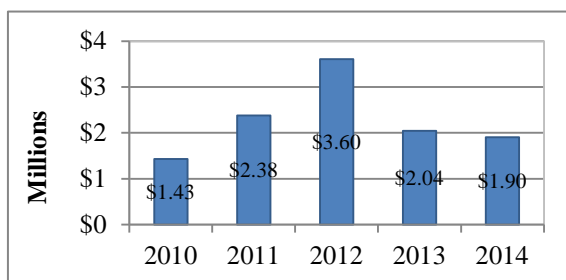
On October 27, 2015, the Board conducted a workshop overviewing the MWSBE Programs (Attachment #2). This agenda item seeks ratification of the Board's actions taken at the workshop and the Board's direction on the specific charge and composition of the MWSBE Program Evaluation Committee (Committee).

Analysis:

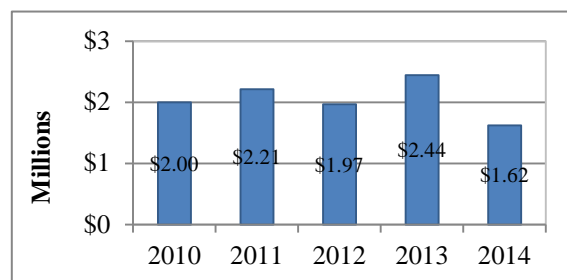
During the workshop, the Board received a presentation from staff regarding an overview of the County's MWSBE Program, comparative analysis of other jurisdictions' programs, as well as programmatic options regarding the MWSBE program.

As part of the workshop staff presented the expenditure activity for the MWBE program. Graphs #1 and #2 reflect the total MWBE expenditures for all procurement categories over the past five fiscal years.

Graph #1 MBE FY 2010 -2014 Expenditures



Graph #2: WBE FY 2010 -2014 Expenditures



These expenditures are reported to the Board as part of the County's regular reporting process and included in each report is a detailed analysis of the expenditures based on each procurement category (Attachment #3). The reported expenditures consist of expenditures from the County's Annual Operating Budget and Capital Improvement Program (CIP). There is a variation between FY 2012 and 2013, due to major construction projects being completed such as the Public Safety Complex, library construction/renovation projects, and jail renovations. Staff anticipates bringing the FY 2015 MWBE expenditure analysis to the Board in the early 2016.

In addition, staff presented the Board with programmatic options regarding the MWSBE program. After significant discussion, the Board directed that prior to commencement of the disparity study staff convene a MWSBE Program Evaluation Committee (Committee) for a period of six months from its establishment or completion of its report, whichever comes first. Based upon Board discussion, staff is seeking direction from the Board regarding the Committee's charge and composition.

Committee Charge: The Committee will act as an advisory committee making recommendations to the Board. The Committee will be provided with all relevant staffing necessary to understand the existing framework of the Purchasing and MWSBE policy.

The Board discussion at the workshop focused on the goal of improving minority and women participation in the County's procurement process; however, staff is seeking further clarification that is needed and essential to the process of charging the committee with either preparing:

- Programmatic recommendations to the existing race/gender specific MWSBE program; and alternatives to the current race/gender specific MWSBE program.

OR

- Programmatic recommendations to only the existing race/gender specific MWSBE program.

Composition: The Board's direction at the workshop was to ensure Staff has provided two approaches the Board may wish to consider in establishing this Committee. The Board may wish for each Commissioner to individually appoint a representative to serve on the Committee and provide the County Administrator with appointee by Monday, November 23, 2015. This option would require that each Commissioner reflect the desired diversity in their individual appointments and ensure that the Committee is convened quickly in order to complete its work within the six-month timeline requested by the Board.

Alternatively, the Board may wish to have the Committee nominated by certain entities, stakeholder groups and/or other community partners. Below is a proposed listing of entities that could be sought to nominate appointments for this Committee:

- The Big Bend Contractors' Association
- The Greater Tallahassee Chamber of Commerce
- The Capital City Chamber of Commerce
- The Big Bend Minority Chamber of Commerce
- FAMU Small Business Development Center
- The Leon County/Tallahassee Commission on the Status of Women and Girls
- The Leon County MWSBE Advisory Committee

Should the Board prefer this option, staff would contact each of these entities and others identified by the Board, to request an appointment to the Committee so that it could begin its efforts.

As stated previously, this agenda item seeks the Board's ratification of the actions at the October 27, 2015 MWSBE Workshop and the Board's direction regarding the Committee's charge and composition.

Options:

1. Ratify the actions taken at the October 27, 2015 Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Programs.
2. Authorize the Chairman to execute an enabling resolution establishing the MWSBE Program Evaluation Committee for a period of six months from its establishment or completion of its report, whichever comes first, including the Board's direction regarding the charge and composition of the committee.

Regarding the charge of the Committee, the Board may wish to:

3. Approve the charge of the MWSBE Program Evaluation Committee to provide feedback to the Board regarding programmatic recommendations to the existing race/gender specific MWSBE program and alternatives to the current race/gender specific MWSBE program.

OR

4. Approve the charge of the MWSBE Program Evaluation Committee that includes providing feedback for the Board regarding programmatic recommendations to the existing race/gender specific MWSBE program.

Regarding the composition of the Committee, the Board may wish to:

5. Approve the MWSBE Program Evaluation Committee composition by having each County Commissioner appoint a representative to serve on the Committee and notifying the County Administrator by Monday, November 23, 2015.

OR

6. Direct staff to contact each of the following stakeholders to request an appointment to the MWSBE Program Evaluation Committee.
 - The Big Bend Contractors' Association
 - The Greater Tallahassee Chamber of Commerce
 - The Capital City Chamber of Commerce
 - The Big Bend Minority Chamber of Commerce
 - FAMU Small Business Development Center
 - The Leon County/Tallahassee Commission on the Status of Women and Girls
 - The Leon County MWSBE Advisory Committee
7. Board direction.

Recommendation:

Options #1 and #2; and, Board direction regarding the Committee Charge and Composition.

Attachments:

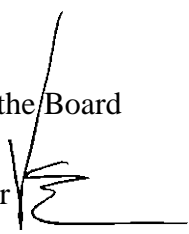
1. June 23, 2015 Consideration of Conducting a Disparity Study Update for the Minority, Women, and Small Business Enterprise Program Budget Workshop Item #9
2. October, 27, 2015 Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Programs
3. March 10, 2015 Status Report on MWBE Expenditures Item #15; January 21, 2014 Status Report of MWBE Expenditures Item #17; and, August 23, 2011 Report of MWBE Expenditures for FY10 Item #26

Leon County Board of County Commissioners

Budget Workshop Item #9

June 23, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Consideration of Conducting a Disparity Study Update for the Minority, Women, and Small Business Enterprise (MWSBE) Program

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Cristina Paredes, Director of the Office of Economic Vitality Shanea Wilks, Director, Minority, Women, and Small Business Enterprise Division

Fiscal Impact:

This item has been budgeted within the FY 2016 Tentative Budget in the amount of \$250,000.

Staff Recommendation:

- Option #1: Approve \$250,000 for a quantitative disparity study for the MWSBE Program.
- Option #2: Direct staff to issue a Request for Proposals to conduct the quantitative disparity study.

Report and Discussion

Background:

The 2009 Disparity Study Update, prepared by MGT of America (the “MGT Study”), was accepted by the Board during its October 27, 2009 meeting, subsequent to its October 13, 2009 workshop regarding the draft report (Attachment #1). Disparities studies are performed to serve as the evidentiary basis for continued race/gender based programs. The overall objective for the disparity study update in 2009 was to determine if data supported a “compelling interest” for the County to maintain a program to provide minority- and woman-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers.

To meet the requirements of the U.S. Supreme Court’s ruling in *City of Richmond v. J.A. Croson Co.*; narrow tailoring under the *Croson* standard requires that remedial goals be in line with measure availability. The Supreme Court in *Croson* recognized statistical measures of disparity that compared the number of qualified and available MWBEs with the rate of municipal construction dollars actually awarded to MWBEs in order to demonstrate disparity. MWBE programs must be limited in their geographical scope to the boundaries of the enacting government’s market place. In order for the County to comply with the U.S. Supreme Court’s ruling, the County must demonstrate a compelling governmental interest for minority and gender-based goals, which would include evidence of prior discrimination in the field/industry, and the goals must be narrowly tailored to remedy the effects of the prior discrimination.

The MGT Study states that, generally, utilization ratios of “80 percent or higher – indicating close to full participation – are not significant”, noting the court referenced the Equal Employment Opportunity Commission’s (EEOC) “80 percent rule”, which establishes this rule as the threshold for determining a prima facie (at first look) case of discrimination. The MGT Study further noted there is no standard measurement to evaluate levels of utilization within a procurement context; however, in the context of employment discrimination, an employment disparity ratio below 80 percent indicates a “substantial disparity.”

The 2009 MGT Disparity Study Update identified the number of available MWBEs within the market area, and categorized these firms by business category, race, and gender. Businesses classified as MWBEs were firms that were at least 51% owned and controlled by members of one of the following race/gender groups, whether or not they were county-certified MWBEs (African Americans, Hispanic Americans, Asian Americans, Native Americans, and Nonminority Women).

Based on statistical disparities between the percentage of funds expended with MWBEs in the market area and the number of available MWBEs, the MGT Study provided evidence to support a narrowly tailored program to promote the County’s utilization of MWBEs. The 2009 Disparity Study Update included proposed MWBE aspirational targets, which the Board incorporated in Policy No. 96-1, “Purchasing and Minority/Women Business Enterprise Policy” (Attachment #2).

This budget discussion item is essential to the Strategic Initiatives that the Board approved during its January 27, 2015 meeting, as a part of 2012 – 2016 Strategic Plan:

- **(EC2)** - Support business expansion and job creation, including: the implementation of the Leon County 2012 Job Creation Action Plan, to include evaluating the small business credit program. (2012)
- **(EC7)** - Promote the local economy by protecting jobs and identifying local purchasing, contracting and hiring opportunities. (2013)
- **(G1)** - Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service. (rev. 2013)
- **(G2)** – Sustain a culture of performance, and deliver effective efficient services that exceed expectations and demonstrate value.
- **(G3)** – Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community. (2012)
- **(G5)** – Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.

Analysis:

This budget discussion item seeks Board direction on the future of the Minority, Women, and Small Business Enterprise Programs. During the March 10, 2015 meeting, staff presented the Board with a status report of Minority and Women-Owned Business Enterprise Expenditures. Within the report, staff indicated a budget discussion item would be brought forth during the development of the FY 2016 budget. In addition, the Board would be provided with options relative to a new disparity study update to the one presented in 2009 by MGT of America and County staff.

The remainder of the analysis section addresses the following:

- An overview of the County's MWSBE Program
- Disparity Studies
- Small Business Enterprise Program

Leon County's Minority, Women, and Small Business Enterprise Program

Currently, Leon County operates the Minority and Women-Owned Business Enterprise (MWBE) and Small Business Enterprise (SBE) Programs through the MWSBE Division. Both programs have certification processes which, if successfully completed, allow for certified vendors to participate within the County's procurement opportunities. Both are currently administered based upon the 2009 MGT Disparity Study, which is the latest study to review the MWSBE Program.

Minority/Women Business Enterprise (MWBE) Program

The County adopted an MWBE policy in 1987. The program has been successful in providing opportunities for minority/women owned businesses to secure business with the County that may not have occurred without the program. Through certification, training and outreach, the program continues to have a positive impact on the targeted community.

Leon County's MWBE Program is a race/gender specific program whereby utilization of certified minority and women owned businesses is achieved through the identification of procurement opportunities for MWBEs within Leon County projects. The MWBE Program's

overall objective is to promote parity of MWBE firms in Leon County procurement activities through the utilization of aspirational targets and other means.

While co-located with the Purchasing Division, the MWSBE Division operates separately based upon the recommendation of the 2000 Disparity Study, an earlier study conducted by MGT of America. The Study also commended the County for elevating the MWBE Program to division level to improve the internal and external perception of the County's commitment to the Program's success; and for the co-location of the Divisions facilitating greater interaction and creating synergies of operations. The MWSBE Program is composed of two, separate program areas:

1. The MWBE component focuses on firms owned and operated by minorities and women; and,
2. The SBE component focuses on businesses that meet the small business criteria in terms of their size and net worth, regardless of the owner's gender or ethnicity.

In addition, the County and the City of Tallahassee share an Interlocal Agreement which encourages full participation by local MWBE's in the County's procurement processes and fosters more economic development throughout the community. The Agreement enables the County and the City to streamline the certification process for the MWBE applicants in the local market area, which consists of: Leon, Gadsden, Jefferson, and Wakulla counties. Leon County and the City MWBE Offices act as a one-stop shop, thus eliminating the need for multiple certifications. In addition, both jurisdictions mutually recognize the certifications of the other for the purposes of procurement opportunities. The current Agreement was approved by the Board on February 9, 2010.

Leon County's Small Business Enterprise (SBE) Program

During June 2006, the Board approved the establishment of the Small Business Enterprise (SBE) Program. The County currently operates a limited SBE Program. The purpose of the SBE Program is foster growth in Leon County's economy by affording small businesses an opportunity to gain experience, knowledge, and training to compete and secure contracts with Leon County. Unlike the MWBE Program, the SBE Program is race and gender neutral. The SBE Program is structured to reserve procurement opportunities for exclusive competition among SBE's when at least three SBE's are certified in the relevant procurement category and are available to compete for the procurement opportunity. According to County policy, the projects that are released through the SBE program have an estimated contract cost of less than \$100,000 (which varies across the business categories). Attachment #3 lists the criteria for procurement opportunities for SBE projects. A project cannot be recommended for the SBE Program if these criteria are not met. These requirements allow local certified businesses an opportunity to compete with companies of similar size, capacity, and net worth.

Policy Coordination with the City of Tallahassee's SBE Policy

County MWSBE staff and City of Tallahassee staff meet periodically to discuss policy changes and potential impacts to programs administered by both jurisdictions based upon the current executed Interlocal Agreement. The City of Tallahassee made several policy changes in January 2014; however, not all changes have been implemented to date, including a new City SBE Program. County and City staff continue to work on coordination, as mentioned in the Interlocal Agreement, 2010

consistency exists between the two programs. These meetings will include discussion relative to the City's SBE Program, its implementation, and inclusion within the Interlocal Agreement.

Disparity Study Update for the MWSBE Program

As previously stated, the County must demonstrate a compelling governmental interest for minority and gender-based goals in order to comply with the U.S. Supreme Court's ruling in *City of Richmond v. J.A. Croson*. Disparities studies are performed to serve as the evidentiary basis for continued race/gender based programs and the goals must be narrowly tailored to remedy the effects of the prior discrimination. Currently, the County MWSBE program operates under the recommendations made in the MGT October 15, 2009 Disparity Study Update, which includes statistical analysis of the differences between expenditures with MWBEs (utilization) and the proportionate share of qualified contractors within the market area which are qualified, willing and able to perform a particular service for the County and provides the legal basis for the program. Following *Richmond v. Croson* and a similar Supreme Court ruling that applied to federal agencies in *Adarand v. Peña*, **the U.S. Commission on Civil Rights issued a report in May 2006 (Disparity Studies as Evidence of Discrimination) recommending that localities discard disparity studies conducted using data that is more than five years old, as the "results are too outdated to justify preferential awards given today."** This guidance is utilized to withstand the legal challenges that may arise due to race/gender based programs that must satisfy strict scrutiny tests by showing a compelling governmental interest for maintaining such programs.

The findings and recommendations by the U.S. Commission on Civil Rights does not legally compel the County to perform a disparity study update but it will ensure that the County's MWBE program is based on timely and legally sufficient market information. An updated study may also serve as a deterrent to unnecessary procurement litigation. In order to continue the MWBE program and minimize the threat of litigation, the Board may wish to conduct a quantitative disparity study that focuses on the factual data analysis associated with the program which is the basis for determining the aspirational targets by industry. The following narrative details the components of a quantitative disparity study recommended for the continuance of the MWBE Program.

Quantitative Disparity Study

A quantitative disparity study is statistically focused in nature and designed to establish or maintain the legal validity of an MWBE program. In September 2008, the Board directed staff to engage MGT of America to prepare an update to the County's aspirational targets related to minority and women-owned businesses. The overall objective of the disparity study was to determine if data supports a "compelling interest" for the County to maintain a program to provide minority and women-owned business enterprises greater opportunities to participate in

County procurement activities as goods and services providers. The study was based upon MGT's review of the County's contractual and procurement data for the period of October 1, 2004 through September 30, 2008. The final report was completed and presented to the Board on October 15, 2009 and is referred to as the 2009 Disparity Study Update.

The 2009 Disparity Study Update focused primarily on statistical analysis (utilization and availability, disparity, and private sector utilization and disparity analyses); and, included a legal and programmatic review. It was conducted for a total cost of \$110,000. The current estimated costs associated with a quantitative disparity study range from \$250,000 to \$300,000.

Considerations for Next Steps:

As mentioned previously, a 2006 U.S. Commission on Civil Rights report recommends that localities discard disparity studies conducted using data that is more than five years old. Based upon this recommendation and the concern for unnecessary litigation, the Board may wish to consider moving forward with funding of a quantitative disparity study update. The tentative FY 2016 budget includes \$250,000 toward conducting a disparity study. A quantitative disparity study update is estimated to cost between \$250,000 and \$300,000.

Small Business Enterprise (SBE) Program

Another option for the Board's consideration is transitioning from the MWSBE program to an SBE program. As mentioned previously, the purpose of the County's SBE program is to foster growth in Leon County's economy by affording small businesses an opportunity to gain experience, knowledge, and training to compete and secure contracts. Unlike the MWBE Program, the SBE Program is race and gender neutral so it is not required to be supported by a disparity study. SBE programs offered by state and local governments focus on small businesses interested in maximizing their procurement opportunities with those governmental entities.

Previously, the Board contemplated transitioning to an SBE Program during the development of the FY 2012 budget (Attachment #4). The Board was presented with a report that contained information relative to the MWSBE Program, the differences between MWSBE goals and SBE goals, a listing of the few jurisdictions in the state that continue to use race and gender specific goals, and recommended policy revisions if the Board wished to transition to an SBE Program. While most urbanized Florida counties and cities offer race and gender neutral small business programs, very few jurisdictions have continued to utilize gender specific programs like the County's MWBE Program. Below is a listing of Florida local governments that still have race and gender specific programs similar to Leon County:

- Hillsborough County
- City of Hollywood
- City of Tallahassee
- City of Tampa
- Orange County
- Osceola County
- City of Orlando
- Polk County
- City of Jacksonville

Ultimately, the Board accepted staff's report as presented; and, directed staff to continue to review the SBE Program and its policies to increase small business participation. Should the Board choose to consider transitioning to an SBE-only program; staff will bring forth an agenda item analyzing components and best practices of SBE programs across the state as well as revisions to the SBE policy. In addition, the Board may wish to consider hiring a consultant to ensure the program functionality is consistent with SBE trends; and, to address the revisions to Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy that will be necessary.

Conclusion

In summary, the County continues to demonstrate its support of the local business community, including the minority, women-owned, and small business owners interested in participating in the organization's procurement opportunities, through the MWSBE Division. Due to the importance that the Board places on supporting small business, organizational support is demonstrated throughout the County's 2015 Strategic Plan. If the Board chooses to proceed with an update to the 2009 Disparity Study, staff would then recommend engaging in a quantitative disparity study, estimated to cost \$250,000 to \$300,000. Historically, MGT of America has conducted disparity studies for the County. The Board has the option to issue a Request for Proposals (RFP) to conduct the disparity study or to waive the formal bid process and direct staff come back with an Agreement with MGT of America for a disparity study update as it has done in the past. Should the Board wish to continue the MWBE program and ensure its legal validity, staff recommends issuing an RFP for a quantitative disparity study update (Options #1 & #2).

Should the Board choose to consider transitioning to an SBE-only program, the Board may wish to consider hiring a consultant to ensure the program functionality is consistent with SBE trends by examining best practices; and, to address the revisions to Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy that will be necessary.

Options:

1. Approve \$250,000 for a quantitative disparity study for the MWSBE Program.
2. Direct staff to issue a Request for Proposals to conduct the quantitative disparity study.
3. Waive the formal bid process and bring back to the Board an agreement with MGT of America for the recommended disparity study.
4. Approve the transition to an SBE-only program and direct staff to bring back an agenda item to consider hiring a consultant to recommend SBE best practices, policy revisions, and to ensure that the program is consistent with current SBE trends.
5. Board Direction.

Recommendation:

Options #1 and #2 are included in the tentative FY2016 budget.

Attachments:

1. 2009 Disparity Study Update
2. Purchasing and Minority, Women and Small Business Enterprise Policy (Policy 96-1)
3. SBE Program Overview
4. Budget Discussion Item #4, March 17, 2011 Budget Hearings

WORKSHOP

Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Programs

**Tuesday, October 27, 2015
1:30 – 3:00 p.m.**

**Leon County Board of County Commissioners' Chambers
Leon County Courthouse, 5th Floor**


Leon County Board of County Commissioners

Notes for Workshop

Leon County Board of County Commissioners Workshop Cover Sheet

October 27, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Workshop Providing an Overview of the Minority, Women, and Small Business Enterprise Programs and Board Consideration of Funding a Disparity Study

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of the Office of Economic Development
Lead Staff/ Project Team:	Shanea Wilks, Director of Minority, Women, and Small Business Enterprise

Fiscal Impact:

This item has been budgeted within the FY 2016 Budget in the amount of \$250,000.

Staff Recommendation:

- Option #1: Authorize the County Administrator to issue a Request for Proposals to conduct the quantitative disparity study.
- Option #2: Authorize the County Administrator to initiate discussions with the City of Tallahassee to explore collaboration efforts on a single disparity study.
- Option #3: Direct staff to bring back an agenda item for the Board's consideration on policy enhancements to the County's SBE program.

Report and Discussion

Background:

During the March 10, 2015 meeting, staff presented the Board with a status report of Minority and Women-Owned Business Enterprise Expenditures (Attachment #1). Within the report, staff indicated a budget discussion item would be brought forth during the development of the FY 2016 budget relative to a new disparity study update to the one presented in 2009 by MGT of America and County staff.

During the June 23, 2015 FY 2016 Budget Workshop, the Board provided direction to include \$250,000 for a disparity study update for the Minority Women Business Enterprise (MWBE) Program; however, prior to initiating the study, the Board directed staff to schedule a workshop in the fall (Attachment #2). The Board expressed interest in reviewing information on the certification process for the County's MWSBE Program and comparative information to other local jurisdictions and their models. Subsequently, the Board approved the scheduling of a workshop on MWSBE Programs for October 27, 2015.

Analysis:

This workshop item provides an analysis on the following:

- I. Leon County's MWSBE Program
- II. Comparative Analysis of Other Jurisdictions Programs
- III. Programmatic Options Regarding the County's MWSBE Program

I. Leon County's Minority, Women, and Small Business Enterprise Program

Currently, Leon County operates the MWBE and SBE Programs through the MWSBE Division. The MWBE program is race/gender specific meaning that the program either directly or through partners enhances participation in County procurements to achieve parity for MBEs and WBEs. Both programs have certification processes, which, if successfully completed, allow certified vendors to participate within the County's procurement opportunities. Both are currently administered based upon the 2009 MGT Disparity Study, which is the latest study to review the MWBE Program.

Co-located with the Purchasing Division for operational efficiencies, the MWSBE Division operates separately based upon the recommendation of the 2000 Disparity Study, an earlier study conducted by MGT of America. The Study commended the County for elevating the MWBE Program to division level to improve the internal and external perception of the County's commitment to the Program's success; and for the co-location of the Divisions facilitating greater interaction and creating synergies of operations. The MWSBE Program is composed of two, separate program areas:

1. The MWBE component focuses on firms owned and operated by minorities and women; and,
2. The SBE component focuses on businesses that meet the small business criteria in terms of their size and net worth, regardless of the owner's gender or ethnicity.

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This section provides the Board with the following:

- Historical Background
- Certification Process
- Aspirational Targets
- Policy Coordination with City of Tallahassee

Historical Background

The County adopted an MWBE policy in 1987. The program has been successful in providing opportunities for minority/women owned businesses to secure business with the County that may not have occurred without the program. Through certification, training and outreach, the program continues to have a positive impact on the targeted community. The MWBE Program is a race/gender specific program whereby utilization of certified minority and women owned businesses is achieved through the identification of procurement opportunities for MWBEs within Leon County projects. The MWBE Program's overall objective is to promote parity of MWBE firms in Leon County procurement activities through the utilization of aspirational targets.

The 2009 Disparity Study Update, prepared by MGT of America (the "MGT Study"), was accepted by the Board during its October 27, 2009 meeting, subsequent to its October 13, 2009 workshop regarding the draft report (Attachment #3). Disparity studies are performed to serve as the evidentiary basis for continued race/gender based programs. The overall objective for the disparity study update in 2009 was to determine if data supported a "compelling interest" for the County to maintain a program to provide minority- and woman-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers. To meet the requirements of the U.S. Supreme Court's ruling in *City of Richmond v. J.A. Croson Co.*; narrow tailoring under the *Croson* standard requires that remedial goals be in line with measure availability. The Supreme Court in *Croson* recognized statistical measures of disparity that compared the number of qualified and available MWBEs with the rate of municipal construction dollars actually awarded to MWBEs in order to demonstrate disparity. MWBE programs must be limited in their geographical scope to the boundaries of the enacting government's market place.

In order for the County to comply with the U.S. Supreme Court's ruling, the County must demonstrate a compelling governmental interest for minority and gender-based goals, which would include evidence of prior discrimination in the field/industry, and the goals must be narrowly tailored to remedy the effects of the prior discrimination. The MGT Study states that, generally, utilization ratios of "80 percent or higher – indicating close to full participation" is not significant demonstration of discrimination, noting the court referenced the Equal Employment Opportunity Commission's (EEOC) "80 percent rule", which establishes this rule as the threshold for determining a prima facie (at first look) case of discrimination. In other words, the EEOC's "80 percent" rule assists in determining whether a company's selection system was having an "adverse impact" on a minority group. The "80 percent" rule is not intended as a legal definition, but is a practical means of keeping the attention of the enforcement agencies on serious discrepancies in rates of hiring, promotion and other selection decisions.

The MGT Study further noted there is no standard measurement to evaluate levels of utilization within a procurement context; however, in the context of employment discrimination, an employment disparity ratio below 80 percent indicates a “substantial disparity” meaning that overall selection process has an adverse impact, the adverse impact of the individual selection procedure should be analyzed.

The 2009 MGT Disparity Study Update identified the number of available MWBEs within the market area, and categorized these firms by business category, race, and gender. Businesses classified as MWBEs were firms that were at least 51% owned and controlled by members of one of the following race/gender groups, whether or not they were county-certified MWBEs (African Americans, Hispanic Americans, Asian Americans, Native Americans, and Nonminority Women). Based on statistical disparities between the percentage of funds expended with MWBEs in the market area and the number of available MWBEs, the MGT Study provided evidence to support a narrowly tailored program to promote the County’s utilization of MWBEs. The 2009 Disparity Study Update included proposed MWBE aspirational targets, which the Board incorporated in Policy No. 96-1, “Purchasing and Minority/Women Business Enterprise Policy” (Attachment #4).

MWBE Program Overview

The County utilizes aspirational targets, not requirements, in order to establish levels of participation by certified M/WBEs in procurement of goods and services. As prescribed in the recommendations by MGT of America, aspirational targets should vary by project, reflect realistic MWBE availability and vendors should demonstrate a good faith effort to meet these aspirational targets. Procurement categories, rather than population, establish aspirational targets in order to remedy the areas of underutilization and substantial underutilization among MWBE businesses and to reflect the market. When aspirational targets are present in solicitations, staff encourages prime contractors/consultants to utilize MWBE businesses to reach the parity levels as recommended by MGT of America and demonstrate a good faith effort to include MWBE businesses. The use of aspirational targets promotes relationship development between larger (primes) and smaller (subcontractors) businesses in the local market area (Leon, Gadsden, Jefferson, and Wakulla Counties); therefore, providing mentoring opportunities for smaller companies can provide an opportunity to enhance their business practices. Table #1 lists the County’s MWBE Aspirational Targets based on the most recent 2009 Disparity Study Update.

Table #1: Aspirational Targets – Policy No. 96-1

<i>Procurement Category</i>	<i>Aspirational MBE Target</i>	<i>Aspirational WBE Target</i>
Construction Prime Contractors	8%	5%
Construction Subcontractors	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%
Other Services	10%	8%
Materials and Supplies	1%	6%

Aspirational targets are considered to be the minimum level of MWBE participation expected for a particular procurement/project with consideration given to subcontracting opportunities and the availability of MWBEs in the market area that are capable of performing the work. Aspirational targets for individual bids/request for proposals (RFPs) may be lower than the participation level identified in Table #1 depending upon scope of work, which allows staff to identify the associated procurement category and the number of certified firms within the market area available to perform the services identified. Non-certified firms, even if owned by minority or woman, do not count towards participation. It must be noted, projects that receive state and federal funding the County's aspirational targets are superseded for state and federal procurement policies. Therefore, the aspirational targets identified within Table #1 cannot apply.

Tables #2 and #3 reflect the expenditure activity associated with MBE and WBE vendors for the previous five fiscal years. As part of the County's regular reporting process, the MWBE expenditure activity for these fiscal was presented in agenda items to the Board on March 10, 2015 (FY 2014 and 2013), January 21, 2014 (FY 2012 and 2011), and August 23, 2011 (FY 2010). The reported expenditures consist of expenditures from the County's Annual Operating Budget and Capital Improvement Program (CIP). There is a variation between FY 2012 and 2013, due to major construction projects being completed such as the Public Safety Complex, library construction/renovation projects, and jail renovations. The average MBE percentage of total expenditures for the period is 10.5%; WBE's is 9.6%; and, 79.9% expended with Non-MWBEs. For FY 2010 – 2014 the average MBE aspirational target for FY was 9.2% and the average WBE aspirational target was 9.5%. More detailed information regarding the MBE and WBE expenditures for the six procurement categories and the aspiration targets for the past five fiscal years can be found in Attachment #1 and Attachment #5.

Table #2
FY 2010 - FY 2014 MBE Expenditures

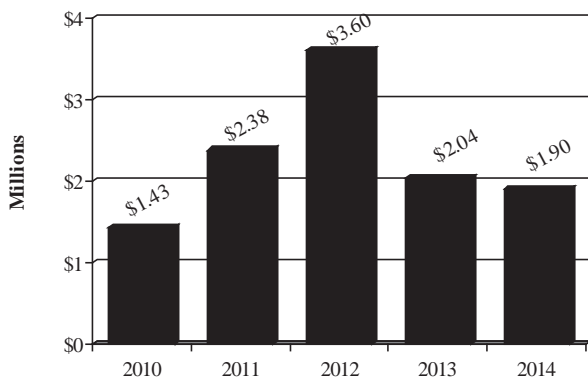
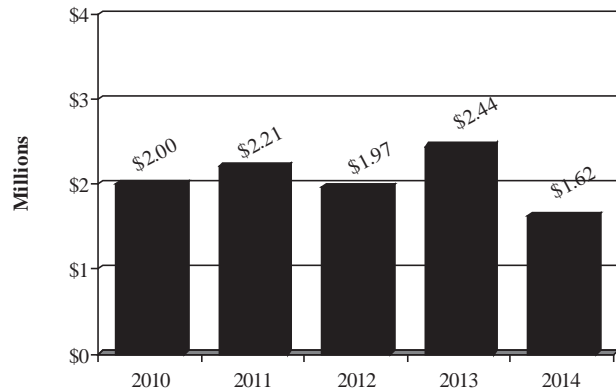


Table #3
FY 2010 - FY 2014 WBE Expenditures



In addition, County funded projects often utilize FDOT Prequalification and is another factor in limiting MWBE opportunities. This standard is mainly applied to County-funded projects involving road construction, bridge construction, and stormwater improvements and limits the opportunities for MWBE's, which are not prequalified, to bid as a prime contractor or potentially participate as a subcontractor. Contractor prequalification is the annual certification process, utilized by FDOT for construction contractors, which establishes the approved work classes and maximum capacity rating for which they are approved to bid and perform on any contract in excess of \$250,000.

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FDOT does not require prequalification to bid on projects funded at \$250,000 or less, to bid as a subcontractor in any amount, to bid on building projects (general contractor licensure is required), nor to bid on maintenance contracts. The County utilizes the FDOT Prequalification Certification and other licensures issued by the State of Florida, as Contractor Qualification standards due to the State of Florida being the regulatory authority for the provision of services requiring state licensure and/or certifications. Currently, one WBE is FDOT prequalified and no MBEs.

According to County policy, aspirational targets should reflect realistic MWBE availability and capability of performing the work for a particular project; and, for where there are opportunities for exemptions based upon Good Faith Efforts. The MWSBE Director, Purchasing representative, and an appropriate division or department representative shall review each proposed project or bid to determine the potential for subcontracting and for MWSBE utilization considering the scope of work, available and capable MWSBEs to potentially perform the work and opportunities for multiple bids. Based upon these and other reasonable factors, the MWSBE Director shall determine the recommended aspirational targets. If the recommended aspirational targets are lower than the applicable participation levels, the County Administrator is notified of the recommended modified aspirational targets and reasoning for such recommendations. The County Administrator then advises the Board, via email, and Commissioners have five business days to request a delay for the issuance of the bid/RFP and an agenda item regarding the recommended aspirational targets. This request for delay and further discussion can be effectuated by an individual Commissioner. If no Commissioner requests an agenda item within the five business days, staff is authorized to release the bid/RFP. During FY 2015, two requests were made by staff to lower the recommended aspirational targets due to the specialized nature of the work and vendor availability.

Leon County's Small Business Enterprise

During June 2006, the Board approved the establishment of the Small Business Enterprise (SBE) Program. The County currently operates a limited SBE Program. The purpose of the SBE Program is foster growth in Leon County's economy by affording small businesses an opportunity to gain experience, knowledge, and training to compete and secure contracts with Leon County. Unlike the MWBE Program, the SBE Program is race and gender neutral. To qualify as an SBE business must have a net worth of no more than \$2 million, employ 50 or fewer full/part-time employees, and the majority owner and the business must reside in Leon, Gadsden, Jefferson or Wakulla Counties. The SBE Program is structured to reserve procurement opportunities for exclusive competition among SBE's when at least three SBE's are certified in the relevant procurement category and are available to compete for the procurement opportunity. According to County policy, the projects that are released through the SBE program have an estimated contract cost of \$100,000 or less which varies across business categories as shown in Table #2.

Table #2: SBE Contract Cost Thresholds

Business Category	Estimated Contract Cost
Construction: Prime Contractor	\$100,000 or less
Professional Services	\$50,000 or less
Other Services	\$25,000 or less
Materials & Supplies	\$25,000 or less

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Through the SBE Program, RFPs and Bids will be reserved only for certified SBE's when at least three SBE's are certified in the commodity or service requested in the RFP and/or Bid. Small businesses participating in this program will be given the opportunity to develop and enhance their business; therefore increasing their ability to compete effectively in procurement arenas. It should be noted that a limited number of projects are currently being identified for the SBE Program, which results in limited opportunities for these certified businesses. Increasing the threshold categories within the SBE Program policy may address the limited number of projects being identified for the program. Staff recommends prepare a future agenda item on policy enhancements to the County's SBE program.

Certification Process

The County's certification process provides vendors with the opportunity to participate or compete for projects that have been identified as feasible for MWBE or SBE participation. Currently, applicants may obtain MBE, WBE, and SBE certifications. In addition, MWBE vendors may also receive dual certification for an SBE when applicable. Staff has worked diligently to provide a streamline process for certifications and provide dual certification when applicable. Applicants interested in certification have the capability of applying via paper application or through the County's online Contract Compliance Monitoring System. Supporting documentation must also be provided for determination of certification eligibility by all MBE, WBE, and SBE applicants (Attachment #5). Finally, site visits are conducted for final certification determination. The certifications are good for a period of two years before a vendor must file for recertification.

Leon County and the City of Tallahassee share an Interlocal Agreement (February 2010), which encourages full participation by local MWBE's in the County's procurement processes and fosters more economic development throughout the community. The Agreement enables the County and the City to streamline the certification process for the MWBE applicants in the local market area, which consists of Leon, Gadsden, Jefferson, and Wakulla counties. Leon County and the City MWBE Offices act as a one-stop shop, thus eliminating the need for multiple certifications. In addition, both jurisdictions mutually recognize the MWBE certifications of the other for the purposes of procurement opportunities.

Currently, SBE's are not included within the Interlocal Agreement; however, staff continues discussions with City staff to ensure all programs align. County and City staff continue to meet to ensure, as much as possible, continuity and consistency exists between the two programs. These meetings continue to explore opportunities relative to the City's SBE Program, its implementation, and inclusion within the Interlocal Agreement.

MWSBE Program Summary

The MWSBE Program provides access and opportunities to certified vendors to compete for projects identified as feasible for MWBE or SBE participation. Two factors often provide challenges for MWSBE opportunities within the Program: 1) projects that receive federal and state funding resulting in the County's aspirational targets being superseded by federal and state regulations and 2) the availability of large capital improvement projects (CIP). CIP Projects provide a significant number of opportunities for MWBE and SBE vendors versus other County procurement opportunities (i.e. professional services, materials and supplies, and other services).

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Based upon the aforementioned narrative, there have been opportunities provided for all vendors engaging in Leon County's procurement processes. However, a disparity study update may identify areas that are recommended for modification and efficiency improvements. A disparity study update may also provide a review of the MWSBE Program and information as to how the County can continue to support all vendors participating within its procurement processes.

As stated previously, procurement categories, rather than population, establish aspirational targets in order to remedy the areas of underutilization and substantial underutilization among MWBE businesses and to reflect the market. In order to continue the MWBE program and minimize the threat of litigation, the Board may wish to conduct a quantitative disparity study that focuses on the factual data analysis associated with the program that is the basis for determining the aspirational targets by industry, which is included in the FY 2016 budget. The need to conduct a disparity study arises from a Supreme Court ruling that applied to federal agencies in *Adarand v. Peña*, the U.S. Commission on Civil Rights issued a report in May 2006 (Disparity Studies as Evidence of Discrimination) recommending that localities discard disparity studies conducted using data that is more than five years old, as the "results are too outdated to justify preferential awards given today." This guidance is utilized to withstand the legal challenges that may arise due to race/gender based programs that must satisfy strict scrutiny tests by showing a compelling governmental interest for maintaining such programs. This option is further discussed in Section III Programmatic Options Regarding the County's MWBE program on page 10 of the workshop.

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II. Comparative Analysis of Other Jurisdiction Programs

This section provides information and analysis on programs currently being administered in other jurisdictions including MWBE (race/gender based aspirational goals), SBE (race/gender neutral goals), and DBE (social and economically disadvantaged goals).

Table #3: Comparative Analysis of Other Jurisdictional Programs

Entity	Population	Program Type			Stand Alone Office	FTE
		MWBE (Race/Gender Based Aspirational Goals)	SBE (Race/Gender Neutral Goals)	DBE (Social/Econ. Disadvantaged Goals)		
Alachua	256,309		X		Y	6
Atlanta, GA	447,841	X	X	X ¹	Y	15
Broward ²	1,838,844		X	X	Y	11
Charlotte, NC	792,862	X		X ¹	Y	9
Columbia, SC	133,358		X		N	2
Escambia*	305,817				NA	
Federal/State DOT	NA			X	NA	NA
Hillsborough	1,316,298	X	X		N	3
Leon	283,988	X	X		Y	1.75
Manatee*	342,106				NA	NA
Miami-Dade ³	2,617,176		X	X	Y	38
Orlando	255,483	X			Y	6
Palm Beach	1,372,171		X		Y	7
Pinellas	938,098		X		N	16
Sarasota	396,962				NA	NA
St. Lucie	291,028			X ¹	N	7
St. Petersburg	249,688		X		Y	1.5
Tallahassee	186,411	X	X	X	Y	3
Tampa	352,957	X	X		Y	5.5

Notes:

*Escambia and Manatee Counties do not administer an MBE, WBE, SBE, or DBE Program.

1) This DBE program operates only through the Aviation Department.

2) Broward County also utilizes a County Business Enterprise program and for businesses that have less than the maximum gross receipts (averaged over 3 years) of \$5 million, regardless of their industry.

3) Miami Dade County utilizes a Local Developing Business Program that is gender and race neutral for small businesses that have non-exclusive permits to provide general aeronautical services to commercial airlines and aircraft operators at Miami International Airport.

The programs identified as MWBE in Table #3 are race/gender based that utilize a goal setting process to enhance the opportunities for a race or gender class that has been identified to have experienced disparity in receiving procurement or contracting opportunities. The Atlanta, Charlotte, Hillsborough, Leon, Orlando, Tallahassee and Tampa jurisdictions all operate programs that are race/gender based similar to Leon County.

The programs identified as SBE in Table #3 are race/gender neutral and may be sole programs that provide small business assistance or components of larger programs that include MWBEs. Business assistance may include bonding assistance; and outreach activities such as business education workshops and networking opportunities. Some jurisdictions administered the SBE Program as a sheltered market program in which projects are set aside in various procurement categories with an identified maximum project value, to allow certified SBE vendors (MWBE and non-MWBE) to bid or compete within a sheltered market. Sheltered market means certified businesses are bidding or competing against other businesses of a like size and capacity. Some jurisdictions administer their SBE Program as a sheltered market program the same as Leon County. For example, Alachua County's SBE Program does not include a sheltered market; however, bidders are awarded points for SBE utilization; Palm Beach County's SBE Program currently does not include a sheltered market. However, there is a provision within their County ordinance to utilize the sheltered market, when their 15% participation goals for SBE's are not being met on their projects; Pinellas County administers an SBE Program that is a Sheltered Market Program only; and, St. Petersburg administers an SBE Program, which includes a Sheltered Market for construction set asides on goods and services. Whereas, Columbia, South Carolina administers a SBE program without a sheltered market that provides opportunities to their local market only.

Finally, the programs identified as DBE in Table #3 are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To be certified as a DBE, a firm must be a small business owned and controlled by socially and economically disadvantaged individuals. Certifiers make the determinations based upon on-site visits, personal interviews, reviews of licenses, stock ownership, equipment, bonding capacity, work completed, resume of principal owners and financial capacity. Federal law recognizes the USDOT to provide uniform criteria for certification, and establishes a ten percent goal at the national goal that is utilized as a tool in evaluating DBE opportunities to participate in DOT assisted contracts. The national ten percent goal does not authorize or require recipients to set overall or contract goals at the 10 percent level, or any other particular level, or to take any special administrative steps if their goals are above or below 10 percent. In addition, when a DBE goal is established the contract must be awarded to only those who make good faith efforts to meet it. State and local transportation agencies that receive DOT financial assistance are required to establish goals for the participation of DBEs. Each DOT-assisted State and local transportation agency is required to establish annual DBE goals, and review the scopes of anticipated large prime contracts throughout the year and establish contract-specific DBE subcontracting goals. The overall goal for the Florida Department of Transportation's (FDOT) Disadvantaged Business Enterprise (DBE) program for FHWA assisted contracts and for FTA assisted contracts are established on a triennial basis. The overall goal for federal fiscal years 2015 -2017 has been set at 9.91% for Federal Highway Administration (FHWA) assisted contracts and 8.72% for Federal Transit Authority (FTA) assisted contracts.

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As shown in Table #3, Atlanta, Broward, Charlotte, Miami-Dade, and St. Lucie operate DBE programs. It should be noted that these DBE programs are primarily utilized for airport and transportation related projects that often receive state and federal funding. The City of Tallahassee's DBE program is broader in the sense that it targets manufacturing, agriculture, state government, and educational facilities projects. While conducting a comparative analysis, staff inquired whether a program had transitioned from a race/gender specific to a race/gender neutral program. Miami Dade, Palm Beach, and St. Petersburg all indicated that their respective programs all transitioned to a race/gender neutral program. Both St. Petersburg (1999) and Palm Beach (2003) programs faced sunset provisions and transitioned into a SBE program whereas Miami Dade transitioned due to a lawsuit 10 years ago.

In addition to a traditional SBE program, Broward and Miami Dade County also utilize other local certification programs in order to increase participation of small businesses in projects as both prime contractors and subcontractors. Broward County utilizes a program referred to as County Business Enterprise (CBE) and has a cumulative goal of at least 25% participation by CBE certified firms in all County procurement contracts. All firms seeking CBE certification must have less than the maximum gross receipts (averaged over three years) of \$5 million, regardless of their industry, must be independent, have a continuing operation presence in Broward County for at one year prior, and have personal net worth under \$750,000. In Miami Dade County, Local Developing Business Program (LDB) is race/gender neutral for small businesses that have non-exclusive permits to provide general aeronautical services to commercial airlines and aircraft operators at Miami International Airport. The LDB program is designed to provide opportunities to businesses located and performing a commercially useful function in Miami-Dade County or be at least 51% owned by person(s) who reside in the County, cannot exceed a three year gross receipts of \$22.4 million, and possess required licenses to do business in the County. The certification must also be renewed annually.

III. Programmatic Options Regarding the County's MWSBE Program

This section discusses the options before the Board regarding the County's MWSBE Program including: A) maintaining a race/gender specific program and proceeding forward with the disparity study update, B) transitioning to a SBE or race gender neutral program or C) other options to consider such as a DBE program.

A. Disparity Study Update for the MWBE Program

The County must demonstrate a compelling governmental interest for minority and gender-based goals in order to comply with the U.S. Supreme Court's ruling in *City of Richmond v. J.A. Croson*. Disparities studies are performed to serve as the evidentiary basis for continued race/gender based programs and the goals must be narrowly tailored to remedy the effects of the prior discrimination. Currently, the County MWBE program operates under the recommendations made in the MGT October 15, 2009 Disparity Study Update, which includes statistical analysis of the differences between expenditures with MWBEs (utilization) and the proportionate share of qualified contractors within the market area which are qualified, willing and able to perform a particular service for the County and provides the legal basis for the program.

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Following *Richmond v. Croson* and a similar Supreme Court ruling that applied to federal agencies in *Adarand v. Peña*, the U.S. Commission on Civil Rights issued a report in May 2006 (Disparity Studies as Evidence of Discrimination) recommending that localities discard disparity studies conducted using data that is more than five years old, as the “results are too outdated to justify preferential awards given today.” This guidance is utilized to withstand the legal challenges that may arise due to race/gender based programs that must satisfy strict scrutiny tests by showing a compelling governmental interest for maintaining such programs.

The findings and recommendations by the U.S. Commission on Civil Rights does not legally compel the County to perform a disparity study update but it will ensure that the County’s MWBE program is based on timely and legally sufficient market information. An updated study may also serve as a deterrent to unnecessary procurement litigation. In order to continue the MWBE program and minimize the threat of litigation, the Board may wish to conduct a quantitative disparity study that focuses on the factual data analysis associated with the program that is the basis for determining the aspirational targets by industry, which is included in the FY 2016 budget. The following narrative details the components of a quantitative disparity study, should the Board wish to continue with a race gender specific program.

Quantitative Disparity Study

A quantitative disparity study is statistically focused in nature and designed to establish or maintain the legal validity of an MWBE program. In September 2008, the Board directed staff to engage MGT of America to prepare an update to the County’s aspirational targets related to minority and women-owned businesses. The overall objective of the disparity study was to determine if data supports a “compelling interest” for the County to maintain a program to provide minority and women-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers. The study was based upon MGT’s review of the County’s contractual and procurement data for the period of October 1, 2004 through September 30, 2008. The final report was completed and presented to the Board on October 15, 2009 and is referred to as the 2009 Disparity Study Update.

The 2009 Disparity Study Update focused primarily on statistical analysis (utilization and availability, disparity, and private sector utilization and disparity analyses); and, included a legal and programmatic review. It was conducted for a total cost of \$110,000. The FY 2016 budget includes \$250,000 for a quantitative disparity study.

Considerations

If the Board wishes to continue with a race gender specific program, staff recommends moving forward with funding of a quantitative disparity study update. The FY 2016 Budget includes \$250,000 toward conducting a disparity study. This recommendation is based upon a 2006 U.S. Commission on Civil Rights report recommends that localities discard disparity studies conducted using data that is more than five years old. It must be noted, projects that receive state and federal funding the County’s aspirational targets are superseded for state and federal procurement policies as stated previously.

The City of Tallahassee has also included funding for a disparity study within its FY 2016 Budget. If the Board approves the proceeding with a quantitative disparity study, it may also wish to consider exploring collaboration efforts with the City of Tallahassee for a joint study.

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The Board has funded a joint disparity previously. In 1994, a final report of a joint study was distributed to Leon County and Leon County Schools by MGT of America.

B. Small Business Enterprise (SBE) Program

Another option for the Board's consideration is transitioning from the MWSBE program to a race/gender neutral program or SBE program. As mentioned previously, the purpose of the County's SBE program is to foster growth in Leon County's economy by affording small businesses an opportunity to gain experience, knowledge, and training to compete and secure contracts. Unlike the MWBE Program, the SBE Program is race and gender neutral so it is not required to be supported by a disparity study. SBE programs offered by state and local governments focus on small businesses interested in maximizing their procurement opportunities with those governmental entities.

Previously, the Board contemplated transitioning to an SBE Program during the development of the FY 2012 budget (Attachment #6). The Board was presented with a report that contained information relative to the MWSBE Program, the differences between MWSBE goals and SBE goals, a listing of the few jurisdictions in the state that continue to use race and gender specific goals, and recommended policy revisions if the Board wished to transition to an SBE Program. While most urbanized Florida counties and cities offer race and gender neutral small business programs, very few jurisdictions have continued to utilize race and gender specific programs like the County's MWBE Program.

Ultimately, the Board accepted staff's report as presented. Should the Board choose to consider transitioning to an SBE-only program, staff will bring forth an agenda item analyzing components and best practices of SBE programs across the state as well as revisions to the SBE policy. In addition, the Board may wish to consider hiring a consultant to ensure the program functionality is consistent with SBE trends; and, to address the revisions to Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy that will be necessary. However, if the Board wishes to continue with a race gender specific program, staff recommends that an agenda item be brought to the Board for consideration on policy enhancements to the County's SBE program.

C. Other Options for Consideration

As demonstrated in the Section II, several other programs are utilized by cities and counties to provide opportunities for minority, women-owned, and small businesses. Most notability is the federal and state disadvantaged business enterprise program.

As previously stated, a DBE Program is a race-conscious program in which DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis. To be certified as a DBE, a firm must be a small business owned and controlled by socially and economically disadvantaged individuals. Certifiers make the determinations based upon on-site visits, personal interviews, reviews of licenses, stock ownership, equipment, bonding capacity, work completed, resume of principal owners and financial capacity.

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It should be noted that a majority of DBE programs are primarily utilized for airport and transportation related projects that often receive state and federal funding. Leon County's MWBE Program only allows for certification (participation) of minorities and non-minority women. Should the Board choose to consider transitioning, staff recommends hiring a consultant to ensure the program functionality is consistent with DBE trends by examining best practices; and, to address the revisions to Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy that will be necessary.

Conclusion

In summary, the County continues to demonstrate its support of the local business community, including the minority, women-owned, and small business owners interested in participating in the organization's procurement opportunities, through the MWSBE Division. Due to the importance that the Board places on supporting small business, organizational support is demonstrated throughout the County's 2015 Strategic Plan.

Should the Board wish to continue the race and gender specific program, then staff would recommend that the Board continue with the current MWBE program and proceed with issuing an RFP for a quantitative disparity study in coordination with the City (Options #1 & #2). Currently, the FY 2016 budget includes \$250,000 for this purpose; however, this amount could be less if it is determined that the County and the City can collaborate on a single disparity study for our community. The Board has the option to issue a RFP to conduct the disparity study or to waive the formal bid process and direct staff to come back with an Agreement with MGT of America for a disparity study update as it has done in the past. It must be noted, projects that receive state and federal funding the County's aspirational targets are superseded for state and federal procurement policies as stated previously. If the Board agrees to continue with the current County program, staff recommends that an agenda item be brought to the Board for consideration on policy enhancements to the County's SBE program.

Should the Board choose to consider transitioning to a race/gender neutral program or DBE program, the Board may wish to consider hiring a consultant to ensure the program functionality is consistent with SBE trends by examining best practices; and, to address the revisions to Policy 96-1, Purchasing and Minority, Women, and Small Business Enterprise Policy that will be necessary.

Options:

1. Authorize the County Administrator to issue a Request for Proposals to conduct the quantitative disparity study.
2. Authorize the County Administrator to initiate discussions with the City of Tallahassee to explore collaboration efforts on a single disparity study.
3. Direct staff to bring back an agenda item for the Board's consideration on policy enhancements to the County's SBE program.
4. Waive the formal bid process and bring back to the Board an agreement with MGT of America for the recommended disparity study.
5. Approve the transition to a race and gender neutral program and direct staff to bring back an agenda item to consider hiring a consultant to recommend SBE best practices, policy revisions, and to ensure that the program is consistent with current SBE trends.
6. Board direction.

Recommendation:

Options #1, #2, and #3.

Attachments:

1. Agenda Item: March 10, 2015 Status Report on FY 2013 and FY 2014 MWBE Program Expenditures Agenda Item #15
2. June 23, 2015 Budget Workshop Item: Consideration of Conducting a Disparity Study Update for the Minority, Women, and Small Business Enterprise Program
3. 2009 Disparity Study Update
4. Policy 96-1 Purchasing and Minority, Women and Small Business Enterprise Policy Adopted January 27, 2015
5. Agenda Item: January 21, 2014 Status Report on MWBE Expenditures and August 23, 2011 Status Report on MWBE Expenditures
6. MWSBE Program Certification Criteria
7. March 17, 2011 Budget Discussion Item #4

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Leon County
Board of County Commissioners
Cover Sheet for Agenda #15

March 10, 2015

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of the Status Report on FY 2013 and FY 2014 Minority and Women-Owned Business Enterprise Program Expenditures

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director of Economic Vitality
Lead Staff/ Project Team:	Shanea Wilks, Director of Minority, Women, & Small Business Enterprise

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report on FY 2013 and FY 2014 Minority and Women-Owned Business Enterprise (MWBE) Program expenditures (Attachments #1 and #2).

Report and Discussion**Background:**

This item provides a report on the County's FY 2013 and FY 2014 expenditures through the Minority and Women-Owned Business Enterprise (MWBE) Program. The following narrative provides a background on the 2009 MGT Disparity Study Update, which serves as a guiding document for the County's MWBE Program (Attachment #3).

The Disparity Study Update, prepared by MGT of America (the "MGT Study"), was accepted by the Board during its October 27, 2009 meeting, subsequent to its October 13, 2009 workshop regarding the draft report. The overall objective for the disparity study was to determine if data supported a "compelling interest" for the County to maintain a program to provide minority- and woman-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers.

To meet the requirements of the U.S. Supreme Courts rules in *City of Richmond v. J.A. Croson Co.*; narrow tailoring under the *Croson* standard requires that remedial goals be in line with measure availability. The Supreme Court in *Croson* recognized statistical measures of disparity that compared the number of qualified and available MWBEs with the rate of municipal construction dollars actually awarded to MWBEs in order to demonstrate disparity. MWBE programs must be limited in their geographical scope to the boundaries of the enacting government's market place. In order for the County to comply with the U.S. Supreme Court's ruling, the County must demonstrate a compelling governmental interest for minority and gender-based goals, which would include evidence of prior discrimination in the field/industry, and the goals must be narrowly tailored to remedy the effects of the prior discrimination.

The MGT Study states that, generally, utilization ratios of "80 percent or higher – indicating close to full participation – are not significant", noting the court referenced the Equal Employment Opportunity Commission's (EEOC) "80 percent rule", which establishes this rule as the threshold for determining a *prima facie* (at first look) case of discrimination. The MGT Study further noted there is no standard measurement to evaluate levels of utilization within a procurement context; however, in the context of employment discrimination, an employment disparity ratio below 80 percent indicates a "substantial disparity."

The MGT Disparity Study Update identified the number of available MWBEs within the market area, and categorized these firms by business category, race, and gender. Businesses classified as MWBEs were firms that were at least 51% owned and controlled by members of one of the following race/gender groups, whether or not they were county-certified MWBEs (African Americans, Hispanic Americans, Asian Americans, Native Americans, and Nonminority Women).

Based on statistical disparities between the percentage of funds expended with MWBEs in the market area and the number of available MWBEs, the MGT Study provided evidence to support a narrowly tailored program to promote the County's utilization of MWBEs. The 2009 Disparity Study Update included proposed MWBE aspirational targets, which the Board incorporated in Policy No. 96-1, "Purchasing and Minority/Women Business Enterprise Policy" (Attachment #4) and are illustrated in the analysis section under Table #1.

Analysis:

In accordance with the Purchasing and MWSBE Policy 96-1, the MWSBE Director evaluates relevant expenditures and contracting data to determine the performance and progress of the MWBE Program. This report conveys the expenditure evaluation, performed by the Director, to determine the amount of minority, women and non-MWBE businesses participation that exists in the County's procurement processes when aspirational targets are present and when aspirational targets are absent. As prescribed in the recommendations by MGT of America, aspirational targets should vary by project and reflect realistic MWBE availability.

Targets are established by procurement category, rather than population, to remedy the areas of underutilization and substantial underutilization among MWBE businesses in order to reflect the market. When aspirational targets are present in solicitations, staff encourages prime contractors/consultants to utilize MWBE businesses in order for the County to become closer to parity levels as recommended by MGT of America. The use of aspirational targets promotes relationship development between larger (primes) and smaller (subcontractors) businesses in the local market area (Leon, Gadsden, Jefferson, and Wakulla Counties); therefore, providing mentoring opportunities for smaller companies to be afforded an opportunity to enhance their business practices. Table #1 illustrates the County's MWBE Aspirational Targets based on the 2009 Disparity Study Update:

Table #1: Aspirational Targets – Policy No. 96-1

Procurement Category	Aspirational MBE Target	Aspirational WBE Target
Construction Prime Contractors	8%	5%
Construction Subcontractors	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%
Other Services	10%	8%
Materials and Supplies	1%	6%

Aspirational targets are considered to be the minimum level of MWBE participation expected for a particular procurement/project with consideration given to subcontracting opportunities and the availability of MWBEs in the market area that are capable of performing the work. Aspirational targets for individual bids/request for proposals (RFPs) may be higher or lower than the participation level identified in Table #1 depending upon scope of work, which allows staff to identify the associated procurement category and the number of certified firms within the market area available to perform the services identified. Non-certified firms (MWBE and non-MWBE) do not count towards participation.

If the recommended aspirational targets for an individual solicitation are lower than the applicable participation levels identified in Table #1, the County Administrator is notified of the recommended modified aspirational targets and reasoning for such recommendations.

The County Administrator then advises the Board, via email, and Commissioners have five business days to request a delay for the issuance of the bid/RFP and an agenda item regarding the recommended aspirational targets. This request for delay and further discussion can be effectuated by an individual Commissioner. If no Commissioner requests an agenda item within the five business days, staff is authorized to release the bid/RFP. During the last two fiscal years, five requests, out of 118 solicitations, were made by staff and subsequently released after the five-day period to lower the recommended aspirational targets due to the specialized nature of the work and vendor availability.

MWBE Expenditure Analysis

The expenditure evaluation process involves data being extracted from the County's financial system and processed in a manner consistent with the methodology utilized for the MGT Study; records not relevant to the report were excluded. Examples of expenditure activity excluded from the analysis includes: expenditures outside of the market area (Leon, Gadsden, Jefferson and Wakulla Counties), expenditures with nonprofit agencies, associations or councils, governmental entities, including universities, utilities, telephones, gasoline, p-cards, real estate, office rent, postage, and hospitals; travel-related expenses, including hotels, car rental, and conference fees and grants to various entities.

The following are brief summaries for each procurement category:

Architecture and Engineering (A&E) Prime Consultants: The activities associated with this category are professional services provided for the proper planning of special elements, and for ensuring an adequate response to the various site, civil, structural, mechanical, plumbing, and electrical requirements for the current building codes. Projects under A&E are distributed on an equitable basis to provide all firms with a reasonable opportunity for work assignments based on their area of expertise identified by the awarded firm.

Construction Prime Contractors: MWBE vendors must be the prime contractor submitting the actual bid to the County or be part of a joint venture, in order for the associated expenditures to apply to this category. Historically, staff has utilized Small Business Enterprise (SBE) vendors for small construction-related projects, which included housing rehabilitation, housing replacements, septic tank repair, and other small construction projects through the SBE Program (Attachment #5). Staff is continually seeking to identify opportunities for MWBE vendors to participate as prime contractors.

Construction Subcontractors: Construction subcontracting opportunities are achieved through solicitation when aspirational targets are present. Due to the presence of these aspirational targets and the implementation of the B2GNow Contract Compliance Monitoring System, staff continues to see strong MWBE subcontracting participation. Historically, the majority of MWBE participation has been realized through the Construction Subcontracting category. This category has provided project participation experience to certified MWBE vendors. However, project management experience is essential to strengthening the Construction Prime Category and the bonding capacity of MWBE vendors.

Materials and Supplies: The commodities purchased under this category (i.e. office supplies, equipment, miscellaneous building materials, and computers) are mainly based on the necessity of the departmental operating needs. Due to the types of services provided under this category, opportunities can be limited for MWBE vendors.

Other Services: Include services such as janitorial and repair services, uniform guard services etc. As noted in the tables below, the County exceeded the aspirational targets in this category.

Professional Services Prime Consultants: Include services such as auditing services, insurance services, legal services, advertising, and surveying. Based upon the nature of Professional Services contracts and the specificity of this category, staff continues to reach out to local agencies in order to identify additional firms in order to increase MWBE participation.

FY 2013 Minority and Women-Owned Business Expenditures

The following narrative is the analysis of FY 2013 Board expenditures with MWBEs. The reported expenditure activity is a combination of expenditures from the County's Annual Operating Budget and Capital Improvement Program. The MWBE FY 2013 MWBE expenditures are associated with the following County projects or services:

- Stormwater, drainage, and sewer projects including:
 - Apalachee Regional Park Ball Fields Water Mitigation
 - Killlearn Lakes Drainage Phase 1B
 - Edinburg Estates Drainage Improvements
 - Lafayette Street Phase II, Stormwater Improvements
 - Miscellaneous stormwater maintenance and eco-restoration projects
- Community park improvements in the Chaires and Miccosukee communities.
- Sidewalk construction and improvements - continuing services.

- Miscellaneous projects involving building renovations, roof repairs, parking lot improvements; and elevator repairs and upgrades at various County facilities.
- Janitorial, printing, real estate, and other miscellaneous services.

Table #2 provides the FY 2013 MBE Expenditures within the County's Operating Budget and Capital Improvement Program (CIP).

Table #2: FY 2013 Minority Business Enterprise (MBE) Expenditures

Category	FY 2013 MBE Expenditures by Category	FY 2013 Total Expenditures by Category	FY 2013 MBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$291,192	\$1,753,149	16.6%	12%
Construction Prime Contractors	\$155,805	\$10,530,157	1.5%	8%
Construction Reported Subcontractors	\$961,213	\$1,595,106	60.3%	17%
Materials and Supplies	\$9,029	\$2,523,455	.4%	1%
Other Services	\$605,024	\$3,039,347	19.9%	10%
Professional Services	\$18,926	\$646,486	2.9%	7%
Total	\$2,041,189	\$20,087,700	10.2%	N/A

Table #3 provides the WBE Expenditures for FY 2013 within the Board's Operating Budget and Capital Improvement Program (CIP).

Table #3: FY 2013 Women Business Enterprise (WBE) Expenditures

Category	FY 2013 WBE Expenditures by Category	FY 2013 Total Expenditures by Category	FY 2013 WBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$73,083	\$1,753,149	4.2%	14%
Construction Prime Contractors	\$793,745	\$10,530,157	7.5%	5%
Construction Reported Subcontractors	\$578,402	\$1,595,106	36.3%	9%
Materials and Supplies	\$455,144	\$2,523,455	18.0%	6%
Other Services	\$496,969	\$3,039,347	16.4%	8%
Professional Services	\$44,184	\$646,486	6.8%	15%
Total	\$2,441,527	\$20,087,700	12.2%	N/A

During FY 2013, MWBE expenditures continued to be strong in several categories and the combined aggregate amounts of MWBE expenditures were \$4,482,716 or an estimated 22.4%. It is important to note that these expenditures discussed above do not include

MWBE Expenditures associated with the Public Safety Complex, which is explained in the following section. While the County continues to be strong in several categories, historical trend of limited opportunities continues in certain expenditure categories, which is discussed in further detail:

- *MBE Expenditures:* For the category of MBE prime contractor, most procurement opportunities and the associated project size requires bonding, insurance, and experience that are historically found among larger sized companies the majority of the certified MBEs are small businesses with limited resources. As mentioned in the description of procurement categories, the opportunities for MBE vendors can be limited in the Materials and Supplies category due to the fact that commodities purchased under this category are mainly based on the necessity of departmental operating needs (i.e. office supplies, computers, and miscellaneous building materials). Professional Services opportunities are limited, even though staff has been able to identify firms in the areas of accounting and auditing, consulting, and legal services. Professional Services opportunities are often associated with continuing services agreements, which historically impact opportunities on an annual basis because of automatic renewal of agreements.
- *WBE Expenditures:* Opportunities are limited within the Architecture & Engineering category due to the small number of certified firms available. Departmental projects, requiring these services, are distributed on an equitable basis to provide all firms a reasonable opportunity based upon a firm's expertise. As stated above, continuing services agreements historically have impacted the Professional Services category because of the automatic renewal of agreements.

Public Safety Complex: MWBE Expenditures

The construction of the Public Safety Complex was accomplished through a joint agreement between Leon County and the City of Tallahassee. The total project budget was \$47.5 million with roughly \$30 million invested in construction and \$7 million in information technology. The remaining dollars were spent on engineering design, furnishings, etc. Approximately 86% of construction dollars were kept in the local economy and more than 25% of the project was completed by certified Minority-Owned Business Enterprises or Women-Owned Business Enterprises.

In order to realize a cost savings on the project, the City and the County purchased the materials associated with the project. These expenditures are not reflected in the FY 2013 MBE Expenditure table or the FY 2013 WBE Expenditure tables, due to these expenditures being associated with cash payments and the purchase of materials. The joint venture of Ajax Construction and Construction Support Southeast were hired for Construction Management Services; and, MBE and WBE participation was included within the project at 17% and 9% respectively. Expenditures are reported based upon an aggregate total of labor plus cash to provide the composite MWBE expenditures and participation percentages.

During FY 2012, there was \$1,659,276 in total subcontractor reported payment activity for the project. The reported MBE total expenditures for labor and materials are estimated as \$364,079 or 22%. The reported WBE total expenditures for labor and materials are estimated as \$151,342 or 9%. The total MWBE expenditure amount for FY 2012 is \$515,421 or approximately 31%.

During FY 2013, the majority of the project was completed. The reported MBE total expenditures for labor and materials are estimated as \$4,705,888 or 16%. The reported WBE total expenditures for labor and materials are estimated as \$2,913,550 or 10%. The total Non-Minority Male Expenditures (Prime and Reported Subcontractor categories) are estimated as \$8,621,814 or 29%. This amount is inclusive of an estimated \$2,255,262 in payments to the Prime Contractor and Reported Construction Subcontractor payments of \$6,366,552.

The project was completed at the estimated Guaranteed Maximum Price (GMP) of \$29,994,543. The aggregate MWBE expenditures for the project are an estimated \$8,134,859 or approximately 27%; and the aggregate Non-Minority Male Expenditures for the project are estimated as \$10,439,429 or 35%. The balance of the expenditures associated with the project are comprised of miscellaneous expenditures for materials, supplies, and adjustments within the project. As mentioned above, expenditures associated with the project are not reflected in the FY 2013 MWBE Report of Expenditures.

FY 2014 Minority and Women-Owned Business Expenditures

The following narrative is the analysis of FY 2014 Board expenditures with MWBEs. The reported expenditure activity is a combination of expenditures from the County's Annual Operating Budget and Capital Improvement Program. The MWBE for FY 2014 expenditures are associated with the following County projects or services:

- Stormwater, drainage, and sewer projects including:
 - Louvinia Drive/Portsmouth Circle Drainage Improvements
 - Killearn Lakes Unit 3 Drainage Improvements
 - Deer Lane Drain age Improvements
- Building and Roof Improvements including:
 - Bank of America
 - Fred George Greenway Museum and Nature Center
 - Lake Jackson Town Center
 - Leon County Jail Renovations
- Road resurfacing and stabilization - continuing services
- Miscellaneous projects involving minor repairs and painting at various County facilities.
- Janitorial, printing, real estate, and other miscellaneous services

Table #4 provides the MBE expenditures associated with projects included within Leon County's Operating Budget and Capital Improvement Program.

Table #4: FY 2014 Minority Business Enterprise (MBE) Expenditures

Category	FY 2014 MBE Expenditures by Category	FY 2014 Total Expenditures by Category	FY 2014 MBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$93,859	\$1,169,416	8.0%	12%
Construction Prime Contractors	\$76,357	\$10,132,618	0.8%	8%
Construction Reported Subcontractors	\$1,014,634	\$2,452,910	41.4%	17%
Materials and Supplies	\$0	\$453,269	0%	1%
Other Services	\$703,442	\$2,495,129	28.2%	10%
Professional Services	\$16,388	413,107	4.0%	7%
Total	\$1,904,680	\$17,116,449	11.1%	N/A

Table #5 provides the WBE expenditures associated with projects included within Leon County's Operating Budget and Capital Improvement Program.

Table #5: FY 2014 Women Business Enterprise (WBE) Expenditures

Category	FY 2014 WBE Expenditures by Category	FY 2014 Total Expenditures by Category	FY 2014 WBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$0	\$1,169,416	0.0%	14%
Construction Prime Contractors	\$225,603	\$10,132,618	2.2%	5%
Construction Reported Subcontractors	\$660,678	\$2,452,910	26.9%	9%
Materials and Supplies	\$145,006	\$453,269	31.9%	6%
Other Services	\$586,639	\$2,495,129	23.5%	8%
Professional Services	\$3,956	413,107	1.0%	15%
Total	\$1,621,882	\$17,116,449	9.5%	N/A

During FY 2014, MWBE expenditures continued to be strong in several categories and the combined aggregate amounts of MWBE expenditures were \$3,526,562 or 20.6%. A total of five MWBE expenditure categories met and/or exceeded the aspirational target; however, the historical trend of limited opportunities continues in certain expenditure categories, which is discussed in further detail below:

- *MBE Expenditures:* MBE expenditures will be impacted on an annual basis, in part, due to the A& E Continuing Services Agreement, which allows for the distribution of projects on an equitable basis to provide all firms a reasonable opportunity based upon

their expertise. There was only one certified MBE included within the County's A&E Agreement during FY 2014. For the category of MBE prime contractor, most procurement opportunities and the associated project size requires bonding, insurance, and experience that are historically found among larger sized companies the majority of the certified MBEs are small businesses with limited resources. As mentioned in the description of procurement categories, the opportunities for MBE vendors can be limited in the Materials and Supplies category due to the fact that commodities purchased under this category are mainly based on the necessity of departmental operating needs (i.e. office supplies, computers, and miscellaneous building materials). Professional Services opportunities are limited, even though staff has been able to identify firms in the areas of accounting and auditing, consulting, and legal services. Professional Services opportunities are often associated with continuing services agreements, which historically impact opportunities on an annual basis because of automatic renewal of agreements.

- *WBE Expenditures:* Opportunities are limited within the Architecture & Engineering category due to the small number of certified firms available. Departmental projects, requiring these services, are distributed on an equitable basis to provide all firms a reasonable opportunity based upon a firm's expertise. As stated above, continuing services agreements historically have impacted the Professional Services category because of the automatic renewal of agreements.

Disparity Study Update

Disparities studies are performed to serve as the evidentiary basis for continued race/gender based programs. In September 2008, the Board directed staff to engage MGT of America (MGT) to prepare an update to the County's aspirational targets related to minority and women-owned businesses. The overall objective of the disparity study was to determine if data supports a "compelling interest" for the County to maintain a program to provide minority and women-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers. This report was completed and presented to the Board on October 15, 2009.

Currently, the County M/WSBE program operates under the recommendations made in the MGT October 15, 2009 Disparity Study Update, which includes statistical analysis of the differences between expenditures with MWBEs (utilization) and the proportionate share of qualified contractors within the market area which are qualified, willing and able to perform a particular service for the County and provides the legal basis for the program. A May 2006, U.S. Commission on Civil Rights report recommends that localities discard disparity studies conducted using data that is more than five years old, as the "results are too outdated to justify preferential awards given today." Staff anticipates bringing forth a budget discussion item during the development of the FY 2016 budget to provide recommendations to the Board regarding a new disparity study and the MWSBE program. In the meantime, staff is working with the MWSBE Citizens Advisory Committee on revisions to the Purchasing and Minority, Women and Small Business Enterprise Policy (Policy 96-1), which will be included in the FY 2016 budget discussion item for the Board's consideration.

Conclusion

For the past two fiscal years, the County continues to meet or exceed the aspirational targets in a number of categories; in particular, the Aspirational Target for the Construction Subcontracting category has been greatly exceeded (\$1.97 million or 34%). The 2009 Disparity Study Update states that two narrowly tailored goal-setting features of an MWBE Program includes the reduction of the use of MWBE contract goals if the County determines that its goal is being exceeded and the reduction of contract goals for the following year, if the County exceeds MWBE goals with contract goals for two years. Staff is not recommending Board action at this time relative to the reduction of contract goals. However, staff will continue to promote M/WSBE utilization to ensure the County comes closer to attaining parity levels in those categories where the aspirational targets have not been met; and, as recommend by MGT, through the Small Business Enterprise Program where applicable.

Staff will continue to seek opportunities to strengthen participation within County projects for minority-owned and women-owned businesses by continuing to develop partnerships to help improve MW/SBE's business operations to increase success in procurement opportunities. This includes seeking partnerships with organizations that can aid in the provision of business development assistance and training in areas based upon MW/SBE vendor interest. In addition, staff will continuing to provide networking opportunities for MW/SBEs to develop new business relationships through co-sponsorship of the annual local observations of Small Business Week and the local observation of Minority Enterprise Development (MED) Week events. Finally, staff will continue to notify certified MWBE firms of the County's procurement opportunities.

Options:

1. Accept the status report on FY 2013 and FY 2014 Minority and Women-Owned Business Enterprise (MWBE) Program expenditures.
2. Do not accept the status report on FY 2013 and FY 2014 Minority and Women-Owned Business Enterprise (MWBE) Program expenditures.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. [FY 2013 Report of MWBE Expenditures](#)

2. [FY 2014 Report of MWBE Expenditures](#)
3. [2009 Disparity Study Update](#)
4. [Policy No. 96-1: Purchasing and Minority/Women Business Enterprise Policy](#)
5. [Small Business Enterprise Program](#)

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Leon County
Board of County Commissioners
Cover Sheet for Agenda #17

January 21, 2014

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of the Status Report of Minority and Women-Owned Business Enterprise Expenditures

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/Division Review and Approval:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Director, Economic Development & Business Partnerships
Lead Staff/Project Team:	Shanea Wilks, Director of Minority, Women, & Small Business Enterprise Division

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report of Minority and Women-Owned Business Enterprise expenditures.

Report and Discussion

Background:

This item provides a report on the County's expenditures through the Minority and Women-Owned Business Enterprise (M/WBE) Program. The following narrative provides a refresher on the MGT Disparity Study Update that serves as a guiding document for the County's M/WBE Program (Attachment #1).

The Disparity Study Update, prepared by MGT of America (the "MGT Study"), was accepted by the Board during its October 27, 2009 meeting, subsequent to its October 13, 2009 workshop regarding the draft report. The overall objective for the disparity study was to determine if data supported a "compelling interest" for the County to maintain a program to provide minority- and woman-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers.

To meet the requirements of the U.S. Supreme Courts rules in *City of Richmond v. J.A. Croson Co.*; narrow tailoring under the *Croson* standard requires that remedial goals be in line with measure availability. The Supreme Court in *Croson* recognized statistical measures of disparity that compared the number of qualified and available M/WBEs with the rate of municipal construction dollars actually awarded to M/WBEs in order to demonstrate disparity. M/WBE programs must be limited in its geographical scope to the boundaries of the enacting government's market place. In order for the County to comply with the U.S. Supreme Court's ruling, the County must demonstrate a compelling governmental interest for minority and gender-based goals, which would include evidence of prior discrimination in the field/industry, and the goals must be narrowly tailored to remedy the effects of the prior discrimination.

The MGT Study states that, generally, utilization ratios of "80 percent or higher - indicating close to full participation - are not significant", noting the court referenced the Equal Employment Opportunity Commission's "80 percent rule." The MGT Study further noted there is no standard measurement to evaluate levels of utilization within a procurement context; however, in the context of employment discrimination, an employment disparity ratio below 80 percent indicates a "substantial disparity."

The MGT Disparity Study Update identified the number of available M/WBEs within the market area, and categorized these firms by business category, race, and gender. Businesses classified as M/WBEs were firms that were at least 51% owned and controlled by members of one of the following race/gender groups, whether or not they were county-certified M/WBEs: African Americans, Hispanic Americans, Asian Americans, Native Americans, and Nonminority Women.

Based on statistical disparities between the percentage of funds expended with M/WBEs in the market area and the number of available M/WBEs, the MGT Study provided evidence to support a narrowly tailored program to promote the County's utilization of M/WBEs. The 2009 Disparity Study Update included proposed M/WBE aspirational targets, which the Board incorporated in Policy No. 96-1, "Purchasing and Minority/Women Business Enterprise Policy" and are illustrated in the analysis section under Table #1. The aspirational targets approximate 80% of the firms available within the market area.

Analysis:

In accordance with the Purchasing and M/WSBE Policy 96-1, the M/WSBE Director evaluates relevant expenditures and contracting data to determine the performance and progress of the

M/WBE Program. This report conveys the expenditure evaluation performed by the Director, given the importance placed on this program by the Board. The County's procurement activity and additional statistical analysis has assisted staff in determining the presence or absence of disparity in the County's contracting practices. The purpose of this analysis is to determine the amount of minority, women, and non-M/WBE businesses participation that exists in the County's procurement processes when aspirational targets are present and when aspirational targets are absent. As prescribed in the recommendations by MGT of America, aspirational targets should vary by project and reflect realistic M/WBE availability.

Targets are established to remedy the areas of underutilization and substantial underutilization among M/WBE businesses. When aspirational targets are present in solicitations, staff encourages prime contractors/consultants to utilize M/WBE businesses in order for the County to become closer to parity levels as recommended by MGT of America. The use of aspirational targets promotes relationship development between larger (primes) and smaller (subcontractors) businesses in the local market area (Leon, Gadsden, Jefferson, and Wakulla Counties); therefore, providing mentoring opportunities for smaller companies to be afforded an opportunity to enhance their business practices. **Table #1** illustrates the County's M/WBE Aspirational Targets based on the 2009 Disparity Study Update:

Table #1 - Aspirational Targets – Policy No. 96-1

<i>Procurement Category</i>	<i>Aspirational MBE Target</i>	<i>Aspirational WBE Target</i>
Construction Prime Contractors	8%	5%
Construction Subcontractors	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%
Other Services	10%	8%
Materials and Supplies	1%	6%

The aspirational targets for individual bids/request for proposals (RFP) may be higher or lower than the participation level identified in Table #1. Aspirational targets are considered to be the minimum level of M/WBE participation expected for a particular procurement; with consideration given to subcontracting opportunities and the availability of M/WBEs in the market area that are capable of performing the work.

If the recommended aspirational targets are lower than the applicable participation levels identified in Table #1, the County Administrator is notified of the recommended modified aspirational targets and reasoning for such recommendations. The County Administrator then advises the Board, via email, and Commissioners have five business days to request a delay for the issuance of the bid/RFP and an agenda item regarding the recommended aspirational targets. This request for delay and further discussion can be effectuated by an individual Commissioner. If no Commissioner requests an agenda item within the five business days, staff is authorized to release the bid/RFP.

Board Expenditure Analysis

The following narrative is the analysis of FY 2011 and FY 2012 Board expenditures with M/WBEs. Board expenditure analysis is typically conducted on an annual basis. However, the report was delayed due to a staffing transition between the previous and current MWSBE Director. The FY 2011 Report of Expenditures (Attachment #2) and the FY 2012 Report of Expenditures (Attachment #3) are reports that also include non-minority male expenditures.

The expenditure evaluation process involves data being extracted from the County's financial system and processed in a manner consistent with the methodology utilized for the MGT Study; records not relevant to the report were excluded. Examples of activity excluded from analysis

included expenditures outside of the market area (which includes Leon, Gadsden, Jefferson and Wakulla Counties); expenditures with nonprofit agencies, associations or councils, governmental entities, including universities; utilities, telephones, gasoline, p-cards, real estate, office rent, postage, and hospitals; travel-related expenses, including hotels, car rental, and conference fees; and grants to various entities.

FY 2011 Minority and Women-Owned Business Expenditures

A Minority Business Enterprise (MBE) is a business that is 51% owned by a person that identifies himself or herself as being African American, Hispanic American, Asian American, American Indian, Alaskan Native, and American Aleut descent. Table #2 provides the FY 2011 MBE Expenditures within the County's Operating Budget and Capital Improvement Program (CIP).

Table #2 – FY 2011 Minority Business Enterprise (MBE) Expenditures

Category	FY 2011 MBE Expenditures by Category	FY 2011 Total Expenditures by Category	FY 2011 MBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$207,509	\$3,822,616	5%	12%
Construction Prime Contractors	\$221,457	\$11,628,988	2%	8%
Construction Reported Subcontractors (reported via the B2GNow Contract Compliance Management System)	\$1,356,987	\$3,275,190	41%	17%
Materials and Supplies	\$0	\$3,037,108	0%	1%
Other Services	\$577,983	\$2,149,608	27%	10%
Professional Services	\$18,159	\$1,681,716	1%	7%
Total	\$2,382,095	\$25,595,226	9%	N/A

A Woman Business Enterprise (WBE) is a business that is 51% owned by an American woman that has not self-identified as a minority. Table #3 provides the WBE Expenditures for FY 2011 within the Board's Operating Budget and Capital Improvement Program (CIP).

Table #3 - FY 2011 Women Business Enterprise (WBE) Expenditures

Category	FY 2011 WBE Expenditures by Category	FY 2011 Total Expenditures by Category	FY 2011 WBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$13,241	\$3,822,616	.35%	14%
Construction Prime Contractors	\$77,976	\$11,628,988	1%	5%
Construction Reported Subcontractors (reported via the B2GNow Contract Compliance Management System)	\$924,436	\$3,275,190	28%	9%
Materials and Supplies	\$230,396	\$3,037,108	8%	6%
Other Services	\$679,566	\$2,149,608	32%	8%
Professional Services	\$288,344	\$1,681,716	17%	15%
Total	\$2,213,959	\$25,595,226	9%	N/A

FY 2011 MBE and WBE Expenditures are associated with projects or services including:

- Stormwater and sewer projects including Hampton Creek Stormwater Management Facility and Pedrick Creek Sewer
- Miscellaneous small construction projects

- Buck Lake Road Phase II and III, construction of the Northeast Branch Library and its addition, Dr. B. L. Perry Library Expansion, Asphaltic Concrete Continuing Services
- Purchase of technological equipment and other miscellaneous materials and supplies
- Janitorial, printing, real estate, and other miscellaneous services

FY 2012 Minority and Women-Owned Business Expenditures

FY 2012 includes M/WBE expenditures associated with various projects including Architectural and Engineering Services for the Public Safety Complex; and, various other projects that were included within Leon County's Operating Budget and Capital Improvement Program. The M/WBE Reported Subcontractor expenditure activity is also included and reflected separately. FY 2012 M/WBE expenditures for the Public Safety Complex are captured within this report at approximately 31% of the total subcontractor project expenditures for FY 2012. This is due to the project not being completed that year. The balance of the Public Safety Complex's M/WBE expenditures will be reflected within the FY 2013 Report of M/WBE Expenditures.

Table #4 provides the MBE Expenditures for FY 2012 within the Board's Operating Budget and Capital Improvement Program.

Table #4 - FY 2012 Minority Business Enterprise (MBE) Expenditures

Category	FY 2012 MBE Expenditures by Category	FY 2012 Total Expenditures by Category	FY 2012 MBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$183,824	\$2,886,453	6%	12%
Construction Prime Contractors	\$615,315	\$7,415,597	8%	8%
Construction Reported Subcontractors (reported via the B2GNow Contract Compliance Management System)	\$1,994,672	\$7,045,062	28%	17%
Materials and Supplies	\$22,963	\$1,771,707	1%	1%
Other Services	\$774,812	\$3,322,445	23%	10%
Professional Services	\$11,981	\$1,118,621	1%	7%
Total	\$3,603,567	\$23,559,885	15%	N/A

Table #5 provides the WBE Expenditures for FY 2012 within the Board's Operating Budget and Capital Improvement Program.

Table #5 - FY 2012 Women Business Enterprise (WBE) Expenditures

Category	FY 2012 WBE Expenditures by Category	FY 2012 Total Expenditures by Category	FY 2012 WBE Expenditure % by Category	Aspirational Target %
Architecture & Engineering	\$45,986	\$2,886,453	2%	14%
Construction Prime Contractors	\$74,181	\$7,415,597	1%	5%
Construction Reported Subcontractors (reported via the B2GNow Contract Compliance Management System)	\$1,274,133	\$7,045,062	18%	9%
Materials and Supplies	\$92,125	\$1,771,707	5%	6%
Other Services	\$472,925	\$3,322,445	14%	8%
Professional Services	\$6,935	\$1,118,621	0.62%	15%
Total	\$1,966,285	\$23,559,885	8%	N/A

FY 2012 MBE and WBE Expenditures are associated with projects or services such as:

- Civil Engineering Continuing Services
- Home rehabilitation, home replacement, and other miscellaneous construction projects
- Public Safety Center, Lake Jackson Library, Asphaltic Concrete Materials Continuing Services and other miscellaneous improvement projects including Magnolia Drive and Lafayette Intersection and Killearn Acres Subdivision Middle Basin Drainage
- Technological and other miscellaneous supplies
- Security, cleaning, painting, legal, and consulting services

Public Safety Complex

The construction of the Public Safety Complex has been accomplished through a joint agreement between Leon County and the City of Tallahassee. In order to realize a cost savings on the project, the City and the County purchased the materials associated with the project. The joint venture of Ajax Construction and Construction Support Southeast were hired for Construction Management Services; and, MBE and WBE participation was included within the project at 17% and 9% respectively. Despite the project being jointly funded by the City and the County, expenditures are reported based upon an aggregate total of labor plus cash to provide the composite MWBE expenditures and participation percentages.

During FY 2012, there was \$1,659,276 in total subcontractor reported payment activity for the project. The reported MBE total expenditures for labor and materials are estimated as \$364,079 or 22%. The reported WBE total expenditures for labor and materials are estimated as \$151,342 or 9%. The total MWBE expenditure amount for FY 2012 is \$515,421 or approximately 31%.

The balance of expenditure activity will be included in the FY 2013 MWBE Report of Expenditures, due to the majority of the project being completed in FY 2013. However, the current estimate for MWBE participation upon project completion is 26%.

Contractual Activity

During FY 2011, there were 65 contracts awarded by Leon County, with the associated payments totaling \$7,118,995. The concentration of contractual awards was in the Architectural and Engineering, Construction, and Other Services categories. Eighteen contracts included M/WBE aspirational targets for subcontracting which included two contracts having the aspirational targets lowered due to the specialized nature of the work and vendor availability. The resulting payments to M/WBEs totaled approximately \$1,068,026. Based upon the total contractual payments and the payments to M/WBEs, the M/WBE contractual utilization for FY 2011 was approximately 15%.

During FY 2012, there were there were 59 contracts awarded by Leon County, with the associated payments totaling \$18,687,286. The concentration of contractual awards was in the Construction and Materials and Supplies categories. There were 12 contracts that included M/WBE aspirational targets for subcontracting. The aspirational targets were lowered for two contracts due to the specialized nature of the work and vendor availability. The resulting payments to M/WBEs totaled approximately \$2,456,225. Based upon the total contractual payments and the payments to M/WBEs, the M/WBE contractual utilization for FY 2012 was approximately 13%.

The following are brief summaries for each procurement category:

Architecture and Engineering (A&E) Prime Consultants: The County utilizes vendors in an A&E continuing services agreement. Projects under A & E are distributed on an equitable basis to provide all firms with a reasonable opportunity for work assignments based on their area of expertise identified by the awarded firm.

Construction Prime Contractors: M/WBE vendors must be the prime contractor submitting the actual bid to the County or be part of a joint venture, in order for the associated expenditures to apply to this category. Staff has utilized the Small Business Enterprise (SBE) Program (Attachment #4) to provide bidding opportunities to companies that are similar in size and net worth. The MWBE expenditures reported within this category are associated with certified MWBE vendors that are also SBE certified. During FY 2011, the County awarded construction-related projects to MWBE vendors totaling approximately \$299,433 or 3% of the total expenditures for this category. FY 2011 MBE expenditures total \$221,457 or 2% of the total expenditures; and FY 2011 WBE expenditures total \$77,976 or 1% of the total expenditures. During FY 2012, the County awarded construction-related projects to MWBE vendors, which included housing rehabilitation, housing replacements, septic tank repair, and other small construction projects to certified local small businesses through the SBE Program. The dollar value associated with these projects totals approximately \$689,496 or 9% of the total expenditures for this category. FY 2012 MBE expenditures total \$615,315 or 8% of the total for Construction Prime Contractors and FY 2012 WBE expenditures total \$74,181 or 1% of the same category. Staff is continuing to identify opportunities for MWBE vendors to participate as prime contractors.

Construction Subcontractors: In this category, the County greatly exceeded the aspirational target for minorities and women in both fiscal years. Construction subcontracting opportunities are achieved through solicitation when aspirational targets are present. Due to the presence of these aspirational targets and the implementation of the B2GNow Contract Compliance Monitoring System, staff continues to see strong M/WBE subcontracting participation.

Professional Services Prime Consultants: Based upon the nature of Professional Services contracts (i.e. auditing services, insurance services, legal services, and advertising) staff has been able to identify M/WBE firms in the area of advertising and legal services. Due to the specificity of this category, staff will continue to reach out to other local agencies to identify additional firms in order to increase M/WBE participation.

Other Services: As noted in the tables above, the County exceeded the aspirational targets in this category (i.e. janitorial and repair services, uniform guard services and painting etc.), with MBE firms being utilized at 27% and WBE firms being utilized at 32% for FY 2011; and 23% MBE utilization and 14% WBE utilization for FY12.

Material and Supplies: The commodities purchased under this category (i.e. office supplies, equipment, miscellaneous building materials, and computers) are mainly based on the necessity of the departmental operating needs. Due to the type of services provided under this category, opportunities are limited for M/WBE vendors.

Conclusion: The County continues to meet or exceed the aspirational targets in a number of categories; in particular, the targets have been greatly exceeded in the area of sub-contracting. Staff will continue to promote M/WSBE utilization to ensure the County comes closer to attaining parity levels in those categories where the aspirational targets have not been met; and, as recommend by MGT, through the Small Business Enterprise Program where applicable.

In addition, staff will continue to seek opportunities to strengthen participation within County projects for minority and women businesses through:

- Identifying barriers that prevent M/WBE procurement opportunities.
- Continuing to host training sessions to prepare M/WBE firms for procurement opportunities. Staff has surveyed program participants and future trainings will include the areas of demand identified through the survey results such as financial planning, estimating, job cost control; and accounting.

- Continuing to develop partnerships to help improve M/WBE firms' operations to increase success in procurement opportunities. This includes seeking partnerships with organizations that can aid in the provision of business development assistance and training in areas based upon vendor demand.
- Continuing to provide networking opportunities for M/WBEs to develop new business relationships through co-sponsorships of the annual local observation of Small Business Week and the local observation of Minority Enterprise Development (MED) Week events.
- Continuing to notify certified M/WBE firms of the County's procurement opportunities.

Options:

1. Accept the status report of Minority and Women-Owned Business (M/WBE) Enterprise expenditures.
2. Do not accept the status report of Minority and Women-Owned Business (M/WBE) Enterprise expenditures.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. [2009 Disparity Study Update](#)
2. [FY 2011 Report of M/WBE Expenditures](#)
3. [FY 2012 Report of M/WBE Expenditures](#)
4. [Small Business Enterprise Program Overview](#)

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Board of County Commissioners

Leon County, Florida

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Agenda Item Executive Summary

Tuesday, August 23, 2011

Title:

Acceptance of Status Report on the Minority and Women-Owned Businesses Expenditures for FY 2010

Staff:

Vincent S. Long, County Administrator
Alan Rosenzweig, Assistant County Administrator
Iranetta J. Dennis, Minority, Women and Small Business Enterprise Director

Issue Briefing:

In accordance with the Purchasing and MWSBE Policy, the MWSBE Director annually evaluates relevant expenditure and contracting data to determine the performance and progress of the MWSBE Program. Given the importance placed on this program by the Board, staff has prepared this status report to convey the evaluation performed by the Director. Staff intends to continue to provide annual updates to the Board. This agenda item seeks the Board's acceptance of a report that analyzes FY 2010 expenditures with minority- and women-owned businesses within the local area (Attachments #1 and #2).

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Accept the status report on the minority and women-owned businesses expenditures for FY 2010

Report and Discussion

Background:

The Disparity Study Update, prepared by MGT of America (the "MGT Study"), was accepted by the Board during its October 27, 2009 meeting, subsequent to its October 13, 2009 workshop regarding the draft report. The overall objective for the Disparity Study was to determine if data supported a "compelling interest" for the County to maintain a program to provide minority- and woman-owned business enterprises (M/WBEs) greater opportunities to participate in County procurement activities as goods and services providers.

To meet the requirements of the U.S. Supreme Court's ruling in *City of Richmond v. J.A. Croson Co.*, narrow tailoring under the Croson standard requires that remedial goals be in line with measured availability. The Supreme Court recognized statistical measures of disparity that compared the number of qualified and available M/WBEs, with the rate of municipal construction dollars actually awarded to M/WBEs in order to demonstrate disparity. M/WBE programs must be limited in its geographical scope to the boundaries of the enacting government's marketplace. In order for the County to comply with the U.S. Supreme Court's ruling, the County must demonstrate a compelling governmental interest for minority and gender-based goals, which would include evidence of prior discrimination in the field/industry, and the goals must be narrowly tailored to remedy the effects of the prior discrimination.

The MGT Study states that, generally, utilization ratios of "80 percent or higher – indicating close to full participation – are not significant", noting the Court referenced the Equal Employment Opportunity Commission's "80 percent rule." The MGT Study further noted there is no standard measurement to evaluate levels of utilization within a procurement context; however, in the context of employment discrimination, an employment disparity ratio below 80 percent indicates a "substantial disparity."

The MGT Study identified the number of available M/WBEs within the market area, and categorized these firms by business category, race, and gender. Businesses classified as M/WBEs were firms that were at least 51% owned and controlled by members of one of the following race/gender groups, whether or not they were County-certified M/WBEs:

African Americans, Hispanic Americans, Asian Americans, Native Americans, and Non-minority women.

Based on statistical disparities between the percentage of funds expended with M/WBEs in the market area and the number of available M/WBEs, the MGT Study provided evidence to support a narrowly tailored program to promote the County's utilization of M/WBEs. The 2009 Disparity Study Update included proposed M/WBE aspirational targets, which the Board incorporated in Policy No. 96-1, "Purchasing and Minority/Women Business Enterprise Policy" (Table 1). The aspirational targets approximate 80% of the firms available within the market area.

The County's procurement activity and statistical analysis assists staff in determining the presence or absence of disparity in the County's contracting practices. The purpose of this analysis is to determine the amount of minority, women, and non-M/WBE businesses participation exists in the County's procurement processes when aspiratioanl targets are present, and when aspirational targets are absent.

Targets are established to remedy the areas of underutilization and substantial underutilization among M/WBE businesses. When aspirational targets are present in solicitations, staff encourages prime contractors/consultants to utilize M/WBE businesses in order for the County to become closer to parity levels as recommended by MGT of Amercia. The use of aspirational targets promotes relationship development between larger (primes) and smaller (subcontractors) businesses in the local market area (Leon, Gadsden, Jefferson, and Wakulla Counties); therefore, providing mentoring opportunities for smaller companies to enhance their business practices.

Prime aspirational targets are usually achieved through the Small Business Enterprise (SBE) program. The SBE program provides set-aside contracts for placement with small businesses.

Procurement Category	Aspirational MBE Target	Aspirational WBE Target
Construction Prime Contractors	8%	5%
Construction Subcontractors	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%

Other Services	10%	8%
Materials and Supplies	1%	6%

In accordance with the Purchasing and MWSBE Policy, the MWSBE Director annually evaluates relevant expenditure and contracting data to determine the performance and progress of the MWSBE Program. Given the importance placed on this program by the Board, staff has prepared this status report to convey the evaluation performed by the Director. Staff intends to continue to provide annual updates to the Board.

Staff has analyzed FY 2010 Board expenditures with M/WBEs. Expenditure data was extracted from the County's financial system, and processed in a manner consistent with the methodology utilized for the MGT Study; records not relevant to the report were excluded. Examples of activity excluded from analysis included expenditures outside of the market area; expenditures with nonprofit agencies, associations or councils, governmental entities, including universities; utilities, telephones, gasoline, p-cards, real estate, office rent, postage, and hospitals; travel-related expenses, including hotels, car rental, and conference fees; and grants to various entities.

Analysis:

Table 2 provides a summary of the data analyzed for the fiscal year ending September 30, 2010:

Table 2.

FY 2010 Net Expenditures							
Minority Subtotal		Aspirational Target	Non-minority Women		Aspirational Target	Non-MWBE	Total
\$	%	Policy No. 96-1	\$	%	Policy No. 96-1	\$	\$
Construction - Prime Contractors							
\$ 37,870	0.37	8%	\$387,319	4%	5%	\$9,873,079	\$10,298,268
Construction - Reported Subcontractors							
\$ 699,451	56%	17%	\$175,126	14%	9%	\$376,507	\$1,251,084
Architecture & Engineering - Prime Contractors							
\$141,393	5%	12%	\$210,926	7%	14%	\$2,558,645	\$2,910,964
Professional Services - Prime Contractors							
\$ 17,733	1%	7%	\$55,038	4%	15%	\$1,365,347	\$1,438,118
Other Services							
\$ 523,973	19%	10%	\$910,685	33%	8%	\$1,274,917	\$2,709,575
Materials and Supplies							
\$ 10,919	0.38	1%	\$257,261	9%	6%	\$2,579,671	\$2,847,851

Attachment #2 contains a detailed analysis for each procurement category. The following provides a brief summary:

Construction Prime Contractors: To fulfill this aspirational target, M/WBE's must be the prime contractor submitting the actual bid to the County or be part of a joint venture. Of the construction bids solicited, the County received 84 separate bids/responses; only three were from certified WBEs. In one bid, there were 15 non-M/WBE bidders, with only one bid submitted by a certified vendor. In the second bid, two certified vendors submitted bids; however, the low bidder was more than \$200,000 less expensive than the certified firm was.

Construction Subcontractors: As noted in the table, the County has exceeded the aspirational targets for subcontracting, based on the data reported. Subcontracting opportunities are achieved through solicitation when aspirational targets are present. Due to the presence of these aspirational targets, and the implementation of the contract management system, staff has seen an increase in the utilization of M/WBE subcontractors.

Architecture & Engineering (A & E) Prime Consultants: The County utilizes a Request for Proposal (RFP) process to acquire the services in this category; therefore, multiple vendors are included in an A&E continuing service agreement. Due to the limited number of solicitations, and the firms awarded an agreement with the County, aspirational targets set for this category were not reached during FY 2009/10. Projects are distributed on an equitable basis; therefore, providing all firms with a reasonable opportunity for work assignments, based on their area of expertise and the needs of the County. Staff anticipates these numbers to increase when projects become available in the area of expertise identified by the awarded M/WBE firm(s).

Professional Services Prime Consultants: Based on the nature of the Professional Services contracts (i.e., auditing services, insurance services, legal services, and advertising), staff has been unable to identify certified M/WBE firms capable to bid in the capacity of a prime consultant, except in the areas of advertising and legal services. Staff has identified 15 M/WBE firms that were utilized in this category. The majority of the M/WBEs businesses solicited provided expertise in the area of marketing and advertising. Due to the specificity of this category, staff has reached out to other agencies (i.e., Jefferson, Wakulla, and Gadsden counties), to determine if there are additional firms in order to increase vendor participation.

Other Services: There are a reasonable number of certified M/WBE vendors in this category. Staff anticipates utilization of certified M/WBE vendors to remain steady. As noted in the summary table, the County exceeded the aspirational targets in this category.

Material and Supplies: The commodities purchased under this category (i.e., office goods, supplies, equipment, miscellaneous building materials, and computers) are based on the necessity of the County's division operating needs. The County did not ascertain the aspirational target of 1% of expenses with MBE primes; but exceeded the 6% of expenses with WBEs by 2%. Due to the type of services provided under this category, opportunities are limited for M/WBE businesses.

Conclusion: Overall, the County has made significant increases in the utilization of M/WBE firms. Based on staff's analysis, the County continues to have a compelling interest to support a Minority and Women Business Enterprise program. Staff will continue to promote MWBE utilization on all procurement activity to ensure the County becomes closer to parity levels, as recommended by MGT, through the Small Business Program, when deemed reasonable. In addition, staff will continue to seek opportunities for minority and women businesses through:

- identifying barriers that prevent MWBE procurement opportunities.
- hosting training sessions to prepare MWBE firms for procurement bids.
- providing networking opportunities for MWBEs to develop new business relationships.

... developing partnerships to help improve MWBE firms' operations to increase success in procurement opportunities.

- continuing to notify certified MWBE firms of County procurement opportunities.
- providing County divisions with monthly reports on their MWBE utilization.
- providing smaller projects for MWBE firms to gain experience (when the MWBE is the lowest responsible bidder).
- providing an online certification process to make it easier for MWBE to become certified.

Options:

1. Accept the status report on the minority and women-owned businesses expenditures for FY 2010.
2. Do not accept the status report on the minority and women-owned businesses expenditures for FY 2010.
3. Board direction.

Recommendation:

Option #1.

Attachments:

1. Summary of FY 2010 Expenditures
2. Detail Analysis

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**Leon County
Board of County Commissioners**


Notes for Agenda Item #12

Leon County Board of County Commissioners

Cover Sheet for Agenda #12

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator 

Title: Approval of a Capital Funding Request by the Red Hills Horse Trials in the Amount of \$90,000

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director, Office of Economic Vitality
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Chris Holley, Assistant to the Director Brian Hickey, Sr. Sports Manager Heather Peeples, Management Analyst

Fiscal Impact:

This item has a fiscal impact. The item seeks approval of a \$90,000 capital improvement request by the Red Hills Horse Trials (RHHT), as recommended by the Tourist Development Council (TDC), to be paid from the Tourism Development fund balance. FY 2016 tourism funds have been approved to support the 2016 RHHT event in the amount of \$50,000 through the Tourism Development Signature Event Grant Program and \$10,000 for dedicated EMS ambulance service included in the Tourism Division's annual budget. Adequate funds are available in the Tourism Development fund balance and a Resolution and Budget Amendment Request is attached for the Board's approval of the \$90,000 capital improvement request (Attachment #1).

Staff Recommendation:

Option #1: Approve the Red Hills International Horse Trials' funding request in the amount of \$90,000 for capital improvements from Tourism Development fund balance, and approve the Resolution and associated Budget Amendment Request (Attachment #1).

Report and Discussion

Background:

Red Hills Horse Trials (RHHT) is a United States Eventing Association annual event held at Elinor Klapp Phipps Park in Tallahassee, Florida. Established in 1997, RHHT is a 501(C)(3) nonprofit organization with a mission to “educate the public regarding the sport of eventing, increase awareness of greenspace preservation and land management, and raise funds to benefit nonprofit organizations with compatible educational and environmental purposes.” With more than 400 volunteers, RHHT partners with sponsors, owners, and riders to host over 20,000 spectators each year in early March. Since 1998, this annual eventing competition has drawn spectators and participants from across the United States and numerous other countries.

From 2005 to the present day, the County has dedicated Emergency Medical Services (EMS) services, together with tourism special event grants of varying amounts. In late 2012, RHHT approached Tourism Development for \$36,350 of assistance to support travel of various officials required by the Federation Equestre Internationale (FEI) to sanction the event. The TDC recommended approval of the request on January 10, 2013. The Board approved the TDC’s recommendation on January 29, 2013, and requested a three-year funding plan for RHHT to avoid requests outside of the regular budget cycle.

In June 2013, RHHT requested the TDC support the relocation of the cross country course in time for the 2014 event. The cost of the relocation was \$113,884. The City of Tallahassee (City) provided approximately \$18,000 of in-kind support by its PRNAD staff and \$11,400 was raised through sponsorships by RHHT. The remaining balance of \$84,484 was brought back to the Board as a budget discussion item (Attachment #2).

During the July 2013 budget workshop, the Board approved \$84,500 for RHHT to assist with the relocation and rebuilding of the cross-country course in time for the group to host the spring 2014 event. RHHT was unable to determine its needs for the 2015 event (the third year of enhanced funding), so they requested additional time to identify their funding needs. During fiscal years 2013 and 2014, the RHHT received \$150,349 for the operation and capital costs to the cross-country course.

At its November 6, 2014 meeting, the TDC supported a request from RHHT for third-year financial support to further enhance the venue to include a relocation of the show jumping arena, sponsor tent, sponsor parking, and enhancements to the barn area and electrical system in time for the 2015 event (Attachment #3). On December 9, 2014, the Board approved the funding request in an amount not to exceed \$129,000 for both capital (\$97,000) and operating costs (\$32,000), which was used in full for the 2015 RHHT event. Additionally, the Board requested a workshop to discuss the long-term vision, sustainability, and future funding needs of RHHT. The requested workshop was incorporated into the June 23, 2015 FY 2016 Budget Workshop due to its potential funding significance in the County budget.

Based upon the Board's request at the December 9, 2014 meeting for additional information on the future of this event, RHHT submitted a June 5, 2015 letter stating that the event has outgrown the ability of an all-volunteer board to assure its success (Attachment #4). It demands nearly full-time management and stewardship outside the few dedicated organizers that cannot sustain the current level of involvement. According to the June 5th letter, RHHT intended to identify a full-time contracted management company in 2015 through private funding to support future operations and be a steward of the event; similar to how other like-sized events are run. The letter described RHHT's three-year agreements with internationally acclaimed Fédération Equestre Internationale (FEI) course designer Michael Etherington-Smith, former designer of the Rolex CCI 4* cross-country course(Attachment #5), as well as the Sydney and Hong Kong Olympics, and with David O'Connor, former Olympic Gold Medalist and current Chef d'Equipe of the US Olympic Team, to refine the designs of the cross-country courses.

At the June 23, 2015 Budget Workshop (Attachment #6), the Board found the following:

- (1) RHHT has seen substantial growth in visitor impact qualifying the event for Signature Event Grant funding.
- (2) Since 2012, the County has provided a significant amount in capital improvement funds.
- (3) RHHT organizers are concerned with the long-term sustainability of the event.

The Board approved the status report on the RHHT and directed the event organizers to apply for a Signature Event funding through the Division of Tourism Development to support its operating costs for the 2016 event. The total commitment of funding from the County since 2012 can be seen in Table #1. Given the concerns about funding a capital improvement for an organization and event with an uncertain future, the Board afforded RHHT additional time to address these sustainability matters and tasked the TDC to review at the appropriate time (Attachment #5).

Analysis:

This agenda item seeks Board approval on a capital funding request by RHHT for an additional \$90,000 to cover the cost of designing and constructing improvements to the cross-country courses and installation of fibrous footing materials for the arenas. This request was recommended for approval by the TDC at their September 3, 2015 meeting (Attachment #7).

In recent years, RHHT has faced:

- the loss of three major benefactors,
- the departure of its administrative assistant,
- having to relocate the cross-country course, and
- generating sponsorship funds in a depressed economy.

Both the County and City have been supportive of the event through cash and in-kind services. The County, through the Division of Tourism Development, has traditionally supported RHHT with special event grants to cover operational costs and a line item to dedicate EMS personnel to be on site during the event. Each year, the City's Parks, Recreation and Neighborhood Affairs Department (PRNAD), the City's Solid Waste Department, and the Tallahassee Fire Department provide in-kind services before and during the RHTT event.

In addition, PRNAD staff provided \$25,000 worth of in-kind services to help relocate the cross-country course in 2013 and assisted with changes to the sponsor and stadium jumping areas for the 2015 event. Agreements with the Northwest Florida Water Management District and the City have allowed RHHT to move the course and to maintain the park grounds throughout the year (Attachment #8).

Including the recently approved FY 2016 funds, RHHT has received \$370,849 in County support since FY 2012, as reflected in Table #1. The County's FY 2016 support, to date, includes \$50,000 through the Tourism Development Signature Event Grant Program and \$10,000 for dedicated EMS ambulance service included in the Tourism Division's annual budget.

Table #1 – Red Hills Horse Trials Funding FY12-FY16

	2012	2013	2014	2015	2016	Total
EMS Sponsorship	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Tourism Grant Award (Marketing)	\$6,500	\$4,499	\$5,000	\$5,000	\$50,000	\$70,999
Line Item Funding (Capital)	\$0	\$36,350	\$84,500	\$129,000	TBD	\$249,850
Total County Support	\$16,500	\$50,849	\$99,500	\$144,000	\$60,000	\$370,849

In March 2007, Dr. Mark Bonn conducted an economic impact study for RHHT (Attachment #9). At that time, the event was estimated to have a total economic impact of almost \$300,000. The event has grown in both national and international importance and recognition in the last eight years. Kerr & Downs, the Division of Tourism Development's current contracted market research agency, conducted a similar study at the 2015 event, which it presented to the TDC at its May 7, 2015 meeting (Attachment #10). Visitor attendance and spending reports show drastic improvements compared to previous years, as shown in Table #2. In order to receive Signature Event grant funds, an event must generate a minimum of 1,500 room nights for Leon County commercial lodging properties, which RHHT significantly surpassed at the 2015 event. Based on these findings, the Board directed RHHT to apply for a Signature Event Grant, which was approved by the TDC on September 3, 2015. No further Board action is required for this financial support of the 2016 event.

Table #2 – Red Hills Horse Trials Visitor Impact

	2007 ¹	2015 ²
Visitors	1,032	4,760
Room Nights	591	4,035
Visitor Spending	\$194,128	\$2,047,800
Total Economic Impact	\$283,810	\$3,296,900

¹Economic Impact Study conducted by Dr. Mark Bonn

²Economic Impact Study conducted by Kerr & Downs

In addition to the growth in local economic impact, the event has drawn national and international attention to Tallahassee within sporting and equestrian media outlets. In 2015, the stadium jumping competition was provided via live stream throughout the world for the first time. The live stream received 8,978 video views and 67,694 views of RHHT content when ad impressions and embedded video views are combined, according to the analytic report (Attachment #11).

As stated previously, RHHT has submitted a request for an additional \$90,000 in capital improvement funding for the 2016 event. The capital requests are summarized in Table #3 and seek further enhancements to the course and equestrian arenas. The County has previously awarded RHHT funding for capital improvements to the course and it should be noted that, while these improvements have been made to Northwest Florida Water Management District land, an agreement is in place to allow RHHT the use of the property through 2023. The City maintains the park providing significant in-kind support.

Table #3 – Red Hills Horse Trials 2016 Capital Funding Request

Capital Improvement Request	
Cross-country course design and improvements	\$45,000
Fibrous footing materials for arenas	\$45,000
Total Capital Request:	\$90,000

Based on the Board’s direction, the TDC reviewed RHHT’s future capital improvement needs and listened to a presentation by RHHT regarding its sustainability plans. The TDC unanimously recommended support for these capital improvements to the Board.

During the TDC meeting, Jane Barron, RHHT organizer, gave a verbal presentation regarding the three-year organizational restructuring plan and capital funding request. Ms. Barron presented the TDC with a five-year infrastructure plan with estimated costs for the first three years (Attachment #12). No documentation outlining the three-year organizational restructuring plan was provided. Ms. Barron stated that the \$90,000 in capital improvements would complete the move of the cross country course, as well as the relocation of the sponsor tent and arenas, meaning that RHHT should have no further need to request funding for capital projects after FY 2016. It should be noted that the five-year infrastructure plan only provided estimated costs for the first three years; whereas, the expenses and funding for the final two years were not identified because they are anticipated to address minor enhancements and maintenance needs.

RHHT submitted an August 31, 2015 letter to address some of the concerns regarding the long-term sustainability of the organization that were previously identified in its June 5, 2015 letter to the Board (Attachment #13). The earlier letter discusses a need for full-time administration, plans to engage a contracted management group to assist with identifying an executive director, the pursuit of private funding for this initiative, and increasing fundraising efforts in 2016 in order to continue as a sustainable organization and recurring event. These concerns identified by RHHT in its June 5th letter were echoed by the Board during its Budget Workshop. Given the concerns about funding a capital improvement for an organization and event with an uncertain future, the Board afforded RHHT additional time to address these matters and tasked the TDC to review at the appropriate time.

The August 31, 2015 letter states that a private source of funding has been identified to bring on an executive director in 2016; however, no formal contract is in place at this time. RHHT organizer Jane Barron writes of her intention to remain in her role with the organization for at least three years while transitioning to the new executive director. According to the letter, a fundraising committee comprised of eight professionals from the business community has been tasked with outreach to thirty potential sponsors each and RHHT has confirmed three new sponsors.

Conclusion

Since 2012, RHHT has grown substantially in number of visitors, room nights, and visitor spending with a total economic impact of \$3,296,900 for 2015. During this time, the County has borne significant operating and capital costs for the event totaling \$370,848. Due to concerns about funding a capital improvement for an organization and event with an uncertain future, the Board afforded RHHT additional time to address these matters and tasked the TDC to review at the appropriate time. The TDC considered the information presented by representatives of RHHT and unanimously approved the \$90,000 capital improvement request.

Should the Board approve the \$90,000 capital improvement request, there are adequate funds available in the Tourism Development fund balance. The requested funding will be used to make improvements to the course and equestrian arenas, which are both necessary to attract national and international riders that have attended in years past. In staff discussions with RHHT organizers, it was noted that, if the capital funding request is not approved, the 2016 event may need to be scaled back to accommodate only regional attendance. With only regional attendance, RHHT may not meet the 1,500 room night minimum needed to qualify for a Signature Event Grant; therefore, the TDC may need to reconsider its decision to award those funds.

In light of the numerous capital and operating investments by the County, the substantial growth and economic impact of the event, and the unanimous endorsement by the TDC, staff recommends Board approval of the \$90,000 capital improvement request by RHHT to be paid from the Tourism Development fund balance.

Option:

1. Approve the Red Hills International Horse Trials' funding request in the amount of \$90,000 for capital improvements from Tourism Development fund balance, and approve the Resolution and associated Budget Amendment Request (Attachment #1).
2. Do not approve the Red Hills International Horse Trials' funding request in the amount of \$90,000 for capital improvements from Tourism Development fund balance.
3. Board direction.

Recommendation:

Option #1.

Attachments

1. Resolution and associated Budget Amendment Request
2. July 8, 2013 Budget Workshop Item #11
3. October 31, 2014 FY15 Red Hills Funding Request
4. June 5, 2015 FY 16 Red Hills Funding Request Letter
5. Three-year Agreement between Red Hills & Michael Etherington-Smith
6. June 23, 2015 FY 2016 Budget Workshop Item #11
7. September 3, 2015 Tourism Development Council Meeting Minutes
8. Joint Agreement COT, NFWMD & RHHT
9. Bonn Economic Impact Study - 2007
10. Kerr & Downs Economic Impact Study – 2015
11. 2015 Red Hills Live Stream Analytic Report
12. Red Hills Horse Trials Five Year Infrastructure Plan
13. Red Hills Horse Trials Letter to the TDC, August 31, 2015

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2015/2016; and,

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

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

Adopted this 17th day of November 2015.

LEON COUNTY, FLORIDA

BY: _____
Mary Ann Lindley, Chairman
Board of County Commissioners

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

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

FISCAL YEAR 2015/2016 BUDGET AMENDMENT REQUEST

No: BAB16002
Date: 11/5/2016

Agenda Item No: _____
Agenda Item Date: 11/17/2015

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail: Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
160	000	399900	000	Appropriated Fund Balance	177,815	90,000	267,815

Subtotal:

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
160	888	58260	574	Aids to Private Organizations	-	90,000	90,000

Subtotal:

Purpose of Request:

This amendment appropriates \$90,000 to fund capital improvements for the Red Hills Horse Trials. These funds would be used to cover the cost of designing and constructing improvements to the cross-country courses and installation of fibrous footing materials for the arenas. This request was recommended for approval by the TDC at their September 3, 2015 meeting.

Group/Program Director

Senior Analyst

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution Motion Administrator

Leon County Board of County Commissioners Budget Workshop Item #11

July 8, 2013

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Office of Financial Stewardship Ken, Morris, Economic Development & Business Partnerships
Lead Staff/ Project Team:	Lee Daniel, Division of Tourism Development

Fiscal Impact:

This budget discussion item seeks Board approval of several new expenditures from the Division of Tourism Development's unallocated fund balance, attempts to address some of the long-term community needs identified by the Cultural Plan Review Committee with ongoing operating revenue, and the scheduling of a future workshop on the consideration of funds dedicated to the Florida Center for Performing Arts and Education. This item has a fiscal impact of \$234,500 for FY 2014 and possible implications for an additional \$50,000 in FY 2015 from the unallocated fund balance of the Tourism Development account.

Title: Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education
July 8, 2013
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Staff Recommendation:

- Option #1: Approve the \$234,500 from the Tourism unallocated fund balance to support the Red Hills International Horse Trials, the development of the Word of South Festival, and additional marketing activities related to several new area amenities.
- Option #2: Direct staff to set aside \$125,000 in grant funds to support a signature community event fund and to bring back an agenda item detailing the process and criteria to access these grant funds.
- Option #3: Direct staff to increase the sports grants funding by \$25,000 and remove any maximum restrictions for an individual award.
- Option #4: Direct staff to remove any maximum restrictions for an individual grant awarded from the special events grant program.
- Option #5: Schedule a workshop on the consideration of funds dedicated to the Florida Center for Performing Arts and Education for October 22, 2013, from 12 – 3 p.m.

Title: Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education
July 8, 2013
Page 3

Report and Discussion

Background:

Over the past several months, the Board has directed staff to provide budget discussion items for consideration as part of the current budget cycle to address a number of funding requests. The following provides a summary of this direction and additional policy guidance that will be addressed in the item:

- On January 29, 2013, the Board approved a funding request in the amount of \$36,350 for the 2013 Red Hills Horse Trials (RHHT) event and directed the Tourist Development Council (TDC) to consider a three-year funding commitment to the RHHT that would be brought back to the Board as a budget discussion item (Attachment #1).
- Following an extensive discussion on a separate issue at the May 28, 2013 Commission Meeting, the Board directed staff to bring back the funding request for the Word of South Festival as a budget discussion item (Attachment #2).
- In addition to the RHHT and Word of South funding requests for the County's FY 2014 budget, the TDC made several recommendations at its June 13th meeting for one-time expenditures from the Division of Tourism Development's unallocated fund balance. These one-time expenditures are designed to further capitalize on a number of new products within our destination to enhance visitor awareness such as the improvements to the cross country course at the Apalachee Regional Park, the launching of the Trailahassee.com website, and the opening of the Capital Cascades Amphitheater at Cascades Park.
- As discussed with the Board at the June 18, 2013 meeting, the Board and the TDC continue to receive a number of requests for funding of significant community events outside of the traditional grant cycles. This item provides an approach to establish a signature event fund to formerly address these types of requests.
- This item provides a remedy to the concerns raised by the Board at the May 28, 2013 meeting regarding the current sports grant process.
- In light of recent activity related to the Performing Arts Center, this item seeks the Board's approval to schedule a future workshop on the repurposing of funds dedicated to the Florida Center for Performing Arts and Education that would address some of the long-term community needs identified by the Cultural Plan Review Committee and provide consistent funding for the cultural grant program.

Analysis:

Over the past year, there have been a number of requests seeking funds from the Division of Tourism Development's unallocated fund balance. This analysis provides an update on the Tourism Division's unallocated fund balance, seeks Board approval of several new expenditures

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from the Tourism Division's unallocated fund balance, attempts to address some of the long-term community needs identified by the Cultural Plan Review Committee with ongoing operating revenue, and the scheduling of a future workshop on the repurposing of funds dedicated to the Florida Center for Performing Arts and Education. This item has a fiscal impact of \$234,500 for FY 2014 and possible implications for an additional \$50,000 in FY 2015 from the Tourism Division's unallocated fund balance account.

The unallocated fund balance in the Tourism Division's account is \$1,246,349. This includes recent adjustments and appropriations approved by the Board including the \$125,000 for improvements to the cross country course at the Apalachee Regional Park, \$150,000 to support the hiring of a private management firm and related promotional expenses for the first year of County-sponsored events at the Capital Cascades Amphitheater, \$36,350 to support the 2013 RHHT, and \$35,000 to build a new web site for Trailhassee.com.

Based on the success of recent marketing efforts, the opening of the amphitheater, and the rollout of Trailhassee.com, the TDC would like to invest an additional \$234,500 of resources into the County's FY 2014 marketing efforts to further capitalize on a number of new products within our destination to enhance visitor awareness. The TDC recommends the following expenditures to enhance economic development through tourism:

1. Provide \$84,500 to RHHT to assist with the relocation and rebuilding of the cross country course in time for the group to host the spring 2014 event that continues to draw participants from across the United States and internationally. The Board previously approved \$36,350 for the 2013 RHHT event and RHHT does not anticipate a need for additional funds for the 2014 event beyond the recommended \$84,500 in relocation and rebuilding assistance. RHHT is unable to determine its needs for the spring 2015 event at this time so the TDC was reluctant to make a recommendation for the third year of the County's financial commitment.
2. Provide \$50,000 during FY 2014 to support the development of the Word of South Festival that would commence in the spring of 2015. At the June 13, 2013 meeting of the TDC, staff shared some of the concerns raised at the May 28th Commission meeting including the need for multi-year funding support, the level of financial commitment from the City of Tallahassee, and a review of the process by which such large funding requests are sought through the TDC. The City anticipates providing some unspecified in-kind services through its management and operation of Cascades Park. Mr. Mustian and the KCCI group working to develop the Boca Chuba Music Festival have been meeting and are discussing opportunities to possibly merge these events or work in close collaboration. Board approval would be required to allocate the remaining \$50,000 being sought for this festival. Finally, the next section of this analysis may address some of the Board's concerns about the process in which such large funding requests are made through the TDC and the ongoing need for dedicated funds to satisfy these requests.
3. \$100,000 to be utilized for additional marketing during FY 2014 in a combination of uses by both staff and the advertising/public relations agency to include:

Title: Approval of \$234,500 in Expenditures from the Tourism Development Unallocated Fund Balance; Creation of a Signature Community Event Fund, and; Scheduling of a Workshop on the Repurposing of Funds Dedicated to the Florida Center for Performing Arts and Education

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A. Increase the number of trade shows attended; enhancing the number of media and tour operator familiarization tours; increasing and updating the destination photography and video libraries; and improving signage for the Visitor Information Center.

B. Develop a signature promotion with *Garden & Gun Magazine* or a similar publication; or develop a native application for iPhone users for Trailhassee.com or the new VisitTallahassee.com websites.

If all of the aforementioned budget issues are approved by the Board, the unallocated fund balance for the Tourism Division would be reduced by \$234,500 to \$1,011,849. The remaining unallocated fund balance would be 24% of the Tourism budget, well above the Board's minimum requirement of 15%.

Proposed Signature Event Funding and Adjustments to the Sports and Special Event Grant Process

To address some of the Board's concerns articulated at the May 28th Commission meeting during the Word of South discussion in which such large funding requests are made through the TDC, staff is proposing a remedy to the volume of funding requests for events that occur outside of the current grant program cycle and/or that seek funding beyond the current program thresholds. These requests often target the Division of Tourism Development's unallocated fund balance on a case by case basis rather than allowing for a more deliberative process. During the presentation of the Cultural Plan Review Committee' Interim Report on June 18, 2013, the Board reiterated the need for a dedicated revenue source to satisfy the funding requests for these large events that have the potential to draw visitors to the community.

Staff is seeking Board approval to create a community signature event program fund from recurring Tourism revenue in the amount of \$125,000 previously set aside for the Mary Brogan Museum through the Council on Culture and Arts (COCA) budget. This fund would be available for large cultural, athletic, or heritage themed events that have the potential to draw visitors to the community without regard to the grant cycles. Should the Board approve this option, staff will bring back an item for the Board's consideration outlining the process and strict criteria to access these funds.

Another modification to the allocation process relates to the existing Sports Grant program. Currently, the Sports Grant process has a maximum award of up to \$6,500. Unless otherwise directed by the Board, staff intends to revamp the grant program by removing the maximum award. This will allow the County to not impose artificial caps, but rather award grants based on the overall return on investment an individual event has on the community. Staff, in utilizing the existing grant application process, would further develop specific criteria possibly including such factors as:

- Room nights generated in Leon County commercial lodging establishments
- Tourist Development Tax and Sales Tax generated
- The number of expected participants
- The number of anticipated total visitors (family and friends)

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- Timing of the event to coincide with lower hotel occupancy periods
- Potential for future event growth
- Potential for positive media exposure for Leon County
- Total economic impact as calculated by the Florida Sports Foundation or the Destination Marketing Association International economic impact models

To ensure the sports grant has adequate funding, it is recommending that an additional \$25,000 be added to the existing appropriation of \$90,000 for a total of \$115,000. This allocation is in addition to the existing sports “bid pool” funding which is used by the County to proactively seek sporting events to come to our community.

Similar to the sporting events grant fund, there is a special event grant fund with a \$6,500 cap. Staff recommends lifting this cap as well and establishing similar criteria to determine grant awards.

This action will bring the FY 14 COCA funding to \$354,500 for re-granting purposes and provide for \$125,000 to be utilized by the County for large signature events and \$25,000 more for sports grants.

Existing 1 Cent Allocation for the Performing Arts Center

Based on the recent direction of the Leon County Sales Tax Committee to not fund the Florida Center for Performing Arts and Education project by a 12-2 vote and the ongoing cultural needs identified in the Cultural Plan Review Committee’ Interim Report, the Board may want to identify a process for staff to start evaluating the future use of the one-cent bed tax dedicated to the performing arts center and the \$3.5 million currently set aside for its construction. While the final report of the Sales Tax Committee is not anticipated until February 2014, staff is recommending that the Board schedule a workshop for October 22, 2013, from 12 – 3 p.m. to review the existing agreements and obligations with the City and CRA regarding the performing arts center and to provide guidance on the use of these funds for future cultural or other needs.

Based on the needs identified in the Cultural Plan Review Committee’ Interim Report, staff anticipates including for the Board’s consideration, at minimum, the inclusion of grant funding for capital projects, ongoing support of the COCA re-granting process and the possible support for the proposed signature event series. Staff will develop a proposed process by which capital projects would be eligible to apply for and receive capital grant funding. A detailed analysis will be provided examining the statutory uses and limitations of tourism funds for capital improvements and cultural activities.

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Options:

1. Approve the \$234,500 from the Tourism unallocated fund balance to support the Red Hills International Horse Trials, the development of the Word of South Festival, and additional marketing activities related to several new area amenities.
2. Direct staff to set aside \$125,000 in grant funds to support a signature community event fund and to bring back an agenda item detailing the process and criteria to access these grant funds.
3. Direct staff to increase the sports grants funding by \$25,000 and remove any maximum restrictions for an individual award.
4. Direct staff to remove any maximum restrictions for an individual grant awarded from the special events grant program.
5. Schedule a workshop on the repurposing of funds dedicated to the Florida Center for Performing Arts and Education for October 22, 2013, from 12 – 3 p.m.
6. Board direction.

Recommendation:

Options 1, 2, 3, 4 and 5 are included in the preliminary budget.

Attachment:

1. January 29, 2013, agenda item requesting \$36,350 for the 2013 Red Hills Horse Trials.
2. May 28, 2013 agenda item requesting \$100,000 for the Word of South Festival



October 31, 2014

Mr. Lee Daniel
Visit Tallahassee
106 East Jefferson Street
Tallahassee, FL 32301

Dear Lee:

As Red Hills Horse Trials, Inc., continues its effort to improve upon the event we offer each year, we would like to ask the Leon County Tourist Development Council for financial assistance with the following combination of relocation and operating expenses:

Relocation Expenses:

• Engineering study conducted by Inovia Group focused on water control, electrical improvements, and traffic and parking	\$ 17,000
• Recommended electrical improvements	30,000
• Raising and refurbishing pads for barn tent -materials	35,000
• Granite filing for footing of new arenas	<u>15,000</u>
Relocation Expenses Subtotal	<u>\$ 97,000</u>

Operational Expenses:

• Funding for live-streaming of the event (Total cost \$20,000)	\$ 12,000
• Funding for Public Presentation – PA system, announcers and Color-commentary for public outreach	17,000
Alternative: Funding for Foreign Officials @ \$20,000	
Operational Expenses Subtotal	<u>\$ 29,000</u>

Total Funding Request with Public Presentation Funding \$126,000

Total Funding Request with Funding for Foreign Officials \$129,000

The torrential rains experienced during the 2014 event made us critically aware that we need to reassess the layout of the venues in the park. We undertook an engineering study in order to make rational decisions about relocating venues and reworking outdated electrical infrastructure. The Sponsor Tent and the Show Jumping Arena will be moved to higher ground. Most of the electric infrastructure in the park is 17-plus years old, and has been expensively patched for several years. We plan to bring this infrastructure up to date and up to code. The move of the Sponsor Tent requires the construction of a Show Jumping arena to the east of the tent. Footing for this arena will need to be enhanced with granite filings. Dressage arenas, two of which will be in the Show Jumping Arena, will also be reworked.

Rains washed through the stabling tents in 2014, eroding the pads on which the tents are erected and the bedding in the stalls. These tent bases will require rework and an estimated \$ 35,000 in materials to slightly raise the bases of these pads and foster drainage from the stabling area. The stabling venue will not be moved.

We are expanding our public outreach in attempt to bolster sponsorship. Live-streaming of the event, with announcing and color commentary to make the broadcast appealing, will require additional outlay.

Thank you so very much for your support of the Red Hills International Horse Trials. This undertaking is truly a community effort!

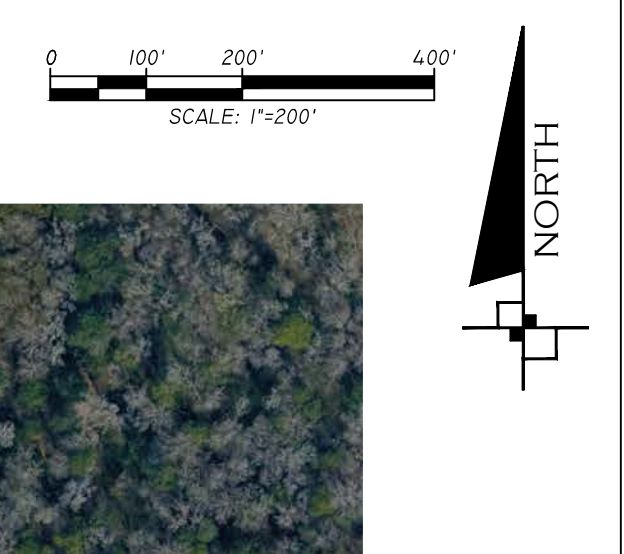
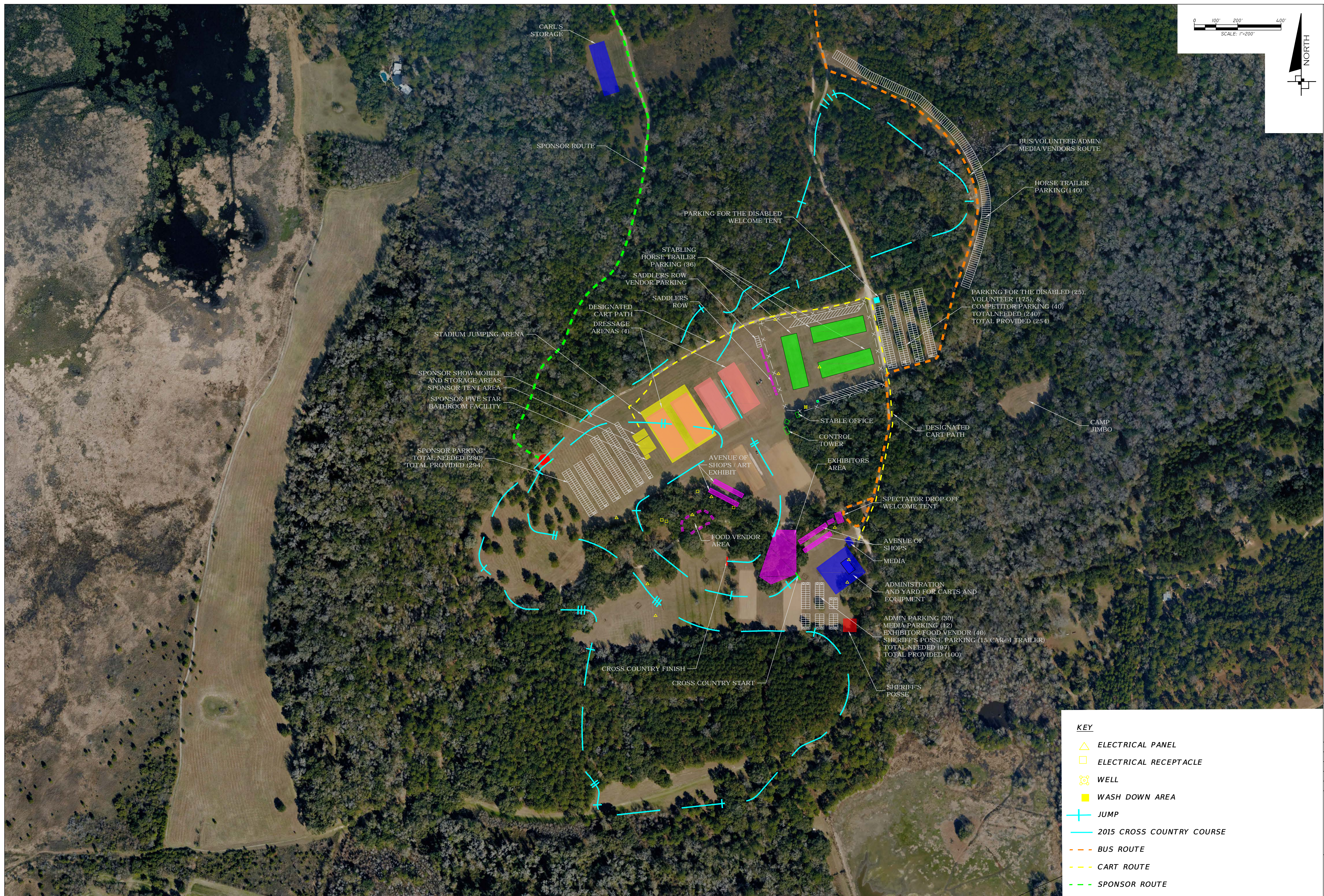
Sincerely,

Post Office Box 14869 ♦ Tallahassee, FL 32317
(850) 580-4020 ♦ Fax (850) 580-4019

info@rhht.org
www.rhht.org

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Posted at 2:30 p.m. on November 9, 2015



1983 CENTRE POINTE BLVD.
SUITE 103
TALLAHASSEE, FLORIDA
32308
PHONE 850.298.4213
FAX 850.298.4498
WWW.INOVIAGROUP.COM
CAB225

NO.	BY	REVISIONS	DATE

PROJECT NO.: -
DRAWING FILE: J:\2931293.00\DWG\MERIAL-REV.DWG

CLIENT: RED HILLS HORSE TRIALS INC.
PROJECT: RED HILLS HORSE TRIALS EVENT PLAN
SHEET: OVERALL PLAN

KEY

- ▲ ELECTRICAL PANEL
- ELECTRICAL RECEPTACLE
- ⊕ WELL
- WASH DOWN AREA
- ⊕ JUMP
- 2015 CROSS COUNTRY COURSE
- - - BUS ROUTE
- - - CART ROUTE
- - - SPONSOR ROUTE

PLAN RELEASE STATUS

- PROGRESS PRINT
- PERMIT RELEASE
- BID RELEASE
- CONSTRUCTION RELEASE

RELEASE DATE: 1 Nov 14

INITIAL	DATE
RMC	1 Nov 14
RTL	1 Nov 14

SCALE: AS SHOWN

RUSSELL T. LARGE, P.E.
PE NO.: 53933
DATE: 1 Nov 14

SHEET
C1

Nov 14, 2014 11:28 AM J:\2931293.00\DWG\MERIAL-REV.DWG



June 5, 2015

Leon County Board of County Commissioners
301 South Monroe Street
Tallahassee, FL 32301

Dear Commissioners,

Thank you for the tremendous support you have given the Red Hills Horse Trials for the past three years. The construction of an entirely new cross-country course on the Elinor Klapp Phipps Park property has proved to be a major undertaking, one requiring more resources and manpower than our volunteer organization could possibly have mustered by itself. Your support has been invaluable, and we deeply appreciate what you have enabled us to achieve.

The following objectives have been accomplished in the past three years:

- Design of the cross-country course to be constructed on the Elinor Klapp Phipps Park
- Clearing of the woods for the cross-country course, cleaning up the debris from the timbering operation and defining the cross-country tracks
- Preparation of the footing and the planting of sod and grass seed on the tracks
- Construction of two water jumps and seven additional permanent obstacles in the Park
- Complete refurbishing of the pads for the stable tents
- Completion of an engineering study for purposes of relocating the Dressage and Show Jumping Arenas, as well as the upgrading to code of the electrical infrastructure in the Park
- Grading of north field for proper drainage and relocation of the Dressage and Show Jumping Arenas
- Procurement and installation of all-weather footing for the Dressage and Show Jumping Arenas
- Complete upgrade of electrical infrastructure
- Live streaming of Show Jumping – CIC 3* Division

The Leon County Board of County Commissioners' funding for the 2013 Red Hills International Horse Trials helped defray the expense of the international officials required by the Federation Equestre International, freeing resources for Red Hills to study and plan the construction of an entirely new cross-country course on the Elinor Klapp Phipps Park. Funding for the 2014 event was dedicated to clearing of the actual track and the physical construction of the course, which began in the summer of 2013. The City of Tallahassee Department of Parks, Recreation and Neighborhood Affairs undertook major portions of the heavy clean-up of the debris from the timbering operation undertaken by the Northwest Florida Water Management District in June of 2013 while the Red Hills course builders focused on the definition of the track and the construction of the permanent jumps. The track was literally carved out of the thick woods.

The initial design and relocation of the new cross-country course in no way anticipated the relocation of the Dressage and Show Jumping Arenas. The deluge during the running of the 2014 event flooded these arenas, creating major safety concerns for the competitors. We undertook a professional engineering study in order to make the relocation of these arenas a rational one, and to understand the requirements for electrical infrastructure, both due to the move and to the age of the wiring that existed in the Park.

Roberts and Roberts Construction Company, Inc., contributed the major grading of the north field of the Park to prepare the site for the arenas. Engineers from the City laser-graded the field to insure proper drainage as well as appropriate grades for the Dressage and Show Jumping arenas. Phase one of the installation of all-weather footing in the arenas also began.

It has become universally expected in the equestrian sports that an upper-level event have all-weather footing in the arenas; a very expensive proposition. In 2015 we invested \$65,000 in the first phase of arena footing improvement. This only covered the cost of producing and transporting the granite screenings to Midway, FL. The City of Tallahassee personnel transported the screenings by truckload...roughly 126 truckloads...from Midway to the site, with the last load being delivered as the first horse arrived on site.

Once the earth moving and grading were completed, the relocation of the electrical stanchions began. The improvements to the electrical infrastructure, now completely up to code, cost \$45,000. The pads constructed as foundation for the stabling barns, which also washed out in 2014, were reworked for the 2015 event at the cost of approximately \$35,000.

Moving forward, Red Hills needs to refine what we have accomplished. The organizers of Red Hills International Horse Trials have embarked upon a plan for the future sustainability of the event which intends to achieve three objectives:

- Establish the sustainability of the event through restructured management and public/private partnerships
- Refine the infrastructure that has been developed in Elinor Klapp Phipps Park
- Develop the broadcasting of the event for greater outreach and advertising opportunities

The Red Hills event has outgrown the ability of an all-volunteer army to assure its success. It demands full-time administration and stewardship. The event requires a more professional fundraising effort than can be sustained on a purely volunteer basis. To address these needs we intend to engage a contracted management group to assist with the identification of an executive administrator who can make it feasible for Red Hills to become sustainable on a managed volunteer basis. We intend to begin this process in 2015. We estimate that \$40,000 per year for three years would allow contracted management to establish itself to the point that it would, through fundraising efforts, be in a position to support itself as similar events do. We are currently pursuing private funding for this initiative.

This spring, Red Hills entered into three-year agreements with internationally acclaimed FEI course designer Michael Etherington-Smith, former designer of the Rolex CCI 4* cross-country course as well as the Sydney and Hong Kong Olympics, and with David O'Connor, former Olympic Gold Medalist and current Chef d'Equipe of the US Olympic Team, for the designs of the CIC3* and CIC2*/1* cross-country courses, respectively. These designers have been engaged to refine the cross-country courses at Red Hills, both in terms of the quality of the technical questions asked of the competitors by the course and the footing on the course, and to further improve the quality of the all-weather footing in the arenas. A fresh evaluation by perhaps the most highly respected designer in the sport and his understudy will reestablish Red Hills' preeminence and confirm the caliber of our facilities.

We have already been instructed that the granite screening forming the base of the arenas need to be blended with fibrous material to cushion the surface. This will cost \$45,000 to \$50,000 in materials alone. City machinery can work the fibers into the screenings to complete the project. A grass perimeter around the arenas needs to be established and with the City's help, this has already been planted. We have made tremendous improvements in our facility in the past three years. Concentration on major relocations has severely reduced time available to focus on fundraising. This must become a major focus in 2016 and beyond.

Red Hills begs to be broadcast. A trial run at modified live-streaming Show Jumping of the CIC3* Division was definitely a success in 2015. The Red Hills live stream had 8,978 total video views and 67,694 content views including ad views. The first year broadcast was a tremendous achievement! We are continuing to work with What's Up Media of Ocala, FL, to improve production in 2016.

To date only three events in the US other than the Rolex Three-Day Event have been live-streamed. Because of the isolated successes of the three events, the United States Equestrian Federation Network plans to coordinate these efforts and develop a protocol for live-streaming of a few select events, of which Red Hills would be one. This participation would cost Red Hills approximately \$30,000. Advertising revenue may be generated to help defray this cost.

Specific Funding Requests for 2016:

Capital Improvement Request

Cross-country course design and improvements	\$ 45,000
Fibrous footing materials for arenas	<u>\$ 45,000</u>
	<u>\$ 90,000</u>

Operating Request

Emergency Medical Services	\$ 10,000
International officials	\$ 20,000
Live-streaming	<u>\$ 30,000</u>
	<u>\$ 60,000</u>

A significant drop in the need for additional funding is anticipated after 2016 as the facilities are completed. Courses would be freshened by moving portable jumps with a minimum of new construction. This should not require major investment. Track maintenance would be under the auspices of the City, following the direction of Michael Etherington-Smith.

With a majority of the capital projects projected to be completed in 2016, the physical plant should be stabilized, with only routine maintenance required in future years. With an executive in place, fundraising efforts should be markedly improved. With the broadcasting of the event, the generation of revenues from areas outside of Leon County should have begun to take momentum.

We sincerely appreciate your interest in sustaining an event that has grown exponentially, to the point that the efforts to maintain its prominence in the sport require year-round attention. Red Hills is truly a community effort, and we hope, an effort in which the community takes pride of ownership.

All the best,

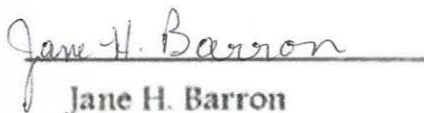
Jane Barron and Marvin Mayer, Organizers

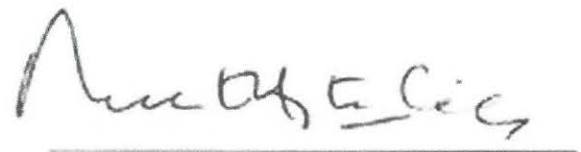


June 1, 2015

To: The Leon County Board of County Commissioners
From: Jane H. Barron and Michael Etherington-Smith on behalf of the Red Hills Horse Trials, Inc.
Re: Engagement of Course Design

This is to confirm the Michael Etherington-Smith has been engaged by the organizers of the Red Hills International Horse Trials for a three-year commitment to design the CIC3* cross-country course for the competition years 2016, 2017 and 2018, and to mentor David O'Connor in the design of the CIC2* and CIC1* courses.


Jane H. Barron
Organizer


Michael Etherington-Smith
Course Designer

Post Office Box 14869 ♦ Tallahassee, FL 32317

(850) 580-4020 ♦ Fax (850) 580-4019

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info@rhht.org

Posted at 2:30 p.m. on November 9, 2015

Leon County Board of County Commissioners Budget Workshop Item #11

June 23, 2015

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration of a Funding Request by the Red Hills Horse Trials

County Administrator Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Cristina Paredes, Director, Office of Economic Vitality Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Lee Daniel, Director of Tourism Development Chris Holley, Assistant to the Director Brian Hickey, Sr. Sports Manager

Fiscal Impact:

Tourism funds are available to support RHHT up to \$50,000 through the Tourism Development Signature Event Grant Program and a \$10,000 line item in Tourism's tentative budget for an EMS sponsorship. Any additional support for capital requests (\$90,000) would need to come from the Tourism Development Fund Balance or General Revenue.

Staff Recommendation:

- Option #1: Accept the status report and direct RHHT to apply for a Signature Event to support its operating costs for the 2016 event.
- Option #2: Direct the TDC to review RHHT's future capital improvement needs and sustainability, and bring recommendations back to the Board.

Report and Discussion

Background:

During the December 9, 2014 regular Commission meeting, the Board requested a workshop to discuss the long-term vision, sustainability, and future funding needs of RHHT. The workshop was originally scheduled for May 12 but was incorporated into this Budget Workshop due to its funding significance to the FY 2016 County budget.

RHHT is a United States Eventing Association annual event held at Elinor Klapp Phipps Park in Tallahassee, Florida. Established in 1997, RHHT is a 501(C)3 nonprofit organization with a mission to “educate the public regarding the sport of eventing, increase awareness of greenspace preservation and land management, and raise funds to benefit nonprofit organizations with compatible educational and environmental purposes.” With more than 400 volunteers, RHHT partners with sponsors, owners, and riders to host over 20,000 spectators each year in early March. Since 1998, this annual eventing competition has drawn spectators and participants from across the United States and numerous other countries.

From 1998 to the present day, the County has provided Emergency Medical Services (EMS) services as along with tourism special event grants of varying amounts. In late 2012, RHHT approached Tourism Development for \$36,350 of assistance to support travel of various officials required by the Federation Equestre Internationale to sanction the event. The Tourist Development Council (TDC) recommended approval of the request on January 10, 2013. The Board approved the TDC’s recommendation on January 29, 2013 and requested a three-year funding plan for RHHT to avoid requests outside of the regular budget cycle.

In June 2013, RHHT requested the TDC support the relocation of the cross country course in time for the 2014 event. The cost of the relocation was \$113,884. The City of Tallahassee (City) provided approximately \$18,000 of in-kind support by its Parks, Recreation and Neighborhood Affairs Department (PRNAD) staff and \$11,400 was raised through sponsorships by RHHT. The remaining balance of \$84,484 was brought back to the Board as a budget discussion item (Attachment #1).

During the July 2013 budget workshop, the Board approved \$84,500 for RHHT to assist with the relocation and rebuilding of the cross-country course in time for the group to host the spring 2014 event. At that time, RHHT did not anticipate a need for additional funds for the 2014 event beyond the \$84,500 in relocation and rebuilding assistance. RHHT was unable to determine its needs for the 2015 event (the third year of enhanced funding) so they requested additional time to identify their funding needs. During fiscal years 2013 and 2014, the RHHT received \$150,349 for the operation and capital costs to the cross-country course.

At its November 6, 2014 meeting, the TDC supported a request from RHHT for third-year financial support to further enhance the venue to include a relocation of the show jumping arena, sponsor tent, sponsor parking, and enhancements to the barn area and electrical system in time for the 2015 event (Attachment #2). On December 9, 2014, the Board approved the funding request in an amount not to exceed \$129,000 for both capital (\$97,000) and operating costs (\$32,000), which was used in full for the 2015 RHHT event. To date, RHHT has received \$310,849 in County support since FY 2012 as reflected in Table #1.

Table #1 – Red Hills Horse Trials Funding FY12-FY15

	2012	2013	2014	2015	Total
EMS Sponsorship	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Tourism Grant Award	\$6,500	\$4,499	\$5,000	\$5,000	\$20,999
Line Item Funding	\$0	\$36,350	\$84,500	\$129,000	\$24,985
Total County Support	\$16,500	\$50,849	\$99,500	\$144,000	\$310,849

Analysis:

In recent years, RHHT has faced: (1) the loss of three major benefactors, (2) the departure of its administrative assistant, (3) having to relocate the cross-country course, and (4) generating sponsorship funds in a depressed economy. Both the County and City have been supportive of the event through cash and in-kind services. The County, through the Tourism Development Division, has traditionally supported RHHT with special event grants to cover operational costs and a line item to dedicate EMS personnel to be on site during the event. Each year the City’s PRNAD, the City’s Solid Waste Department, and the Tallahassee Fire Department provide in-kind services before and during the RHHT event. PRNAD staff also provided \$25,000 worth of in-kind services to help relocate the cross-country course in 2013 and assisted with changes to the sponsor and stadium jumping areas for the 2015 event. Agreements with the Northwest Florida Water Management District and the City have allowed RHHT to move the course and to maintain the park grounds throughout the year (Attachment #3).

In March 2007, Dr. Mark Bonn conducted an economic impact study for RHHT (Attachment #4). At that time, the event was estimated to have a total economic impact of almost \$300,000. The event has grown in both national and international importance and recognition in the last eight years. Kerr & Downs, the Division of Tourism Development’s current contracted market research agency, conducted a similar study at the 2015 event, which it presented to the TDC at its May 7, 2015 meeting (Attachment #5). Visitor attendance and spending reports show drastic improvements compared to previous years as shown in Table #2.

Table #2 – Red Hills Horse Trials Visitor Impact

	2007 ¹	2015 ²
Visitors	1,032	4,760
Room Nights	591	4,035
Visitor Spending	\$194,128	\$2,047,800
Total Economic Impact	\$283,810	\$3,296,900

¹Economic Impact Study conducted by Dr. Mark Bonn

²Economic Impact Study conducted by Kerr & Downs

In addition to the growth in local economic impact, the event has drawn national and international attention to Tallahassee within sporting and equestrian media outlets. The stadium jumping competition was provided via live stream throughout the world for the first time in 2015. The live stream received 8,978 video views and 67,694 views of RHHT content when ad impressions and embedded video views are combined according to the analytic report (Attachment #6).

Based upon the Board’s request for additional information on the future of this event, RHHT submitted a June 5, 2015 letter stating that the event has outgrown the ability of an all-volunteer army to assure its success (Attachment #7). It demands nearly full-time management and stewardship outside the few dedicated organizers that cannot sustain the current level of involvement. RHHT intends to identify a full-time contracted management company through private funding to support future operations and be a steward of the event; similar to how other like-sized events are run. Red Hills recently entered into three-year agreements with internationally acclaimed FEI course designer Michael Etherington-Smith, former designer of the Rolex CCI 4* cross-country course as well as the Sydney and Hong Kong Olympics, and with David O’Connor, former Olympic Gold Medalist and current Chef d’Equipe of the US Olympic Team, to refine the designs of the cross-country courses (Attachment #8).

Table #3 summarizes the 150,000 funding request by RHHT to support capital improvements (\$90,000) and operations (\$60,000) for the 2016 event. Each of the FY 16 operational requests are items that were approved by the Board as a line item in the Tourism budget for the 2015 event. The capital requests seek further enhancements to the course and equestrian arenas. The County has previously awarded RHHT funding for capital improvements to the course and it should be noted that while these improvements have been made to Northwest Florida Water Management District land, an agreement is in place to allow RHHT the use of the property through 2023. The City maintains the park providing significant in-kind support.

Table #3 – Red Hills Horse Trials 2016 Funding Request

Capital Improvement Request	
Cross-country course design and improvements	\$45,000
Fibrous footing materials for arenas	\$45,000
Total Capital Request:	\$90,000
Operating Request	
International Officials	\$20,000
Live-streaming	\$30,000
Emergency Medical Services	\$10,000
Total Operating Request:	\$60,000

Staff is very supportive of RHHT’s operational requests for EMS personnel and to host international officials in order to receive international sanctioning which helps validate the caliber of the event. In addition, the ability to advertise and market Leon County as a destination internationally through live-streaming epitomizes the purpose of Tourist Development Taxes. The Board established the Signature Event Program in 2014 for large scale events and activities such as RHHT to complement the other grant programs operated by the Division of Tourism Development. Signature Event Grants are designated for festivals and events that can demonstrate the potential to bring at least 1,500 room nights to the community. The grant guidelines provide recommended levels of funding based on the number of room nights generated. Based on the 2015 Kerr-Downs study, RHHT qualifies as a Signature Event, and due to the improvements in attendance and economic impact, it now qualifies for an award of \$50,000. Based on the impact analysis, staff would recommend approval by the TDC. Ongoing operational support through the Signature Event Grant process would require an annual application through the Division of Tourism Development and approval by the TDC.

This could potentially resolve most of RHHT's financial sustainability concerns with regard to the event operations. Adequate funding for this program along with a \$10,000 line item for the EMS sponsorship is included in Tourism's FY 16 budget, as recommended by the TDC, so no further action is needed by the Board to support RHHT's operational requests.

RHHT is working to overcome the final hurdles in becoming self-sustaining. However, questions remain regarding the long-term administration of the event. If RHHT's long-term staffing and management issues are not resolved, significant funding for additional capital improvements may not have any long lasting benefit. The Board may wish to consider requesting the TDC to review this matter by looking beyond FY 16 in order to get a full understanding of the future capital improvement needs and sustainability. This would give the new course designers the opportunity to finalize their capital improvement priorities and provide the RHHT organizers with additional time to advance their event management and succession plans. Staff would bring the TDC's recommendation back to the Board on capital improvement funding for RHHT at a future date.

Should the Board wish to directly fund the requested \$90,000 in FY 16 capital improvements, approximately \$700,000 is available in the unallocated fund balance of Tourism Development.

Options:

1. Accept the status report and direct RHHT to apply for a Signature Event to support its operating costs for the 2016 event.
2. Direct the TDC to review RHHT's future capital improvement needs and sustainability, and bring recommendations back to the Board.
3. Fund the capital improvement request in the amount of \$90,000 through Tourism Development fund balance.
4. Fund the capital improvement request in the amount of \$90,000 through General Revenue.
5. Do not fund the capital improvement request.
6. Board direction.

Recommendation:

Options #1 and #2 are included in the tentative FY2016 budget.

Attachments

1. Board Action, July 8, 2014 Budget Workshop
2. FY15 Red Hills Funding Request
3. Joint Agreement COT, NFWFMD & RHHT
4. Bonn Economic Impact Study - 2007
5. Kerr & Downs Economic Impact Study – 2015
6. 2015 Red Hills Live Stream Analytic Report
7. 2016 Red Hills Funding Request Letter
8. Three-year Agreement between Red Hills & Michael Etherington-Smith

Tourist Development Council
Minutes of the September 3, 2015 Meeting

Members Present: Bo Schmitz, Chairman
Commissioner Bryan Desloge
Commissioner Nancy Miller
Marion McGee
Paresh Master
Russell Daws
Chucha Barber

Members Absent: Commissioner Scott Maddox
Leslie Smith
Dr. Audra Pittman
Sam McKay

Staff Present: Lee Daniel, Tourism Development
Aundra Bryant, Tourism Development
Chris Holley, Tourism Development
Gary Stogner, Tourism Development
Janet Roach, Tourism Development
Amanda Heidecker, Tourism Development
Brian Hickey, Tourism Development
Andi Ratliff, Tourism Development
Lauren Pace, Tourism Development

Guest Present: Phillip Downs, Kerr & Downs
Dr. Joseph St. Joseph, Kerr & Downs
Rose Naff-Red Hills International Horse Trials
Amanda Lewis, Zimmerman Agency
Mallory Hartline, Zimmerman Agency
Rusty Howard, Zimmerman Agency
Jane Barron-Red Hills International Horse Trials
Tom Barron-Red Hills International Horse Trials
Mark Mustian-Word of South Festival
Allison Rehwinkel-Zimmerman Agency
Mark Mustian, Word of South Festival
Amber O'Connell-Tallahassee Museum

Meeting was called to Order at 9:05 am.

Consent Agenda: Commissioner Bryan Desloge moved and second by Commissioner Nancy Miller. The motion was unanimously approved.

Red Hills International Horse Trials - Jane Barron, Tom Barron and Rose Naff made a presentation before the Tourist Development Council(TDC) requesting signature and capital improvement funding by the TDC through their application, attached letter, and five-year infrastructure plan. In their presentation, all three Red Hills organizers expounded upon their commitment to the future of the event and a Three Year Organizational Restructuring Plan which includes the identification of an Executive Director, for which a private source of funding has been identified but could not be revealed at the current time. Jane Barron reiterated her intent to remain the event's organizer/active advisor for a minimum of three years with the goal to gradually scale back her involvement as the Executive Director gains traction. Red Hills will be positioned to move forward as one of the premier eventing competitions in the United States drawing competitors from around the world.

The progress made in recent years with respect to the infrastructure and capital requirements has the property for the event primed to succeed and it could not have been possible without the community wide support from the Leon County Tourist Development Council, the City of Tallahassee, the Northwest Florida Water Management District and a number of private sponsors. With a three-year agreement between course designers Michael Etherington-Smith, David O'Conner, and Red Hills signed, the event will look to complete the major move of the cross country course, as well as the relocation of the sponsor tent and arenas. Once these have been completed, no additional major construction should be necessary.

Russell Daws moved and second by Commissioner Desloge that Red Hills be approved for \$50,000 for the Signature Event Grant and Commissioner Miller moved and second by Chairman Schmitz that Red Hills Capital Improvements funding be recommended to the Board of County Commissioners for approval. It was unanimously approved.

Word of South Festival – Mark Mustian came before the TDC requesting Signature Grant funding for the Festival. Commissioner Miller moved and second by Commissioner Desloge that the Word of South Festival receive funding in FY2016 in the amount of \$37,000. It was unanimously approved.

Market Days – Amber O'Connell – Tallahassee Museum came before the TDC requesting Signature Grant funding for the Market Days event in December 2015. Commissioner Miller moved and second by Commissioner Desloge that Market Days be funded at \$25,000. It was unanimously approved. For the record, TDC member Russell Daws recused himself from the vote.

Special Event Grant Review Committee Report – Chucha Barber thanked the members of the Special Event Grant Review Committee for their unselfish service and dedication. She also gave special thanks to the TDC Staff for doing such a wonderful job. Chucha Barber had some reservation concerning some of the applicants funding request for lobbying purposes. Lee Daniel stated that we have a little over \$ 17,000 left in the fund. Lee Daniel asked that two applicants be considered for

funding Frontline Skin Cancer Education Conference in the amount of \$1,200 and Department of Juvenile Justice Staff Development and Training Conference in the amount of \$2,400 that were not originally included in the final recommendation by the Grants Review Committee. The total amount of grants funded is \$86,022. Commissioner Desloge moved and second by Chucha Barber to approve the funding recommendation of the Special Event Grants Review Committee to include the two additional grants. It was unanimously approved.

Sports Council – Brian Hickey came forward with 49 of 50 recommendations for grant funding for the 1st Grant Cycle. He estimates 33, 000 visitors, 12,600 room nights and \$10m in revenue. Russell Daws moved and second by Chucha Barber. The report passed unanimously.

Kerr & Downs-Third Quarter Visitor Tracking Report – Dr. Phillip Downs and Dr. Joseph St. Germain made a presentation concerning the activity for the 3rd Quarter which appeared to be very impressive. Several members of the TDC expressed some concern about how the visitors are getting the online survey, how are we doing in the area of entertainment, are we collecting bed tax from persons with RV's,? Members of the TDC agreed that we need to do a better job to promote attractions and activities in Tallahassee.

Zimmerman Agency 2015 -2016 Advertising Initiatives – Mallory Hartline and Rusty Howard gave a presentation on the new ideas for FY16. Chucha Barber inquired as to how the concept of GEO fences works and it was explained by Mallory Hartline. Lee Daniel commented that we will be testing the “fences” strategy for a few months and monitor its effect on visitors to our city.

Staff Reports

Market Communications – Lauren Pace gave a report on the activities pertaining to upcoming events such as the 2016 Visitor's Guide, Market Rollout, new staff member PR/Marketing Specialist ready to come aboard, Travel Media Showcase, Tour Guide Program and Great Southern Summer.

Meetings & Conventions – Janet Roach gave a brief update on activities that she attended such as Meetings Professional International Conference, Florida Society Association Executives Conference, Florida Meeting Showcase, Excite Tradeshow, and worked on E-Pro Newsletter, plus the Customer Service Training Program.

Visitor's Services – Andi Ratliff gave a very exciting report which focused on a significant increase in visitor traffic to the Welcome Center. Andi has made an effort to make sure that the various hotel properties are well stocked with information for their guests. She also informed the TDC that there has been a significant jump in sales within the Welcome Center.

Sports – Amanda Heidecker gave a review of several activities that have taken place within the last two months. Jacksonville Storm Showcase, AAU Region 9 Track & Field Qualifier, FSU Invite/Pre-State Meet, ACC Championship Track Meet, FHSASA State Cross Country Championship, the Leon County Parks will be getting the Excellence In Sports Tourism Award in Orlando, Florida.

Director's Report

COCA Grants - Marion McGee gave some comments about the COCA grants process and thanked the County for their support of the grants. She also stated that there are some recipients that are never able to bring in people from out of town to spend the night. Russell Daws said that he thought the staff did an outstanding job this year but the elected officials and business community need to step up and support the plan. Chucha Barber stated that she had some reservation with the goal and role of the Advisory Board. She has observed that some city officials do not support the cultural plan and some of its projects in a positive manner. Commissioner Miller feels that we need to really support the Arts through a marketing plan which can help Tallahassee economically. Lee Daniel announced that the COCA Workshop will be held on September 15, 2015.

Jet Blue Issue – Lee Daniel wanted to make a clarification on the issue. The Tallahassee Democrat’s report that the TDC was providing incentives for new service was not completely accurate. We would be providing marketing support in greater Ft. Lauderdale to help drive inbound traffic on Jet Blue.

County Logo – The county administrator has approved the logo and it will be presented at the Market Rollout on October 1, 2015.

Governor’s Conference – Lee Daniel mentioned about Singularity University, a think tank in California which is funded by NASA has produced some new technology advancements. He was truly amazed about some of the new technology that is being presented across the country and throughout the world.

Upcoming Concerts – Lee Daniel announced about the Tallahassee Nights Live Concert on September 25th featuring R & B Singer Howard Hewitt and Mama Blue. Lee stated that it has been a real challenge trying to bring top quality entertainers to Tallahassee without having to pay huge amounts of money to help subsidize the event. He is still working with Adam Corey about bringing in a concert for Edison’s grand opening. Commissioner Desloge gave a special thanks to Scott Carswell for his promotion expertise and the City for working hard to develop strict policies for users. Commissioner Miller addressed concerns about the type and number of upcoming events that have been scheduled for the amphitheater which are competing with Lee Daniel’s shows.

Bed Tax Collection – Lee Daniel was elated about Tallahassee having a banner year and reaching the 12.5 % increase in bed tax collection for the year.

Adjournment:11:18 a.m.

Next Meeting: Thursday, November 5, 2015

Chairman Bo Schmitz

Attest: Aundra Bryant

USE AGREEMENT

This Agreement is made and entered into this 28th day of June, 2013 (the "Effective Date") by and between the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (the "District"), and RED HILLS HORSE TRIALS, INC. ("RHHT") and the CITY OF TALLAHASSEE ("City"), a Florida municipal corporation.

WITNESSETH

WHEREAS, the District owns the real property described on Exhibit "A" hereto (the "District Property") that is part of the park commonly known as the Elinor Klapp-Phipps Park in Tallahassee, Leon County, Florida (the "Park");

WHEREAS, the City and the District manage the Park pursuant to a Management Agreement dated October 15, 1992 between the District and the City;

WHEREAS, since 1998, RHHT has conducted its annual three-day equestrian competition known as the "Red Hills Horse Trials" (the "Event") on the District Property;

WHEREAS, the parties wish to formalize RHHT's annual use of the District Property for the Event and to authorize RHHT to construct new permanent improvements on the District Property that include a new equestrian cross-country course, all carefully designed and implemented in a manner that is consistent with the District's primary land management mission of water resource protection;

WHEREAS, the District's Governing Board, at its regular monthly meeting on the 13th day of June, 2013, has authorized the Executive Director of the District to enter into this Agreement on behalf of the District; and

FURTHER WHEREAS, the parties are authorized to enter into this Agreement.

NOW, THEREFORE, that for and in consideration of the mutual promises and covenants herein contained and the mutual advantages accruing to the District, the City and RHHT, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The District, the City and RHHT hereby adopt and incorporate into this Agreement the recitals set forth hereinabove.

2. Commencing on the Effective Date, and continuing through and including March 9, 2014, RHHT is hereby granted the authority to design and construct, at its sole cost, the permanent improvements on the District Property set forth in **Exhibit "B"** hereto (the "Cross-Country Course").

A. During planning, design and construction of the Cross-Country Course, the following conditions and considerations shall apply:

i. RHHT shall have the authority to close off areas of the District Property that are under active construction.

ii. RHHT must submit the final designs of the Cross-Country Course to the District for review and approval by the District prior to installation. RHHT shall deliver a copy of the final designs of the Cross-Country Course to the City when RHHT submits them to the District. The final designs must specify any proposed removal of vegetation, earthmoving, event-specific utility or infrastructure installations, permanent structures, materials, environmental protection measures, and plant lists. If RHHT delivers a proposed final design to the District and the District does not, within thirty (30) days of receipt thereof, notify RHHT in writing that the final design is approved, approved with conditions, denied, or if additional information is needed to complete the review, then the District shall be deemed to have approved

the final design. The District shall be permitted to reject or request modifications to a final design if it materially deviates from Exhibit "B" or if deemed a public safety hazard by the District or if the District determines that the proposed design would cause unacceptable natural resource impacts.

iii. Nothing herein shall be construed to prohibit District or City representatives from entering upon the District Property to inspect the construction of the Cross-Country Course to ensure public safety concerns and the prevention of impacts to water resources, other park resources and wildlife are addressed.

iv. If requested by the District in writing, RHHT will install, repair and/or replace appropriate signs to inform Park users of hazards and possible safety issues.

B. The District shall deliver notice to RHHT of any failure of RHHT to comply with any of the conditions set forth in subsection A. hereinabove, and RHHT shall have a reasonable amount of time (not to exceed 60 days) after receipt of such notice in which to cure any such non-compliance.

C. RHHT will be responsible for all costs of design and construction of the Cross-Country Course, including, but not limited to, securing all construction, building, and/or environmental permits that may be required, and for all erosion control, tree protection, and other environmental safeguards required to complete the construction with minimum impact to the natural resources on and off the District Property.

D. The District will not be required to perform or make any financial contribution toward design, construction or maintenance of the Cross-Country Course.

E. RHHT shall notify the District and City in writing of the completion of the Cross-Country Course. Upon delivery of said notice of completion, ownership of the permanent

improvements of the Cross-Country Course shall be deemed to have vested with the CITY, subject to the rights of RHHT under this Agreement, and any and all obligations of RHHT under this Paragraph 2 shall automatically terminate. Nothing in this Paragraph 2 shall limit or condition the right of RHHT to maintain, improve, alter and prepare the Cross-Country Course as required by RHHT for the Event on an annual basis as set forth hereinafter, subject to the review process, terms, and conditions herein, but the City shall have no obligation or duty to maintain the Cross-Country Course during the Annual Use Period set forth in Paragraph 3 in a year in which RHHT conducts the Event. At all other times, the City shall maintain the Cross-Country Course to protect public safety.

3. A. If at any time the permanent improvements are deemed a public safety hazard by the City, the City shall have the authority to remove or alter the permanent improvements.

B. If requested by the City in writing, RHHT will install, repair and/or replace appropriate, permanent signs to inform Park users of hazards and possible safety issues associated with the permanent improvements of the Cross-Country Course.

C. RHHT shall be required to obtain a City Special Event Permit annually prior to the Event.

4. Commencing on the Effective Date and continuing through and including April 15, 2023, the District hereby grants to RHHT the authority to use the District Property on an annual basis, including access to the District Property, beginning on February 15th and ending on April 15th each year (the "Annual Use Period") for the purposes of preparing for, conducting and engaging in all activities associated with the Event. The parties agree that activities associated with the Event may include, but are not limited to, the construction, maintenance and preparation

of any and all temporary facilities for the Event, including horse stables, sponsor tent concessionaire facilities, educational booths, administrative structures, and unpaved parking facilities.

5. During the Annual Use Period, RHHT's use of the District Property for the Event shall be subject to the conditions set forth in Exhibit "C" hereto (the "Use Conditions"). The District shall deliver notice to RHHT of any failure of RHHT to comply with the Use Conditions, and RHHT shall have a reasonable amount of time after receipt of such notice in which to cure any such non-compliance.

6. The grant of authority to RHHT under this Agreement shall be automatically renewed upon the same terms and conditions, without notice, for like successive five (5) year periods ending on April 15th of the last year of the applicable five (5) year period unless the District shall, at least eight (8) months before the expiration of the initial period or applicable successive periods, notify RHHT in writing of the termination of the Agreement.

7. Upon termination of this Agreement, the District or the City may request that RHHT remove some or all permanent improvements and restore the property to its original condition.

8. RHHT indemnifies and holds harmless the District, its agents and employees from claims of any kind whatsoever or of any nature for personal injury, loss of life and property damage arising out of the use of the District Property by RHHT, its agents, the event participants and members of the public. RHHT releases the District from any and all liability to the extent allowable by Florida law for personal injury, loss of life and property damage arising out the authority granted to RHHT under this agreement.

9. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed given on the date served personally, on one (1) day after deposited in Federal Express or other guaranteed overnight courier, or three (3) business days after deposit in prepaid, first-class United States mail, certified or registered. Any such notice, demand, request, consent, approval, or communication shall be addressed to the other party at the following respective addresses:

DISTRICT: Attn: WILLIAM O. CLECKLEY, Director, Division of Land
Management and Acquisition
81 Water Management Drive
Havana, FL, 32333

RHHT: Attn: JANE BARRON, President
4000 N. Meridian Road
Tallahassee, FL 32312

CITY: Attn: ASHLEY EDWARDS
Asst. Park and Recreation Director
City of Tallahassee
300 South Adams Street
Tallahassee, Florida 32301

Either party may change its address by notifying the other party of the change of address.

10. In no event will the relationship of the District, the City and RHHT under this Agreement be construed to be that of a partnership, joint venture or joint enterprise.

11. The failure of either party to insist on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any other instance.

12. The District shall have the same Event sponsorship designation as the City.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.

14. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof.

IN WITNESS WHEREOF, the District, RHHT and the City have caused this Agreement to be executed effective on the day first written above.

WITNESS:

RED HILLS HORSE TRIALS, INC.,
a Florida non-profit corporation

[Signature]
(Signature)

Kimberly McGill
(Print Name)

[Signature]
(Signature)

Luis Carbajal
(Print Name)

By: Jane Henderson Barron
Name: Jane Henderson Barron
Its: President
Date: 15 March 2013

STATE OF FLORIDA
COUNTY OF LEON

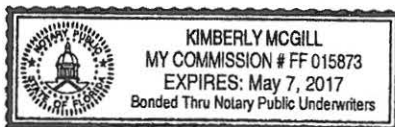
The foregoing instrument was acknowledged before me this 15th day of June, 2013, by Jane Henderson Barron, as President of RED HILLS HORSE TRIALS, INC., a Florida non-profit corporation, on behalf of the corporation, () who is personally known to me OR (X) who produced Florida Drivers License as identification.
B650-448-49-760-0

[Signature]
Notary Signature

Kimberly McGill
Print Notary Name

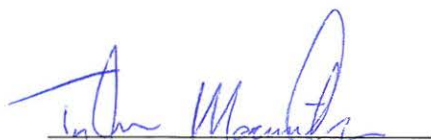
NOTARY PUBLIC
State of Florida at Large

My Commission Expires May 7, 2017



WITNESS:


NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT



(Signature)

Tyler Macmillan


(Print Name)



(Signature)

Carol L. Bert


(Print Name)

By: 

Jonathan P. Steverson
Executive Director

Date: 6/13/13

CITY OF TALLAHASSEE:

By: 

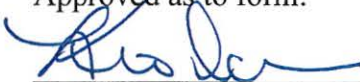
Anita Favors Thompson, City Manager

Attest:



James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:



Kristen L. Coons, Asst. City Attorney

EXHIBIT "A"
(THE DISTRICT PROPERTY)

First American Title Insurance Company OF 1594 PG 0530
Schedule A, Page 2

A TRACT OF LAND LYING IN SECTIONS 25, 26, 35, AND 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a terra cotta monument marking the Southeast corner of said Section 36 and run South 89 degrees 54 minutes 31 seconds West 24.64 feet to the centerline of Meridian Road (Station 100+75.06) as per Leon County Maintenance Map recorded in Road Plat Book 2, Page 96 of the Public Records of Leon County, Florida, thence North 00 degrees 05 minutes 15 seconds East along said centerline 675.74 feet to a Leon County rod and cap marking Station 107+50.80, thence North 00 degrees 43 minutes 15 seconds West along said centerline 1213.53 feet, thence South 88 degrees 02 minutes 34 seconds West along the North boundary of property described in Official Records Book 255, Page 149 of the Public Records of Leon County, Florida, a distance of 117.53 feet to a concrete monument on the Westerly right-of-way boundary of Meridian Road, thence North 00 degrees 43 minutes 15 seconds West along said right-of-way boundary and along a line 117.50 feet West of and parallel with the centerline of said Meridian Road a distance of 47.21 feet to a concrete monument, thence North 00 degrees 22 minutes 32 seconds West along said right-of-way boundary and along said parallel line a distance of 172.27 feet a concrete monument on the North boundary of property described in Official Records Book 1444, Page 5 of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 85 degrees 42 minutes 04 seconds West along said North boundary 688.12 feet to a concrete monument, thence North 72 degrees 53 minutes 41 seconds West along said North boundary 566.47 feet to a concrete monument, thence North 46 degrees 42 minutes 52 seconds West along said North boundary and along the South boundary of property described in Official Records Book 1444, Page 8 of the Public Records of Leon County, Florida, a distance of 946.41 feet to a concrete monument, thence North 59 degrees 21 minutes 57 seconds West along said South boundary 247.76 feet to a concrete monument, thence North 55 degrees 36 minutes 20 seconds West along said South boundary 144.53 feet to a concrete monument, thence North 20 degrees 49 minutes 24 seconds West along said boundary 189.44 feet to a concrete monument on the North boundary of said property described in Official Records Book 255, Page 149, thence South 89 degrees 25 minutes 30 seconds West along said North boundary 2116.11 feet to a concrete monument marking the Northwest corner of said property, thence South 00 degrees 37 minutes 15 seconds East along the West boundary of said property 726.25 feet, thence leaving the boundary of said property run Westerly and Southerly along a line approximately 7.5 feet Easterly of and parallel with the

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First American Title Insurance Company OR 159460531

Schedule A, Page 2

centerline of an existing creek as follows : North 67 degrees 50
minutes 13 seconds West 42.40 feet, thence South 65 degrees 52
minutes 05 seconds West 37.80 feet, thence North 26 degrees 25
minutes 37 seconds West 24.51 feet, thence South 78 degrees 54
minutes 12 seconds West 26.83 feet, thence South 63 degrees 29
minutes 04 seconds West 32.23 feet, thence North 53 degrees 27
minutes 57 seconds West 36.64 feet, thence South 46 degrees 41
minutes 21 seconds West 9.38 feet, thence South 06 degrees 57
minutes 22 seconds East 45.48 feet, thence North 83 degrees 21
minutes 38 seconds West 62.05 feet, thence South 19 degrees 57
minutes 43 seconds West 53.15 feet, thence North 39 degrees 38
minutes 35 seconds West 34.56 feet, thence South 42 degrees 31
minutes 29 seconds West 34.38 feet, thence South 44 degrees 25
minutes 15 seconds East 24.38 feet, thence North 70 degrees 03
minutes 57 seconds East 34.67 feet, thence South 50 degrees 37
minutes 24 seconds East 23.50 feet, thence South 07 degrees 35
minutes 18 seconds West 42.14 feet, thence South 55 degrees 17
minutes 40 seconds West 98.58 feet, thence North 57 degrees 09
minutes 55 seconds West 18.84 feet, thence South 29 degrees 45
minutes 02 seconds East 50.78 feet, thence South 13 degrees 18
minutes 08 seconds West 21.44 feet, thence South 88 degrees 17
minutes 52 seconds West 29.56 feet, thence South 22 degrees 16
minutes 17 seconds East 15.63 feet, thence South 43 degrees 42
minutes 02 seconds East 28.40 feet, thence South 00 degrees 49
minutes 35 seconds West 57.36 feet, thence South 89 degrees 52
minutes 02 seconds East 36.17 feet, thence South 09 degrees 58
minutes 27 seconds East 34.34 feet, thence South 52 degrees 04
minutes 30 seconds West 72.94 feet, thence North 78 degrees 42
minutes 01 seconds West 36.06 feet, thence South 55 degrees 45
minutes 58 seconds West 18.81 feet, thence South 20 degrees 52
minutes 39 seconds West 21.63 feet, thence South 58 degrees 37
minutes 52 seconds West 30.68 feet, thence North 50 degrees 19
minutes 47 seconds West 33.84 feet, thence South 64 degrees 44
minutes 55 seconds West 13.59 feet, thence South 18 degrees 37
minutes 08 seconds West 41.35 feet, thence South 08 degrees 28
minutes 38 seconds East 56.24 feet, thence South 77 degrees 13
minutes 06 seconds West 46.41 feet, thence South 67 degrees 48
minutes 45 seconds East 20.73 feet, thence South 35 degrees 33
minutes 22 seconds West 29.87 feet, thence South 79 degrees 54
minutes 28 seconds West 44.03 feet, thence North 75 degrees 19
minutes 22 seconds West 71.49 feet, thence South 09 degrees 24
minutes 17 seconds West 34.47 feet, thence South 28 degrees 24
minutes 28 seconds East 23.04 feet, thence South 37 degrees 13
minutes 49 seconds West 54.39 feet, thence South 16 degrees 22
minutes 58 seconds East 30.22 feet, thence South 09 degrees 19
minutes 50 seconds West 25.12 feet, thence South 48 degrees 16
minutes 45 seconds West 39.49 feet, thence South 16 degrees 46
minutes 11 seconds East 35.09 feet, thence South 15 degrees 39
minutes 19 seconds East 82.60 feet, thence South 01 degrees 42
minutes 20 seconds East 57.72 feet, thence South 14 degrees 36

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First American Title Insurance Company DR 1594 PG 0532

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minutes 09 seconds West 72.02 feet, thence South 08 degrees 45
minutes 28 seconds East 28.19 feet, thence South 19 degrees 12
minutes 18 seconds West 22.78 feet, thence South 17 degrees 52
minutes 19 seconds East 132.60 feet, thence South 30 degrees 47
minutes 02 seconds East 33.02 feet, thence South 27 degrees 30
minutes 15 seconds East 31.50 feet, thence South 12 degrees 15
minutes 46 seconds East 76.48 feet, thence South 39 degrees 58
minutes 37 seconds East 57.59 feet, to the approximate ordinary
high water line of Lake Victoria, thence leaving said parallel
line run Westerly along said approximate ordinary high water
line of Lake Victoria as follows: North 64 degrees 13 minutes 20
seconds West 45.74 feet, thence South 54 degrees 24 minutes 01
seconds West 69.40 feet, thence South 87 degrees 18 minutes 17
seconds West 87.35 feet, thence North 18 degrees 02 minutes 41
seconds East 58.69 feet, thence North 87 degrees 58 minutes 48
seconds West 64.95 feet, thence South 60 degrees 18 minutes 28
seconds West 74.07 feet, thence North 78 degrees 50 minutes 06
seconds West 82.79 feet, thence South 76 degrees 26 minutes 00
seconds West 45.44 feet, thence South 30 degrees 09 minutes 36
seconds West 132.10 feet, thence South 05 degrees 38 minutes 19
seconds West 132.95 feet, thence North 35 degrees 58 minutes 35
seconds West 54.75 feet, thence North 49 degrees 39 minutes 42
seconds West 55.76 feet, thence South 70 degrees 11 minutes 54
seconds West 28.02 feet thence South 45 degrees 15 minutes 34
seconds West 89.49 feet, thence South 21 degrees 14 minutes 38
seconds West 183.81 feet, thence South 65 degrees 34 minutes 27
seconds West 163.59 feet, thence South 45 degrees 35 minutes 08
seconds West 122.09 feet, thence South 18 degrees 06 minutes 25
seconds East 288.88 feet, thence leaving said approximate
ordinary high water line run South 86 degrees 01 minute 15
seconds West 2442.97 feet, thence North 75 degrees 28 minutes 36
seconds West 724.81 feet to the approximate 89 foot contour of
Lake Jackson, thence Northerly along said approximate 89 foot
contour as follows: North 32 degrees 58 minutes 28 seconds East
88.76 feet, thence North 50 degrees 23 minutes 31 seconds East
188.40 feet, thence North 11 degrees 06 minutes 48 seconds West
176.17 feet, thence North 58 degrees 36 minutes 31 seconds East
230.96 feet, thence North 24 degrees 14 minutes 33 seconds East
190.30 feet, thence North 12 degrees 26 minutes 09 seconds West
122.59 feet, thence North 23 degrees 57 minutes 22 seconds West
148.76 feet, thence North 17 degrees 23 minutes 37 seconds East
153.37 feet, thence North 15 degrees 58 minutes 19 seconds East
118.38 feet, thence North 21 degrees 03 minutes 59 seconds West
151.20 feet, thence North 09 degrees 17 minutes 12 seconds East
126.12 feet, thence North 06 degrees 58 minutes 51 seconds East
157.78 feet, thence North 15 degrees 14 minutes 34 seconds East
127.45 feet, thence North 01 degree 08 minutes 42 seconds West
126.71 feet, thence North 25 degrees 04 minutes 07 seconds East
134.58 feet, thence North 23 degrees 13 minutes 58 seconds East
178.24 feet, thence North 26 degrees 18 minutes 53 seconds East

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143.66 feet, thence North 24 degrees 02 minutes 52 seconds East
146.42 feet, thence North 12 degrees 30 minutes 42 seconds East
129.98 feet, thence North 05 degrees 39 minutes 03 seconds West
147.62 feet, thence North 41 degrees 54 minutes 45 seconds East
118.84 feet, thence North 24 degrees 47 minutes 14 seconds East
108.82 feet, thence North 06 degrees 52 minutes 37 seconds East
178.66 feet, thence North 10 degrees 46 minutes 01 second West
169.05 feet, thence North 03 degrees 32 minutes 45 seconds West
134.18 feet, thence North 10 degrees 05 minutes 54 seconds West
30.89 feet, thence leaving said approximate 89 foot contour run
East along the South boundary of property described on Official
Records Book 1411, Page 2007, of the Public Records of Leon
County, Florida, a distance of 910.75 feet to a concrete
monument, thence North 04 degrees 48 minutes 39 seconds West
along the East boundary of said property 486.28 feet to a
concrete monument, thence North 01 degree 33 minutes 46 seconds
East along the East boundary of said property and along the East
boundary of property described in Official Records Book 1411,
Page 2001, of the Public Records of Leon County, Florida, a
distance of 852.89 feet to a concrete monument, thence North 00
degrees 06 minutes 17 seconds East along the East boundary of
property described in Official Records Book 996, Page 1379 and
Official Records Book 984, Page 426, of the Public Records of
Leon County, Florida, a distance of 989.11 feet to a concrete
monument on the Southerly right-of-way boundary of Miller
Landing Road (60 foot right-of-way), thence Easterly along said
Southerly right-of-way boundary as follows: South 58 degrees 24
minutes 08 seconds East 420.68 feet to a concrete monument,
thence South 57 degrees 40 minutes 03 seconds East 329.39 feet
to a concrete monument, thence South 59 degrees 24 minutes 10
seconds East 333.54 feet to a concrete monument marking a point
of curve to the left, thence along said right-of-way curve with
a radius of 980.47 feet, through a central angle of 27 degrees
52 minutes 49 seconds, for an arc distance of 477.10 feet to a
concrete monument, thence South 87 degrees 16 minutes 59 seconds
East 110.45 feet a concrete monument marking a point of curve to
the left, thence along said right-of-way curve with a radius of
1484.20 feet, through a central angle of 21 degrees 34 minutes
13 seconds, for an arc distance of 562.53 feet to a concrete
monument, thence North 71 degrees 08 minutes 48 seconds East
105.08 feet to a concrete monument marking a point of curve to
the left, thence along said right-of-way curve with a radius of
867.97 feet, through a central angle of 18 degrees 19 minutes 19
seconds, for an arc distance of 292.71 feet to a concrete
monument, thence North 51 degrees 49 minutes 29 seconds East
525.38 feet to a concrete monument marking a point of curve to
the right, thence along said right-of-way curve with a radius of
1159.80 feet, through a central angle of 44 degrees 53 minutes
10 seconds, for an arc distance of 908.60 feet to a concrete
monument, thence South 83 degrees 17 minutes 21 seconds East

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Schedule A, Page 2

126.78 feet to a concrete monument marking a point of curve to the right, thence along said right-of-way curve with a radius of 1455.71 feet, through a central angle of 17 degrees 36 minutes 00 seconds, for an arc distance of 447.16 feet to a concrete monument, thence South 65 degrees 41 minutes 21 seconds East 1286.01 feet to a concrete monument marking a point of curve to the left, thence along said right-of-way curve with a radius of 4126.75 feet, through a central angle of 03 degrees 34 minutes 45 seconds, for an arc distance of 257.79 feet to a concrete monument, thence South 69 degrees 16 minutes 06 seconds East 126.08 feet to a concrete monument marking a point of curve to the left, thence along said right-of-way curve with a radius of 1562.60 feet, through a central angle of 18 degrees 04 minutes 55 seconds, for an arc distance of 493.14 feet to a concrete monument, thence leaving said right-of-way boundary run South 07 degrees 47 minutes 40 seconds East 478.49 feet to a concrete monument, thence North 79 degrees 05 minutes 04 seconds East 183.06 feet to a concrete monument, thence North 05 degrees 30 minutes 33 seconds West 433.55 feet to a concrete monument on the Southerly right-of-way boundary of said Miller Landing Road, thence South 87 degrees 47 minutes 51 seconds East along said right-of-way boundary 138.87 feet to a concrete monument, thence South 89 degrees 45 minutes 51 seconds East along said right of way boundary 1.52 feet to a concrete monument on the West boundary of property described in Official Records Book 1062, Page 540 of the Public Records of Leon County, Florida, thence South 01 degree 50 minutes 15 seconds East along the West boundary of said property and along the West boundary of property described in Official Records Book 923, Page 441 and the West boundary of property described in Official Records Book 1062, Page 543 of the Public Records of Leon County, Florida, a distance of 1294.32 feet to a concrete monument marking the Southwest corner of said property described in Official Records Book 1062, Page 543, thence North 89 degrees 54 minutes 07 seconds East along the South boundary of said property 654.49 feet to a concrete monument on the West right-of-way boundary of said Meridian Road, thence South 00 degrees 14 minutes 45 seconds West along said right-of-way boundary and along a line 117.5 feet West of and parallel with the centerline of said Meridian Road a distance of 1172.76 feet to a concrete monument, thence South 00 degrees 22 minutes 32 seconds East along said right of way boundary and along said parallel line 755.78 feet to the POINT OF BEGINNING, containing 670.49 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A tract of land lying in Sections 25 and 36, Township 2 North, Range 1 West, Leon County, Florida, more particular described as follows:

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First American Title Insurance Company

OR 1594 PG 0535

Schedule A, Page 2

Commence at a terra cotta monument marking the Southeast corner of said Section 36 and run South 89 degrees 54 minutes 31 seconds West 24.64 feet the centerline of Meridian Road (Station 100+75.06) as per Leon County Maintenance Map recorded in Road Plat Book 2, Page 96 of the Public Records of Leon County, Florida, thence North 00 degrees 05 minutes 15 seconds East along said centerline 675.74 feet to a Leon County rod and cap marking Station 107+50.80, thence North 00 degrees 43 minutes 15 seconds West along said centerline 1213.53 feet, thence South 88 degrees 02 minutes 34 seconds West along the North boundary of property described in Official Records Book 255, Page 149 of the Public Records of Leon County, Florida, a distance of 117.53 feet to a concrete monument on the Westerly right-of-way boundary of said Meridian Road, thence North 00 degrees 43 minutes 15 seconds West along said right-of-way boundary and along a line 117.50 feet West of and parallel with the centerline of said Meridian Road a distance of 47.21 feet to a concrete monument, thence North 00 degrees 22 minutes 32 seconds West along said right-of-way boundary and along said parallel line a distance of 172.27 feet to a concrete monument on the North boundary of property described in Official Records Book 1444, Page 5, of the Public Records of Leon County, Florida, for the POINT OF BEGINNING. From said POINT OF BEGINNING run North 86 degrees 42 minutes 04 seconds West along said North boundary 688.12 feet to a concrete monument, thence North 72 degrees 53 minutes 41 seconds West along said North boundary 566.47 feet to a concrete monument, thence North 46 degrees 42 minutes 52 seconds West along said North boundary and along the South boundary of property described in Official Records Book 1444, Page 8, of the Public Records of Leon County, Florida a distance of 946.41 feet to a concrete monument, thence North 59 degrees 21 minutes 57 seconds West along said South boundary 247.76 feet to a concrete monument, thence North 55 degrees 36 minutes 20 seconds West along said South boundary 144.53 feet to a concrete monument, thence North 20 degrees 49 minutes 24 seconds West along said South boundary 189.44 feet to a concrete monument on the Northerly boundary of property described in Official Records Book 255, Page 149, of the Public Records of Leon County, Florida, thence South 89 degrees 25 minutes 30 seconds West along the Northerly boundary of said property 752.15 feet to a concrete monument, thence North 02 degrees 35 minutes 05 seconds East 206.51 feet to a concrete monument, thence North 27 degrees 30 minutes 39 seconds West 133.89 feet to a concrete monument, thence North 19 degrees 28 minutes 18 seconds West 161.31 feet to a concrete monument, thence North 09 degrees 14 minutes 24 seconds West 149.91 feet to a concrete monument, thence North 37 degrees 27 minutes 27 seconds East 107.46 feet to a concrete monument, thence North 69 degrees 28 minutes 27 seconds East 72.43 feet to a concrete monument, thence South 86 degrees 44 minutes 53 seconds East 120.09 feet to a concrete monument,

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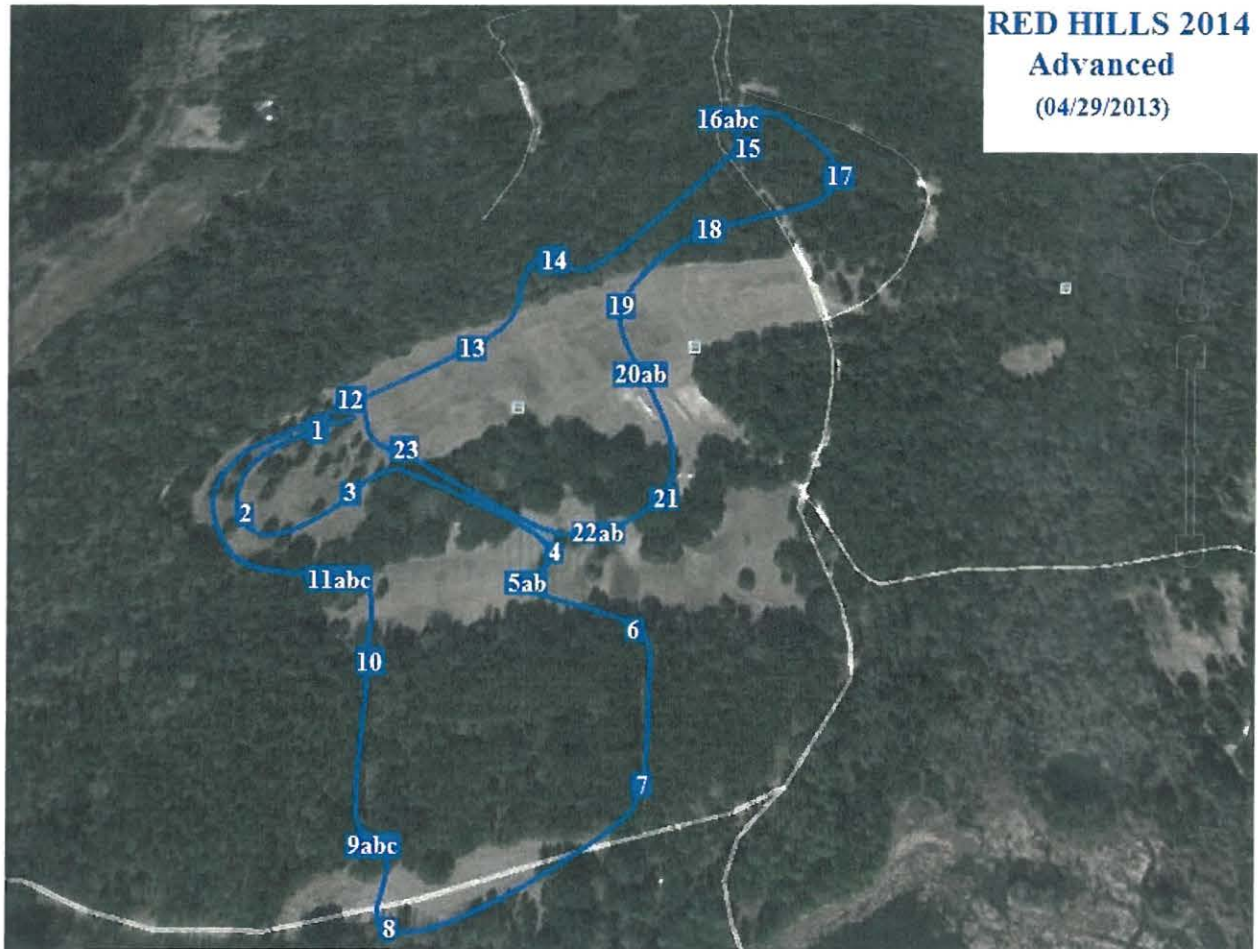
Schedule A, Page 2

OR:1594 PG 0536

thence North 28 degrees 02 minutes 36 seconds East 117.79 feet to a concrete monument, thence North 08 degrees 52 minutes 39 seconds East 172.21 feet to a concrete monument, thence North 35 degrees 26 minutes 34 seconds West 278.18 feet to a concrete monument, thence North 44 degrees 40 minutes 22 seconds East 362.95 feet to a concrete monument, thence North 26 degrees 55 minutes 26 seconds East 303.00 feet to a concrete monument, thence North 77 degrees 49 minutes 33 seconds East 122.43 feet to a concrete monument, thence South 70 degrees 59 minutes 51 seconds East 83.72 feet to a concrete monument, thence North 23 degrees 44 minutes 32 seconds East 133.12 feet to a concrete monument, thence North 15 degrees 07 minutes 12 seconds East 119.80 feet to a concrete monument, thence North 16 degrees 30 minutes 44 seconds East 427.28 feet to a concrete monument on the Southerly right of way boundary of Miller Landing Road (60 foot right of way), thence South 65 degrees 41 minutes 21 seconds East along said right of way boundary 386.52 feet to a concrete monument marking a point of curve to the left, thence along said right of way boundary and said curve with a radius of 4126.75 feet through a central angle of 03 degrees 34 minutes 45 seconds for an arc distance of 257.79 feet to a concrete monument, thence South 69 degrees 16 minutes 06 seconds East along said right of way boundary 126.08 feet to a concrete monument marking a point of curve to the left, thence along said right of way boundary and said curve with a radius of 1562.60 feet through a central angle of 18 degrees 04 minutes 55 seconds for an arc distance of 493.14 feet to a concrete monument, thence leaving said right of way boundary run South 07 degrees 47 minutes 40 seconds East 478.49 feet to a concrete monument, thence North 79 degrees 05 minutes 04 seconds East 183.06 feet to a concrete monument, thence North 05 degrees 30 minutes 33 seconds West 433.55 feet to a concrete monument on the Southerly right of way boundary of said Miller Landing Road, thence South 87 degrees 47 minutes 51 seconds East along said right of way boundary 138.87 feet to a concrete monument, thence South 89 degrees 45 minutes 51 seconds East along said right of way boundary 1.52 feet to a concrete monument on the West boundary of property described in Official Records Book 1062, Page 540, of the Public Records of Leon County, Florida, thence South 01 degree 50 minutes 15 seconds East along the West boundary of said property and along the West boundary of property described in Official Records Book 923, Page 441 and the West boundary of property described in Official Records Book 1062, Page 543, of the Public Records of Leon County, Florida, a distance of 1294.32 feet to a concrete monument marking the Southwest corner of said property described in Official Records Book 1062, Page 543, thence North 89 degrees 54 minutes 07 seconds East along the South boundary of said property 654.49 feet to a concrete monument on said West right of way boundary of Meridian Road, thence Southerly along said right of way boundary and along a

line 117.50 feet West of and parallel with the centerline of said Meridian Road as follows: South 00 degrees 14 minutes 45 seconds West 1172.76 feet to a concrete monument, thence South 00 degrees 22 minutes 32 seconds East 755.78 feet to the POINT OF BEGINNING, containing 161.88 acres, more or less.

EXHIBIT "B"
(THE CROSS-COUNTRY COURSE)



- | | | | | |
|-----------------------|-----------------------|---------------------------|--------------------------|--------------------|
| 1. Tree Trunk | 5. Open Oxer | 11ABC. Stairway to Heaven | 16ABC. Huck Finn's Folly | 21. London Bench |
| 2. Red Hills Frame | 6. Down The Lane | 12. Picnic Table | 17. Woodland Walk Trunk | 22AB. Cottages |
| 3. Between the Hedges | 7. Tyson's Turnaround | 13. Triple Brush | 18. Goliath Gap | 23. Owl About That |
| 4. Cordwood Pile | 8. Dairy Mounds | 14. Lazy Days Hammock | 19. Chicken Barns | |
| 5AB. Arena | 9ABC. Dairy Mounds | 15. Road Crossing | 20AB. Skippers Pool | |
| | 10. Park Gate | | | |

Red Hills Improvements for Cross-Country Course Relocation 2014

Brief descriptions of permanent infrastructure planned:

Firstly and most importantly RHHT will be grading, seeding and maintaining some 4,500ft of new track throughout the District Property. These tracks will range from 15ft wide to 40ft wide in some places and will intermittently be trimmed out in native plant species to encourage foot traffic to enjoy the lanes throughout the year and to encourage the use by wildlife with special emphasis on The Golden Banded Skipper butterfly.

Topographic Changes and Permanent Improvements:

There will be some earth moving in a 50ft diameter, circular area on the south edge of the south stand of pine trees. Marked on the map as 9ABC, “Dairy Mounds”. This will consist of no structures, no retaining walls, just topographical enhancement.

A new set of steps will be installed going into the west end of The Oak Hammock, “Stairway to Heaven”, marked as 11ABC on the map. This will consist of two vertical walls of 40ft wide and 3’5” high, to make an overall height of approx. 7ft, they will vary from 9ft apart to 19ft apart. These will be immovable objects made from pressure treated lumber that will likely be faced with a faux stone.

The “Lazy Days Hammock”, 14 on the map, is a simple wooden construction that will sit between two large Live Oaks on the north side of the main field. There is not much to describe about this construction other than it is an immovable object of 4ft high, 10ft wide and with a seating depth of 5ft – a good queen-sized hammock for all to enjoy.

The main water jump is sited in what is an obvious spot to the east side of the road coming in Gate B, “Huck Finns Folly” at 16ABC on the map. This 130ft diameter pool will be constructed with a water retaining liner that will have a drainage system in it to allow for the pool to be completely dry for 11 months of the year. The base will be rolled lime rock with a slight topsoil mix that will encourage grass and weed growth throughout the year. This will help stabilize the ground for equestrian use whilst helping it to remain inconspicuous outside of the Red Hills Horse Trials Annual Use Period.

A simple ditch and wall complex will be sited in an existing drainage swale within the north stand of pines, “Goliath Gap” at number 18 on the map. This basically consists of two 3ft high vertical wooden walls, each 25ft long. They will be offset from one and other so as to create a variety of jumping options and routes available to us when complete and so therefore the overall width of the ‘complex’ will be 43ft. This is an example of where a wider galloping lane leading up to and leaving the obstacle is required.

A Dew Pool in the middle of the open field, “Skippers Pool” at 20AB, has a similar job description as the Main water jump. There will be no retaining walls, just some initial ground disturbance while we install a 70ft diameter Butile liner, covering it with a lime rock/top soil mix as at “Huck Finns Folly”, and create small inconspicuous mounds to create interesting topography for the siting of portable jumps to be placed immediately before the trials. This jump will also have a permanent drain so that it will remain empty of rain water throughout the year. The idea behind this obstacle is to create a center piece for the event that offers an educational dimension in that there will be giant carved Golden Banded Skipper butterflies placed in and around the water jump.

EXHIBIT "C"
(THE USE CONDITIONS)

1. RHHT shall be responsible for the restoration of District property to its original condition and to the satisfaction of the District. This shall include, but not be limited to, removal and disposal of all trash, debris and garbage, road repair, revegetation, repair of erosion problems resulting from the Event and other remediation that shall be considered necessary by the District.
2. Upon completion of each annual Event, RHHT shall remove all equipment and temporary structures used for the event including, but not limited to, sanitary facilities, arenas, trailers, tents, concessions, vendor facilities and all other items associated or used during the Event by any person and will repair or replace existing signage on the District property that informs Park users of hazards and possible safety issues if such signage is not in substantially the same condition as prior to the Event. All equipment and temporary structures used for the Event must be removed from District property no later than 20 working days after the Event, unless such time period is extended. If RHHT has failed to remove all equipment and temporary structures used for the Event during such time period, then the District may seize, impound and remove all equipment and temporary structures at its own expense and seek reimbursement from RHHT for all costs associated with such seizure, impounding and removal.
3. RHHT shall provide for the offsite removal and proper disposal of human and animal waste during the event. Special care shall be taken to ensure that no runoff or discharge of waste material occurs to any waterbody.
4. In the event of any spill, dumping, discharge or other release of pollutants on District property during the Event, RHHT shall be responsible for all necessary clean-up, disposal and other required remedial action consistent with local, state and federal environmental regulations.
5. RHHT shall comply with applicable local and state regulations during the Event.
6. RHHT shall be solely responsible for providing adequate fire/rescue, ambulance, law enforcement and other emergency services to protect all participants and any other person associated with or attending the Event. The District shall have no responsibility or obligation to advise, inspect or provide such emergency services.
7. RHHT shall provide or cause to be provided insurance coverage throughout the initial Cross-Country Course construction period, and thereafter each year for the duration of the Annual Use Period and shall provide coverage for all types of personal injury and property damage for all participants, volunteers, vendors, concessionaires, as well as all other persons attending the Event. RHHT shall provide insurance coverage in an amount not less than \$1,000,000. Copies of the certificate of insurance shall be provided to the District at least 30 days prior to any activity associated with the Event and shall list the District as an insured party.

8. RHHT shall provide for normal public uses and access to the property during the Event in areas that are not designated by RHHT as requiring restricted access to conduct the event.
9. RHHT will not refuse or in any way hinder any member of the public who chooses not to make a donation to RHHT's event. RHHT agrees that that no fees, assessment or charge or other form of consideration will be a condition for use by the public of the District Property.
10. No permanent structures shall be placed on the District Property for the Event, with the exception of drainage improvements and those permanent improvements otherwise expressly authorized by the District.
11. The sale of alcoholic beverages on District land is prohibited, but RHHT shall be permitted to provide and serve alcoholic beverages in areas designated by RHHT.
12. All sites to be utilized for event activities not previously approved shall be submitted for review and consideration by the District at least 14-days prior to any activity associated with the event.
13. The District shall not be responsible for any claims or damages that may result from either interruption, partial or early termination or complete cancellation of the Event.
14. The District grants the authority to RHHT herein in reliance on the oral and written representations made to the District by RHHT that, among other matters, the soil and vegetation on the property can withstand and are appropriate for the type of use proposed to occur in particular areas of the property, such as parking areas, stabling areas, arena areas and the designated routes for driving and for access to and from the District Property to the adjacent private property that RHHT uses to store temporary Event jumps and materials, as designated on the site map presented to the District, attached hereto. The District also grants this authority in reliance on the representations that the vegetation and revegetation of areas prone to erosion will prevent any additional erosion of the areas as a result of this event and that, indeed, the vegetation and revegetation of such areas will survive the Event and continue to prevent or prohibit erosion. As a result of the careful studies performed by RHHT to determine the appropriate uses for particular areas of District land and its assurances as a result of those studies and its commitment to the preservation and enhancement of the property for the purposes for which it was purchased, the District grants these rights. RHHT shall at all times use the property in a manner consistent with the representations to the District regarding the minimal impact to the property of the proposed event and the restoration of the property after the Event.
15. RHHT shall undertake measures to protect listed plant and animal species from Event activities that occur on or adjacent to the event footprint. Special protection measures shall be implemented for gopher tortoises and their burrows. Minimum protection measures required at identified and documented gopher tortoise burrows for the RHHT Event include, but are not limited to, the following:

- A) Before event activities begin, District representatives and RHHT shall visit all gopher tortoise burrows on and adjacent to the event footprint to discuss and recommend protection measures. If not already protected by rail fencing, all unfenced burrows and their associated tunnel systems shall be protected by a temporary rope or safety fence of the following circular or rectangular configuration. All dimensions are measured from the burrow opening:
- a) A circle of five (5) meters radius (approximately 16.25 feet).
 - b) A minimal rectangle extending three (3) meters or 10 feet in front and on both sides of the burrow opening and four (4) meters or 13 feet behind the burrow opening. The rectangle should be positioned parallel with the tunnel axis, i.e. 3 meters in front and 4 meters behind the burrow opening.

Note: These dimensions provide a protection rectangle of approximately 23 feet by 20 feet

These circular or rectangular protection dimensions may be waived by the District, subject to an onsite inspection of the burrow or burrows in question and District approval of alternative protection measures as agreed to by RHHT. Notwithstanding the above, RHHT shall at all times provide adequate protection of the gopher tortoises and burrows during the event period.

- B) All burrow openings shall remain uncovered (open) unless a burrow opening/tunnel is subject to potential adverse impacts because its location interferes, impedes, prevents or conflicts with the movement of heavy equipment or vehicles or the placement or construction of event structures and buildings, including but not limited to, dressage and stadium jumping arenas, temporary horse stables, trailers of all types, exhibit booths, concessionaire stands, sanitary facilities and portable toilet booths, etc. In the event a gopher tortoise burrow meets the criteria stated above, the following protection measures shall be implemented: The burrow opening shall be temporarily covered with a minimum 4 x 8 sheet of plywood prior to pre-event activities, especially when a burrow has the potential to interfere, impede, prevent or conflict with the movement of heavy equipment or vehicles or the placement or construction of event structures and buildings.
- C) Mowing operations, especially those utilizing farm tractors/mowers and heavy equipment traffic shall be prohibited from the entrance of all burrow locations per the dimensions listed under A) above to prevent the possible collapse of burrow tunnels.
- D) In addition, RHHT shall not allow or cause to be allowed any diseased gopher tortoise or tortoises from being introduced onto the property for any reason whatsoever by any exhibitors. Any gopher tortoise(s) that may be brought onto the property by exhibitors for exhibition or demonstration purposes must first be tested for Upper Respiratory Tract Disease (URTD) before the event and RHHT must provide documented proof from a licensed Veterinarian or facility who is qualified to conduct URTD testing. The District shall seize and remove any diseased gopher tortoise from the property at its discretion.

16. The felling, pruning or trimming of any tree(s) located in and adjacent to the event footprint is prohibited by RHHT unless prior approval is obtained from a District representative. A District representative shall be notified by RHHT of any dead or dying tree(s) that may pose a public safety hazard. Removal of such dead or dying tree(s) must be approved by the District in advance and removal operations must be conducted by a licensed tree surgeon.
17. While in use by RHHT, access gates to the property shall be closed at all times by RHHT except as set forth hereinafter. Access gates may remain open one week prior and one week after the event to accommodate deliveries, etc.
18. District representatives shall be issued appropriate entry and parking passes during all phases of the event (a list of names or the expected number of representatives can be provided upon request). Under no circumstances shall a District representative be prohibited from entering onto any District property, especially the Event footprint, to inspect and verify compliance with these conditions or to perform any other reasonable and necessary land management activity required by the landowner.
19. Full compliance with all terms and conditions is a condition precedent to the use of the District Property for the Red Hills Horse Trials Event.

Estimated Economic Impact and Visitor Estimates for the

Red Hills Horse Trials Weekend

March 9 – 11, 2007

Tallahassee/Leon County, Florida

Prepared by:

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March 17, 2007

Introduction & Methodology

The Red Hills Horse Trials is considered one of the equestrian world's top events and held annually in Elinor Klapp-Phipps Park in Tallahassee, Florida. The purpose of this study was to estimate the total numbers of event visitors and assess the magnitude of their economic impact on the local economy during the Red Hills Horse Trials weekend of March 9 – 11, 2007. The project was conducted by Dr. Mark A. Bonn, Dedman Professor in Service Management, College of Business, Florida State University, Tallahassee, Florida.

This study provided an estimate of the numbers of visitors flowing in and out of the Leon County area because of the Red Hills Horse Trials event. No actual attendance figures were provided by festival organizers, nor were any traditional methods utilized to obtain total attendance numbers by them. Investigators learned that combinations of three-day passes and daily passes were sold. However, festival organizers were unable to provide any information on numbers of three-day passes or individual day passes sold. On-site observation at the event entrance reported that no system was in place to provide gate counts or turnstile counts.

Methodology for Estimating Overall Attendance

The purpose of this study was not to make total event spectator estimates, but rather to estimate numbers of visitors. However, in an effort to approximate attendance for our internal purposes only, several common systems used by this researcher for linear events were implemented during this event. First, during the process of data collection, information was documented by all surveyors throughout the event pertaining to the numbers of incidents (percent of time), which were required to identify visitors from residents. This information is provided later and is helpful in determining overall event attendee numbers by day. Second, during the Friday and Sunday events, counts of attendees were fairly easy to obtain. This was possible because attendees observed the event during these days as spectators were situated in and around portable bleachers and fencing areas. This allowed for observers to easily provide head counts. During these two days, every surveyor took independent head counts at these locations during four different time periods. Scores were tabulated and overall averages were calculated for Friday and Sunday attendance.

During the Saturday event, surveyors were asked to provide actual total counts of spectators using three different methods. Surveyors were divided into groups and were sent to opposite ends of the cross-country course during early afternoon. Surveyors then took counts independently as they walked toward the approximate mid-point of the course from their opposite directions. At the point along the course where they met, each surveyor reported their independent counts. The second count method involved parking lot tallies of vehicles. These vehicle numbers were then compared with data obtained from actual interviews with individuals that documented average party size. Average party size was then multiplied by the numbers of vehicles counted in the parking lot areas to derive an attendee count on Saturday. The third method employed to estimate overall attendees involved counts at shuttle loading areas. All surveyors were stationed at this area where they counted attendees waiting in long lines for shuttle rides back to their vehicles in the parking areas off property. Shuttle vehicles held approximately 30 event attendees each

during peak times. These shuttles arrived in intervals of 15-20 minutes, or about three to four shuttle vehicles per hour for several hours.

Methodology for Estimating Visitor Attendance

An on-site survey was conducted using a random sample of event attendees. Trained, professional surveyors were strategically positioned throughout the park during the final three days of the event (Friday through Sunday). Attendees were contacted at random sites (e.g., dressage, avenues, cross-country lines, bleachers, stables) using random numbering to identify respondents throughout the three days. Appendix I identifies the sites and times used for each day to gather visitor information. Red Hills Horse Trials event visitors were defined as those individuals who were non-Leon County (Tallahassee) residents. Local residents were identified from zip code information obtained from the on-site survey and ultimately were excluded from the analysis. This was critical because an underlying economic postulate related to economic impact is that residents only redistribute existing money among the economic activities in the county rather than injecting new money into the local economy which is demonstrated by non-residents visiting an area. During the three-day event, a total of 392 usable surveys were obtained for the analysis. This total number of completed surveys allowed for statistical findings to be reported at the 95% level of confidence with +/- 0.05 error.

All data were edited, coded, and entered into a database. Analyses were conducted utilizing the Statistical Package for Social Sciences (SPSS) software. Data were reported using frequency and percentage cross tabulations. Averages (means) were calculated for the econometric modeling tasks.

The Red Hills Horse Trials Event Provides Increased Economic Activity to the Tallahassee/Leon County Area

The Red Hills Horse Trials event provided benefits to many local Leon County businesses and their employees in terms of revenue generated from the injection of visitor dollars into Leon County. Visitor dollars are brought into a region by visitor (non-county residents) spending. These dollars create what is known as the multiplier effect, whereby visitor dollars transgress throughout the entire local economy. This becomes possible, for instance, as initial visitor dollars are spent in Leon County places of business such as restaurants and hotels. Visitor dollars that are received by local employees working in our area businesses are subsequently spent by our paid workforce at many other places of businesses throughout the county (ie. grocery stores, gas stations, shopping malls, etc., etc.) This behavior starts a chain reaction of dollars that are virtually turning over, or multiplying, within our community. In the case of this event, we will use IMPLAN¹ to estimate the multiplier effect. Multipliers represent the value of the total economic activity with each visitor dollar spent. This study analyzed visitor spending as a direct result of the Red Hills Horse Trials weekend event and found that **Tallahassee/Leon County received over \$194,128 through direct spending from 1,032 visitors attending this event.** When the multiplier effect is added, the total economic impact of the Red Hills Horse Trials visitors is calculated to be over **\$283,810** in visitor expenditures. The total output multiplier for visitor expenditures derived from IMPLAN and used in this study was 1.46². That is, every dollar spent by visitors to the Red Hills Horse Trials event turned over 1.46 times in the Tallahassee/Leon County region.

Estimation of Total Numbers of Visitors

Immediately following the conclusion of the event, hotel/motel properties in Tallahassee/Leon County located at exit points off of I-10 and Highway 27 and I-10 and Thomasville Road as identified through were surveyed by telephone and through personal interviews with property managers in an effort to obtain data specific to the numbers of hotel/motel room nights generated by the event. These properties were selected because of their close proximity to the event. Also, the designated host property was located within this geographic area. As an additional quality check, lodging property front desk employees in the downtown area were also personally interviewed to determine whether or not room nights were generated by event visitors. Based upon conversations with lodging managers and front desk employees, only two (2) properties were identified as being able to identify room nights generated by this event. The Hampton Inn & Suites (the host hotel) and Hilton Garden Inn (both located off of I-10) were able to identify and provide specific information to us regarding exact numbers of rooms rented by event visitors. According to the responding properties, Friday, March 9 and Saturday, March 10th generated a total of 54 rooms that were rented to visitors attending the Red

¹ IMPLAN is a widely accepted software program to estimate the output, labor income and employment multiplier effects. Many federal and state agencies have adopted the IMPLAN model for their economic analysis. These agencies include but are not limited to: Bureau of Economic Analysis, United States Department of Agriculture (USDA) Forest Service, Florida Labor Market Statistics, Florida Office of Tourism, Florida Department of Environmental Protection, etc. For a complete list of IMPLAN clients, please go to: <http://www.implan.com/references.html>.

² The event was considered a 100% local event. No spending leakage occurred. The multiplier of 1.46 was derived by IMPLAN.

Hills Horse Trials event. This means that a total of 192 event visitors stayed in local hotels/motels during these two weekend dates, accounting for 8.1% of all available room nights by the previously identified lodging properties.

Based upon this lodging data and additional visitor data collected throughout the county during the weekend event, it was estimated that the Red Hills Horse Trials attracted 1,032 visitors. Survey respondents were categorized into four groups according to their type of accommodations used during the event’s time frame (see Appendix 3 for details). The subsequent visitor estimates were generated for each accommodation segment as seen in Table 1.

Table 1: Estimation of Total Number of Visitors by Accommodation Type

Accommodation Choice	Number of Visitors	Percentage
Day Visitors	619	58.6%
Hotels/Motels	192	18.6
Friends/Family	161	15.6
RV Park/Campgrounds	60	7.2
Grand Total	1,032	100%

More than half of all Red Hills Horse Trials event visitors responding to the survey were day visitors (58.6%) that traveled by auto to attend the event. Many of these visitors primarily originated from communities within counties adjacent to Leon County. Event visitors also stayed at hotels/motels (18.6%), with friends and families (15.6%), or at RV parks or campgrounds (7.2%). Due to different levels of admission charged to event participants, five different categories of visitors were identified (see Table 2). Detailed visitor demographic profiles for each accommodation type and activity type are presented in Appendix 4.

Table 2: Estimation of Total Number of Visitors by Activity Type

Main Activity	Number of Visitors	Percentage
Spectators	782	75.8%
Competitors	74	7.1
Vendors	68	6.6
Sponsors	66	6.4
Volunteers	42	4.1
Grand Total	1,032	100%

Estimation of Total Visitor Expenditures

In total, visitor-related spending during the weekend of March 9 – 11, 2007 injected more than **\$194,128** into the Tallahassee/Leon County as a result of the Red Hills Horse Trials (see Tables 3 and 4). According to type of lodging used, visitors staying at hotels/motels and at RV park/campgrounds were found to be the two primary groups contributing the most to the Tallahassee/Leon County economy (see Table 3). Day visitors contributed the least in the local economy, even though they accounted for more than 50% of all total visitors. Spectators, competitors and sponsors contributed significantly more than vendors and volunteers in the activity type group as seen in Table 4. Event sponsors were identified as having the greatest spending per party per day, followed by competitors and vendors. These three types of visitors paid more in admission fees and registration fees in order to participate in the Red Horse Trials event.

Table 3: Estimation of Total Visitor Expenditures by Accommodation Type *

Sector	Visitors	Length of Stay (Days)	\$EPPD ¹	PS ²	EXPG (thou) ³	% Spending
Day Visitors	606	1.00	\$143.69	3.55	\$25	12.6%
Hotel/Motel	192	3.08	464.81	3.42	80	41.4%
Friends/Family	161	3.75	176.40	2.64	40	20.7%
RV Park/Campground	74	3.77	480.68	3.55	<u>49</u>	25.2%
Total					\$194⁴	

Table 4: Estimation of Total Visitor Expenditures by Attendee Type *

Sector	Visitors	Length of Stay (Days)	\$EPPD ¹	PS ²	EXPG (thou) ³	% Spending
Spectators	782	1.12	\$165.61	2.25	\$64	33.2%
Competitors	74	3.46	635.06	3.04	53	27.4%
Sponsors	66	2.07	1,049.32	2.76	52	26.7%
Vendors	68	1.82	486.08	3.05	20	10.2%
Volunteers	42	1.63	180.93	2.69	5	2.4%
Total					\$194⁴	

Notes: ¹ \$EPPD: Expenditures Per Party Per Day;

² PS: Party Size;

³ EXPG: Expenditures generated;

⁴ Final numbers may not add up exactly to totals due to rounding.

* Formula used to estimate the total Expenditure: Visitors * Length of Stay * \$EPPD / SP = EXPG

Estimation of Spending Patterns by Visitors

The Red Hills Horse Trials event provided local economic benefits to area businesses due to visitor spending. Table 5 provides a detailed analysis of how visitor spending impacted the Leon county local economy according to business categories. Results document that visitor spending for event admission/registration benefited the event itself and provided revenue in order to support the event. Additional visitor spending was documented primarily for activities associated with restaurants and shopping. These three spending categories (admission/registration, restaurant, and shopping) represented close to 90% of all spending by event visitors.

Table 5: Red Hills Horse Trials Estimated Visitor Spending by Category

Category	Dollar Spent (thou)	Percentage
Admission/Registration Fee	\$81	72.6%
Restaurants	\$35	8.4
Shopping	\$29	6.9
Groceries	\$24	5.8
Lodging	\$19	4.6
Ground Transportation	\$6	1.4
Evening Entertainment	\$1	0.3
Total	\$194*	

* Rounding errors may occur.

Economic Impact and Multiplier Effects

The total economic impact of visitor expenditures according to business sectors is listed in Table 6. Total output generated in the Red Hills Horse Trials event was \$283,810. The total IMPLAN output multiplier used for visitor expenditures was 1.46 for this event. That is, every dollar spent by visitors to the Red Hills Horse Trials event turns over 1.46 times in the Tallahassee/Leon County region. Using the IMPLAN model, we concluded that during the weekend event, about 7 jobs were positively affected through visitor spending. Visitor spending also accounted for \$120,000 in wages paid to those many employees in various industries servicing the 1,032 visitors during the weekend event (see Table 6 for details).

Table 6: Estimated Wages and Employment Supported by the Red Hills Horse Trials Event*

Spending Category	Output (thousand)	Labor Income (thousand)	Employment (Full- & Part- time)
Admission Fee	\$155	\$80	4.3
Restaurants	59	17	1.0
Lodging	33	10	0.5
Shopping	20	8	0.4
Groceries	12	5	0.3
Evening Entertainment	3	0	0
Ground Transportation	<u>2</u>	<u>0</u>	<u>0</u>
Total	\$284	\$120	6.5

* Final numbers may not add up exactly to totals due to rounding.

References

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- Kearney, A.T. (1990). Impacts of Oil and Gas Development on the Recreation and Tourism of the Florida Coast.

Appendix I: 2007 Red Hills Horse Trails Event Survey Sites

	Time	Surveyor #1	Surveyor #2	Surveyor #3	Surveyor #4	Visitors	Locals	% of Visitors
3/9/2007	9:00 -9:30	Dressage	Dressage	Dressage				
	9:30 - 11:00	Avenues (Shopping)	Avenues	Avenues				
	11:30 - 1:00	Food Vendors	Food Vendors	Exhibitors				
	1:00 - 2:30	Exhibitors/play area	children/play area	Exhibitors & Vendors	n/a	81	316	20.4
3/10/2007	12:00 - 1:00	Avenues & Food Vendors	Avenues & Food Vendors	Vendors	Avenues & Food Vendors			
	1:00 - 2:00	XC Lines/Shuttle	XC Lines/Shuttle	Cross Country	Avenues & Food Vendors			
	2:00 - 2:30	XC Lines/Shuttle	XC Lines/Shuttle	Cross Country	Cross Country			
	2:30 - 3:30	XC Lines/Shuttle	XC Lines/Shuttle	XC Lines/Shuttle	Cross Country			
	3:30 - 4:00	XC Lines/Shuttle	XC Lines/Shuttle	XC Lines/Shuttle	XC Lines/Shuttle	184	466	28.3
3/11/2007	8:30 - 9:00	n/a	n/a	n/a	Competitors tent			
	9:00 - 10:00	Stables & Competitors	Stables & Competitors	Stables	Competitors tent			
	10:00 - 10:30	Sponsors, vendors & bleachers	Sponsors, vendors & bleachers	Stables	Sponsors, vendors & bleachers			
	10:30 - 11:00	Sponsors, vendors & bleachers	Sponsors, vendors & bleachers	Sponsors	Sponsors, vendors & bleachers			
	11:00 - 11:30	Sponsors, vendors & bleachers	Sponsors, vendors & bleachers	Bleachers	Sponsors, vendors & bleachers			
	11:30 - 12:30	Sponsors, vendors & bleachers	Sponsors, vendors & bleachers	Exhibitors	Sponsors, vendors & bleachers			
	12:30 - 1:00	n/a	n/a	Exhibitors	Entrance			
	1:00 - 2:00	n/a	n/a	Vendors/Entrance	Entrance	<u>127</u>	<u>420</u>	<u>23.2</u>
Total					392	1202	24.6%	

**Appendix 2: 2007Red Hills Horse Trials
Room-Night Generation Analysis**

Property	Overall # of Available Rooms	Occupancy Rate	# of Rooms Rented for Red Hills
Hampton Inn & Suites (Host Hotel)	122	80%	16
Hilton Garden Inn	100	97%	38
Cabot Lodge Monroe	160	70%	0
Courtyard North	93	N/A	0
Residence Inn	78	N/A	0
Studio Plus	N/A	N/A	0
Towneplace Suites	110	N/A	0
Subtotal	663	N/A	54
RHHT Rooms/Total Sample Rooms	8.1%		

Appendix 3

Model for Estimation of Total Number of Visitors

ESTIMATION OF HOTEL/MOTEL VISITORS TO AREA (HMV)

$$(1) \text{ HMV(overall)} = \text{HMV(event purposes)} + \text{HMV(other purposes)}$$

$$\text{HMV(event purpose)} = N * p * \text{SP} / \text{LS} = 54 * 3 * 3.42 / 3.08$$

$$= 179 \text{ Hotel/Motel Visitors for event purposes}$$

where,

HMV (overall) = overall number of visitors using hotels/motels

HMV(event purpose) = estimated number of visitors using hotels/motels and their main purpose of this trip is for this event;

HMV (other purpose) = estimated number of visitors using hotels/motels and their main purposes of this trip are for business or visiting friends/families;

N= number of rooms rented for the event = 54 room

p= event duration = 3

SP= size of party for those using H/M = 3.42;

LS= length of stay per party/visit for those using H/M = 3.08

$$\text{HMV(other purpose)} = 6.5\% * \text{HMV(overall)}$$

$$\text{HMV(event purpose)} = 93.5\% * \text{HMV(overall)} = 179$$

$$\Rightarrow \text{HMV(other purpose)} = 13$$

$$\Rightarrow \text{HMV(overall)} = 179 + 13 = 192$$

ESTIMATION OF TOTAL VISITORS TO AREA (TV)

$$(2) \text{ HMV(overall)} = g * \text{TV}$$

where,

g = percent of total visitors to area using H/M

TV= total visitors to the area

Expressing (2) to solve for total visitors, we have

$$(3) \text{ TV} = \text{HMV} / g = 192 / .186$$

$$= 1,032 \text{ Total Event Visitors to Leon County}$$

SUMMARY

Day Visitors (58.7% of the total)	606
Visitors Using Hotels and Motels (18.6% of the total):	192
Visitors Staying with Friends/Family (15.6% of the total)	161
Visitors Staying at RV Parks or Campgrounds (7.1% of the total)	74
TOTAL VISITORS (TV)	1,032

Note: Numbers may not add up due to the rounding errors.

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Total Visitor Sample Size N=392

<u>Date</u>	<u>Expenditures</u>	<u>Avg. Nights</u>	<u>Average</u>	<u>Likely to Return</u>			<u>Attended</u>
	<u>Per Party</u>	<u>Spent</u>	<u>Party Size</u>	<u>Yes</u>	<u>6Months</u>	<u>12months</u>	<u>Last Year</u>
03/09 – 03/11	\$236.40	1.40	2.78	88.0%	40.1%	49.8%	47.4%

<u>Top Visitor Origins</u>	<u>Total</u>
Monticello	15.9%
Crawfordville	10.3
Thomasville, GA	5.9
GA – All Others	4.6
Jacksonville	4.4
Gainesville	3.3
Panama City	2.8
Valdosta, GA	2.8

<u>Activities Participated</u>	<u>Total</u>
Dining Out	49.7%
Shopping	39.8
Outdoor Recreation	6.1
Other Attractions	3.1
Arts/Cultural Site	1.0

<u>Accommodations</u>	<u>Total</u>
Day Visitors	58.6%
Hotel/Motel	18.6
Private Home	15.6
RV Park/Campgrounds	7.1

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	86.9%
Visit Friends/Family	10.0
Pleasure/Vacation	1.3
Business	1.3
Attend Conference	0.5

<u>Average Daily Expenditures</u>	<u>Total</u>
Admission Fees	\$98.43
Restaurant Meals	42.26
Shopping	34.96
Grocery	29.14
Lodging	23.17
Ground Transportation	7.02
Eve. Entertainment	1.44
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More shuttle	18.4%
More vendors	17.1
Less mulch, more grass	17.1
Less congestion	9.2
More bathrooms	7.9
and with diaper change stations	
More water fountains	6.6
More parking space	5.3
Better signage	5.3
More publicity	5.3
Shades for various area	3.9

<u>Visitor Type</u>	<u>Total</u>
Spectators	75.8%
Competitors	7.1
Vendors	6.6
Sponsors	6.4
Volunteers	4.1

<u>How did you hear about</u>	<u>Total</u>
Friends/Relatives	35.4%
Visited Before	21.2
Newspaper/Radio/Media	19.6
Horses in event	6.7
Word of Mouth	3.6
Internet	2.8

Rate the overall experience	4.7
Rate this event	4.8
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	17.8%	Female	62.4%	Caucasian	95.2%
College/Some	58.6	Male	37.6	Hispanic	1.5
Post Graduate	23.7			African-American	2.6

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Hotel/Motel Visitor Sample Size N= 73

<u>Date</u>	<u>Expenditures</u>	<u>Avg. Nights</u>	<u>Average</u>	<u>Likely to Return</u>			<u>Attended</u>
	<u>Per Party</u>	<u>Spent</u>	<u>Party Size</u>	<u>Yes</u>	<u>6Months</u>	<u>12months</u>	<u>Last Year</u>
03/09 – 03/11	\$464.81	3.08	3.42	69.3%	19.7%	52.9%	35.5%

<u>Top Visitor Origins</u>	<u>Total</u>
Canada	8.0%
Jacksonville	4.0
Thomasville, GA	2.7
Gainesville	2.7
Panama City	2.7
GA – All Others	1.3
Valdosta, GA	1.3

<u>Activities Participated</u>	<u>Total</u>
Dining Out	82.9%
Shopping	31.6
Other Attractions	5.3
Outdoor Recreation	2.6
Arts/Cultural Site	1.3

<u>Accommodations</u>	<u>Total</u>
Hotel/Motel	100.0

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	93.4%
Visit Friends/Family	3.9
Business	2.6

<u>Average Daily Expenditures</u>	<u>Total</u>
Admission Fees	\$210.80
Lodging	112.79
Restaurant Meals	62.22
Shopping	32.29
Grocery	26.58
Ground Transportation	17.83
Eve. Entertainment	2.30
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More vendors	30.0%
Less mulch, more grass	20.0
Maps and schedule available	10.0
More bathrooms and with diaper change stations	10.0
More bleachers	10.0
Better signage	10.0

<u>Visitor Type</u>	<u>Total</u>
Spectators	61.8%
Competitors	18.4
Vendors	10.5
Sponsors	7.9
Volunteers	1.3

<u>How did you hear about</u>	<u>Total</u>
Friends/Relatives	42.5%
Horses in event	15.1
Visited Before	12.3
Internet	6.8
Newspaper/Radio/Media	1.4
Word of Mouth	1.4

Rate the overall experience	4.9
Rate this event	4.8
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	8.0%	Female	55.4%	Caucasian	96.1%
College/Some	62.7	Male	44.6	Hispanic	1.3
Post Graduate	29.3			African-American	2.6

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Friends/Family Visitor Sample Size N=61

<u>Date</u>	<u>Expenditures Per Party</u>	<u>Avg. Nights Spent</u>	<u>Average Party Size</u>	<u>Likely to Return</u>			<u>Attended Last Year</u>
				<u>Yes</u>	<u>6Months</u>	<u>12months</u>	
03/09 – 03/11	\$176.40	3.75	2.64	93.3%	55.3%	61.2%	29.5%

<u>Top Visitor Origins</u>	<u>Total</u>
Atlanta	9.8%
Miami	6.6
Melbourne	6.6
Jacksonville	4.9
Gainesville	4.9
Tampa	3.3

<u>Activities Participated</u>	<u>Total</u>
Dining Out	75.4%
Shopping	67.2
Outdoor Recreation	9.8
Other Attractions	4.9
Arts/Cultural Site	0.0

<u>Accommodations</u>	<u>Total</u>
Private Home	100.0%

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	52.5%
Visit Friends/Family	44.3
Business	1.6
Attend Conference	0.5

<u>Average Daily Expenditures</u>	<u>Total</u>
Restaurant Meals	\$58.36
Shopping	51.61
Admission Fees	42.90
Grocery	13.70
Ground Transportation	7.07
Eve. Entertainment	2.76
Lodging	0.00
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More vendors	35.7%
More shuttle	21.4
Less congestion	7.1
More bathrooms	7.1
and with diaper change stations	
Better signage	7.1
Maps and schedule available	7.1
More trash cans	7.1
More water fountains	7.1
Shades for various area	3.9

<u>Visitor Type</u>	<u>Total</u>
Spectators	67.2%
Sponsors	14.8
Volunteers	9.8
Competitors	4.9
Vendors	3.3

<u>How did you hear about</u>	<u>Total</u>
Friends/Relatives	76.7%
Horse Organization	6.7
Visited Before	5.0
Newspaper/Radio/Media	5.0
Word of Mouth	1.7
Internet	1.7

Rate the overall experience	4.8
Rate this event	4.7
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	10.0%	Female	70.5%	Caucasian	85.1%
College/Some	61.7	Male	29.5	Hispanic	3.3
Post Graduate	28.3			African-American	1.6

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Day Visitor Sample Size =230

Date	Expenditures	Avg. Nights Spent	Average Party Size	Likely to Return			Attended Last Year
	Per Party			Yes	6Months	12months	
03/09 – 03/11	\$143.69	1.00	2.55	93.8%	46.3%	46.9%	55.2%

Top Visitor Origins	Total
Monticello	26.5%
Crawfordville	17.4
Thomasville, GA	9.1
GA – All Others	7.4
Valdosta, GA	4.3
Jacksonville	3.9
Ocala	3.5
Gainesville	3.0
Panama City	3.0

Activities Participated	Total
Shopping	36.2%
Dining Out	30.6
Outdoor Recreation	4.7
Other Attractions	1.7
Arts/Cultural Site	1.3

Accommodations	Total
Day Visitors	100.0%

Main Trip Purpose	Total
Attend Red Hills	94.3%
Visit Friends/Family	2.6
Pleasure/Vacation	2.2
Business	0.9
Attend Conference	0.0

Average Daily Expenditures	Total
Admission Fees	\$53.87
Grocery	33.22
Shopping	28.30
Restaurant Meals	23.22
Ground Transportation	4.14
Eve. Entertainment	0.95
Lodging	0.00
All Others	0.00

Improvement	Total
Less mulch, more grass	22.9%
More shuttle	18.7
More vendors	10.4
Less congestion	10.4
More publicity	8.3
More parking space	8.3
Shades for various area	6.3
More bathrooms	6.3
and with diaper change stations	
More water fountains	4.2
Better signage	4.2

Visitor Type	Total
Spectators	85.3%
Vendors	6.5
Sponsors	4.3
Volunteers	3.4
Competitors	0.4

How did you hear about	Total
Friends/Relatives	24.7%
Newspaper/Radio/Media	29.9
Visited Before	29.0
Word of Mouth	5.2
Horses in event	2.2
Internet	1.7

Rate the overall experience	4.8
Rate this event	4.6
(1-5, with 5 being excellent)	

Education	Total	Gender	Total	Ethnicity	Total
Technical School/Less	23.4%	Female	62.7%	Caucasian	94.8%
College/Some	56.7	Male	37.3	Hispanic	2.6
Post Graduate	19.9			African-American	1.3

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

RV Park/Campgrounds Visitor Sample Size N=28

Date	Expenditures	Avg. Nights	Average	Likely to Return			Attended
	Per Party	Spent	Party Size	Yes	6Months	12months	Last Year
03/09 – 03/11	\$480.68	3.77	2.73	78.3%	19.0%	38.1%	56.5%

<u>Top Visitor Origins</u>	<u>Total</u>
Jacksonville	8.7%
Atlanta	4.3
Panama City	4.3
Gainesville	4.3
Canada	4.3
Ocala	4.3
Savannah, GA	

<u>Activities Participated</u>	<u>Total</u>
Dining Out	65.2%
Shopping	30.4
Outdoor Recreation	21.7
Other Attractions	4.3
Arts/Cultural Site	1.0

<u>Accommodations</u>	<u>Total</u>
RV Park/Campgrounds	100.0%

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	82.6%
Visit Friends/Family	13.0
Attend Conference	4.3

<u>Average Daily Expenditures</u>	<u>Total</u>
Admission Fees	\$320.00
Restaurant Meals	58.18
Shopping	45.45
Grocery	37.50
Lodging	19.09
Ground Transportation	0.46
Eve. Entertainment	0.00
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More shuttle	25.0%
Less congestion	25.0
More bathrooms and with diaper change stations	25.0
More water fountains	25.0

<u>Visitor Type</u>	<u>Total</u>
Spectators	47.8%
Competitors	43.5
Vendors	4.3
Volunteers	4.3

<u>How did you hear about</u>	<u>Total</u>
Horses in event	39.1%
Horse organization	17.4
Friends/Relatives	13.0
Visited Before	13.0
Newspaper/Radio/Media	13.0

Rate the overall experience	5.0
Rate this event	4.7
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	13.0%	Female	62.4%	Caucasian	95.7%
College/Some	56.5	Male	37.6	African-American	4.3
Post Graduate	30.4			Hispanic	0.0

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Spectator Visitor Sample Size N=297

Date	Expenditures	Avg. Nights Spent	Average Party Size	Likely to Return			Attended Last Year
	Per Party			Yes	6Months	12months	
03/09 – 03/11	\$165.61	1.12	2.25	89.7%	40.7%	48.9%	44.4%

Top Visitor Origins	Total
Monticello	18.7%
Crawfordville	11.2
Thomasville, GA	5.8
GA – All Others	5.1
Jacksonville	4.1
Gainesville	4.1
Valdosta, GA	3.1
Panama City	2.7

Activities Participated	Total
Dining Out	47.5%
Shopping	39.7
Outdoor Recreation	5.7
Other Attractions	3.7
Arts/Cultural Site	1.3

Accommodations	Total
Day Visitors	66.7%
Hotel/Motel	15.8
Private Home	13.8
RV Park/Campgrounds	3.7

Main Trip Purpose	Total
Attend Red Hills	83.7%
Visit Friends/Family	12.2
Pleasure/Vacation	1.7
Business	1.7
Attend Conference	0.7

Average Daily Expenditures	Total
Admission Fees	\$34.45
Restaurant Meals	49.83
Shopping	27.00
Ground Transportation	26.04
Lodging	18.61
Grocery	8.45
Eve. Entertainment	1.22
All Others	0.00

Improvement	Total
Less mulch, more grass	20.3%
More shuttle	18.7
More vendors	17.1
More bathrooms and with diaper change stations	10.2
Less congestion	8.5
Better signage	6.8
More publicity	6.8
More parking space	5.1
More water fountains	3.4
Shades for various area	3.4

Visitor Type	Total
Spectators	75.8%
Competitors	7.1
Vendors	6.6
Sponsors	6.4
Volunteers	4.1

How did you hear about	Total
Friends/Relatives	40.0%
Visited Before	23.4
Newspaper/Radio/Media	21.4
Word of Mouth	4.1
Internet	3.1

Rate the overall experience	4.9
Rate this event	4.7
(1-5, with 5 being excellent)	

Education	Total	Gender	Total	Ethnicity	Total
Technical School/Less	17.9%	Female	62.8%	Caucasian	93.9%
College/Some	58.8	Male	37.2	African-American	3.0
Post Graduate	23.3			Hispanic	2.0

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Competitor Visitor Sample Size N=28

Date	Expenditures	Avg. Nights Spent	Average Party Size	Likely to Return			Attended Last Year
	Per Party			Yes	6Months	12months	
03/09 – 03/11	\$635.06	3.46	3.04	64.3%	22.2%	39.3%	53.6%

<u>Top Visitor Origins</u>	<u>Total</u>
Canada	17.9%
Jacksonville	7.1
GA – All Others	3.6
Atlanta	3.6
Melbourne	3.6
Ocala	3.6

<u>Activities Participated</u>	<u>Total</u>
Dining Out	75.0%
Shopping	28.6
Outdoor Recreation	10.7
Other Attractions	0.0
Arts/Cultural Site	0.0

<u>Accommodations</u>	<u>Total</u>
Hotel/Motel	50.0%
RV Park/Campgrounds	35.7
Private Home	10.7
Day Visitors	3.6

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	96.4%
Visit Friends/Family	3.6

<u>Average Daily Expenditures</u>	<u>Total</u>
Admission Fees	\$411.60
Lodging	70.25
Restaurant Meals	66.96
Shopping	46.43
Grocery	21.61
Ground Transportation	17.86
Eve. Entertainment	0.36
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More vendors	33.3%
Less congestion	33.3
More water fountains	33.3

<u>Visitor Type</u>	<u>Total</u>
Spectators	75.8%
Competitors	7.1
Vendors	6.6
Sponsors	6.4
Volunteers	4.1

<u>How did you hear about</u>	<u>Total</u>
Horses in event	64.3%
Horse organization	10.7
Friends/Relatives	17.9
Visited Before	3.6
Word of Mouth	3.6
Internet	3.6

Rate the overall experience	4.9
Rate this event	4.7
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	11.1%	Female	60.7%	Caucasian	100.0%
College/Some	63.0	Male	39.3	Hispanic	0.0
Post Graduate	25.9			African-American	0.0

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Vendor Visitor Sample Size N=26

Date	Expenditures	Avg. Nights Spent	Average Party Size	Likely to Return		Attended Last Year
	Per Party			Yes	6Months	
03/09 – 03/11	\$486.08	1.82	3.05	55.6%	61.1%	50.0%

<u>Top Visitor Origins</u>	<u>Total</u>
Crawfordville	19.2%
Monticello	11.5
Thomasville, GA	11.5
GA – All Others	7.7
Panama City	7.7
Jacksonville	3.8
Gainesville	3.8

<u>Activities Participated</u>	<u>Total</u>
Dining Out	50.0%
Shopping	46.2
Outdoor Recreation	15.4
Other Attractions	3.8
Arts/Cultural Site	0.0

<u>Accommodations</u>	<u>Total</u>
Day Visitors	57.7%
Hotel/Motel	30.8
Private Home	7.7
RV Park/Campgrounds	3.8

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	100.0%

<u>Average Daily Expenditures</u>	<u>Total</u>
Grocery	\$280.58
Admission Fees	80.57
Shopping	47.08
Restaurant Meals	36.15
Lodging	27.00
Ground Transportation	11.73
Eve. Entertainment	2.96
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More water fountains	40.0%
Less vendors	20.0
More parking space	20.0
Shades for various area	20.0

<u>Visitor Type</u>	<u>Total</u>
Spectators	75.8%
Competitors	7.1
Vendors	6.6
Sponsors	6.4
Volunteers	4.1

<u>How did you hear about</u>	<u>Total</u>
Horse organization	50.0%
Friends/Relatives	12.5
Newspaper/Radio/Media	12.5
Word of Mouth	8.3
Horses in event	4.2
Internet	4.2

Rate the overall experience	4.6
Rate this event	4.5
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	28.0%	Female	53.8%	Caucasian	96.2%
College/Some	64.0	Male	46.2	African-American	3.8
Post Graduate	8.0			Hispanic	0.0

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Sponsor Visitor Sample Size N=25

<u>Date</u>	<u>Expenditures Per Party</u>	<u>Avg. Nights Spent</u>	<u>Average Party Size</u>	<u>Likely to Return</u>			<u>Attended Last Year</u>
				<u>Yes</u>	<u>6Months</u>	<u>12months</u>	
03/09 – 03/11	\$1,049.32	2.07	2.76	82.6%	35.0%	59.1%	72.0%

<u>Top Visitor Origins</u>	<u>Total</u>
Thomasville, GA	12.0%
Monticello	8.0
Crawfordville	8.0
Jacksonville	8.0
Apalachicola	8.0
Panama City	4.0
Canada	4.0
Valdosta, GA	2.8

<u>Activities Participated</u>	<u>Total</u>
Dining Out	52.0%
Shopping	44.0
Outdoor Recreation	0.0
Other Attractions	0.0
Arts/Cultural Site	0.0

<u>Accommodations</u>	<u>Total</u>
Day Visitors	40.0%
Hotel/Motel	24.0
Private Home	36.0

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	100.0%

<u>Average Daily Expenditures</u>	<u>Total</u>
Admission Fees	\$867.00
Restaurant Meals	56.08
Shopping	57.76
Grocery	19.20
Lodging	41.12
Ground Transportation	4.16
Eve. Entertainment	4.00
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More vendors	60.0%
Less mulch, more grass	20.0
Maps and schedule available	20.0

<u>Visitor Type</u>	<u>Total</u>
Spectators	75.8%
Competitors	7.1
Vendors	6.6
Sponsors	6.4
Volunteers	4.1

<u>How did you hear about</u>	<u>Total</u>
Visited Before	29.2%
Friends/Relatives	20.8
Horse organization	16.7
Newspaper/Radio/Media	8.4
Horses in event	4.2

Rate the overall experience	4.9
Rate this event	4.7
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	12.0%	Female	69.6%	Caucasian	100.0%
College/Some	52.0	Male	30.4	Hispanic	0.0
Post Graduate	36.0			African-American	0.0

Appendix 4: 2007 Red Hills Horse Trials Event Visitor Profile

Volunteers Visitor Sample Size N=16

<u>Date</u>	<u>Expenditures</u>	<u>Avg. Nights</u>	<u>Average</u>	<u>Likely to Return</u>			<u>Attended</u>
	<u>Per Party</u>	<u>Spent</u>	<u>Party Size</u>	<u>Yes</u>	<u>6Months</u>	<u>12months</u>	<u>Last Year</u>
03/09 – 03/11	\$180.93	1.63	2.69	100.0%	53.8%	42.9%	50.0%

<u>Top Visitor Origins</u>	<u>Total</u>
Monticello	12.5%
Apalachicola	6.3
Canada	6.3
Havana	6.3
Sopchoppy	6.3
Valdosta, GA	6.3
Panama City	2.8

<u>Activities Participated</u>	<u>Total</u>
Dining Out	43.8%
Shopping	43.8
Outdoor Recreation	6.1
Other Attractions	0.0
Arts/Cultural Site	0.0

<u>Accommodations</u>	<u>Total</u>
Day Visitors	50.0%
Private Home	37.5
Hotel/Motel	6.3
RV Park/Campgrounds	6.3

<u>Main Trip Purpose</u>	<u>Total</u>
Attend Red Hills	87.5%
Visit Friends/Family	12.5

<u>Average Daily Expenditures</u>	<u>Total</u>
Shopping	\$115.00
Restaurant Meals	29.71
Grocery	23.57
Ground Transportation	11.93
Eve. Entertainment	0.71
Admission Fees	0.00
Lodging	0.00
All Others	0.00

<u>Improvement</u>	<u>Total</u>
More shuttles	50.0%
More vendors	25.0
Less congestion	25.0

<u>Visitor Type</u>	<u>Total</u>
Spectators	75.8%
Competitors	7.1
Vendors	6.6
Sponsors	6.4
Volunteers	4.1

<u>How did you hear about</u>	<u>Total</u>
Friends/Relatives	37.5%
Horse organization	25.0
Visited Before	25.0
Newspaper/Radio/Media	6.3
Horses in event	6.3

Rate the overall experience	4.5
Rate this event	4.5
(1-5, with 5 being excellent)	

<u>Education</u>	<u>Total</u>	<u>Gender</u>	<u>Total</u>	<u>Ethnicity</u>	<u>Total</u>
Technical School/Less	18.8%	Female	62.5%	Caucasian	100.0%
College/Some	50.0	Male	37.5	Hispanic	0.0
Post Graduate	31.3			African-American	0.0



Visit Tallahassee

Economic Impact Study for

Red Hills International Horse Trials

March 5-8, 2015

Joseph St. Germain, Ph.D.

Phillip Downs, Ph.D.

Rachael Powell

Kerr & Downs Research

Out-of-County Visitors

4,760

Including spectators, riders, riders' entourages, officials, sponsors, vendors, exhibitors, etc., there were 4,760 individuals from outside Leon County who attended the Red Hills International Horse Trials.

*All figures in this report are based on attendance figures provided by Red Hills International Horse Trials.

Direct Spending

\$2,047,800*

People who **live outside** of Leon County spent \$2,047,800 during the Red Hills International Horse Trials.

*For accommodations, restaurants, groceries, transportation, attractions, entertainment, shopping, and "other" expenses including entry, exhibit, and sponsorship fees.

All figures in this report are based on attendance figures provided by Red Hills International Horse Trials.

Total Economic Impact

\$3,296,900*

When including indirect and induced effects of direct spending, the total economic impact of people attending Red Hills International Horse Trials who **live outside** of Leon County was \$3,296,900.

*For accommodations, restaurants, groceries, transportation, attractions, entertainment, shopping, and "other" expenses including entry, exhibit, and sponsorship fees.

All figures in this report are based on attendance figures provided by Red Hills International Horse Trials.

Paid Room Nights Generated

4,035

People who **live outside** of Leon County spent 4,035 nights in our hotels, motels, etc., while attending Red Hills International Horse Trials.

All figures in this report are based on attendance figures provided by Red Hills International Horse Trials.

Direct Spending

Direct spending by category by all **out-of-county** attendees, including spectators, riders, riders' entourages, officials, sponsors, vendors, exhibitors, etc., who attended the Red Hills International Horse Trials.

Accommodations	\$	414,800
Restaurants	\$	453,400
Groceries	\$	75,900
Shopping	\$	548,600
Entertainment	\$	178,800
Transportation	\$	123,700
Other ¹	\$	252,600
Total		\$2,047,800

¹Includes "other" expenditures by attendees, plus sponsor, exhibit, and entry fees.

All Attendees: Local + Out-of-County

12,064

Including all spectators, sponsors, riders, riders' entourages, officials, vendors, exhibitors from outside of Leon County, plus all local attendees, total attendance for The Red Hills International Horse Trials was 12,064.

All figures in this report are based on attendance figures provided by Red Hills International Horse Trials.

Direct Spending: Local + Out-of-County

Direct spending by category for **local and out-of-county attendees**, including spectators, riders, riders' entourages, officials, sponsors, vendors, exhibitors, etc., who attended the Red Hills International Horse Trials.

Accommodations	\$	414,800
Restaurants	\$	709,500
Groceries	\$	75,900
Shopping	\$	766,700
Entertainment	\$	433,400
Transportation	\$	220,200
Other ¹	\$	356,400
Total		\$2,976,900

¹Includes "other" expenditures by attendees, plus sponsor, exhibit, and entry fees.

Methodology

- The economic impact of Red Hills International Horse Trials was based on data from the following sources:
 - Interviews conducted by Kerr & Downs Research with 231 attendees, riders, members of riders' entourages, sponsors, exhibitors, and vendors of the Red Hills International Horse Trials,
 - Estimates provided by Red Hills International Horse Trials,
 - Visit Tallahassee Visitor Tracking Studies, and
 - Tourism database at Kerr & Downs Research.

Red Hills International Horse Trials Economic Impact Study

Attachment #10
Page 10 of 10

Lee Daniel, CDME – Director, Visit Tallahassee
850-606-2300, DanielLee@leoncountyfl.gov

Phillip Downs, Ph.D., Senior Partner, pd@kerr-downs.com
Joseph St. Germain, Ph.D., Vice President, joseph@kerr-downs.com
Rachael Powell, Project Director, rachael@kerr-downs.com
Kerr & Downs Research
1-800-564-3182: www.kerr-downs.com

Red Hills Analytics

Type	Views
Ad Impressions	
Red Hills FB Ads	27,792
EN Ad w/ embedded video	7,056
COTH post w/ embeded video	14,200
EQTV FB Ad	9,868
Total Ad views:	58,716
Youtube Program Upload	442
Livestream Streaming Views	8536
Total contained video views:	8,978
Total content views:	67,694

Live Stream of the 2015 Red Hills CIC 3* Highlights & Show Jumping
Sunday, March 8 at 11:00am
Tallahassee, Florida
148 people went

20,792 people reached

Like · Comment · Share

Zunee Van Der Linde, HOWDYS RENT A TOILET, Sonya Bartolomeo Williams and 346 others like this.

- Wicki O'Neill** I'm watching it live!
Like · Reply · March 8 at 8:42pm
- Patlie Peoples Jonnie** Any news about Nancy and Leo's horses in S.C.??
Like · Reply · March 8 at 8:40pm
- Lynn Todd Fulgham** Crystal Davis we plan to take Sadey and Skyler tomorrow. To bad you are sick.
Like · Reply · March 8 at 8:42pm
- Heide Clifton** It was so cold out there today. Should be better tomorrow. Great event.
Like · Reply · March 8 at 10:17pm
- Lynette Miskey Haller** Friday we huddled under a blanket. Today we will again but today Saturday we will be turning around & around looking at horses jumping across jumps cross country. I think we can situate ourselves to see 4 maybe 6 jumps. Wish you could be here.
Like · Reply · March 7 at 7:32am
- Linda Gordon** Jennifer Gordon Wright, we should try to go next year! I'm sure Lauren Wright would enjoy it, and it's closer than Lexington!
Like · Reply · March 7 at 1:05pm
- Crystal Perugina** Very cool!
Like · Reply · March 7 at 4:54pm

Write a comment...

2015 Red Hills CIC 3* Highlights & Show Jumping - Live Stream

Beginning Sunday, March 8, at approximately 11:00 am, highlights from the previous two days of competition will be broadcast online. Coverage will include top riders competing in dressage and cross country. Following pre-recorded highlights, a live broadcast will feature the top 15 placed CIC™ competitors in the show jumping arena with their best results and awards ceremony.

Photos below will expand out to the feed at designated time.

Red Hills International Horse Trials
Event ended Mar. 8 2015 12:30 PM EDT

WATCH AGAIN

Red Hills International Horse Trials logo

Red Hills Horse Trials
Five-Year Infrastructure Improvement Plan/Timeline
August 31, 2015

Activity	Explanation	Performed By	Expenditure	In-Kind
2013-14: Relocation of the Cross Country Course				
Relocation of Cross Country Courses	For many years cross country was located on private property adjacent to Elinor Klapp-Phipps Park under a long term lease that expired in 2013. In preparation for the 2014 event, organizers negotiated a multi-agency agreement that allowed the use of the park for all phases of competition. Contract preparation	City of Tallahassee Leon County, NFWFMD RHHT RHHT/Ausley McMullen	\$1,000	\$0.00
New Course Design	A completely new design was required when relocating the course to the park.	Course Designer	\$15,000	\$0.00
New Course Construction	Construction to create water jumps, galloping lanes, etc.	RHHT/Course Builders City of Tallahassee	\$22,000 Excavation of water jumps	\$0.00
New Course Footing	The new courses required significant ground repair and preparation of footing in the aftermath of the timbering operation in the park to minimize erosion of fresh earth and create a safer, more stable, surface for running horses. Three to five additional growing seasons will be required to create optimal footing.	RHHT	\$45,000	\$0.00
New Course Build	Course builders re-purposed jumps from the old site when possible. Still, significant additional work was required to complete the new permanent jumps on the course. New portable jumps were constructed with moveable features where reasonable.	Course Builders	\$31,000	\$0.00
Revise Site Layout	Moving the course required all aspects of the event site to be reviewed and issues to be addressed. This included significant revisions to transportation and parking, location of tents, revised safety plans, crossing areas, and more.	RHHT	\$12,000	\$0.00
Subtotals:			\$125,000	\$0

Total Expenditures for 2013-14:

\$125,000

Activity	Explanation	Performed By	Expenditure	In-Kind
2014-15: Improve Footing, Engineering Study, Repair Pads and Electrical				
Improve Course Footing Yr. 1	This activity includes seeding native grasses or using sod to encourage growth of a more cushioned course. Two to four more growing seasons may be required to adequately address footing.	City of Tallahassee RHHT	\$2,500	\$0.00
Grade Stable Pads	Over time, the dirt pads under the stables are eroded by regular use and weather. Prior to installing stables for the 2015 event, deficient pads were re-graded to accommodate a larger foundation for the tents and to achieve an appropriate grade for water run-off. The new pads should not require further attention for 8-10 years.	Dixie Paving & Construction, Inc. Leon County	\$30,000	\$0.00
Engineering Study	During the 2014 event, 4 inches of rain turned the show jumping arena, sponsor tent and accompanying parking lot, into a serious lake requiring significant effort by the City of Tallahassee to rectify at a cost of \$38,000. Event organizers engaged an environmental engineering firm to study the venue. The result included recommendations to avoid similar instances of flooding while respecting the natural floodplain and mission of the Northwest Florida Water Management District. It also improved safety as vehicle traffic across competitor crossings was minimized. Other recommendations that impact infrastructure are discussed below.	Inovia Group	\$20,000	\$0.00
Move to Hilltop	The engineering study recommended relocating the show jumping arena, sponsor tent and sponsor parking to higher ground. Doing so would allow water runoff to gather in its natural low spots without significant disruption to the event. The hilltop location required grading to even the surface. No further grading of the hilltop is planned.	Roberts & Roberts Construction, Inc. City of Tallahassee		
Combined Arena	The relocation of the show jumping arena created an opportunity to maximize sponsor and spectator viewing/seating. The much larger combined arena accommodates five Dressage rings plus the Show Jumping arena in an overlapping footprint while the prior layout required management of 6 separate competition areas and significant movement of human traffic between them. The new configuration greatly expanded the spectator seating areas and maximizes the use of viewing tents. Granite screenings were used under hoof to provide a single, water permeable, surface that would drain well after a heavy rain, which during prior events rendered the Dressage arenas a soupy mess.	Materials - Leon County	\$65,000	\$0.00
		Transport City of Tallahassee Distribution City of Tallahassee	126 Truck -loads of granite screenings	\$0.00

Activity	Explanation	Performed By	Expenditure	In-Kind
Electrical Upgrade	Electrical boxes which had been installed in the 1990's were becoming faulty with age. Electrical outages were frequent, especially in the Avenue of Shops and Food Court during peak hours. With the relocation to the hilltop, electrical stanchions needed to be relocated. The engineering study recommended replacement of all existing boxes in order to bring the infrastructure up to code and to ensure the electrical grid would function without failure. There was no outage during the 2015 event. The new boxes are not expected to require further attention for a decade or two.	Robinson Electric	\$5,000	\$0.00
		RHHT	\$40,600	\$0.00
Subtotals:			\$163,100	\$0

Total Expenditures for 2014-15: \$163,100

Activity	Explanation	Performed By	Expenditure	In-Kind
2015-16: Improve Footing, Protect Prior Year Infrastructure Improvement, Prepare for Olympic Qualifying Year, Course Refinement				
Improve Course Footing Yr. 2	Efforts to improve galloping lanes are showing some success and the turf is improving. Since June of 2015 the poorest areas were prepped, seed-drilled and packed with a roller to improve results. Regular mowing helps to maintain the lanes. This activity includes seeding native grasses or using sod to encourage growth of a more cushioned course. One to three more growing seasons may be required to adequately address footing.	RHHT	\$500	\$0.00
		Seed	\$1,500	\$0.00
Build an earthen berm to prevent erosion of the crushed stone.	During the 2015 event, the new surface in the combined arena handled a Thursday afternoon rain as it was designed to do. To prolong the integrity of the surface and protect it from erosion the organizers will install a slightly raised earthen berm on the south and west edges of the arena. This action will protect the investment made in the crushed stone surface.	City of Tallahassee	Earthwork	\$0.00
Frame the arena with grass and cover the berm with sod.	Adding a grass frame to the arena will improve the aesthetics of the area and created a cooler, more pleasant, surface for spectator seating. The raised earthen berm will require a grassy surface to prevent its erosion and will create a raised surface for spectator viewing. Sod will be required to cover the berm.	Sod Donors RHHT	\$20,000	\$0.00
Add Fiber to Arena Yr. 2	The surface in the combined arena would be improved by the addition of fiber to the current rock mixture. This is intended to soften the landings and improve safety during Show Jumping. Depending on budget, this may require 1-3 applications of fiber. Berms to be added N/s to separate competition arenas from warm-up areas and along south perimeter to control erosion.	Leon County	\$45,000	\$0.00
		City of Tallahassee	Earthwork	\$0.00
		Leon County RHHT - Materials	\$20,000	\$0.00
Olympic Qualifying Year(s)	RHHT has engaged the services of a world class team of designers. Refinements will be implemented over a three year period as the budget permits. This effort recognizes and prepares for Olympic qualifying years 2016 and 2020. Its initiatives are noted as "Course Refinement" below.	Leon County Course Designers	\$25,000	\$0.00

Activity	Explanation	Performed By	Expenditure	In-Kind
Course Redesign Yr. 1	Remove Dew Pool to reduce congestion	City of Tallahassee	\$0.00	\$0.00
	Build new water jump	City of Tallahassee Course	\$21,000	\$0.00
	Remove portable island at Sawgrass and redesign of three permanent jumps	Course builders	\$5,000	\$0.00
	Remove Pergola	City of Tallahassee	\$0.00	\$0.00
	Open up and lengthen galloping lanes north of upper water and on southern side of the course	Colin Phipps	\$0.00	\$0.00
	Build to maximum jump height	Course Builder	TBD	TBD
	Create designated tailgate area(s)	RHHT	\$0.00	\$0.00
Subtotals:			\$138,000	\$0

Total Expenditures for 2015-16: \$138,000

Activity	Explanation	Performed By	Expenditure	In-Kind
2016-17: Improve Footing, Continue Addition of Fiber, Course Refinement				
Improve Course Footing Yr. 3	Review progress to improve footing. Determine if additional aerating, topdressing, fertilizing and seeding are indicated. Potentially sod areas of poor growth.	TBD	TBD	TBD
Add Fiber to Arena Yr. 2	The surface in the combined arena would be improved by the addition of fiber to the current rock mixture. This is intended to soften the landings and improve safety during Show Jumping. Depending on budget, this may require 1-3 applications of fiber.	TBD	TBD	TBD
Course Refinement Yr. 2	Implement any course refinements that were not completed in the prior year.	TBD	TBD	TBD
Subtotals:			TBD	TBD

Total Expenditures for 2016-17: TBD

2017-18: Improve Footing, Continue Addition of Fiber, Course Refinement				
Improve Course Footing Yr. 4	Review progress to improve footing. Determine if additional aerating, topdressing, fertilizing and seeding is indicated.	TBD	TBD	TBD
Add Fiber to Arena Yr. 3	Determine if additional fiber is indicated. Depending on budget, this may require 1-3 applications of fiber.	TBD	TBD	TBD
Course Refinement Yr. 3	Implement any course refinements that were not completed in the prior year.	TBD	TBD	TBD
Subtotals			TBD	TBD

Total Expenditures for 2017-18: TBD

2018-19: Improve Footing, Course Refinement				
Improve Course Footing Yr. 5	Review progress to improve footing. Determine if additional aerating, topdressing, fertilizing and seeding is indicated.	TBD	TBD	TBD
Subtotals:			TBD	TBD

Total Expenditures for 2018-19: TBD



August 31, 2015

Mr. Lee Daniel
Leon County Tourist Development Council
106 East Jefferson Street
Tallahassee, FL 32301

Dear Lee,

This letter is intended to provide updated information to the Leon County Tourist Development Council regarding the progress Red Hills is making with respect to its internal restructuring with an eye toward the future sustainability of the event, and to the achievements as well as additional requirements within its Five Year Infrastructure Plan, a copy of which will accompany this letter.

We have developed a Three Year Organizational Restructuring Plan which includes the identification and funding of an Executive Director, as well as the reorganization of the Board of Directors and the continued revamping of the committee structures into well-defined responsibility centers. We have accomplished the following:

- 1) We have identified a private source of funding to bring on an Executive Director in 2016. For the current event year we have reinforced the administrative function with two seasoned volunteers who will assist with mailings and sponsorship materials.
- 2) A fundraising committee comprised of eight professionals from the business community has assumed the outreach for new sources of sponsorship. Each member is responsible for contacting thirty potential sponsors. Three new sponsors are confirmed.
- 3) The Communications Committee, formerly the Media Committee, is working to enhance the information provided on the web site in order to keep it informative and current for competitors, sponsors, volunteers and the community at large. The committee has added young members charged with maintaining Red Hills' prominence in the social media outlets. It is also expanding its outreach to traditional media outlets in West Florida, Georgia and Alabama.
- 4) The organizational chart has been redefined into major responsibility centers.
- 5) Flecia Braswell has agreed to help identify and secure volunteers for those responsibility centers that remain without a chairperson, and to reorganize the Board of Directors to include the Chairs of the responsibility centers as well as external members from the business community.

I plan to remain in the role of organizer or active advisor for at least three years, gradually scaling back my involvement as the Executive Director gains traction. Marvin will continue on the same basis. We intend to position Red Hills to thrive as an independent entity before our respective retirements.

We have made tremendous progress with respect to the infrastructure and capital requirements necessitated by both the move of the cross-country course to the park property and the relocation of the sponsor tent and the arenas. This has truly been a collaborative undertaking among the Leon County Tourist Development Council, the City of Tallahassee, the Northwest Florida Water Management District and a tremendous number of private sponsors. These undertakings have proven to be a bit more challenging than was anticipated, and there are several major projects that need to be addressed for 2016. Once these have been completed, no additional major construction should be necessary. Each year there will be some changes to the cross-country courses in order to keep them fresh and challenging, however most of these changes will be accomplished through the repositioning of portable jumps with a few new jumps being added each year.

Red Hills has engaged Michael Etherington-Smith and David O'Connor to oversee the modifications of the cross-country tracks and course design for a three year term in an effort to assure that we make the correct modifications and additions. This engagement takes Red Hills up yet another notch. Michael Etherington-Smith designed the Rolex Kentucky Three-Day Event for nineteen years, the cross-country venues for the Sydney Olympics and the Beijing Olympics, and has, with his wife Sue, organized and run three-day events in England for years. Mike has recently retired as CEO of British Eventing, the counterpart of our United States

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www.rhht.org

Equestrian Federation. He will be mentoring David O'Connor's design of the CIC2* and 1* tracks. David is the Chef d'Equipe of the US Olympic Team.

Capital requirements for 2016 are outlined as follow:

- 1) Modification of the cross-country courses to increase their distances and to provide a more open galloping design. Course design: \$25,000.
- 2) A new water jump is under construction that is central but not hazardously in the middle of the spectator gathering places. COT has undertaken the construction. Cost to date for liners, geotextile materials, crushed limestone and granite screenings is \$7,500. Remaining: Sod for perimeter: \$1,000; PVC pipe for waterline: \$2,500. The existing Dew Pool will be filled and seeded. This work is being executed by COT.
- 3) Restructuring of one of the major permanent jumps, Goliath's Gap, to make the jumping efforts safer and to increase the versatility of the jump. Cost: \$7,200.
- 4) Construction of a new permanent jump on the southern end of the course to add the ditch jumps required to satisfy FEI regulations. Estimated cost: \$5,000.
- 5) Continuation of construction work on arena begun for the 2015 event. This work will include adding a north/south berm for purposes of erosion control, as well as a berm along the entire south border of the entire arena which is intended to catch water and divert it to the southwest corner of the arena area. This will require 800 cubic yards of additional granite screenings. Cost: \$3,200 for granite screenings. Earth moving is being done by COT.
- 6) Purchase of 1 new dressage arena (the PVC structures that delineate the individual arenas). Cost: \$2,350.
- 7) Purchase of arena letter markers: 9 sets @ \$65. Total cost: \$585.
- 8) Fibrous material to cushion the footing in the arenas. Cost: \$45,000. This can be added in two stages if total funding is not available.
- 9) Sod to frame the perimeter of the arena area to give that area a finished appearance. Cost estimates are being determined. Rough estimate: \$4,000.

Total cost of this set of capital improvements: \$103,335. We would like to request funding of \$90,000 toward meeting those requirements. Private funding has been secured or will be secured for the balance of \$13,335. The request for funding to the Leon County Board of County Commissioners includes \$45,000 for arena footing (fibrous material), plus \$45,000 for course design and construction. Red Hills' Signature Events Grant Application requested \$30,000 for internet streaming of the event, and \$20,000 to help defray the cost of international officials.


To date, new cross-country course tracks have been underbrushed, tilled, had stumps removed, disked, seeded and rolled. This work has been collaborative between COT (mowing, underbrushing, seeding and rolling) and privately funded manpower and equipment (tilling, stump/root removal/ground prep). Estimated private contribution: \$15,000 in machinery and labor.

These improvements will complete the major move of the cross country course, as well as the relocation of the sponsor tent and arenas. After the 2016 event the only large projects will be the growing of a carpet of grass for the floor of the sponsor tent, and the freshening of the cross-country course, an event that will occur annually. The major design expense will be reduced radically. We should have no further need to request funding for capital projects.

Tom, Rose Naff and I look forward to attending the meeting Thursday morning, September 3rd.

Please let me know if you have any questions.

All the best,


Jane Barron
Organizer

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**Leon County
Board of County Commissioners**

Notes for Agenda Item #13

Leon County
Board of County Commissioners
Sitting as the Leon County Energy Improvement District

Cover Sheet for Agenda #13

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney

Title: Consideration by Leon County Energy Improvement District to Adopt a Resolution Supplementing Resolution 2013-01-EID Adopted by the District on November 19, 2013, Approving Modified Financing Agreements

County Attorney Review and Approval:	Herbert W. A. Thiele, County Attorney
Department/ Division Review:	N/A
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Adopt a Resolution supplementing Resolution 2013-01-EID, adopted by the District on November 19, 2013, approving modified financing agreements (Attachment #1).

Report and Discussion

Background:

On April 22, 2010, the Leon County Energy Improvement District was created for purposes of implementing within Leon County a property assessed clean energy program (“PACE”). After subsequent amendments to the Leon County Energy Improvement District Ordinance to comport with new Florida Statutes, the District proceeded with entering into an Agreement on September 17, 2013 with Ygrene to be the District’s Third Party Administrator for implementation of the PACE program.

In order to implement the commercial portion of the PACE program, the District adopted Resolution 2013-01-EID on November 19, 2013 authorizing the issuance of not exceeding \$200,000,000 in Revenue Bonds for purposes of financing the PACE improvement through the purchase of said Bonds by Ygrene and utilization of the proceeds for the PACE improvements on commercial properties. Subsequently, the District, through the County Attorney’s Office, filed a Complaint to the Circuit Court for the Second Judicial Circuit in order to have the District’s Bonds validated by the Court. On March 10, 2015, the Circuit Court considered the matter and entered a Final Judgment validating the \$200,000,000 Bond issue.

Thereafter, on the 30th day following the entry of the Final Judgment, Robert R. Reynolds filed an Appeal to the Florida Supreme Court challenging the validity of the Bond issue. After significant further proceedings, including having counsel for Robert R. Reynolds removed from the case by Order of the Florida Supreme Court, the Court heard Oral Argument on the matter in February of 2015. Then, on October 1, 2015 the Florida Supreme Court entered its Per Curiam Order affirming the Circuit Court’s decision to validate the Bonds, but requiring a remand with instruction for the Circuit Court to amend the financing agreement to remove all references to judicial foreclosure.

Analysis:

In order to comport with the direction from the Florida Supreme Court to amend the financing agreement to remove references to judicial foreclosure and to file the amended agreement in the Circuit Court, it is required that the District Governing Board adopt a supplemental Resolution approving the modified financing agreement which deletes all references to judicial foreclosure.

It should also be noted that not only is this decision of the Florida Supreme Court important in upholding the \$200,000,000 Bond issue by the District, it also marks new precedent by the Court in that it has receded from its 1955 decision in *Meyers v. City of St. Cloud*, with regard to standing to file appeals by persons who fail to appear in the Bond Validation proceedings. Under this new decision in *Reynolds v. Leon County Energy Improvement District*, only Parties who appear and plead in the Circuit Court Bond Validation proceedings may avail themselves of the right to appeal under Florida Statute section 75.08. Thus, the Florida Supreme Court receded from the *Meyers* case as well as three subsequent decisions that were in accord with allowing citizens and tax payers to file appeals who failed to appear in the Circuit Court. This is a significant decision for not only the Leon County Energy Improvement District, but for all local governments in Florida with regard to the finality of their Bond Validation proceedings.

Options:

1. Adopt a Resolution supplementing Resolution 2013-01-EID, adopted by the District on November 19, 2013, approving modified financing agreements (Attachment #1).
2. Do not adopt a Resolution supplementing Resolution 2013-01-EID, adopted by the District on November 19, 2013, approving modified financing agreements.
3. District Board direction.

Recommendation:

Option #1.

Attachments:

1. Supplemental Resolution
2. Final Judgment of the original Bond Validation
3. Supreme Court of Florida Order

HWAT/kam

RESOLUTION NO. 2015-__

A RESOLUTION OF THE BOARD OF THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT SUPPLEMENTING RESOLUTION 2013-01-EID ADOPTED BY THE DISTRICT ON NOVEMBER 19, 2013; APPROVING THE FORM OF THE FINANCING AGREEMENTS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, Leon County Energy Improvement District (the "District") on November 19, 2013, the District approved Resolution 2013-01-EID (the "Master Bond Resolution") which authorized not to exceed \$200,000,000 Leon County Energy Improvement District Revenue Bonds (the "Bonds") for the purpose of financing the cost of "qualifying improvements" as defined in the PACE Act, as defined below, and "energy efficiency improvements," "renewable energy improvements" or "wind resistance improvements" as defined in Chapter 15 of the Code, as defined below;

WHEREAS, the District validated the Bonds in the Circuit Court for the Second Judicial Circuit on March 10, 2015 and such final judgment was subsequently appealed to the Florida Supreme Court;

WHEREAS, the Florida Supreme Court heard oral argument on February 5, 2015 and on October 1, 2015 entered its Per Curiam Order affirming the Circuit Court's decision, but requiring a remand to the Circuit Court with instructions to remove all references to judicial foreclosure in the financing agreements; and

WHEREAS, the District desires to make such amendments to the financing agreements, the revised form of which is attached hereto as Exhibit "A".

BE IT RESOLVED BY THE LEON COUNTY ENERGY IMPROVEMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution of the District is adopted pursuant to the provisions of Chapter 125, Florida Statutes, as amended, Section 163.08, Florida Statutes, as amended (the "PACE Act"), Chapter 189, Florida Statutes, as amended (the "Special District Act"), Chapter 15 of the Leon County Code of Ordinances (the "Code"), the Master Bond Resolution and other applicable provisions of law (collectively, the "Act").

SECTION 2. AUTHORIZATION OF EXECUTION AND DELIVERY OF FINANCING AGREEMENTS. The form of the Financing Agreements attached as Exhibit "A" to Resolution 2013-01-EID adopted on November 19, 2013 is hereby replaced in its entirety with Exhibit "A" attached to this Resolution. The Chairman, Vice-Chairman, Secretary and Executive Director of

the District or other Designated Officers are hereby authorized and directed to execute and deliver the Financing Agreements. The text and form of the Financing Agreement is attached hereto as Exhibit "A", with such insertions and variations as may be necessary and desirable, as same are authorized or permitted by the PACE Act, this Resolution, the Master Bond Resolution, or by subsequent resolution or resolutions of the District adopted prior to the execution thereof, and as may be necessary to reflect the characteristics of any particular installment or series of Bonds and the details of the particular project to be financed and the financing terms. Each Financing Agreement or a memorandum thereof shall be recorded in the Official Records of the County, as required by the PACE Act.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of November, 2015.

**LEON COUNTY ENERGY IMPROVEMENT
DISTRICT**

By: _____
Chairman

ATTEST:
BOB INZER
CLERK & COMPTRROLLER
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

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

Exhibit "A"

Identifying Number: _____

**AGREEMENT TO PAY ASSESSMENTS AND
FINANCE QUALIFYING IMPROVEMENTS**

This AGREEMENT TO PAY ASSESSMENTS AND FINANCE QUALIFYING IMPROVEMENTS ("Agreement") is made and entered into as of this _____ day _____, 20____, by and between the Leon County Energy Improvement District, a dependent special district duly organized and existing under the laws of the State of Florida (the "District") and the record owner(s) (the "Property Owner") of the fee title, listed below, to the real property identified on Exhibit A (the "Property") and pertaining to Real Estate Folio Number _____.

Pnnt Name of Owner No. 1

Pnnt Name of Owner No. 3

Pnnt Name of Owner No. 2

Pnnt Name of Owner No. 4

Project ID

RECITALS

WHEREAS, the District has established a Property Assessed Clean Energy program (the "Program") to allow the financing of certain qualifying energy conservation, energy efficiency, renewable energy, and wind resistance improvements that are permanently affixed to real property in the District (the "Qualifying Improvements") through the levy of voluntary assessments pursuant to Florida Statutes §163.08(4) (the "Assessment(s)"); and

WHEREAS, the District has conducted the proceedings required by Florida law to operate within the boundaries of the District; and

WHEREAS, the Property is located within the District, and the District is authorized to enter into voluntary contractual assessments with property owners to finance the installation of Qualifying Improvements; and

WHEREAS, the District and the Property Owner wish to enter into this Agreement pursuant to which the District will agree to finance the costs of installing the Qualifying Improvements, which are initially as described in Exhibit B, and which will be modified and finalized in an Addendum or Addenda to this Agreement (collectively, the "Addendum") to be entered into and recorded in the public records of Leon County (the "County") upon completion of the installation of the Qualifying Improvements (the "Final Improvements") on the Property, and the Property Owner agrees to the imposition by the District of the Assessment in order to repay the costs incurred by the District with respect to financing the installation of the Final Improvements, all on the terms set forth in this Agreement; and

WHEREAS, the District has engaged Ygrene Energy Fund Florida, LLC (together with any successors or assigns, the "Administrator") to act as the administrator of the Program pursuant to a Third Party Administration Agreement dated as of September 11, 2013 (the "Administration Agreement") between the District and the Administrator.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and the District formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose.

The Property Owner and the District are voluntarily entering into this Agreement for the purpose of financing the installation of the Final Improvements on the Property. The District will not finance the installation any improvements other than those listed on Exhibit B.

Section 2. The Property. The Property Owner hereby represents and warrants that:

- (a) It is indefeasibly seized with fee simple title to the Property and possesses all legal authority necessary to execute this Agreement;
- (b) All property taxes and any other assessments levied on the same bill as property taxes are paid and have not been delinquent for the preceding three years or the Property Owner's period of ownership, whichever is less;
- (c) There are no involuntary liens, including, but not limited to, any federal income tax lien, judgment lien, construction liens or similar involuntary

Identifying Number: _____

AGREEMENT TO PAY ASSESSMENTS AND FINANCE QUALIFYING IMPROVEMENTS

This AGREEMENT TO PAY ASSESSMENTS AND FINANCE QUALIFYING IMPROVEMENTS ("Agreement") is made and entered into as of this _____ day _____, 20____, by and between the Leon County Energy Improvement District, a dependent special district duly organized and existing under the laws of the State of Florida (the "District") and the record owner(s) (the "Property Owner") of the fee title, listed below, to the real property identified on Exhibit A (the "Property") and pertaining to Real Estate Folio Number _____.

Print Name of Owner No. 1

Print Name of Owner No. 3

Print Name of Owner No. 2

Print Name of Owner No. 4

Project ID

RECITALS

WHEREAS, the District has established a Property Assessed Clean Energy program (the "Program") to allow the financing of certain qualifying energy conservation, energy efficiency, renewable energy, and wind resistance improvements that are permanently affixed to real property in the District (the "Qualifying Improvements") through the levy of voluntary assessments pursuant to Florida Statutes §163.08(4) (the "Assessment(s)"); and

WHEREAS, the District has conducted the proceedings required by Florida law to operate within the boundaries of the District; and

WHEREAS, the Property is located within the District, and the District is authorized to enter into voluntary contractual assessments with property owners to finance the installation of Qualifying Improvements; and

WHEREAS, the District and the Property Owner wish to enter into this Agreement pursuant to which the District will agree to finance the costs of installing the Qualifying Improvements, which are initially as described in Exhibit B, and which will be modified and finalized in an Addendum or Addenda to this Agreement (collectively, the "Addendum") to be entered into and recorded in the public records of Leon County (the "County") upon completion of the installation of the Qualifying Improvements (the "Final Improvements") on the Property, and the Property Owner agrees to the imposition by the District of the Assessment in order to repay the costs incurred by the District with respect to financing the installation of the Final Improvements, all on the terms set forth in this Agreement; and

WHEREAS, the District has engaged Ygrene Energy Fund Florida, LLC (together with any successors or assigns, the "Administrator") to act as the administrator of the Program pursuant to a Third Party Administration Agreement dated as of September 11, 2013 (the "Administration Agreement") between the District and the Administrator.

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and the District formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT

Section 1. Purpose.

The Property Owner and the District are voluntarily entering into this Agreement for the purpose of financing the installation of the Final Improvements on the Property. The District will not finance the installation any improvements other than those listed on Exhibit B.

Section 2. The Property. The Property Owner hereby represents and warrants that:

- (a) It is indefeasibly seized with fee simple title to the Property and possesses all legal authority necessary to execute this Agreement;
- (b) All property taxes and any other assessments levied on the same bill as property taxes are paid and have not been delinquent for the preceding three years or the Property Owner's period of ownership, whichever is less;
- (c) There are no involuntary liens, including, but not limited to, any federal income tax lien, judgment lien, construction liens or similar involuntary

lien on the Property; and no notices of default or other evidence of property-based debt delinquency have been recorded during the preceding three years or the Property Owner's period of ownership, whichever is less;

- (d) Property Owner is current on all mortgage debt on the Property; and has not been late in making mortgage payments more than once in the preceding three years.
- (e) Property Owner is not in bankruptcy nor is the Property an asset in any bankruptcy proceeding.
- (f) The Property is not in foreclosure
- (g) If there are any existing mortgages encumbering or otherwise secured by the property, at least 30 days before entering into a financing agreement, the property owner has provided to the holders or loan servicers of record of any existing mortgages encumbering or otherwise secured by the property a notice of the owner's intent to enter into this Agreement together with the maximum principal amount to be financed and the maximum annual assessment necessary to repay that amount as set forth in Exhibit C. Property owner has provided a verified copy or other proof of such notice to the District in the form attached hereto as Exhibit D (the "Notice").

Section 3. Agreement to Pay Assessment; Prepayment; Non-Completion

- (a) **Payment of Final Assessment.** Upon completion of the Final Improvements, the District and the Property Owner will enter into the Addendum, which will set forth the final cost of the Final Improvements, which will not exceed the Maximum Amount (the "Final Cost"), the final annual payment schedule for the Assessment (the "Final Annual Assessment Schedule"), and each annual amount shown thereon (the "Yearly Annual Assessment") and the final interest rate calculated as of the date of execution of the Addendum (the "Final Interest Rate"). THE PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT FINAL INTEREST RATE WILL BE THE SAME AS THE ESTIMATED INTEREST RATE IF THE FINAL IMPROVEMENTS ARE COMPLETED WITHIN THE PERIOD SET FORTH IN EXHIBIT C HERETO; OTHERWISE THE FINAL INTEREST RATE WILL BE BASED ON MARKET CONDITIONS EXISTING AT THE TIME AN ADDENDUM IS EXECUTED AND MAY BE MORE THAN THE ESTIMATED INTEREST RATE, RESULTING IN A CORRESPONDING INCREASE IN THE MAXIMUM AMOUNT AND MAXIMUM ANNUAL ASSESSMENT. IN ADDITION, THE PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT ALL OF THE AMOUNTS SET FORTH IN EXHIBIT C HERETO WILL CHANGE IF THE PROPERTY OWNER REQUESTS A CHANGE IN THE TERM OVER WHICH ASSESSMENTS ARE TO BE REPAYED. The District shall not provide financing in an amount in excess of the Final Cost. Interest will accrue on the Final Assessment at the Final Interest Rate.
- (b) **Payment of Non-Completion Assessment.** The Property Owner understands and hereby acknowledges that in the event that the Property Owner begins the installation of the Qualifying Improvements identified in Exhibit C and subsequently decides not to complete such Qualifying Improvements in compliance with the Program rules and this Agreement (a "Project Abandonment"), the Property Owner may be obligated to pay the District's expenses incurred prior to Project Abandonment. To the extent the District incurs such expenses (the "Abandonment Payment"), the Property Owner hereby freely and willingly agrees to pay a non-completion assessment (the "Non-Completion Assessment," which, in the case of a Project Abandonment, will be treated the same as, and may also be referred to as, a "Final Assessment"). Upon Project Abandonment, the Property Owner agrees that the District will record an Addendum, which will set forth the amount of the Abandonment Payment, the total principal amount of the Non-Completion Assessment, the annual payment schedule for the Non-Completion Assessment (the "Annual Non-Completion Assessment Schedule") and the interest rate calculated as of the date of execution of the Addendum (the "Non-Completion Interest Rate"). Such Addendum will not require any further consent of, or execution by, the Property Owner. THE PROPERTY OWNER ACKNOWLEDGES AND AGREES THAT THE NON-COMPLETION INTEREST RATE WILL BE BASED ON MARKET CONDITIONS EXISTING AT THE TIME THE ADDENDUM IS FINALIZED AND MAY BE MORE OR LESS THAN THE ESTIMATED INTEREST RATE. Interest will accrue on the Non-Completion Assessment at the Non-Completion Interest Rate. The Property Owner acknowledges that the purpose of the Non-Completion Assessment is to provide for redemption of any bonds issued by the District or prepayment of any other financial obligation entered into by or on behalf of the District to finance installation of the Qualifying Improvements on the Property, and to pay any costs incurred by the District in order to release the lien of the Assessment on the Property. The Property Owner further agrees and acknowledges that the Non-Completion Assessment will be levied in full by the District in the first fiscal year in which the District is able to cause the Non-Completion Assessment to be placed on the property tax roll.
- (c) **Administrative Expenses.** The Property Owner hereby agrees and acknowledges that the District may add amounts to an annual installment of the Assessment (including a Non-Completion Assessment) in order to pay for the costs of collecting the Assessment (the "Final Assessment" and the "Non-Completion Assessment" shall include such amounts as referred to herein).
- (d) **Prepayment of the Final Assessment.** The Final Assessment may be prepaid in whole at any time upon the payment of (i) the unpaid principal component of the Final Assessment, (ii) the accrued but unpaid interest component of the unpaid principal component of the Final Assessment through the prepayment date, and (iii) a prepayment premium in the amount set forth on Exhibit C.
- (e) **Absolute Obligation.** The Property Owner hereby agrees and acknowledges that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the bonds secured thereby are refunded or for any other reason.

Section 4. Collection of Assessment, Lien

The Assessment, and the interest and charges thereon resulting from a delinquency in the payment of any installment of the Assessment, shall constitute a lien against the Property equal in dignity with county taxes and assessments, and when due shall be superior to all other liens, title and claims, including any mortgage, until paid. The Assessment shall be paid and collected on the same bill as real property taxes using the uniform method of collection authorized by Chapter 197, Florida Statutes. The Property Owner agrees and acknowledges that if any Assessment installment is not paid when due, the District shall have the right to seek all appropriate legal remedies to enforce payment and collect the Assessment or amounts due hereunder, and seek recovery of all costs, fees and expenses (including reasonable attorneys' fees and costs and title search expenses) in connection with the enforcement actions.

Section 5. Financing of the Final Improvements

- (a) **Agreement to Finance Final Improvements.** The District hereby agrees to use the Assessment as security for financing to finance the Final Improvements, including the payment of the District's and Administrator's reasonable costs of administering the Program, subject to the Property Owner's compliance with the conditions for such financing established by the District.
- (b) **Disbursement of Funds.** The District will make one disbursement when the following conditions have been met. The District's obligation to disburse funds to pay the costs of the Final Improvements shall be conditioned upon the Property Owner providing, to the satisfaction of the District, (i) all required affidavits from all contractors and the Property Owner certifying that the Final Improvements have been completed in accordance with all applicable building codes, regulations, and other governmental requirements, and (ii) final releases or waivers of all applicable contractors', mechanic's and materialmen's liens.

Section 6. Term; Agreement Runs with the Land; Subdivision

- (a) Except as otherwise set forth in this Agreement, this Agreement shall expire upon the final payment or prepayment of the Assessment.
- (b) This Agreement establishes rights and obligations that are for the benefit of the Property and such rights and obligations run with the land.
- (c) In the event the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to the newly-created parcel on which the Final Improvements are located. If the Final Improvements no longer exist, the Assessment will be assigned to each of the newly-created parcels on a per-acre basis, unless the District, in its sole discretion, determines that the Assessment should be allocated in an alternate manner.

Section 7. Recordation of Documents

The Property Owner hereby authorizes and directs the District to cause to be recorded in the public records of the County the various notices and other documents, including an Addendum, required by any other applicable laws to be recorded against the Property.

Section 8. Special Disclosure Regarding Certain Mortgage Lenders

MANY LENDERS THAT MAKE RESIDENTIAL LOANS DESIRE TO PRESERVE THE OPTION TO SELL THOSE LOANS TO U.S. GOVERNMENT-SPONSORED ENTERPRISES (CALLED "GSEs") THAT ARE REGULATED BY THE FEDERAL HOUSING FINANCE AGENCY ("FHFA"). THE FHFA HAS INSTRUCTED ITS GSEs NOT TO PURCHASE RESIDENTIAL LOANS WHERE THERE IS A SUPERIOR LIEN FOR QUALIFYING IMPROVEMENTS, SUCH AS THE ASSESSMENT LIEN. THUS, IN ORDER TO REFINANCE YOUR RESIDENTIAL LOAN, OR FOR A PROSPECTIVE PURCHASER OF YOUR PROPERTY TO OBTAIN A LOAN SECURED BY THE PROPERTY, YOU MAY NEED TO REMOVE THE ASSESSMENT LIEN BY PREPAYING THE ASSESSMENT OBLIGATION IN FULL. YOU THUS SHOULD CONSIDER THE LIKELIHOOD AND TIMING OF A POSSIBLE REFINANCING OR SALE OF YOUR PROPERTY, AND THE COSTS TO PREPAY THE ASSESSMENT OBLIGATION, IN DECIDING WHETHER TO PARTICIPATE IN THE PROGRAM BY EXECUTING THIS AGREEMENT.

Section 9. Notice

The Property Owner agrees that at or before the time a prospective purchaser executes a contract for the sale and purchase of the Property, the Property Owner shall give the prospective purchaser a written disclosure statement in the following form, which shall be set forth in the contract or in a separate writing:

QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE.—The property being purchased is located within the jurisdiction of a local government that has placed an assessment on the property pursuant to s. 163.08, Florida Statutes. The assessment is for a qualifying improvement to the property relating to energy efficiency, renewable energy, or wind resistance, and is not based on the value of property. You are encouraged to contact the County property appraiser's office to learn more about this and other assessments that may be provided by law.

Section 10. Waivers, Acknowledgement and Agreement

This Agreement reflects the Property Owner's free and willing consent to the imposition of the Assessment. The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the District undertaken in connection with the Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Final Improvements. The Property Owner hereby acknowledges that the Property Owner will be responsible for payment of the Assessment regardless of whether the Final Improvements are properly installed, operated or maintained as expected.

THE PROPERTY OWNER HEREBY AGREES THAT THE DISTRICT IS ENTERING INTO THIS AGREEMENT SOLELY FOR THE PURPOSE OF ASSISTING THE PROPERTY OWNER WITH THE FINANCING OF THE INSTALLATION OF THE QUALIFYING IMPROVEMENTS, AND THAT THE DISTRICT HAS NO RESPONSIBILITY OF ANY KIND FOR, AND SHALL HAVE NO LIABILITY ARISING OUT OF, THE INSTALLATION, OPERATION, FINANCING, REFINANCING OR MAINTENANCE OF THE QUALIFYING IMPROVEMENTS.

BASED UPON THE FOREGOING, THE PROPERTY OWNER HEREBY WAIVES THE RIGHT TO RECOVER FROM AND FULLY AND IRREVOCABLY RELEASES THE DISTRICT, THE COUNTY AND THE ADMINISTRATOR AND ANY AND ALL AGENTS, EMPLOYEES,

ATTORNEYS, REPRESENTATIVES AND SUCCESSORS AND ASSIGNS OF THE DISTRICT, THE COUNTY AND THE ADMINISTRATOR, FROM ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), PENALTIES, FINES, FORFEITURES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE OUT-OF-POCKET LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES), RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT THAT THE PROPERTY OWNER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE DISTRICT, THE COUNTY OR THE ADMINISTRATOR AND ANY AND ALL AGENTS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES AND SUCCESSORS AND ASSIGNS OF THE DISTRICT, THE COUNTY OR THE ADMINISTRATOR.

TO THE EXTENT THAT THE FOREGOING WAIVERS AND AGREEMENTS ARE SUBJECT TO FLORIDA OR SIMILAR PROVISIONS OF OTHER APPLICABLE LAW, IT IS THE INTENTION OF THE PROPERTY OWNER THAT THE FOREGOING WAIVERS AND AGREEMENTS WILL BE EFFECTIVE AS A BAR TO ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), PENALTIES, FINES, FORFEITURES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE OUT-OF-POCKET LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES), OF WHATEVER CHARACTER, NATURE AND KIND, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND PROPERTY OWNER AGREES TO WAIVE ANY AND ALL RIGHTS AND BENEFITS CONFERRED UPON THE PROPERTY OWNER BY THE PROVISIONS OF FLORIDA LAW.

Property Owner's Initials: _____

The waivers, releases and agreements set forth in this Section 10 shall survive termination of this Agreement.

Section 11. Indemnification

THE PROPERTY OWNER AGREES TO INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS THE DISTRICT, THE COUNTY AND THE ADMINISTRATOR AND ANY AND ALL AGENTS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES AND SUCCESSORS AND ASSIGNS OF THE DISTRICT, THE COUNTY AND THE ADMINISTRATOR, FROM AND AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), PENALTIES, FINES, FORFEITURES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE OUT-OF-POCKET LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES) AND ANY DEMANDS OF ANY NATURE WHATSOEVER RELATED DIRECTLY OR INDIRECTLY TO, OR ARISING OUT OF OR IN CONNECTION WITH (I) THE ASSESSMENT, (II) THE FINANCING BY OR ON BEHALF OF THE DISTRICT OF THE FINAL IMPROVEMENTS, (III) THE FINAL IMPROVEMENTS, OR (IV) ANY OTHER FACT, CIRCUMSTANCE OR EVENT RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LOSSES, LIABILITIES, CLAIMS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), PENALTIES, FINES, FORFEITURES, COSTS AND EXPENSES (INCLUDING ALL REASONABLE OUT-OF-POCKET LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES) ACCRUE BEFORE OR AFTER THE DATE OF THIS AGREEMENT.

The provisions of this Section 11 shall survive the termination of this Agreement.

Section 12. No Representation by District or Administrator as to Suitability or Effectiveness of Final Improvements

THE PROPERTY OWNER HEREBY ACKNOWLEDGES THAT IT HAS DONE ITS OWN INVESTIGATION AND ANALYSIS OF THE SUITABILITY OF THE FINAL IMPROVEMENTS FOR THE PROPERTY AND THE POTENTIAL COST SAVINGS AND ENVIRONMENTAL IMPACT OF THE FINAL IMPROVEMENTS. NEITHER THE DISTRICT NOR THE ADMINISTRATOR REPRESENTS OR GUARANTEES (A) THAT THE FINAL IMPROVEMENTS ARE SUITABLE FOR THEIR INTENDED PURPOSES, (B) THAT THE FINAL IMPROVEMENTS WILL RESULT IN ENERGY SAVINGS OR OTHER COST SAVINGS TO THE PROPERTY OWNER OR (C) THE ECONOMIC VALUE OR THE ENVIRONMENTAL IMPACT OF THE FINAL IMPROVEMENTS. IN PARTICULAR, NEITHER THE DISTRICT NOR THE ADMINISTRATOR REPRESENTS OR GUARANTEES THAT UTILITY COMPANIES WILL NOT RAISE THEIR RATES IN THE FUTURE AND THEREBY OFFSET ALL OR A PORTION OF THE PROPERTY OWNER'S PROJECTED SAVINGS AS A RESULT OF MAKING THE FINAL IMPROVEMENTS NOR THAT THE INSTALLATION OF THE FINAL IMPROVEMENTS WILL RESULT IN ANY INCREASE IN THE VALUE OF THE PROPERTY. THE PROPERTY OWNER HEREBY ACKNOWLEDGES AND AGREES THAT THE DISTRICT AND THE ADMINISTRATOR ARE MERELY ASSISTING THE PROPERTY OWNER BY PROVIDING A FINANCING MECHANISM FOR THE FINAL IMPROVEMENTS AND HAVE NO ROLE IN DETERMINING THE ECONOMIC, FINANCIAL OR ENVIRONMENTAL VALUE OR IMPACT OF THE FINAL IMPROVEMENTS. THE PROPERTY OWNER HEREBY AGREES THAT THE WAIVERS IN SECTION 10 AND THE INDEMNIFICATION PROVISIONS IN SECTION 11 APPLY SPECIFICALLY TO, AMONG OTHER THINGS, THE MATTERS REFERRED TO IN THIS SECTION 12.

Section 13. Right to Inspect Property

The Property Owner hereby grants the District, its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Final Improvements. The Property Owner further hereby grants the District, its agents and representatives the right to examine and copy any documentation relating to the Final Improvements.

Section 14. Carbon Credits

The Property Owner hereby agrees that any carbon credits attributable to the Final Improvements shall be owned by the District.

Section 15. Program Application

The Property Owner hereby represents and warrants to the District that the information set forth in the program application (the "Program

Application") submitted to the District in connection with its request for financing is true and correct as of the date hereof, and that the representations set forth in the Program Application with respect to the Property and the Property Owner are true and correct as of the date hereof as if made on the date hereof.

Section 16. Amendment

This Agreement may be modified only by the written agreement of the District and the Property Owner.

Section 17. Binding Effect; Assignment

This Agreement inures to the benefit of and is binding upon the District, the Property Owner and their respective successors and assigns.

The District has the right to assign or delegate to any person or entity (whether by way of sale, pledge, grant of security interest, or otherwise) this Agreement and any or all of its rights (including rights to payment, the Assessment, the Assessment lien, and the right to enforce the collection of the Assessment or any installment thereof against the Property) and obligations under this Agreement, without the consent of the Property Owner. Any such delegation of obligations by the District shall release the District from such obligations to the extent stated in such delegation, without the need for any consent of the Property Owner. The obligation to pay the Assessment set forth in this Agreement and in the Addendum is an obligation of the Property and no agreement or action of the Property Owner will serve to impair in any way the District's rights, including, but not limited to, the right to enforce the collection of the Assessment or any installment thereof against the Property.

Section 18. Exhibits.

The Exhibits to this Agreement are incorporated into this Agreement by this reference as if set forth in their entirety in this Agreement.

Section 19. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

Section 20. Corrective Instruments

The District and the Property Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, including the Addendum, as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 21. Governing Law; Venue

This Agreement is governed by and construed in accordance with the laws of the State of Florida. Any legal or equitable action brought under this Agreement must be instituted in Leon County, Florida.

Section 22. Counterparts

This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the District and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

SIGNATURE PAGES FOLLOW

OWNERS

1

Print Name of Owner No. 1 _____

Signature of Authorized Person _____

Print Street Address of Owner No. 1 _____

Print Name and Title of Authorized Person _____

Print City, State, and ZIP Code of Owner No. 1 _____

Date: _____, 20__

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

STATE OF FLORIDA)
)SS
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by
_____, _____, who is/are personally known to me or who
has/have produced _____ as identification.
[SEAL]

Notary Public, State of Florida

Print Name of Notary _____
Commission Expires: _____
Commission No. _____

2

Print Name of Owner No. 2 _____

Signature of Authorized Person _____

Print Street Address of Owner No. 2 _____

Print Name and Title of Authorized Person _____

Print City, State, and ZIP Code of Owner No. 2 _____

Date: _____, 20____

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

STATE OF FLORIDA)
)SS
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____, _____, who is/are personally known to me or who
has/have produced _____ as identification.
[SEAL]

Notary Public, State of Florida

Print Name of Notary _____
Commission Expires: _____
Commission No. _____

3

Print Name of Owner No. 3 _____

Signature of Authorized Person _____

Print Street Address of Owner No. 3 _____

Print Name and Title of Authorized Person _____

Print City, State, and ZIP Code of Owner No. 3 _____

Date: _____, 20____

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

STATE OF FLORIDA)
)SS
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____, _____, who is/are personally known to me or who
has/have produced _____ as identification.
[SEAL]

Notary Public, State of Florida

Print Name of Notary _____
Commission Expires: _____
Commission No. _____

4

Print Name of Owner No. 4 _____

Signature of Authorized Person _____

Print Street Address of Owner No. 4 _____

Print Name and Title of Authorized Person _____

Print City, State, and ZIP Code of Owner No. 2 _____

Date: _____, 20____

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

STATE OF FLORIDA)
)SS
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, _____, who is/are personally known to me or who
has/have produced _____ as identification.
[SEAL]

Notary Public, State of Florida

Print Name of Notary _____
Commission Expires: _____
Commission No. _____

**LEON COUNTY ENERGY
IMPROVEMENT DISTRICT**

Leon County Energy Improvement District

Signature of Authorized Person

Print Name and Title of Authorized Person

Date: _____, 20__

*Signed, sealed and delivered
in the presence of:*

Print Name

Print Name

STATE OF FLORIDA)
)SS
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, who is/are personally known to me or who has/have produced _____ as identification.

[SEAL]

Notary Public, State of Florida

Print Name of Notary
Commission Expires: _____
Commission No. _____

EXHIBIT A
PROPERTY (LEGAL DESCRIPTION)

EXHIBIT B

INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

EXHIBIT C

MAXIMUM AMOUNTS AND MAXIMUM ASSESSMENT

Maximum Amount to be financed: _____

Estimated Maximum Annual Assessment: _____

Estimated Interest Rate: _____

Number of Days Estimated Interest Rate Will Be Held: _____

Prepayment Penalty: _____

Initial Term Years: _____

EXHIBIT D

**VERIFIED COPY OR PROOF OF NOTICE TO LIENHOLDERS OF PROPOSED
SPECIAL ASSESSMENT**

20140020298 ELECTRONICALLY RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FL
BK: 4642 PG: 1844 03/13/2014 at 03:03 PM BOB INZER, CLERK OF COURTS

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

LEON COUNTY ENERGY
IMPROVEMENT DISTRICT, a dependent
special district,

Plaintiff,

vs.

THE STATE OF FLORIDA, AND ALL OF
THE SEVERAL PROPERTY OWNERS,
TAXPAYERS AND CITIZENS OF LEON
COUNTY, FLORIDA, INCLUDING NON-
RESIDENTS OWNING PROPERTY OR
SUBJECT TO TAXATION THEREIN AND
ALL OTHERS HAVING OR CLAIMING
ANY RIGHT, TITLE OR INTEREST IN
PROPERTY TO BE AFFECTED BY THE
ISSUANCE OF THE BONDS HEREIN
DESCRIBED, OR TO BE AFFECTED
THEREBY,

Defendants.

CIVIL ACTION NO. 2013-CA-003396

VALIDATION OF NOT TO EXCEED
\$200,000,000 LEON COUNTY ENERGY
IMPROVEMENT DISTRICT REVENUE
BONDS, VARIOUS SERIES

FILED
2014 MAR 11 P 13

FINAL JUDGMENT

The above and foregoing cause has come to final hearing on the date and at the time and place set forth in the Order to Show Cause heretofore issued by this Court on the complaint for validation filed by Plaintiff Leon County Energy Improvement District against the State of Florida and the property owners, taxpayers and citizens of Leon County, Florida, including non-residents owning property or subject to taxation therein and all others having or claiming any right title or interest in property to be affected by the Plaintiff's issuance of not exceeding \$200,000,000 in aggregate principal amount at any one time outstanding of the Leon County Energy Improvement District Revenue Bonds, in various series (the "Bonds"), hereinafter described, or to be affected in any way thereby, and said cause having duly come on for final

OR BK: 4642 PG: 1845

hearing, and the Court having considered the same and heard the evidence and being fully advised in the premises, finds as follows:

JURISDICTION AND VENUE

FIRST. The Plaintiff is authorized under Chapter 75, Florida Statutes, to file its Complaint in this Court to determine the validity of the Bonds, the pledge of revenues for the payment thereof, the validity of the non-ad valorem assessments which shall comprise all or in substantial part of the revenues pledged, the proceedings relating to the issuance thereof and all matters connected therewith.¹ All actions and proceedings of the Plaintiff in this cause are in accordance with Chapter 75, Florida Statutes, as amended.

SECOND. The parties named as Defendants in this Complaint are the proper parties under the provisions of Section 75.02, Florida Statutes.

THIRD. Venue in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida is proper under the provisions of Section 75.02, Florida Statutes.

THE PLAINTIFF IS A PROPER PARTY TO BRING THIS ACTION

FOURTH. The Plaintiff is a valid and legally existing dependent special district within the State of Florida created pursuant to Ordinance No. 10-12 adopted by the Board of County Commissioners of Leon County, Florida (the "County") on April 13, 2010, now codified as Chapter 15 of the Leon County Code of Ordinances (the "Code"), pursuant to and in accordance with the Florida Constitution and Chapter 125, Florida Statutes, as amended. A copy of Chapter 15 of the Code was received into evidence as Plaintiff's Exhibit "1".

¹ The Court takes judicial notice that the Court recently validated two separate issues of bonds involving virtually identical factual circumstances and legal issues. See Final Judgment in Florida PACE Funding Agency v. State of Florida, Civil Action No. 2011-CA-1834, filed August 25, 2011, and Final Judgment in Green Corridor Property Assessment Clean Energy (PACE) District v. State of Florida, Civil Action No. 2012-CA-002897, filed October 23, 2012.

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FIFTH. Chapter 15 of the Code provides the authority of the Plaintiff (a) to act, provide its services, and conduct its affairs within the County; (b) to facilitate the voluntary acquisition, delivery, installation or financing of "qualifying improvements" as defined in Section 163.08, Florida Statutes (the "PACE Act") and "energy efficiency improvements," "renewable energy improvements" or "wind resistance improvements" as defined in Chapter 15 of the Code ("Qualifying Improvements") to property owners desiring such improvements who are willing to enter into financing agreements ("Financing Agreements") with the Plaintiff as provided for in the PACE Act and agree to impose non-ad valorem assessments which shall run with the land on their respective properties; (c) to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (d) to issue bonds of the Plaintiff to fund and finance the Qualifying Improvements; and (e) to provide for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Plaintiff.

SIXTH. No municipality within the County is prohibited from enacting, implementing and operating a non-ad valorem assessment program to finance Qualifying Improvements under the PACE Act by any provision of any agreement between the Plaintiff and a public or private power or energy provider or other utility provider, since (a) any provision of such agreements are rendered unenforceable if used to limit or prohibit any local government from exercising its authority to operate a program under the PACE Act and (b) Chapter 15 of the Code provides that any municipality within the County may enact an ordinance setting forth the exclusion of property within its boundaries from the District.

THE PLAINTIFF HAS AUTHORITY TO ISSUE THE BONDS

SEVENTH. Authority is conferred upon the Plaintiff, under and by virtue of the laws of the State of Florida, particularly Chapter 125, Florida Statutes, as amended, the PACE Act, Chapter 189, Florida Statutes, as amended (the "Special District Act"), Chapter 15 of the Code

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and other applicable provisions of law (collectively, the "Act"), to issue its revenue bonds or other debt obligations and use the proceeds thereof for purposes of financing Qualifying Improvements within the County.

EIGHTH. The Bonds or other debt obligations will be issued by the Plaintiff pursuant to a Master Bond Resolution. A copy of the form of the Master Bond Resolution was received into evidence as Plaintiff's Exhibit "2".

**THE PLAINTIFF IS ACTING IN COMPLIANCE WITH
THE PACE ACT AND THE CODE**

NINTH. The Bonds, or other debt obligations issued by the Plaintiff, enable the Plaintiff to lawfully create and administer financing programs related to the provision of Qualifying Improvements. The Bonds may be solely secured by the proceeds derived from special assessments in the form of non-ad valorem assessments imposed by the Plaintiff, upon the voluntary agreement of the record owners of the affected property as authorized by the PACE Act. In order to pay the costs of Qualifying Improvements, the PACE Act expressly authorizes the imposition and collection of "non-ad valorem assessments" as defined in Section 197.3632(1)(d), Florida Statutes, which constitute a lien against the affected property, including homestead property, as permitted by Article X, Section 4 of the Florida Constitution.

TENTH. The PACE Act and Chapter 15 of the Code authorizes the Plaintiff (a) to finance Qualifying Improvements through the execution of Financing Agreements and the related imposition of non-ad valorem assessments, (b) to incur debt for purposes of providing such Qualifying Improvements, payable from revenues received from such non-ad valorem assessments or any other available revenue source authorized by law and (c) to administer, or allow for the administration of, a Qualifying Improvement program by a for-profit entity or a

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not-for-profit entity. A copy of the PACE Act was received into evidence as Plaintiff's Exhibit "3".

ELEVENTH. The PACE Act is additional and supplemental to county and municipal home rule authority and is not in derogation of such authority or a limitation upon such authority.

TWELFTH. The PACE Act includes the following legislative determinations:

(A) In chapter 2008-227, Laws of Florida, the Legislature amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources.

(B) That act also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security and the reduction of greenhouse gases.

(C) In chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments.

(D) The Legislature finds that all energy-consuming improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production.

(E) Improved property that has been retrofitted with energy-related Qualifying Improvements receives the special benefit of alleviating the property's burden from energy consumption.

(F) All improved properties not protected from wind damage by wind resistance Qualifying Improvements contribute to the burden affecting all improved property resulting from

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potential wind damage. Improved property that has been retrofitted with wind resistance Qualifying Improvements receives the special benefit of reducing the property's burden from potential wind damage.

(G) The installation and operation of Qualifying Improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies.

(H) In order to make Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

THE PLAINTIFF HAS AUTHORITY TO ENTER INTO THE FINANCING AGREEMENTS AND TO IMPOSE NON-AD VALOREM ASSESSMENTS

THIRTEENTH. The Legislature determined that the actions authorized under the PACE Act, including, but not limited to, the financing of Qualifying Improvements through the execution of Financing Agreements between property owners and local governments and the resulting imposition of voluntary non-ad valorem assessments are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants. To that end, the District will enter into a Financing Agreement with each property owner that desires to obtain financing under the District's program. A copy of the form of the Financing Agreement was received into evidence as Plaintiff's Exhibit "4".

FOURTEENTH. The non-ad valorem assessments imposed pursuant to the PACE Act (a) are only imposed with the written consent of the affected property owners, (b) are evidenced by a Financing Agreement as provided for in the PACE Act which comports with and evidences

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the provision of due process to every affected property owner, (c) constitutes a valid and enforceable lien permitted by Article X, Section 4 of the Florida Constitution, of equal dignity to taxes and other non-ad valorem assessments and is paramount to all other titles, liens or mortgages not otherwise on parity with the lien for taxes and non-ad valorem assessments, which lien runs with, touches and concerns the affected property, and (d) are used to pay the costs of Qualifying Improvements necessary to achieve the public purposes articulated by the PACE Act. As such, the non-ad valorem assessments imposed pursuant to the PACE Act are indistinguishable from and fully equivalent to all other non-ad valorem assessments providing for the payment of costs of capital projects, improvements, and/or essential services (e.g., infrastructure and services related to roads, stormwater, water, sewer, garbage removal/disposal, etc.) which benefit property or relieve a burden created by property in furtherance of a public purpose.

FIFTEENTH. Florida law provides that the amount of any given non-ad valorem assessment may not exceed the benefit conferred on the land, nor may it exceed the cost for the improvement and necessary incidental expenses. Non-ad valorem assessments imposed pursuant to the PACE Act are no different than any other non-ad valorem assessment imposed by a local government and therefore may not exceed the cost of the improvement and necessary incidental expenses.

SIXTEENTH. Non-ad valorem assessments imposed pursuant to the PACE Act, among other things, meet and comply with the well-settled case law requirements of a special benefit and fair apportionment required for a valid special or non-ad valorem assessment.

SEVENTEENTH. Any non-ad valorem assessments levied and imposed against affected real property must be collected pursuant to the uniform collection method set forth in Section

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197.3632, Florida Statutes, pursuant to which non-ad valorem assessments are collected annually over a period of years on the same bill as property taxes.

EIGHTEENTH. Non-ad valorem assessments imposed pursuant to the PACE Act are not subject to discount for early payment. Avoiding discounts for early payment of non-ad valorem assessments actually lowers the costs of annual collection paid by the affected property owners.

NINETEENTH. The PACE Act expressly clarifies and distinguishes the relationship of prior contractual obligations or covenants of a property owner which allow for unilateral acceleration of payment of a mortgage, note or lien or other unilateral modification with the action of a property owner entering into a Financing Agreement pursuant to the PACE Act. The PACE Act lawfully recognizes the Financing Agreement required therein as the means to evidence a non-ad valorem assessment and renders unenforceable any provision in any agreement between a mortgagee or other lien holder and a property owner which allows for the acceleration of payment of a mortgage, note, lien or other unilateral modification solely as a result of entering to Financing Agreement pursuant to the PACE Act which establishes a non-ad valorem assessment. This provision of the PACE Act does not result in a contractual impairment of the mortgage or similar lien, as the assessment established by a Financing Agreement is no different from any other lawful non-ad valorem assessment, and does not impair the value of the prior contract (e.g. mortgagee's interest).

TWENTIETH. Even if the Financing Agreement is deemed to result in an impairment of contract as a result of the PACE Act, such impairment is not substantial nor does it constitute an intolerable impairment, and as such does not warrant overturning the PACE Act as there is an overriding necessity for the PACE Act. The PACE Act requires that any mortgage lien holder on a participating property must be provided not less than 30 days prior notice of the property

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owner's intent to enter into a Financing Agreement together with the maximum principal amount of the non-ad valorem assessment and the maximum annual assessment amount. The PACE Act does not limit the authority of the mortgage holder or loan servicer to increase or require monthly escrow payments in an amount necessary to annually pay the Qualifying Improvement assessment. The PACE Act additionally requires as a condition precedent to the effectiveness of a non-ad valorem assessment (i) a reasonable determination of timely payment of property taxes and assessments during the preceding three (3) years, (ii) the absence of any current involuntary liens on the property, (iii) the absence of any property-based debt delinquencies during the preceding three (3) years, (iv) verification that the property owner is current on all mortgage debt on the property, (v) that, without the consent of the mortgage holder or loan servicer, the total amount of any non-ad valorem assessment for Qualifying Improvements not exceed twenty percent (20%) of the just value of the property, except that energy conservation and efficiency improvements and renewable energy improvements are not subject to the twenty percent (20%) of just value limit if such improvements are supported by an energy audit which demonstrates that annual energy savings from the improvements equal or exceed the annual repayment of the non-ad valorem assessment, and (vi) that any work requiring a license under any applicable law to make the Qualifying Improvement be performed by a properly certified or licensed contractor. Finally, each Financing Agreement (or a memorandum thereof) must be recorded in the public records of the county where the property is located promptly after the execution thereof. The PACE Act (i) was enacted to deal with broad generalized economic or social problems, (ii) is based on historical principles of law in existence before any affected mortgage or other debt instrument was entered into and operates and will be administered in an area of intense governmental regulation and public scrutiny, and (iii) is, or provides for conditions which are,

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tolerable in light of covenants contained in mortgage and other debt instruments which may otherwise allow for unilateral acceleration.

TWENTY-FIRST. The Qualifying Improvements and all costs associated therewith funded with the proceeds of the non-ad valorem assessments evidenced by any Financing Agreement pursuant to the PACE Act must convey a special benefit to the real property subject to the assessment and the cost of the service or improvement must be fairly and reasonably apportioned among such real property. The special benefit necessary to support the imposition of a non-ad valorem assessment may consist of the relief or mitigation of a burden created by the affected real property.

TWENTY-SECOND. Qualifying Improvements address the public purpose of reducing, mitigating or alleviating the affected properties' burdens relating to energy consumption resulting from use of fossil fuel energy and/or reduce burdens or demands of affected properties that might otherwise result from potential wind, storm or hurricane events or damage.

TWENTY-THIRD. The voluntary application for funding to finance a Qualifying Improvement and entry into a written Financing Agreement as required by and pursuant to the PACE Act provides direct, competent and substantial evidence that each affected property owner has determined and acknowledged that the cost of Qualifying Improvement is equal to or less than the benefits received or burdens relieved or mitigated as to any affected property and has been provided and received substantive and procedural due process in the imposition of the resulting non-ad valorem assessments.

TWENTY-FOURTH. The unique and specific procedures required by the PACE Act provide written and publicly recorded evidence that no affected property owner will be deprived of due process in the imposition of the non-ad valorem assessments or subsequent constructive notice that the assessment has been imposed.

THE PLAINTIFF HAS AUTHORITY TO ISSUE THE BONDS THROUGH ADOPTION OF THE MASTER BOND RESOLUTION

TWENTY-FIFTH. The Master Bond Resolution authorizes Plaintiff's issuance of not exceeding \$200,000,000 in aggregate principal amount at any one time outstanding of Leon County Energy Improvement District Revenue Bonds, in various series, in order to provide funds with which to administer an energy and wind resistance improvement finance program to facilitate the provision, funding and financing of Qualifying Improvements.

TWENTY-SIXTH. The Master Bond Resolution provides that the Bonds will be issued in such amounts, at such time or times, be designated as such series, be dated such date or dates, mature at such time or times, be subject to tender at such times and in such manner, contain such redemption provisions, bear interest at such rates not to exceed the maximum permitted by Florida law, including variable and fixed rates, and be payable on such dates as provided in the various trust indentures to be entered into by and between the Plaintiff and one or more national banking associations or trust companies authorized to exercise trust services in Florida, to be determined by a resolution of the Plaintiff to be adopted prior to the issuance of the Bonds (the "Indentures").

THE PLAINTIFF HAS PROVIDED A MECHANISM TO SECURE THE BONDS

TWENTY-SEVENTH. The Master Bond Resolution provides that the principal of, premium, if any, and interest on the Bonds shall be payable solely from the proceeds of non-ad valorem assessments imposed by Plaintiff pursuant to Financing Agreements with affected property owners as provided for in the PACE Act, and the funds and accounts described in and as pledged and as limited under the Indentures (the "Pledged Revenues").

TWENTY-EIGHTH. The Pledged Revenues pledged to one series of Bonds may be different than the Pledged Revenues pledged to other series of Bonds.

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TWENTY-NINTH. Bonds issued pursuant to the Master Bond Resolution to redeem and/or refund any bonds or other indebtedness of the Plaintiff shall be deemed to be a continuation of the debt refunded or redeemed and shall not be considered to be an issuance of an additional principal amount of debt chargeable against the amount originally validated in this proceeding and authorized to be issued.

THIRTIETH. The Bonds and any series thereof may be issued such that the interest thereon shall not be excluded from gross income of the holders thereof for purposes of federal income taxation, or may be issued such that the interest thereon shall be excluded from gross income of the holders thereof for purposes of federal income taxation.

THIRTY-FIRST. The Bonds and any series thereof may be issued such that the Bonds are or are not further secured by one or more bond insurance policies, letters of credit, surety bonds or other form of credit support.

THIRTY-SECOND. The Master Bond Resolution requires the use of Financing Agreements in establishing any non-ad valorem assessment in the manner provided for in the PACE Act.

THIRTY-THIRD. The Master Bond Resolution provides that the Bonds and the obligations and covenants of the Plaintiff under the Indentures, the Financing Agreements and other documents (collectively, the "Program Documents") shall not be or constitute a debt, liability, or general obligation of the Plaintiff, the County, the State of Florida, or any political subdivision or municipality thereof, nor a pledge of the full faith and credit or any taxing power of the Plaintiff, the County, the State or any political subdivision or municipality thereof, but shall constitute special obligations of the Plaintiff payable solely from the non-ad valorem assessments as evidenced by the Financing Agreements and secured under the Indentures, in the manner provided therein. The holders of the Bonds shall not have the right to require or compel

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any exercise of the taxing power of the Plaintiff, the County, the State of Florida or of any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds or to make any other payments provided for under the Program Documents. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the Plaintiff, the County, the State of Florida or any political subdivision or municipality thereof (excluding the District with respect to the levy of the non-ad valorem assessments) to levy or to pledge any form of taxation or assessments whatsoever therefor.

THE PLAINTIFF'S LIABILITIES UNDER THE PACE ACT ARE LIMITED

THIRTY-FOURTH. Plaintiff is and shall be subject to Section 768.28, Florida Statutes, and any other provisions of Florida law governing sovereign immunity.

THE PLAINTIFF HAS COMPLIED WITH ALL CONSTITUTIONAL AND STATUTORY CONDITIONS PRECEDENT TO THE ISSUANCE OF THE BONDS

THIRTY-FIFTH. All requirements of the Constitution and laws of the State of Florida pertaining to the issuance of the Bonds and the adoption of the proceedings of the Plaintiff have been complied with.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that the Bonds, the Financing Agreements, Chapter 15 of the Code, the PACE Act, the matters set forth in each of the preceding numbered paragraphs including, but not limited to, the proceedings related thereto, the Master Bond Resolution and the adoption thereof, the revenues pledged or covenanted for the repayment of the Bonds, the validity of the Financing Agreements entered into and the non-ad valorem assessments imposed pursuant to the PACE Act which shall evidence and comprise all or in substantial part the revenues pledged, are hereby validated and confirmed, are for proper, legal and paramount public purposes and are fully authorized by law, and that this Final

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Judgment validates and confirms the authority of the Plaintiff to issue the Bonds and the legality of all proceedings in connection therewith.

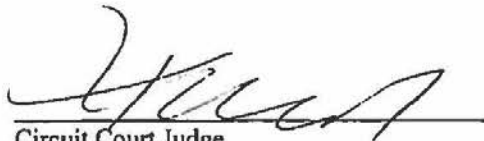
There shall be stamped or written on the back of each of the Bonds a statement in substantially the following form:

“This Bond was validated by judgment of the Circuit Court for Leon County, Florida rendered on _____, 2014.

[Officer, Leon County
Energy Improvement District]”

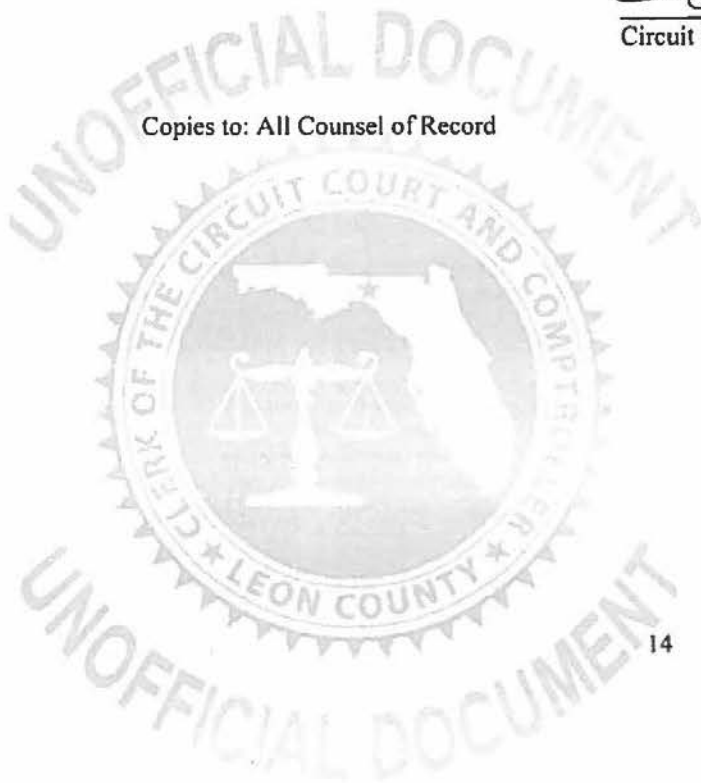
provided that such statement or certificate shall not be affixed within thirty (30) days after the date of this judgment and unless no appeal be filed in this cause.

DONE AND ORDERED at the Leon County Courthouse located in Tallahassee, Florida, this 10th day of March, 2014.



Circuit Court Judge

Copies to: All Counsel of Record



Filing # 32717482 E-Filed 10/01/2015 11:52:31 AM

Supreme Court of Florida

No. SC14-710

ROBERT R. REYNOLDS,
Appellant,

vs.

LEON COUNTY ENERGY IMPROVEMENT DISTRICT, etc. et al.,
Appellees.

[October 1, 2015]

PER CURIAM.

This case is before the Court on appeal from a circuit court judgment validating a proposed bond issue.¹ On the merits, we affirm the circuit court's decision to validate the bonds, but as we required with a virtually identical financing agreement in Thomas v. Clean Energy Coastal Corridor, SC14-1282, slip op. at 9 (Fla. Oct. 1, 2015), we remand with instructions for the circuit court to require Leon County Energy Improvement District to amend the financing agreement to remove all references to judicial foreclosure and to file the amended agreement in the circuit court following its approval by the district's governing

1. We have jurisdiction. See art. V, § 3(b)(2), Fla. Const.

board. Cf. State v. City of Venice, 2 So. 2d 365, 367-68 (Fla. 1941) (remanding to circuit court “with directions to require the amendment of the resolution and the bonds” to correct language regarding the pledged funds that was “too broad to be sustained” and stating that “when the same are so amended the decree of validation . . . will stand affirmed”).

We write further, however, because we conclude it is necessary to recede from our decision in Meyers v. City of St. Cloud, 78 So. 2d 402 (Fla. 1955), on which the appellant relied to argue he has standing to file this appeal notwithstanding his failure to appear in the bond validation proceeding below. In Meyers, 78 So. 2d at 403, we expressly addressed the question of “whether citizens and taxpayers may appear for the first time as appellants in bond validation proceedings.” We concluded that parties who failed to appear in the bond validation proceedings in circuit court nonetheless had the right to appeal from the trial court’s decision. Id. (citing State v. Sarasota Cnty., 159 So. 797 (Fla. 1935)). The reasoning of Meyers, however, fails to take into account central provisions of the statutory scheme governing bond validation proceedings. When the relevant provisions of the statutory scheme are considered, the conclusion reached by Meyers cannot be sustained.

Under the plain terms of the statute, any person wishing to participate in bond validation proceedings must appear in the circuit court. In connection with

the filing of a bond validation complaint, section 75.05(1), Florida Statutes, requires that “[t]he court shall issue an order directed against the state and the several property owners, taxpayers, citizens and others having or claiming any right, title or interest in property to be affected by the issuance of bonds or certificates, or to be affected thereby, requiring all persons, in general terms and without naming them and the state through its state attorney or attorneys of the circuits where the county, municipality or district lies, to appear at a designated time and place within the circuit where the complaint is filed and show why the complaint should not be granted and the proceedings and bonds or certificates validated.” Section 75.07, Florida Statutes, goes on to provide that “[a]ny property owner, taxpayer, citizen or person interested may become a party to the action by moving against or pleading to the complaint at or before the time set for hearing.”

Under these provisions, full party status is granted only to those who appear and plead in the circuit court proceedings. Only such parties may avail themselves of the right of appeal recognized in section 75.08, Florida Statutes. This understanding of the right of appeal in bond validation proceedings is consistent with the general rule that “failure to participate as a party in the lower tribunal precludes the ability to invoke appellate proceedings.” Bondi v. Tucker, 93 So. 3d 1106, 1108 (Fla 1st DCA 2012). And it is in accord with the specific rule that “[e]ven class members who are already parties and bound by a judgment must

intervene as named parties in the trial court before they can appeal.” Id. (“See Ramos v. Philip Morris Cos., Inc., 714 So. 2d 1146, 1147 (Fla. 3d DCA 1998) (‘We agree with the Fourth District that ‘non-named class members must intervene formally in the class action to gain standing to appeal.’ Concerned Class Members[v. Sailfish Point, Inc., 704 So. 2d 200, 201 (Fla. 4th DCA 1998)]’ ”)). Accordingly, persons who have the status of “parties defendant to the action” resulting from the publication of notice under section 75.06, Florida Statutes, and are therefore bound by the judgment in the case are no more entitled to appeal without having formally participated in the trial proceedings than are class members who failed to intervene at trial.

Therefore, we recede from Meyers. Since Meyers, we have stated on three other occasions that citizens and taxpayers who failed to appear in the circuit court bond validation proceeding nevertheless had standing to appeal the final judgment. See Rowe v. St. Johns Cnty., 668 So. 2d 196, 197-98 (Fla. 1996); Lozier v. Collier Cnty., 682 So. 2d 551, 552 n.2 (Fla. 1996); Bruns v. Cnty. Water-Sewer Dist., 354 So. 2d 862, 862 n.2 (Fla. 1977). We recede from these decisions as well.

It is so ordered.

LABARGA, C.J., and PARIENTE, LEWIS, QUINCE, POLSTON, and PERRY, JJ., concur.
CANADY, J., dissents with an opinion.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION, AND
IF FILED, DETERMINED.

CANADY, J., dissenting.

I do not disagree with the reasoning of the majority opinion either on the merits or regarding the conclusion that the reasoning of Meyers is seriously flawed. But I am constrained to dissent because I conclude that this case should be dismissed. For reasons the majority opinion makes plain, the appellant lacks standing to bring this appeal. The proper disposition of such a case is dismissal. I thus would give effect in this case to the abrogation of Meyers and its progeny.

An Appeal from the Circuit Court in and for Leon County – Bond Validations
Kevin John Carroll, Judge – Case No. 37-2013-CA-003396

John Stephen Menton of Rutledge Ecenia, P.A., Tallahassee, Florida,

for Appellant

Elizabeth Wilson Neiberger of Bryant Miller Olive P.A., Tallahassee, Florida;
Susan Hamilton Churuti of Bryant Miller Olive P.A., Tampa, Florida; Jolinda L.
Herring of Bryant Miller Olive P.A., Miami, Florida; Herbert William Albert
Thiele, Leon County Attorney, Tallahassee, Florida; Jon Cameron Moyle, Jr. and
Karen Ann Putnal of The Moyle Law Firm, Tallahassee, Florida; and Georgia
Anne Cappleman, Assistant State Attorney, Leon County Courthouse, Tallahassee,
Florida,

for Appellees

**Leon County
Board of County Commissioners**

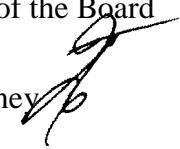
Notes for Agenda Item #14

Leon County Board of County Commissioners

Cover Sheet for Agenda #14

November 17, 2015

To: Honorable Chairman and Members of the Board

From: Herbert W. A. Thiele, County Attorney 

Title: First and Only Public Hearing to Adopt a Resolution Approving the Issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the “Pinellas Bonds”) Solely for Purposes of section 147(f) of the Internal Revenue Code; and, Approval of an Interlocal Agreement Regarding the Use of the Pinellas Bonds Series 2015

County Administrator Review and Approval:	Herbert W. A. Thiele, County Attorney
Lead Staff/ Project Team:	Herbert W. A. Thiele, County Attorney

Fiscal Impact:

This item has no fiscal impact to the County.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and adopt a Resolution approving the issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the “Pinellas Bonds”) (Attachment #1) solely for purposes of section 147(f) of the Internal Revenue Code; and approve an Interlocal Agreement regarding the use of the Pinellas Bonds Series 2015 (Attachment #2) to refinance a project in Leon County for transitional supportive housing.

Report and Discussion

Background:

The Pinellas County Industrial Development Authority proposes entering into an Interlocal Agreement between themselves and Leon County with respect to funding a project in Leon County to be located at 1280 Kissimmee Street, which consists of eight (8) buildings totaling approximately 20,736 square feet. This transitional supportive housing program would serve 52 otherwise homeless veterans in semi-private shared 4-bedroom units with common living space. Veterans are offered comprehensive supportive services with a program office funding in the first year to acquire and rehabilitate the housing. Grant and Per Diem funding now provides a \$43.32 daily per diem for each day a veteran occupies a bed. The Borrower specializes in offering support to veteran, the elderly, the mentally ill and the developmentally disabled by providing transitional housing, mental health, substance abuse, health, and employment support services that lead to independent living. Presently, the Borrower (Volunteers of America of Florida, Inc. a Florida 501(c)(3) not for profit corporation) supports over 6,000 veterans annually.

Analysis:

The Borrower has requested that Leon County approve the use of the proceeds of the Series 2015 Bonds by the Borrower in Leon County in accordance with section 147(f) of the Internal Revenue Code, as amended ("the Code"). Such approval would be by Resolution of the Board of County Commissioners and said Resolution would also approve an Interlocal Agreement between the Issuer and Leon County with respect to the use of such proceeds. In order to effectuate this approval, a Public Hearing would need to be held with an advertisement published fourteen (14) days in advance. A copy of the Notice of Publication is attached hereto as Attachment #3.

Options:

1. Conduct the first and only Public Hearing and adopt a Resolution approving the issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the "Pinellas Bonds") (Attachment #1) solely for purposes of section 147(f) of the Internal Revenue Code; and approve an Interlocal Agreement regarding the use of the Pinellas Bonds Series 2015 (Attachment #2) to refinance a project in Leon County for transitional supportive housing.
2. Conduct the first and only Public Hearing and do not adopt a Resolution approving the issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the "Pinellas Bonds") solely for purposes of section 147(f) of the Internal Revenue Code; and, do not approve an Interlocal Agreement regarding the use of the Pinellas Bonds Series.
3. Board direction.

Recommendation:

Option #1.

Title: First and Only Public Hearing to Adopt a Resolution Approving the Issuance of the Pinellas County Industrial Development Authority Industrial Development Revenue Bonds (Volunteers of America Project), (the "Pinellas Bonds") Solely for Purposes of section 147(f) of the Internal Revenue Code; and, Approval of an Interlocal Agreement Regarding the Use of the Pinellas Bonds Series 2015

November 17, 2015

Page 3

Attachments:

1. Proposed Resolution
2. Interlocal Agreement
3. Proof of Publication

HWAT/kam

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY IN CONNECTION WITH THE ISSUANCE BY THE PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF ITS NOT TO EXCEED \$4,500,000 INDUSTRIAL DEVELOPMENT REVENUE BONDS (VOLUNTEER OF AMERICA, INC. PROJECT), SERIES 2015 (THE "PINELLAS BONDS"); APPROVING THE ISSUANCE OF THE BONDS AFTER HOLDING A PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF THE PINELLAS BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pinellas County Industrial Development Authority (the "Authority") is, pursuant to Chapter 159, Part II, Florida Statutes (the "Act"), authorized to issue revenue bonds for the purposes of financing capital projects to improve the prosperity and welfare of the State of Florida and its inhabitants; and

WHEREAS, Chapter 163, Part I, Florida Statutes, permits the Authority to enter into interlocal agreements with other local governments for purposes of expanding the Authority's area of operation in particular with respect to a social service facility in Leon County, Florida (the "County"); and

WHEREAS, the Authority has indicated its intent to issue its Industrial Development Revenue Bonds (Volunteer of America, Inc. Project), Series 2015 (the "Pinellas Bonds") for the purpose of financing and refinancing the rehabilitation and refinancing of certain qualified social service facilities located in Pinellas County, Florida, Brevard County, Florida, Manatee County, Florida and Leon County, Florida (the "Projects"); and

WHEREAS, the Authority has requested the County provide for the issuance of the Pinellas Bonds by means of approving the execution of an Interlocal Agreement, in the form attached hereto as Exhibit A; and

WHEREAS, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the County has held on the date hereof a public hearing on the proposed issuance of the Pinellas Bonds by the Authority for the purposes herein stated, which hearing was scheduled fourteen (14) days following the first publication of notice of such public hearing in a newspaper of general circulation in the County (a true and accurate copy of the notice of such public hearing is attached hereto as Exhibit B),

which public hearing has been conducted in a manner that provides a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of such Pinellas Bonds; and

WHEREAS, the proceeds of such issue of Pinellas Bonds will be used to finance the Projects, and in particular will be used by the Volunteers of America of Florida, Inc., a Florida 501(c)(3) corporation (the "Borrower"), to finance, refinance and/or reimburse the costs of certain social service facilities in the County, including eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida (the "Tallahassee Project").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, as follows:

SECTION 1. The County hereby authorizes the Chairman or Vice-Chairman to execute and deliver an Interlocal Agreement, in substantially the form set forth in Exhibit A attached hereto (the "Interlocal Agreement"), with such modifications thereto as approved by such party executing the same, approval to be evidenced by the execution thereof, with the Authority for purposes of expanding the area of operation of the Authority to finance, refinance and/or reimburse the costs of the Tallahassee Project.

SECTION 2. Pursuant to and in accordance with Section 147(f) of the Code, the County hereby approves the issuance by the Authority of the Pinellas Bonds to finance, refinance and/or reimburse the costs of the Tallahassee Project.

SECTION 3. All prior resolutions, motions and any other action of the County inconsistent with the provisions of this resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and except as otherwise modified, supplemented and amended hereby shall remain in full force and effect.

SECTION 4. All members of the Board of County Commissioners of the County are hereby authorized and directed to execute any and all certifications or other instruments or documents required by the Interlocal Agreement as a prerequisite or precondition to the issuance of the Pinellas Bonds and any representation made therein shall be deemed to be made on behalf of the Authority.

SECTION 5. This resolution shall become effective immediately upon its adoption.

[Remainder of page intentionally left blank]

ADOPTED this 17th day of November, 2015.

LEON COUNTY, FLORIDA

By: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

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

This instrument was prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

Grace E. Dunlap, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33762

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated as of _____ 1, 2015, and is entered into between the PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (d/b/a the Pinellas County Economic Development Authority), an industrial development authority (the "Issuer") created by Pinellas County, Florida ("Pinellas County") under the laws of the State of Florida, and LEON COUNTY, FLORIDA, a charter county and political subdivision existing under the provisions and laws of the State of Florida (the "Public Agency"), and consented to by Volunteers of America of Florida, Inc. (the "Borrower"), a Florida not-for-profit corporation;

WITNESSETH:

WHEREAS, the Issuer and the Public Agency each represent to the other that pursuant to applicable provisions of law, including Chapter 159, Parts II and III, Florida Statutes, it is authorized to issue Industrial Development Revenue Bonds to finance or refinance the acquisition, construction, equipping, renovation and expansion of social service facilities for private, not-for-profit corporations in accordance with such applicable provisions of law; and

WHEREAS, the Issuer and the Public Agency each constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Borrower has requested that the Issuer and the Public Agency enter into this Agreement to authorize the Issuer to issue its Industrial Development Revenue Bonds (Volunteers of America Project), Series 2015 in a principal amount not exceeding \$4,500,000 (such Revenue Bonds, together with any obligation issued to refund the indebtedness evidenced by such Revenue Bonds, are hereinafter referred to, collectively, as the "Revenue Bonds") to finance, refinance and/or reimburse the costs of certain social service facilities in Pinellas County to manage and administer the Borrower's operations to provide housing and services for veterans and other displaced families (the "Pinellas County Project") and finance and refinance other social service facilities in Leon County, Brevard County and Manatee County (the "Other Projects"). The proceeds in an amount not to exceed \$4,500,000 in principal

amount of said Revenue Bonds are to be applied to refinance the projects described in Exhibit A hereto; and

WHEREAS, such financing through a single plan of finance consisting of the issuance of one series of Revenue Bonds by the Issuer to finance the Pinellas County Project and the Other Projects (as described on Exhibit A) will result in significant cost savings to the Borrower when compared to the costs of the issuance and sale of separate Revenue Bonds by the Issuer and by the various counties and/or cities in which the various portions of the qualifying projects are located to finance or refinance such qualifying projects; and

WHEREAS, the Issuer and the Public Agency have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on _____, 2015, the Issuer approved the issuance of the Revenue Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement by the Issuer; and

WHEREAS, on _____, 2015, the Board of County Commissioners of Pinellas County, Florida (the "Board of County Commissioners" approved the issuance of the Revenue Bonds by the Issuer; and

WHEREAS, on _____, 2015, the Public Agency approved the execution and delivery of this Agreement and the issuance of the Revenue Bonds by the Issuer and application of a portion of the proceeds of the Revenue Bonds to refinance the Pinellas County Project and the Other Projects, including eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida (the "Leon Project"); and

WHEREAS, on _____, 2015, the Public Agency approved the issuance of the Revenue Bonds by the Issuer and the application of a portion of the proceeds thereof to finance or refinance the Leon Project; and

WHEREAS, the Interlocal Act authorizes the Issuer and the Public Agency to enter into this Agreement and confers upon the Issuer authorization to issue the Revenue Bonds and to apply the proceeds thereof to refund certain debt in order to refinance the Pinellas County Project and the Other Projects through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Revenue Bonds by the Issuer for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Borrower has agreed to indemnify the Issuer and the Public Agency and to pay any costs in connection with the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Revenue Bonds. The Issuer and the Public Agency do hereby agree that the Issuer is hereby authorized to issue the Revenue Bonds in a principal amount not exceeding \$4,500,000 and to loan the proceeds thereof to the Borrower to finance or refinance the qualifying projects described above, including the Leon Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Revenue Bonds vested in the Public Agency pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the Public Agency which are necessary or convenient for the issuance of the Revenue Bonds. It is the intent of this Agreement and the parties hereto that the Issuer be vested, to the maximum extent permitted by law, with all powers which the Public Agency might exercise with respect to the issuance of the Revenue Bonds and the lending of the proceeds thereof to the Borrower to finance or refinance the Leon Project as though the Public Agency were issuing such Revenue Bonds as its own special limited obligation.

SECTION 2. Qualifying Project.

A. The Issuer hereby represents, determines and agrees as follows:

1. The Pinellas County Project constitutes a "project" as such term is used in Chapter 159, Part II, Florida Statutes.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Pinellas County Project, and to serve the purposes of Chapter 159, Part II, Florida Statutes and such other responsibilities as may be imposed under the financing agreement.

3. Adequate provision will be made in the financing agreements for the operation, repair, and maintenance of the Pinellas County Project at the expense of the Borrower and for the payment of principal of and interest on the Revenue Bonds.

4. A public hearing was held on November __, 2015 by the Board of County Commissioners during which comments concerning the issuance of the Revenue Bonds by the Board of County Commissioners to finance or refinance the Pinellas County Project were requested and could be heard.

B. The Public Agency hereby represents, determines and agrees as follows:

1. The Leon Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the Public Agency shall provide or preserve gainful employment; and shall serve a public purpose by advancing

the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

2. The Public Agency will be able to cope satisfactorily with the impact of the Leon Project and will be able to continue to provide the public facilities, including utilities and public services, that will be necessary for the continued operation, repair, and maintenance of the Leon Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held on _____, 2015, by the Public Agency during which comments concerning approval by the Public Agency of the issuance of the Revenue Bonds by the Issuer to refinance the Leon Project were requested and could be heard.

4. The Public Agency approved the issuance of the Revenue Bonds by the Issuer and the use of the proceeds thereof to refinance the Leon Project at a meeting on _____, 2015.

SECTION 3. No Pecuniary Liability of the Public Agency: Limited Obligation of the Issuer. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Public Agency hereunder, nor the Revenue Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Issuer, Pinellas County or the Public Agency. The Revenue Bonds when issued, and the interest thereon, shall be a limited and special obligation of the Issuer payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer, Pinellas County or the Public Agency in his or her individual capacity and no member, officer, agent or employee of the Issuer, Pinellas County or the Public Agency shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or the issuance of the Revenue Bonds.

SECTION 5. Allocation of Responsibilities. The Issuer shall take all actions it deems necessary or appropriate in connection with the issuance of the Revenue Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Revenue Bonds and the establishment of any funds and accounts pursuant to a financing agreement related to the Revenue Bonds.

Neither the Issuer, Pinellas County nor the Public Agency shall be liable for the costs of issuing the Revenue Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by the Issuer, Pinellas County or

the Public Agency or counsel to any of them. All of such costs shall be paid from the proceeds of the Revenue Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Issuer and the Public Agency, and their respective elected and appointed officials, members, officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Revenue Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Revenue Bonds, or any Revenue Bonds refunding the same, remains outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Pinellas County, Florida, and with the Clerk of the Circuit Court of Leon County, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Pinellas County Project or the Other Projects, (ii) a recommendation to any prospective purchaser to purchase the Revenue Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Revenue Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Pinellas County Project or the Other Projects, and the parties hereto shall not be construed by reason of their execution and delivery of this Agreement to have waived any right of the

parties hereto or estopping the parties hereto from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Public Agency of the issuance of the Revenue Bonds by the Issuer shall not be construed to obligate the Public Agency to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Revenue Bonds or the refinancing of the acquisition and construction of the Pinellas County Project or the Other Projects.

SECTION 11. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida, without regard to conflict of law principles.

SECTION 12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY (d/b/a Pinellas
County Economic Development Authority)

(SEAL)

By: _____
Name: John Morrone
Title: Chairman

Attested and Countersigned:

By: _____
Name: Michael Meidel
Title: Executive Director

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John Morrone, Chairman of the Pinellas County Industrial Development Authority (d/b/a Pinellas County Economic Development Authority), who is personally known to me or who has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

[First Signature Page to Interlocal Agreement]

LEON COUNTY, FLORIDA

(SEAL)

By: _____
Name: Mary Ann Lindley, Chairman
Title: Board of County Commissioners

Attested and Countersigned:

By: _____
Name: Bob Izner, Clerk
Title: Clerk & Comptroller, Leon County, Florida

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ of _____ who is personally known to me or who has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

[Second Signature Page to Interlocal Agreement]

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

Volunteers of America of Florida, Inc., a Florida not-for-profit corporation, hereby approves this Interlocal Agreement and acknowledges acceptance of its obligations arising hereunder, including, without limitation, its obligations under Section 6 hereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

VOLUNTEERS OF AMERICA OF FLORIDA,
INC.

By: _____

Print Name: _____

Title: _____

[Signature Page to Approval and Acknowledgment of Interlocal Agreement]

EXHIBIT A
PROJECT DESCRIPTIONS

Pinellas County Project:

Finance, refinance and/or reimburse the costs of certain social service facilities, including a commercial condominium unit totaling approximately 8,580 square feet used as corporate offices to manage and administer operations located at the following address: 405 Central Avenue, Suite 100, St. Petersburg, Florida and four buildings totaling 28,491 square feet consisting of 36 units for low-income housing for veterans and other qualifying residents, located at 802 Mango Street, Tarpon Springs, Florida

Other Projects:

Refinance and/or reimburse the costs of certain social service facilities, including (i) two buildings totaling approximately 13,560 square feet consisting of 12 units for housing approximately 20 veterans in semi-private units with shared common living space and private bedroom space, located at 1422-1444 55th Avenue West, Bradenton, Florida and low-income housing for veterans and qualifying residents located at 802-818 62nd Avenue Terrace, Bradenton, Florida; 6210-6214 11th Street, Bradenton, Florida; 1013-1015 and 1107-1124 62nd Avenue, Bradenton, Florida; 6214-6216 12th Street, Bradenton, Florida and 409 29th Street, Palmetto, Florida; (ii) eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida; and (iii) one building totaling approximately 5,200 square feet serving as a full-service training, education and employment center offering a computer resource center, meeting and classrooms and a community activity area located at 908 Peachtree Street, Cocoa, Florida

Exhibit B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of County Commissioners of Leon County, Florida ("Leon County") on the 17th day of November, 2015, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the Leon County Courthouse, 301 S. Monroe Street, 5th Floor Commission Chambers, Tallahassee, Florida 32301, to consider the approval of an issue by the Pinellas County Industrial Development Authority (the "Authority") of its Revenue Bonds (Volunteers of America Project) (the "Bonds"), in an amount not to exceed \$4,500,000. The proceeds of the Bonds will be loaned to Volunteers of America of Florida, Inc., a Florida 501(c)(3) corporation (the "Borrower").

The proceeds of such issue of Bonds will be used in various locations in the State of Florida, and in particular will be used by the Borrower to finance, refinance and /or reimburse the costs of certain social service facilities in Leon County, including eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida (the "Project"). The Project is owned by the Borrower.

The Bonds will be payable solely from the revenues of the Borrower. The Bonds will not constitute an indebtedness of the Authority, Leon County, Florida, the State of Florida (the "State") or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. Any person interested in the plan of finance, proposed issuance of the Bonds, or the location or nature of the Project, may appear and be heard. Subsequent to the public hearing, the Board of County Commissioners of Leon County, Florida, will consider whether to approve the Bonds, as required by Section 147(f) of the Code.

The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the plan of finance, the location or nature of the Project, or the issuance of the Bonds. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative. Comments made at the hearing are for the consideration of the Board of County Commissioners of Leon County, Florida, and will not bind any legal action to be taken by the governing body of Leon County in connection with its consideration and approval of the financing and the issuance of the Bonds.

Pursuant to Section 286.0105, Florida Statutes, as amended, Leon County hereby advises that if any person decides to appeal any decision made by Leon County with respect to any matter considered at such public hearing, such person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay service.

DATED: November 3, 2015

This instrument was prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)

Grace E. Dunlap, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33762

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is dated as of _____ 1, 2015, and is entered into between the PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (d/b/a the Pinellas County Economic Development Authority), an industrial development authority (the "Issuer") created by Pinellas County, Florida ("Pinellas County") under the laws of the State of Florida, and LEON COUNTY, FLORIDA, a charter county and political subdivision existing under the provisions and laws of the State of Florida (the "Public Agency"), and consented to by Volunteers of America of Florida, Inc. (the "Borrower"), a Florida not-for-profit corporation;

WITNESSETH:

WHEREAS, the Issuer and the Public Agency each represent to the other that pursuant to applicable provisions of law, including Chapter 159, Parts II and III, Florida Statutes, it is authorized to issue Industrial Development Revenue Bonds to finance or refinance the acquisition, construction, equipping, renovation and expansion of social service facilities for private, not-for-profit corporations in accordance with such applicable provisions of law; and

WHEREAS, the Issuer and the Public Agency each constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, the Borrower has requested that the Issuer and the Public Agency enter into this Agreement to authorize the Issuer to issue its Industrial Development Revenue Bonds (Volunteers of America Project), Series 2015 in a principal amount not exceeding \$4,500,000 (such Revenue Bonds, together with any obligation issued to refund the indebtedness evidenced by such Revenue Bonds, are hereinafter referred to, collectively, as the "Revenue Bonds") to finance, refinance and/or reimburse the costs of certain social service facilities in Pinellas County to manage and administer the Borrower's operations to provide housing and services for veterans and other displaced families (the "Pinellas County Project") and finance and refinance other social service facilities in Leon County, Brevard County and Manatee County (the "Other Projects"). The proceeds in an amount not to exceed \$4,500,000 in principal

amount of said Revenue Bonds are to be applied to refinance the projects described in Exhibit A hereto; and

WHEREAS, such financing through a single plan of finance consisting of the issuance of one series of Revenue Bonds by the Issuer to finance the Pinellas County Project and the Other Projects (as described on Exhibit A) will result in significant cost savings to the Borrower when compared to the costs of the issuance and sale of separate Revenue Bonds by the Issuer and by the various counties and/or cities in which the various portions of the qualifying projects are located to finance or refinance such qualifying projects; and

WHEREAS, the Issuer and the Public Agency have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on _____, 2015, the Issuer approved the issuance of the Revenue Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement by the Issuer; and

WHEREAS, on _____, 2015, the Board of County Commissioners of Pinellas County, Florida (the "Board of County Commissioners" approved the issuance of the Revenue Bonds by the Issuer; and

WHEREAS, on _____, 2015, the Public Agency approved the execution and delivery of this Agreement and the issuance of the Revenue Bonds by the Issuer and application of a portion of the proceeds of the Revenue Bonds to refinance the Pinellas County Project and the Other Projects, including eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida (the "Leon Project"); and

WHEREAS, on _____, 2015, the Public Agency approved the issuance of the Revenue Bonds by the Issuer and the application of a portion of the proceeds thereof to finance or refinance the Leon Project; and

WHEREAS, the Interlocal Act authorizes the Issuer and the Public Agency to enter into this Agreement and confers upon the Issuer authorization to issue the Revenue Bonds and to apply the proceeds thereof to refund certain debt in order to refinance the Pinellas County Project and the Other Projects through a loan of such proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Revenue Bonds by the Issuer for such purposes and such agreement by such parties is in the public interest; and

WHEREAS, the Borrower has agreed to indemnify the Issuer and the Public Agency and to pay any costs in connection with the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Revenue Bonds. The Issuer and the Public Agency do hereby agree that the Issuer is hereby authorized to issue the Revenue Bonds in a principal amount not exceeding \$4,500,000 and to loan the proceeds thereof to the Borrower to finance or refinance the qualifying projects described above, including the Leon Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Revenue Bonds vested in the Public Agency pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of the Public Agency which are necessary or convenient for the issuance of the Revenue Bonds. It is the intent of this Agreement and the parties hereto that the Issuer be vested, to the maximum extent permitted by law, with all powers which the Public Agency might exercise with respect to the issuance of the Revenue Bonds and the lending of the proceeds thereof to the Borrower to finance or refinance the Leon Project as though the Public Agency were issuing such Revenue Bonds as its own special limited obligation.

SECTION 2. Qualifying Project.

A. The Issuer hereby represents, determines and agrees as follows:

1. The Pinellas County Project constitutes a "project" as such term is used in Chapter 159, Part II, Florida Statutes.

2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Pinellas County Project, and to serve the purposes of Chapter 159, Part II, Florida Statutes and such other responsibilities as may be imposed under the financing agreement.

3. Adequate provision will be made in the financing agreements for the operation, repair, and maintenance of the Pinellas County Project at the expense of the Borrower and for the payment of principal of and interest on the Revenue Bonds.

4. A public hearing was held on November __, 2015 by the Board of County Commissioners during which comments concerning the issuance of the Revenue Bonds by the Board of County Commissioners to finance or refinance the Pinellas County Project were requested and could be heard.

B. The Public Agency hereby represents, determines and agrees as follows:

1. The Leon Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of the Public Agency shall provide or preserve gainful employment; and shall serve a public purpose by advancing

the economic prosperity, the public health, or the general welfare of the State of Florida and its people.

2. The Public Agency will be able to cope satisfactorily with the impact of the Leon Project and will be able to continue to provide the public facilities, including utilities and public services, that will be necessary for the continued operation, repair, and maintenance of the Leon Project and on account of any increases in population or other circumstances resulting therefrom.

3. A public hearing was held on _____, 2015, by the Public Agency during which comments concerning approval by the Public Agency of the issuance of the Revenue Bonds by the Issuer to refinance the Leon Project were requested and could be heard.

4. The Public Agency approved the issuance of the Revenue Bonds by the Issuer and the use of the proceeds thereof to refinance the Leon Project at a meeting on _____, 2015.

SECTION 3. No Pecuniary Liability of the Public Agency: Limited Obligation of the Issuer. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon the Public Agency hereunder, nor the Revenue Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of the Issuer, Pinellas County or the Public Agency. The Revenue Bonds when issued, and the interest thereon, shall be a limited and special obligation of the Issuer payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the Issuer, Pinellas County or the Public Agency in his or her individual capacity and no member, officer, agent or employee of the Issuer, Pinellas County or the Public Agency shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or the issuance of the Revenue Bonds.

SECTION 5. Allocation of Responsibilities. The Issuer shall take all actions it deems necessary or appropriate in connection with the issuance of the Revenue Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Revenue Bonds and the establishment of any funds and accounts pursuant to a financing agreement related to the Revenue Bonds.

Neither the Issuer, Pinellas County nor the Public Agency shall be liable for the costs of issuing the Revenue Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Interlocal Agreement or any documentation or opinions required to be delivered in connection therewith by the Issuer, Pinellas County or

the Public Agency or counsel to any of them. All of such costs shall be paid from the proceeds of the Revenue Bonds or from other moneys of the Borrower.

SECTION 6. Indemnity. The Borrower, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Issuer and the Public Agency, and their respective elected and appointed officials, members, officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Revenue Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Revenue Bonds, or any Revenue Bonds refunding the same, remains outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Pinellas County, Florida, and with the Clerk of the Circuit Court of Leon County, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. Approval. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Pinellas County Project or the Other Projects, (ii) a recommendation to any prospective purchaser to purchase the Revenue Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Revenue Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Pinellas County Project or the Other Projects, and the parties hereto shall not be construed by reason if their execution and delivery of this Agreement to make any such endorsement, finding or recommendation to have waived any right of the

parties hereto or estopping the parties hereto from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Public Agency of the issuance of the Revenue Bonds by the Issuer shall not be construed to obligate the Public Agency to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Revenue Bonds or the refinancing of the acquisition and construction of the Pinellas County Project or the Other Projects.

SECTION 11. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida, without regard to conflict of law principles.

SECTION 12. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the date first above written.

PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY (d/b/a Pinellas
County Economic Development Authority)

(SEAL)

By: _____
Name: John Morroni
Title: Chairman

Attested and Countersigned:

By: _____
Name: Michael Meidel
Title: Executive Director

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by John Morroni, Chairman of the Pinellas County Industrial Development Authority (d/b/a Pinellas County Economic Development Authority), who is personally known to me or who has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

[First Signature Page to Interlocal Agreement]

LEON COUNTY, FLORIDA

(SEAL)

By: _____
Name: Mary Ann Lindley, Chairman
Title: Board of County Commissioners

Attested and Countersigned:

By: _____
Name: Bob Izner, Clerk
Title: Clerk & Comptroller, Leon County, Florida

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ of _____ who is personally known to me or who has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

[Second Signature Page to Interlocal Agreement]

APPROVAL AND ACKNOWLEDGMENT OF THE BORROWER

Volunteers of America of Florida, Inc., a Florida not-for-profit corporation, hereby approves this Interlocal Agreement and acknowledges acceptance of its obligations arising hereunder, including, without limitation, its obligations under Section 6 hereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

VOLUNTEERS OF AMERICA OF FLORIDA,
INC.

By: _____
Print Name: _____
Title: _____

[Signature Page to Approval and Acknowledgment of Interlocal Agreement]

EXHIBIT A
PROJECT DESCRIPTIONS

Pinellas County Project:

Finance, refinance and/or reimburse the costs of certain social service facilities, including a commercial condominium unit totaling approximately 8,580 square feet used as corporate offices to manage and administer operations located at the following address: 405 Central Avenue, Suite 100, St. Petersburg, Florida and four buildings totaling 28,491 square feet consisting of 36 units for low-income housing for veterans and other qualifying residents, located at 802 Mango Street, Tarpon Springs, Florida

Other Projects:

Refinance and/or reimburse the costs of certain social service facilities, including (i) two buildings totaling approximately 13,560 square feet consisting of 12 units for housing approximately 20 veterans in semi-private units with shared common living space and private bedroom space, located at 1422-1444 55th Avenue West, Bradenton, Florida and low-income housing for veterans and qualifying residents located at 802-818 62nd Avenue Terrace, Bradenton, Florida; 6210-6214 11th Street, Bradenton, Florida; 1013-1015 and 1107-1124 62nd Avenue, Bradenton, Florida; 6214-6216 12th Street, Bradenton, Florida and 409 29th Street, Palmetto, Florida; (ii) eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida; and (iii) one building totaling approximately 5,200 square feet serving as a full-service training, education and employment center offering a computer resource center, meeting and classrooms and a community activity area located at 908 Peachtree Street, Cocoa, Florida

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of County Commissioners of Leon County, Florida ("Leon County") on the 17th day of November, 2015, at 3:00 p.m., or as soon thereafter as such matter may be heard, at the Leon County Courthouse, 301 S. Monroe Street, 5th Floor Commission Chambers, Tallahassee, Florida 32301, to consider the approval of an issue by the Pinellas County Industrial Development Authority (the "Authority") of its Revenue Bonds (Volunteers of America Project) (the "Bonds"), in an amount not to exceed \$4,500,000. The proceeds of the Bonds will be loaned to Volunteers of America of Florida, Inc., a Florida 501(c)(3) corporation (the "Borrower").

The proceeds of such issue of Bonds will be used in various locations in the State of Florida, and in particular will be used by the Borrower to finance, refinance and /or reimburse the costs of certain social service facilities in Leon County, including eight buildings totaling approximately 20,736 square feet for transitional supportive housing serving approximately 52 veterans in semi-private shared 4-bedroom units with common living space located at 1280 Kissimmee Street, Tallahassee, Florida (the "Project"). The Project is owned by the Borrower.

The Bonds will be payable solely from the revenues of the Borrower. The Bonds will not constitute an indebtedness of the Authority, Leon County, Florida, the State of Florida (the "State") or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. Any person interested in the plan of finance, proposed issuance of the Bonds, or the location or nature of the Project, may appear and be heard. Subsequent to the public hearing, the Board of County Commissioners of Leon County, Florida, will consider whether to approve the Bonds, as required by Section 147(f) of the Code.

The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the plan of finance, the location or nature of the Project, or the issuance of the Bonds. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative. Comments made at the hearing are for the consideration of the Board of County Commissioners of Leon County, Florida, and will not bind any legal action to be taken by the governing body of Leon County in connection with its consideration and approval of the financing and the issuance of the Bonds.

Pursuant to Section 286.0105, Florida Statutes, as amended, Leon County hereby advises that if any person decides to appeal any decision made by Leon County with respect to any matter considered at such public hearing, such person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay service.

DATED: November 3, 2015